
The Shipping Corporation of India Limited (SCI)

Shipping House, 245, Madame Cama road, MUMBAI- 400 021



REQUEST FOR PROPOSAL
FOR
SELECTION OF SYSTEM INTEGRATOR
FOR
SUPPLY OF SAN SWITCH AND UPGRADE OF HPE SAN STORAGE

MARCH 2025

Website: <http://www.shipindia.com>

RFP SUMMARY

TENDER REF. NO.:	IT-PROC0HW/4/2025-ITINFA-SCI
TENDER TITLE:	SELECTION OF A SYSTEM INTEGRATOR FOR THE SUPPLY OF SAN SWITCH AND UPGRADE OF HPE SAN STORAGE
DUE DATE & TIME	<u>18/04/2025, 1700 HOURS (IST),</u>
PRE BID DATE & TIME	<u>04/04/2025, 1100 hrs</u>
RESPONSE TO BIDDERS' QUERIES	<u>09/04/2025</u>
TENDER FEE	<u>(INR 2500 + 18% GST (Rs.450)) i.e. INR 2950 (INR Two Thousand Nine Hundred Fifty Only)</u>
EMD/BID SECURITY	<u>INR 2,17,133 (INR Two Lakhs Seventeen Thousand One Hundred Thirty Three Only)</u>

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ABBREVIATIONS

Abbreviation	Full Form	Abbreviation	Full Form
ACS	Access Control Server	ACLs	Access Control Lists
AMC	Annual Maintenance Contract	AD	Active Directory
ASA	Adaptive Security Appliance	API	Application Programming Interface
BI	Business Intelligence	CAL	Client Access License
BO	Business Objects	COTS	Commercially Off-the Shelf Applications
CI	Central Instance	CPU	Central Processing Unit
DB	Database	ESXi	Elastic Sky X Integrated
DMZ	De-Militarized Zone	HTTPS	Hyper Text Transfer Protocol Secure
ECC	ERP Central Component	IP	Internet Protocol
EMD	Earnest Money Deposit	iSCSI	Internet Small Computer System Interface
GeM	Government e-MarketPlace	ISP	Internet Service Provider
GoI	Government of India	ITAM	Information Technology Asset Management
GRC	Governance Risk and Control	ITCM	Information Technology Configuration Management
HA	High Availability	ITIL	Information Technology Infrastructure Library
IEM	Independent External Monitors	ITSM	Information Technology Service Management
IIS	Internet Information Server	KVM	Kernel-Based Virtual Machine
IMSVA	InterScan Messaging Security Virtual Appliance	LDAP	Lightweight Directory Access Protocol
ISO	International Organization for Standardization	LL	Leased Line
IT	Information Technology	MFA	Multifactor Authentication
IWSVA	InterScan Web Security Virtual Appliance	MPLS	MultiProtocol Label Switching
KVA	Kilo-volt-amperes	MZ	Militarized Zone
LAN	Local Area Network	NMS	Network Monitoring System
LDOM	Logical Domains	OS	Operating System
MAN	Metropolitan Area Network	P2P	Point to Point
MDC	Main Data Center		
MDM	Master Data Management	PIR	Post Implementation Review
MSE	Medium Scale Enterprise	PO	Purchase Order
NAS	Network Area Storage	QoS	Quality of Service
OEM	Original Equipment Manufacturer	SAP	System Applications and Product
PI	Process Integration	SD-WAN	Software Defined-Wide Area Network
POC	Proof of Concept	SNMP	Simple Network Management Protocol
PO	Purchase Order	SQL	Structured Query Language
RAC	Real Application Clusters	SSL	Secured Socket Layer
RFP	Request for Proposal	TLS	Transport Layer Security

SELECTION OF A SYSTEM INTEGRATOR FOR THE SUPPLY OF SAN SWITCH AND UPGRADE OF SAN STORAGE

SAN	Storage Area Network	UAT	User Acceptance Test
SolMan	Solution Manager	VDI	Virtual Desktop Infrastructure
SRM	Supplier Relationship Manager	VLAN	Virtual Local Area Network
WAN	Wide Area Network	WAF	Web Application Firewall
ZTSA	Zero Trust Secure Access	ZTA	Zero Trust Access

1 PART –I

SECTION – I: GENERAL INFORMATION

1.1 INTRODUCTION

This Request for Proposal (RFP) is being issued for inviting comprehensive proposals (E-bids) from qualified leading System Integrator (SI)/ Service Providers for following:

1. **Supply, install and successful commission products Form A5 at SCI Main Data Center.**
2. **Integrate the HPE Storage with existing IT infrastructure.**
3. **Provide hardware and software maintenance warranty services.**

The RFP is an invitation to the Bidder to make an offer to SCI and sets the framework for conveying SCI's requirements to the Bidder. This RFP provides bidders with the information to prepare and submit proposals through GeM Portal for consideration by SCI to satisfy its requirements for the required infrastructure. Evaluation of the responses to the RFP and subsequent selection of successful bidder will be entirely SCI's discretion. SCI's decision shall be final and binding.

1.2 DURATION OF CONTRACT

Period of contract is three years having following line items/timelines:

S No	Contract Line Items	Period
1	Hardware supply, installation and SCI signoff.	8 Weeks after issuance of Purchase Order
2	Configuration of storage, SAN switch and SCI signoff	2 Weeks after completion of line item 1.
3	Warranty of SAN Switch	Three years after successful signoff from SCI.
4	Upgrade of HPE Primera SAN Storage	Coterminous warranty of HPE Primera SAN storage

Table 1: Duration of Contract

- 1.2.1. Performance Guarantee of any Commercial Bank serviceable at Mumbai branch.
- 1.2.2. The successful bidder has to deposit Performance Security Deposit which will be equivalent to 5% of the contract value, on award of the contract. EMD/Bid Security will be refunded on the receipt of Performance Security.

- 1.2.3. Performance Guarantee of any Commercial Bank of equal amount as of Security Deposit is to be paid by the successful bidder with whom the SCI has not dealt with earlier or whose performance was found to be unsatisfactory in the past.
- 1.2.4. The Bidder is advised to examine the entire tender document carefully. Failure to furnish all information required as per the tender document may result in the rejection of the bid.
- 1.2.5. Contact details:

Deputy General Manager (IT) / Senior Manager (IT)

Main Data Centre, Maritime Training Institute,

The Shipping Corporation of India Ltd,

52-C, Adi Shankaracharya Marg, Powai,

Mumbai - 400072

Contact Number: 022- 2571 6091/6096/6097/6098

Email: infra@sci.co.in

1.3 MICRO & SMALL ENTERPRISES (MSE)

- 1.3.1. MSE registered with bodies specified by the Ministry of Micro & Small Enterprises shall be entitled for all the benefits and preferences as per Government of India directives. **In order to receive the payments within the time specified by the GOI, MSEs, if awarded with the contract, is/are mandatorily required to register themselves with the Trade Receivables Discounting System (TReDS) platform.**
- 1.3.2. MSE bidders are exempted from submission of tender fees and EMD/Bid Security as per provisions in the Tender Document. MSE bidders seeking benefits of MSE as specified in the Tender Documents must submit copy of Registration certificates failing which no benefit of MSE shall be extended.
- 1.3.3. Purchase preference to Indian MSEs (Micro & Small Enterprises) shall be applicable as per the Govt. Of India Policies.
- 1.3.4. Exemption from EMD and Tender Fees may be granted to MSE's as per Guidelines of Government of India.

1.4 TENDER FEE

- 1.4.1. Tender Fee of value Rs.2500 + 18% GST = Total Rs.2950 (Total INR Two Thousand Nine Hundred Fifty Only) should be submitted in the form of Banker's Cheque /Demand Draft drawn by a Scheduled Bank in favor of SCI Ltd.

- 1.4.2. Tender fee may also be remitted / received electronically to designated bank account of the SCI. Bank Details are mentioned at Part I Section I-Clause 10. Scanned copy of payment receipt (Bank Swift copy / UTR No. of payment made) should be uploaded along with technical offer.
- 1.4.3. Tenders received without tender fee are liable to be rejected.

1.5 EARNEST MONEY DEPOSIT/BID SECURITY

- 1.5.1. The tender should be accompanied by Bid Security of remittance of Rs.2,17,133 (INR Two Lakhs Seventeen Thousand One Hundred Thirty Three Only) in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt, banker's cheque or Bank Guarantee (including e-Bank Guarantee - Format as per Section VII) issued by any of the Commercial Banks or payment online (RTGS/ NEFT) in an acceptable form.
- 1.5.2. EMD/Bid Security should have a validity of 45 days beyond the final bid validity period.
- 1.5.3. EMD/Bid Security is refundable, except on withdrawal of the offer before decision and/or failure of the bidder to accept the contract if awarded and/or failure to submit Performance Security on award of the contract.
- 1.5.4. Bidders must submit tender fees and EMD/Bid Security in two separate transactions; otherwise bids are liable to be rejected.
- 1.5.5. **Bidder should submit only single EMD/ Bid Security of the amount INR 2,17,133/-. Multiple EMD's/BID SECURITY will not be accepted.**
- 1.5.6. EMD/Bid Security in cash will not be accepted.
- 1.5.7. The bidder has the option to submit EMD/Bid Security in the form of Bank Guarantee (**refer PART I SECTION VII**) from any Commercial bank.
- 1.5.8. EMD/Bid Security of all bidders who are not selected will be refunded as promptly as possible, but not later than 60 days after the award of the contract to the successful bidder.
- 1.5.9. The successful Bidder's EMD/Bid Security will be returned after signing of the contract and furnishing the Performance Security. The EMD/Bid Security submitted by the successful bidder cannot be adjusted towards Performance Security.
- 1.5.10. Scan copy of bank guarantee or e-Bank Guarantee towards EMD/Bid Security should be attached along with technical offer.
- 1.5.11. Tenders received without EMD/Bid Security are liable to be rejected.
- 1.5.12. The EMD/Bid Security will be forfeited if a bidder:
 - 1.5.12.1. Withdraws his offer after submission at any stage of the tender process within its validity period.

- 1.5.12.2. Seeks amendment of tender terms and such amendment is/are not acceptable to the SCI.
- 1.5.12.3. Qualifies the Award of Contract with his own conditions other than those stated in his response to the RFP.
- 1.5.12.4. Increases the prices quoted during the validity of the quotations and/or the period of extension granted on the validity.
- 1.5.12.5. In the case of the successful bidder, fails:
 - 1.5.12.5.1. To sign the Contract based on RFP terms and conditions.
 - 1.5.12.5.2. To accept the contract, if awarded.

1.6 PERFORMANCE SECURITY

- 1.6.1. Performance Guarantee should be drawn at any Commercial Bank serviceable in Mumbai branch. It should be submitted within 30 days from the date of award of contract and should be valid for the full period of the contract including the extension period plus two months i.e., towards satisfactory performance of the contract.
- 1.6.2. The successful bidder has to deposit Performance Security Deposit which will be equivalent to 5% of the contract value, on award of the contract. It should be submitted in the form of Insurance Surety Bonds/ Demand Draft/ Bankers Cheque/ Bank Guarantee (including e Bank Guarantee) issued by any of the Commercial Banks (in Mumbai) or pay online electronic remittance to SCI Bank account.
- 1.6.3. The Selected bidder has the option to submit Performance Security in the form of Bank Guarantee (refer Section VII) from a commercial bank.
- 1.6.4. Additional Performance Security equivalent to 5% of the contract value has to be furnished by successful bidder with whom the SCI has not dealt with earlier or whose performance was found to be unsatisfactory in the past. Validity of additional performance security should be of full period of the contract including the extension period plus two months.
- 1.6.5. In case of termination of the contract for any reason as per relevant clause of the tender the Security Deposit and/ or Performance Guarantee shall stand forfeited, either wholly or partly and the bidder shall have no claim whatsoever against the SCI in consequence of such termination of the contract.
- 1.6.6. In the event the bidder gives up the work before expiry of the contract including extension periods if opted for by the SCI, or is unable to service the contract for whatever reason, the Security Deposit and/ or Performance Guarantee shall stand forfeited.

- 1.6.7. No interest shall be payable on Performance Security. Performance Security shall be released in accordance with the terms of the contract.
- 1.6.8. The Performance security will be forfeited if successful bidder:
 - 1.6.8.1. Unable / unwilling to service the contract for any reason.
 - 1.6.8.2. Withdrawal in letter / spirit from servicing the contract prior to stipulated expiry date of the contract, including extension period opted by the SCI, if any.
- 1.6.9. The SCI shall also be entitled to make recoveries from the bidder's bills, Performance Security or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement or purchase made against risk purchase clause.
- 1.6.10. The Performance Security paid by the bidder towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after two months on expiry of the contract.

1.7 PROPOSAL RESPONSE

- 1.7.1. Language of Bid: All bids and supporting documentation shall be submitted in English and should be clear, free from jargons and ambiguous words or phrases requiring interpretation. Expressions like 'subject to availability', 'subject to acceptance', 'to be provided later' etc. shall not be accepted.
- 1.7.2. Bidder can download RFP from Shipping Corporation of India website www.shipindia.com or GeM Portal.
- 1.7.3. The numerical outline for the application, the titles/subtitles, and the bidder organization and RFP identification information on each page should be retained.
- 1.7.4. Page numbering of the Proposal Response should be consecutive, beginning with page one and continuing through for each section.
- 1.7.5. Bidder must also include a Table of Contents in the Proposal Response.
- 1.7.6. Bidder should ensure that all pages of the Technical documents are serially numbered.
- 1.7.7. Bidder should NOT quote any price information in the technical bid.
- 1.7.8. Each page of the technical bid and any attachment should have page footer with SCI's name and RFP number. Each page of RFP and all attachments must be stamped and signed by the authorized person and submitted along with Technical Bid as a token of acceptance to all the terms and conditions of this RFP.
- 1.7.9. The technical bid is to be submitted as is and any deviations if any in the Technical bid will not be accepted.

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

1.8 TWO BID FORMAT

The Proposal Document is in Two Bid format viz. Technical Bid and Commercial Bid. The technical bid and commercial bid will be taken through GeM portal. Bidders must login with their respective GeM vendor id and upload their technical and commercial bids. All documents submitted with the Technical Offer should also be signed and stamped and this shall include all technical details as required in FORM A1- Proposal Response Checklist.

1.9 ADDENDUM/ CORRIGENDUM TO THE PROPOSAL

At any time prior to the deadline for submission of proposals, if SCI deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue addendum/corrigendum to this RFP and notify on GeM portal and SCI's website, such addendum/corrigendum shall be binding on all bidders. SCI, at its discretion, may extend the deadline for the submission of proposals.

1.10 PRE BID DETAILS

Pre-bid for the tender will happen on **04/04/2025, at 1100 hrs** at the address mentioned on **Part I Section I-Clause 1.2.4**. Bidders must fill their queries as per **Annexure H** and email to infra@sci.co.in.

1.11 SCI, MUMBAI BANK ACCOUNT DETAILS (INR)

SCI, Mumbai Bank Account Details- The bank details of the SCI's account for electronic remittance is as follows

Beneficiary Name	THE SHIPPING CORPORATION OF INDIA LTD
Bank Name	INDIAN BANK
Account No	416197198
IFSC Code	IDIB000N052

1.12 COMMERCIAL BID

- 1.12.1. The Commercial Bid must be as per the format available in GeM portal.
- 1.12.2. Bidders should quote the rates in INR only.

- 1.12.3. Bidders are advised to exercise greatest care in quoting the rates. No excuse that mistakes have been made or requests for rates to be corrected will be entertained after the proposals have been opened.
- 1.12.4. **Bidders should quote all-inclusive rate with applicable taxes. No other charges whatsoever shall be payable in addition.**
- 1.12.5. The rates (inclusive of GST) shall REMAIN FIRM during the tenure of the contract / extended period of contract and NO ESCALATIONS, whatsoever shall either be claimed or considered.
- 1.12.6. Commercial bids will be opened for only technically qualified bidders.
- 1.12.7. **Bidders are requested to quote their “Best & Final Rate” (inclusive of GST). No revised commercial bid shall be entertained.**
- 1.12.8. **Total Bid Value put by bidder on GeM portal should match with amount submitted in the price breakup document.**
- 1.12.9. In-case of mismatch between GeM total bid value and price breakup document, the commercial bid will be disqualified.

1.13 ASSESSMENT OF TENDER

The tender will be assessed first on the basis of the information furnished in Part I of the tender comprising the **“Technical Offer”**. On the basis of such technical information and POC of the proposed solution, the SCI will assess the capability of the bidder to undertake the contract and, if found unsuitable shall reject the tender.

Commercial bids will be opened only for technically qualified bidders. Technically qualified bidders are requested to login to GeM portal for getting status of tender. Decision of the SCI in this regard shall be final and binding.

Please note that all the information required as per **list of document as per Proposal Checklist - FORM A1** should be properly filled in and all documents of the **Part I (Technical Offer)** must be duly signed & stamped & scanned copies of the same to be enclosed with the tender.

Once a tender is accepted on technical grounds, the selection among such technically qualified Bidders would normally be only on the basis prices quoted. However, the SCI reserves the right to reject any/ all of the tenders without assigning any reasons and the decision of the SCI in this regard shall be final and binding.

1.14 BANNING GUIDELINES

The Bidder has to sign **“Banning Guidelines”** as mentioned in General Terms and Conditions (SECTION - VII Clause 7.28). **Signed Banning Guidelines (PART I SECTION VII)** is required to be submitted as part of

tender. All pages of the Banning Guidelines shall be signed by the same signatory who signs the tender document and has the authority on behalf of the C.E.O of the company he represents. The acceptance of Banning Guidelines shall be unconditional and the bidder must not change any contents of the Banning Guidelines. The signed Banning Guidelines should be enclosed with the Technical Offer of the tender only.

Tenders received without the signed Banning Guidelines and/or without details filled in, shall be rejected.

1.15 INTEGRITY PACT

The Bidder has to sign “**Integrity Pact**” as mentioned in General Terms and Conditions (SECTION –VII Clause 7.27). **Signed Integrity Pact (PART I SECTION VII)** is required to be submitted as part of tender.

All pages of the Integrity Pact shall be signed by the same signatory who signs the tender document and has the authority on behalf of the C.E.O of the company he represents. The acceptance of Integrity Pact shall be unconditional and the bidder must not change any contents of the Integrity Pact. The signed Banning Guidelines should be enclosed with the Technical Offer of the tender only.

Three Independent External Monitors (IEM) are been appointed to oversee the implementation of the Integrity Pact. The name and contact details of IEMs are as follows:

- **Shri Girish Chandra Chaturvedi. E-mail: gcchaturvedi@gmail.com**
- **Shri Deepak Chaturvedi - E mail : chaturvedideep@rediffmail.com**
- **Shri Mukesh Mittal - E mail : mumittal@hotmail.com**

2 SECTION –II: ELIGIBILITY CRITERIA

2.1 ELIGIBILITY CRITERIA FOR THE BIDDER

The bidder's qualification will be determined taking into account the technical capabilities, bidder's financials, as well as the bidder's experience, references and so on as mentioned in the pre-qualification criteria. It will be based upon the documentary evidence of the bidder's qualification submitted by the bidder and such other information as the SCI may deem necessary and appropriate. Bidders are requested to study the requirement and pre-qualification criteria carefully and submit the bids only if they fully satisfy/comply them.

2.1.1 PRE-QUALIFICATION CRITERIA

Parameter	Qualifying Criteria	Credential to be provided
Incorporation and Registration in India	Company registered in India under the Companies Act Or as Proprietary / Partnership Firm as the case maybe.	Copy of Partnership Deed or Memorandum and Article of Association of the Company, as the case maybe. Details of Registration under Shop & Establishment Act shall also be provided
Average Annual Turnover	Average Annual Turnover of over INR 33.0 Lakhs per annum in the previous three financial years (2023-24, 2022-23, 2022-21)	Annual reports which includes balance sheet and P&L Statement of the previous three years Copies to be attached with the tender for year (2023-24, 2022-23, 2022-21)
Audited Financial Statements	Balance Sheets and / or Certificate of the Chartered Accountant for the preceding three years (2023-24, 2022-23, 2022-21)	Copies to be attached with the tender for year (2023-24, 2022-23, 2022-21)
Positive Net Worth	Bidder should have positive net worth in the previous financial year (2023-24).	CA certified Net worth statement to be attached.
Project Execution Experience	Experience on supply of SAN switches, upgrade & configuration of SAN Storage in the last three years in India(per purchase order): 1. One project worth ₹ 87 Lakhs OR 2. Two projects worth ₹ 54 Lakhs each OR 3. Three projects worth ₹ 44 Lakhs each	Purchase orders, work completion / in-progress certificate along with customer references

SELECTION OF A SYSTEM INTEGRATOR FOR THE SUPPLY OF SAN SWITCH AND UPGRADE OF SAN STORAGE

Mumbai based Support Centre and Technical Manpower	<ul style="list-style-type: none"> • The bidder must have at least one fully functional service/ support center in Mumbai/ Thane/ Navi Mumbai operational for last three years with trained and certified engineers for Data Center Implementation, IT Infrastructure management support and maintenance on their payroll. • Bidder organization must have minimum 50 IT certified professional employees focusing Data Center support services/ Data Center Implementation/ IT Infrastructure management support and maintenance on their payroll in Mumbai/ Thane/ Navi Mumbai office. • Bidder organization must have minimum 10 IT certified professional employees having experience on HPE SAN storage upgrade and configuration of SAN switches on their payroll in Mumbai/ Thane/ Navi Mumbai office. (Address Proof and Technical Expert’s Profiles to be submitted). 	Address proof (may include work agreement, utility bills, and property agreement) of support center is to be attached with Form A8 . Information of the personnel should be included in Form A11 .
Quality management systems	Bidder must possess <ol style="list-style-type: none"> 1. ISO 20001:2018 – IT Service Management 2. ISO 9001:2015 – Quality Management 	Valid ISO Certificates for bidder and respective OEMs
Partner Qualification	Bidder must be highest level respective OEM authorized partner for SAN switch and HPE Enterprise Storage for the year 2024-25.	Valid highest level Authorized Partner Certificate to be attached which should be ink signed by partner and OEM.
OEM Authorized Partner	Bidder must have authorization letter from OEM on OEM letterhead for all the products mentioned on Form A5.	Bid specific OEM form (Form A10) to be submitted on OEM letterhead ink-signed by OEM for all the products mentioned on Form A5.
Not Blacklisted Company	Should not be banned or black listed in any of the central Government / central PSUs / for the breach of any business contract for the Supply or Services. Should not be involved in business malpractices, such as evasion of Income Tax, GST etc.	Self-Declaration (Form A6) stating the same required

3 SECTION –III: PROJECT DETAILS

3.1 PROJECT OVERVIEW

3.1.1 EXISTING INFRASTRUCTURE SETUP

SCI is currently having the following:

1. HPE Primera 600 SAN Storage having 34 TB usable capacity.
2. 96 port Brocade 5300 SAN Switch
3. SUN SPARC Servers, Dell PowerEdge, IBM Servers

3.1.2 PROJECT OBJECTIVE

SCI intends to increase the HPE SAN storage capacity and integrate the same with our existing ICT setup through SAN Switch. The bidder is expected to supply SAN switch and upgrade of HPE Primera SAN storage at SCI Main Data Center (MDC). In this respect following expected from the bidder:

1. Supply, Install and Commission the required IT Infrastructure as per Form A5.
2. Integrate the SAN storage infrastructure with existing servers.
3. Provide hardware and software maintenance warranty services as per Form A5.

3.2 TERMS OF DELIVERY

3.2.1 PERIOD OF CONTRACT

1. Delivery of systems, hardware, components, accessories, peripherals and software (Form A5) without any damages within 8 weeks of time frame from the date of issue of purchase order.
2. The installation, commissioning and integration of the hardware with existing network shall be completed within 2 weeks from the date of delivery.
3. Bidder has to provide coterminous warranty for the hardware delivered for HPE SAN Storage and three years of warranty for SAN switch. In this any hardware failure or software issues, hardware and software support is required directly from the respective OEM.

3.2.2 PROJECT TIMELINES

1. The project broadly includes following activities which must be completed within timelines as per below table.

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S. No	Activity	Timeline
1.	Hardware Delivery	8 weeks
2.	SAN Switch and SAN Storage reconfiguration	2 weeks
	Total	10 weeks

Table 2: Project Activity Table

4 SECTION –IV: SCOPE OF WORK

4.1 HARDWARE DELIVERY

Bidder has to supply, install, commission and maintain following equipment's as per BOQ and technical specification provided in **Form A-5** with necessary accessories at SCI Main Data Centre, Mumbai.

1. Bidder has to provide all necessary hardware and software with drivers required strictly as per technical specifications or better products as per industry standards. The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to meet SCI's requirements. However no weightage would be given for higher configurations.
2. **Bidder has to deliver entire hardware and software licenses as per assets mentioned in Form A5, in a single transaction (in a single date/ day). Partial delivery/ delivery in parts of hardware and software devices will not be acceptable to SCI.** In such cases as per clause 6.2, penalties outlined in the SLA with respect to delivery for such product will be enforced against the bidder.
3. The Bidder will provide the hardware as per **Form A5**, in case at the time of delivery if the same model is not available then the bidder may supply the latest available higher model at no extra cost. The new offered model should be comparable as per **Form A5** specifications. The SCI's prior permission is needed if the bidder is supplying new hardware at the time of delivery.
4. The products should be latest and should not have been declared EOL or EOSL. The products quoted are required to be with latest upgrade hardware and software. There should be a commitment for support of hardware for a minimum of seven years from the date of acceptance from SCI.
5. In the event of receiving a faulty product/incomplete (w.r.t Form A5)/fails to power up; the bidder is obligated to promptly replace the product. In such cases as per RFP clause 6.2, penalties outlined in the SLA with respect to delivery for such product will be enforced against the bidder.
6. Bidders should provide complete data sheet and legal documentation of all the proposed systems, licensed operating systems, licensed utility software and other licensed management software if needed with no extra charges to SCI.
7. Bidders should provide documentation for hardware support and software licenses from OEM.
8. **The premium comprehensive onsite warranty for devices mentioned in Form A5 will start from the date of acceptance and signoff by SCI team. The bidder should submit warranty (for hardware)/Annual Technical Support (for software) certificate from the OEM/ letter from OEM confirming the same.** Cost if any, for such type of support i.e. care pack or equivalent should be included in the cost of the asset and no extra cost to be indicated separately.
9. Successful bidder has to provide operational training of the proposed products to SCI IT team and Data Centre Administrators. The cost of training has to be borne by the bidder.

10. Successful bidder has to provide technical support for configure/ reconfigure / OS installation/ patch installation / upgrades / updates for above products during the warranty period.
11. Bidder should have a tie-up with the respective OEMs for installation and configuration. The installation and configuration must be performed by respective OEM or authorized bidder of OEM. It must be certified by the respective OEM and bidder has to submit the OEM certification for the same. OEMs shall be responsible for successful implementation and system operations. Bidder shall provide an undertaking from the respective OEMs for the necessary tie-up as mentioned above.
12. Bidder shall nominate an Account Manager/Senior functionary as single point of contact for day-to-day coordination with SCI throughout the project period. The bidder also has to allocate technical team having expertise in all supplied hardware, network and Software components.
13. Bidder has to complete the project within defined timelines and shall depute experienced and knowledgeable resources for installation and configuration of all the products. Detailed installation plan including commands, print screens and steps to be submitted before the activity.

4.2 INSTALLATION AND COMMISSIONING

The bidder must arrange in its own capability, to extend UPS power to the racks for all the new devices, in SCI Main Data Center from the power source provided by SCI.

1. The bidder should arrange all the required power cables, fiber optic cables, patch panels, fiber optic patch cords required to build the newly created IT environment as well as connectivity with the old IT set up at SCI Main Data Center.
2. Any power adapters/cables required for the existing racks to accommodate the new devices is also to be arranged by the bidder. All necessary supply and services are to be supplied by the bidder.
3. Successful bidder has to install rack mount rail kit for all devices mentioned in **Form A5**.
4. The bidder has to integrate the proposed SAN Switch and HPE SAN storage with existing SAN Switch. The existing SAN Switch is currently on 8 Gbps.
5. The bidder should ensure minimal downtime during the upgrade, complete the installation within the proposed timeframe and have a rollback plan in case of any issues. The bidder should have the contingency plan prepared for the entire migration process.
6. The bidder should conduct thorough post-implementation testing to validate new device performance, document all upgrade processes and conduct OEM training sessions for SCI stakeholders to familiarize them with device installation and operation.
7. The bidder should ensure OEM support availability during the upgradation activity.

4.3 SAN UPGRADE

SCI wants to upgrade existing HPE SAN storage while ensuring minimal downtime and data integrity. The HPE storage is staging mission critical data and bidder has to take utmost care while upgrading the storage with no/minimal downtime.

4.3.1 ASSESSMENT AND PLANNING

1. Evaluate the existing HPE SAN environment, including storage arrays, enclosures connectivity, volume expansion, SAN switch connectivity and etc.
2. Bidder has to develop a plan outlining the steps, timelines, and responsibilities for connecting existing SAN with new proposed SAN.
3. Bidder has to identify the target SAN environment and ensure compatibility with the existing infrastructure.

4.3.2 DATA SYNCHRONIZATION

1. Establish a synchronization mechanism to ensure that data remains consistent during storage reconfiguration and upgrade process.
2. Depending on the size of the data and the downtime constraints, you may choose synchronous replication, asynchronous replication, or other methods to synchronize data between the SANs.

4.3.3 CONFIGURATION AND CONNECTIVITY

1. Bidder has to configure the new SAN environment, by connecting to SAN switches, configure zoning and ensure connectivity with the existing and new servers.
2. Bidder has to validate connectivity between the existing servers and the HPE SAN storage to ensure that data can be accessed after the storage upgrade.

4.3.4 DATA CONSISTENCY

1. Bidder has to notify SCI stakeholders about the upgrade plan and schedule downtime for the upgrade window.
2. The bidder must prepare documentation outlining the upgrade procedures, including a rollback plan, and ensure backups of critical data are taken to protect and recover data in case of any upgrade issues.
3. Bidder has to monitor the upgrade process closely, addressing any issues or errors that may arise during the upgrade.

4.3.5 VALIDATION AND TESTING

1. Once the upgrade is complete, bidder has to perform validation tests to ensure that data is accessible in the upgraded SAN environment.
2. Bidder has to verify that applications and services are functioning correctly and that performance meets expectations.

4.3.6 POST-UPGRADE ACTIVITIES

1. Bidders are required to update documentation to reflect any changes made during the upgrade process.
2. Bidders has to notify stakeholders and users about the completion of the upgrade and any post-upgrade steps or actions required.

4.3.7 DOCUMENTATION AND REPORTING

1. Bidder has to document the upgrade process, including any issues encountered, solutions implemented, and lessons learned.
2. Generate reports summarizing the upgrade activities, including timelines, downtime, and data migration metrics.

4.4 SAN SWITCH CONFIGURATION

Bidder has to integrate new SAN switch with existing Brocade 5300 SAN switch, hence its paramount importance that bidder propose switch which is compatible to Brocade 5300 for seamless integration. The current switch is fibre channels are of 8 Gbps populated with 4 Gbps FC modules.

4.4.1 PRELIMINARY PREPARATIONS

1. **Compatibility Check:** Bidder has to ensure both the existing and new proposed SAN switches are compatible in terms of model, firmware version, and zoning methods (soft or hard zoning).
2. **Fabric Design:** Bidder has to configure the new SAN on single fabric using ISL (Inter-Switch Link).
3. **Cable and Ports:** Verify you have the necessary cables (typically Fibre Channel cables) and available ports on both switches.

4.4.2 FABRIC MERGING

1. Both switches must operate to merge them into the same fabric. This enables seamless communication between the devices connected to both switches.
2. Once the new switch is connected, monitor the **fabric health** and the **ISL link** to ensure stability. Two switches listed should be as part of the same fabric.

3. Bidder has to verify that the new switch does not disrupt **redundancy** or **failover** paths and should ensure there's no single point of failure in the fabric.
4. Test failover by disconnecting a cable from one switch and verifying that devices can still access the storage via the other switch.

4.4.3 CONFIGURE ZONE CONFIGURATION

1. Bidder has to perform zoning between HPE SAN storage and existing servers for seamless data transfers.
2. Post zone configuration, bidder has to assign volumes from HPE SAN Storage to existing servers.

4.5 BACKUP CONFIGURATION

SCI is currently using **Veritas NetBackup** utility to take backup of SCI's existing systems. The existing backups are taken as per script based SCI backup policy which is defined in the central console of Veritas NetBackup tool. The current backup is directly written on LTO4 backup tapes over LAN. SCI intends to continue with the existing backup tool by using disk-to-disk to tape technology.

4.5.1 DISK TO DISK TO TAPE

1. The backup are script based and bidder must configure the backup scripts to transfer backup data to SAN Storage.
2. The retention period of the disk backup will be ascertained by the OEM in discussion with SCI.
3. A new complete backup policy is to be finalized with SCI before implementing.

4.5.2 SECURE BACKUP & FAST RECOVERY

1. The backup scripts must be able to take image-based, file-based, database-specific, backups for Virtualised environment, NAS, Windows and Linux Native backup and recover the same on the respective instances.
2. Bidder needs to install, configure/reconfigure various types of backup/devices, backup/restore, generate reports, take corrective actions, maintain and monitor the existing and new storage and devices connected to it directly or indirectly.
3. Bidder also has to take backups as per SCI backup policy and maintain necessary documents regarding backup at SCI Main Data Center.
4. Bidder has to configure/reconfigure/manage Disk-Disk-Tape configuration for all devices and applications.

5. The bidder should maintain/manage the existing and new storage efficiently, ensure all configurations are best suited for SCI and servers presented with LUN have proper drivers.
6. The health of Storage should be monitored on regular basis for optimum performance.
7. Bidder should perform restore drills for backups with the assistance of Application team owners as per schedule drawn by them.

4.6 USER ACCEPTANCE TEST AND FINAL ACCEPTANCE TEST

Acceptance test by SCI will comprise of accepting each one of the supply criteria, implementation criteria, upgrade criteria and training as mentioned in the respective sections.

1. **UAT team:** The User Acceptance team may comprise of members from SCI, its IT Service Provider, bidder, OEM and other stakeholders for this project.
2. **UAT Format:** The UAT format for each separate OEM would be decided during the documentation phase. However, in minimum, it will comprise of the criteria set forth in the Supply, Implementation, and upgrade phase above.
3. **UAT Environment:** Bidder has to create UAT environment in discussion with SCI team. The test/pilot case, for each scenario will be first tested in UAT environment.
4. **UA Test Cases:** The UAT test cases for each separate OEM would be decided during the testing phase in close coordination with SCI team. UAT will be conducted during the declaration of completion of each milestone.
5. **UAT Documentation:** Bidder and OEM has to submit a clear documentation for the UAT and must comprise of feature, SCI acceptance criteria, the OEM output and the acceptance remarks of each stakeholder.
6. **Final Acceptance Test:** As discussed above, it will be given as a final acceptance before the Go Live of the entire solution.

4.7 GO-LIVE

A well-defined strategy ensures a smooth transition and minimizes potential disruptions. Bidder has to submit a Go Live strategy during documentation phase which shall comprise of

1. **Validation Testing:** Before the actual Go Live, bidder must conduct thorough validation testing to ensure that all systems, applications, and services function correctly in the new data centre environment. This includes functional, performance, and security testing.

2. **Rollback Plan:** The bidder must develop a rollback plan in case unexpected issues arise during the Go Live. This plan should detail the steps to revert to the previous state to minimize downtime and disruptions.
3. **Communication Plan:** The bidder must establish a comprehensive communication plan that includes notifying all stakeholders, end-users, and support teams about the upcoming Go Live. They shall provide clear instructions on who to contact in case of issues and how to report them.
4. **User Support and Helpdesk Readiness:** The bidder shall train SCI support teams, ensuring they are well-prepared to handle an increased volume of inquiries during the Go Live. Monitor support channels closely and address issues promptly.
5. **Monitoring and Alerting:** The bidder shall implement robust monitoring and alerting systems to track the performance of critical systems and applications. Set up alerts for any unusual behavior or potential issues to enable proactive resolution.
6. **Contingency Planning:** The bidder shall identify potential risks and develop contingency plans for each. This includes power outages, network disruptions, or other unforeseen events.
7. **Performance Testing:** The bidder must conduct performance and Load testing in a production-like environment to ensure that the infrastructure can handle the expected load. Identify and address any performance bottlenecks before the Go Live.
8. **Post-Go Live Stabilization Period:** The bidder shall have a dedicated support team available immediately after the Go Live to address any issues reported by end-users or system monitors for a period of two months. This team should be ready to provide quick resolutions and document any recurring issues for further analysis.
9. **Metrics and Key Performance Indicators (KPIs):** The bidder shall define and monitor relevant metrics and KPIs to evaluate the success of the Go Live. This may include system uptime, response times, and user satisfaction surveys.
10. **Documentation of Changes:** The bidder must document all changes made during the migration process. This includes configurations, settings, and any adjustments made to the systems in the new data center.
11. **Post-Implementation Review (PIR):** The bidder must conduct a post-implementation review to assess the success of the upgrade. Document lessons learned, identify areas for improvement, and use this information for future data center migration projects.
12. **Security Validation:** The bidder must validate the security configurations and measures in the new data center. Ensure that firewalls, access controls, and other security mechanisms are functioning as expected.

- 13. Training and Documentation:** The bidder shall ensure that relevant staff and end-users as delegated by SCI are trained on any changes related to the data center upgrade. Provide updated documentation and support resources to assist users during the transition.
- 14. Incremental Go Live:** The bidder shall consider a phased or incremental Go Live approach, as documented during the documentation phase.

4.8 POST UPGRADE CHECKS

4.8.1 DATA INTEGRITY CHECKS

1. Pre-upgrade and post-upgrade data sets should be compared for data non-integrity issues. Data integrity checks should check the following data parameters:
 - a) Raw data integrity
 - b) Business rules / configuration rules
 - c) Data relations

4.8.2 PERFORMANCE REVIEW

1. Post-upgrade audit should review the performance of the new environment. The performance of the database, servers, applications, operating system, etc should be compared with the upgrade objectives as well as the pre-upgrade environment. Such an analysis assures the management that the migration objectives have been achieved. All reports must be submitted by the bidder to SCI for successful implementation.

4.9 WARRANTY

The warranty shall start after delivery of all hardware and from date of acceptance by SCI. The bidder shall maintain the complete ICT infrastructure in good working order. The warranty maintenance service shall consist of preventive and corrective maintenance and shall include:

- 1. The HPE Primera 600 storage warranty is upto 18th December 2026. Bidder shall provide coterminous warranty for the devices supplied to upgrade HPE SAN Storage.**
- 2. Bidder shall provide three years warranty for the SAN Switch.**
3. Bidder shall nominate an Account Manager/Senior functionary as single point of contact for day-to-day coordination with SCI throughout the maintenance period. The bidder also has to allocate technical team having expertise in all supplied hardware, network and Software components.
4. The bidder will provide escalation mechanism with complete details including address, phone number (office as well as residential), mobile number etc. of the allocated resources.

5. 24x7 comprehensive onsite OEM warranty with proactive support along with priority call handling, half yearly review of service delivery, patches & firmware analysis of system and system health check report and implementation. For ensuring this, the bidder will have tie-ups with the respective OEMs for the entire period of Warranty support in accordance with the service levels defined.
6. Respective OEMs have to provide 24x7 comprehensive onsite/ offsite technical assistance center (TAC) support warranty for the respective software listed in Form A5 for a period one year with issue resolution as per clause mentioned in Form A5 under each component of technical specification.
7. In this support OEM has to provide all-inclusive technical assistance center (TAC) support by OEM qualified service professional. SCI may implement new features later on the procured devices/applications, which the OEM/ TAC team must implement and support.
8. All the licenses for the products mentioned in Form A5 should be activated from Day 1.
9. Bidders should provide comprehensive support warranty with response time and issue resolution as per clause mentioned in Form A5 under each component of technical specification.
10. In this support OEM has to handle the spares replacement/upgrade by OEM qualified service professional.
11. The bidder shall provide and install updates and upgrades for the entire set of ICT infrastructure as and when released by the OEM (latest patches). Software updates/upgrades shall also be done keeping in view advancement in technology, shortcomings of the system, security vulnerabilities, or changes required for improving functional efficiency and security level of the system. The bidder should ensure that the security patches are applied after every reinstallation/ maintenance activity. The Service Levels defined in Annexure-XII shall be applicable for security patches implementation. In case of breach, penalties applicable have been defined in same section. The plan for any upgrade duly approved by OEM(s), should be submitted to SCI in advance along with rollback plan for approval. The activity should be planned in coordination and approval of SCI. Depending on criticality of activity, on instructions from SCI, the bidder shall arrange the OEM resource at the site. The bidder shall ensure complete rollback to original status in case of problem and shall take necessary system backups before any activity of hardware/SW upgrade/Changes in configuration etc.

4.10 TRAINING

The primary objective of the training is to achieve 100% end user adoption of the new implemented system. Training shall be provided in English Language. The bidder shall propose a training plan (including training curriculum and calendar) so that there is a proper transfer of knowledge about the deployed systems to utility staff and its team. A comprehensive training plan has to be submitted by the bidder before hardware delivery and installation of the devices.

1. **Audience:** SCI team having team size of 15 members.
2. **Advance Notice:** At least a weeks' notice is to be given for any training to be given by the bidder.
3. **Venue:** All Trainings must be on site in the DC. In no case the training may be online. The venue will be finalized by SCI.
4. **Trainer:** The trainer must be from the OEM of the supply. They must have hands-on knowledge of the topic covered by them.
5. **Attendance Sheet:** An attendance sheet must be put forward by the bidder, at the time of UAT as a testimony to the trainings conducted.
6. **Content:** A comprehensive book along with its soft copy (pdf/docx) containing the materials to be trained by the trainer on the session must be handed over to each of the trainee.

4.11 TRANSFER OF ASSETS

The ownership of the supplied Equipment along with its warranty and all other associated rights shall be transferred within 75 days after successful Commissioning and Acceptance of each milestone by SCI. All the risks, responsibilities, liabilities thereof in respect of all equipment shall remain with bidder till acceptance of each milestone. All licenses are to be provided in the name of Shipping Corporation of India Ltd. Contact details including email id of SCI will be provided to the successful bidder.

The bidder shall provide following documents during handover of assets as per milestones:

1. Invoices with serial no of devices
2. Bill of Material
3. OEM Warranty certificates
4. OEM certification regarding transfer of assets to SCI
5. Duly received Delivery challan at all locations
6. Software license details
7. Final Acceptance report signed off by SCI
8. Any other document specified by SCI

5 SECTION –V: RESPONSIBILITES AND DELIVERABLES

5.1 RESPONSIBILITIES OF BIDDER

- a) The Bidder shall submit implementation Plan and Project Plan detailing each task with target date and assigned resource persons (OEM/Bidder) including the plan for installation of all supplied items.
- b) The solution design should ensure implementation industry standard best practices and security policies. The design should be vetted by the OEMs involved. The design will be accepted when signed off by SCI, bidder and OEM.
- c) The bidder will treat as confidential all data and information about SCI, obtained during the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of SCI. All intellectual rights (copyright) for the content shall remain with SCI and bidder shall ensure that upon successful completion, copies of the content are not retained by them or their staff in any manner.
- d) The bidder shall submit implementation plan and project plan detailing each task with target date and assigned resource persons (OEM/Bidder) including the plan for installation of all supplied items.
- e) All installation and configuration has to be performed on site and no remote access/ support will be allowed.
- f) Bidder has to bring removable/ portable media with installation packages/ drivers/ firmware updates for installation and configuration of ICT Infrastructure. No internet access will be provided on ICT infrastructure.
- g) In case during the warranty period if it is observed that any of the supplied equipment is not able to meet the specifications prescribed in the tender document, the bidder, at its own cost, shall replace that equipment with same or higher equivalent equipment meeting the technical specifications.
- h) The bidder shall not, without the SCI's prior written consent, make use of any document or information except for the purposes of performing the Contract.
- i) The bidder shall nominate a person, who will be the single point of contact for SCI for the entire project.
- j) It will be the responsibility of bidder to appoint additional staff if required so that the project is completed within the stipulated timelines.
- k) The Bidder's staff should at all times carry identity cards.
- l) It must be ensured by the Bidder that the staff entering SCI premises maintains strict discipline and does not in any way interfere in any other work of SCI and adhere to the designated work only.

- m) Any staff found to be lacking in discipline will not be allowed to enter SCI premises and the bidder should withdraw him/her from the project immediately.
- n) The Successful bidder has to make sure that SCI applications can run smoothly and users from all the location get access to application running on old and new infrastructure.
- o) The bidder will have to ensure all software and patches are applied at least till N-1 level. Where there is a deviation the same must be recorded and maintained for future reference/action.
- p) Bidder has to ensure that addition of new ICT Infrastructure should no way reduce the SCI IT security posture. Bidder has to take all measures to uphold/maintain and improve the SCI IT security policy.
- q) In case there is any change on IT policies due to addition of new IT infrastructure, bidder has to review policies and suggest improvements in the existing policies configured on an on-going basis to reduce the occurrence of false positives.
- r) Root Cause Analysis of all failures – a preliminary report shall be submitted within 24 hours of the failure and a detailed technical analysis report on the root cause from OEM shall be submitted within one week from the date of failure. The issue will be closed post signoff from SCI team.

5.2 RESPONSIBILITIES OF OEM

- a) Certification of the solution implemented at SCI.
- b) Certification of the product configuration completed as per OEM industry best practices.
- c) Respective OEMs shall be responsible for successful implementation of their supplied hardware/software. Bidder shall provide an undertaking from the respective OEMs for the necessary tie-up as mentioned above. The installation, configuration and integration of the hardware/software shall be done by the OEMs team in close coordination with bidder and SCI.
- d) OEM must have proactive mission critical support/ data center care Support/Highest level of support available for critical equipment (equipment whose failure can result in total service failure) i.e. SAN Storage, SAN Switches etc. to maintain the Service Levels defined in SLA.
- e) OEM has to share the escalation matrix.
- f) 24x7 support for other equipment which shall include guaranteed delivery of spare parts and maximum call to repair so as to meet the applicable SLAs.
- g) Provision to log complaints/ open support cases directly with OEM.
- h) Updates of firmware software – The OEM has to deploy the updates as released on-site or offsite.
- i) On-site support of OEM for troubleshooting in case of critical failures, especially for the failures extending beyond the permissible downtime.

- j) Services of OEMs shall be required for installation, implementation & integration with existing infrastructure.
- k) Respective OEMs shall vet the equipment configuration prepared by the supplier/System Integrator. Fine tuning / modifications required in configuration of the equipment as per best practices shall be suggested by the OEM.

5.3 DELIVERABLES

- a) Delivery of all hardware and software assets as per Form A5 at SCI.
- b) Transfer of assets in the name of SCI.
- c) 24x7 Onsite Technical Support for equipment maintenance and management for the implementation period.
- d) Back to back support contract / agreement from OEM/OEM Partner to meet the service level agreement (SLA) under this RFP. Bidder should provide evidence of such support contract with OEM with response to this RFP.
- e) The warranty for IT equipment mentioned in RFP should be valid for contract period with response time as mentioned in Form A5 for corrective maintenance calls. Successful bidder and SCI will prepare mutually agreeable preventive maintenance schedule for equipment and components under RFP on monthly/quarterly basis. Successful bidder shall carry out preventive maintenance in accordance with such schedule.
- f) Escalation Matrix of successful bidder and respective OEM.
- g) Confidentiality and Non-Disclosure Agreement (**Annexure I**).

6 SECTION – VI: SERVICE LEVEL AGREEMENT

6.1 SLA FOR PROPOSED SOLUTION DESIGN

S. No.	Description	Time Period after issue of SCI Purchase Order (PO)	Penalty
1.	The bidder must organize an introductory meeting to present and elaborate on the proposed solution. Bidder should Submit: <ul style="list-style-type: none"> • Back to Back orders to respective OEMs • Delivery time lines • Submission Security Deposit and Performance Bank Guarantee • Data Sheet for all the new ICT Infrastructure 	Within 30 days (including weekends and holidays) after issue of PO	INR 2000 per day after 30 days will be deducted from submitted invoices/PBG/SD.

6.2 SLA FOR DELIVERY, RACK INSTALLATION AND CONFIGURATION

S. No.	Description	Time Period after issue of SCI Purchase Order (PO)	Penalty
1.	Hardware has to be delivered in SCI and get Signoff from SCI team.	Within 56 days (including weekends and holidays) after issue of PO	INR 3000 per day beyond 56 days for any delay in deliverables.
2.	HPE SAN storage reconfiguration, SAN Switch rack installation, power on of hardware and get signoff from SCI team.	Within 70 days (including weekends and holidays) after issue of PO	INR 5000 per day beyond 70 days for any delay in activity completion.

Note: One week includes all seven days of the week (i.e. including Saturday, Sunday and any public holiday).

6.3 SLA FOR WARRANTY AND AMC ASSETS MENTIONED IN FORM A5

S No	Type of Failure	Quarterly Service Levels % (Uptime)	Penalty charge per quarter
1.	Individual System/ Equipment availability (hardware Assets mentioned in Form A5)	99.75%	INR 10000 for every 0.01% of downtime beyond the defined Service Levels.

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2.	Individual System/Equipment partially available (part of the system is faulty)	99.50%	INR 5000 for every 0.01% of downtime beyond the defined Service Levels.
3.	Fault/Problem Resolution Period like patches, upgrades and configuration changes	99%	INR 1000/- for every 0.01% of downtime beyond the defined Service Levels.

Note:

1. The overall penalties shall be capped at 10% of the full contract value including taxes, duties etc. which is in addition to any applicable Liquidated Damages. In case the total penalty exceeds the maximum limit, SCI reserves the right to cancel the contract and forfeit the Security Deposit.
2. In case Total Service failure and Equipment/Part failure both are applicable for same duration, the higher one shall be charged.
3. **All penalties shall be recovered from the invoices and/or PBG/Security Deposit and/or any other payment due to the bidder.**
4. No personnel other than officially deputed on the project shall be deployed at SCI premises either for training or any other purposes.
5. In case of any compromise of data due to the Security Breach then double penalty will be levied (this will not be counted within the maximum penalty cap limit). The security breach will include but not limited to successful penetration of any Virus, trojan, malwares, zero-day attacks, intrusion, Denial of Service Attacks, etc. up to the server level.
6. Any delay on account of SCI will not be considered while calculating penalty.
7. Any hardware delivered faulty/ found faulty after rack installation has to be replaced by the bidder immediately and will be considered as not delivered. Penalty will be applicable as per point no 1 as per above table 6.2.
8. SCI will not provide Work from Home for any engineer for this support.
9. In case during the warranty period if it is observed that any of the supplied equipment is not able to meet the specifications prescribed in the tender document, the bidder, at its own cost, shall replace that equipment with higher end equipment meeting the technical specifications.
10. Any software feature mentioned in the technical specification in Form A5 which is not working post implementation (not activated/ buggy) will be considered non-compliant and bidder has to provide a compliant solution without any cost to SCI.
11. Any personnel deployed by contractor/bidder on SCI premises should adhere to SCI code of Conduct. Personnel should not engage in any wrongdoing, disobedience/misconduct, adopting to illegal/ foul method/ exercising in corrupt practice in collusion with any third party or officials. Bidder should provide immediate replacement in such cases.

7 SECTION – VII: GENERAL TERMS AND CONDITIONS

7.1 PROPOSAL SUBMISSION

The bidder should bid through GeM Portal before submission date and time i.e. not later than **1700 hours (IST) on 18/04/2025**.

Bidders are requested to login GeM portal viz. <https://gem.gov.in/> for technical and commercial bid submission. Detailed Tender Notice is also available on SCI - website www.shipindia.com and GeM portal.

Cost of tender document and EMD/BID SECURITY should be deposited in the SCI's Bank Account. All bids submitted must meet the requirement of the RFP document. Incomplete bids will not be considered for further evaluation. **No manual / postal / Email / Fax offers will be entertained / accepted.**

7.2 OPENING OF PROPOSALS

Technical Bids and commercial bids will be opened on the declared date on GeM portal. Commercial bids will be opened for only technically qualified bidders.

7.3 EVALUATION AND SELECTION PROCESS

The bidder evaluation and selection will be conducted in following phases:

Scrutiny of documents with respect to administrative compliance and the Pre-qualification Criteria.

- i. Technical Evaluation of bids as per Qualification Criteria.
- ii. Evaluation of Commercial Bids of technically qualified bidders.
- iii. Final award of the Contract.

7.4 BIDDERS' QUERIES and CLARIFICATION OF RFP

The prospective bidder may submit their queries to SCI on E-mail address "infra@sci.co.in" in the prescribed format (mentioned in **Annexure H**) as per the time lines mentioned in the RFP. Bidder's queries will responded through GeM Portal.

Any modification of the RFP, which may become necessary as a result of the bidder's queries, shall be made by the SCI exclusively through the issue of an Addendum. Addendum will be published on the SCI's website and GeM portal 7 days' time prior to the last date for receipt of bids.

7.5 AMENDMENT TO BIDDING DOCUMENT / SUBMISSION OF MULTIPLE BIDS

SCI, at its discretion, may extend the due date for submission of bids. The Bidder shall neither be allowed to change/modify the submitted bidding documents by any amendments nor be allowed to submit more than

one tender after the tender submission deadline. This duration also includes extensions period of tender due date.

7.6 DURATION OF CONTRACT

Period of contract is three years having following line items/timelines:

S No	Contract Line Items	Period
1	Hardware supply, installation and SCI signoff.	8 Weeks after issuance of Purchase Order
2	Configuration of storage, SAN switch and SCI signoff	2 Weeks after completion of line item 1.
3	Warranty of SAN Switch	Three years after successful signoff from SCI.
4	Upgrade of HPE Primera SAN Storage	Coterminous warranty of HPE Primera SAN storage

7.7 TECHNICAL BID (PART-I)

- All Technical and supporting documentation shall be submitted in English, should be clear, free from jargons and words or phrases requiring interpretation. Expressions like 'subject to availability', 'subject to acceptance', 'to be provided later' etc. shall not be accepted.
- Signed RFP:** Each page of RFP must be stamped and signed by the authorized person and should be submitted along with Part-I of the tender.
- FORM A1:** Proposal Response Checklist maybe referred to verify completeness of a technical bid. List of all the mentioned supporting document should be submitted along with Part-I of the tender.
- FORM A2:** Each bidder must provide contact information – name of person, contact address, telephone, email, fax, to SCI for notification in case of changes to the RFP. This information should be provided by the bidder to SCI through an email to "infra@sci.co.in".
- FORM A3:** Company profile and financial history to be submitted. A photocopy of company registration (under Indian Companies Act), Partnership registration certificate, PAN No. and GST Registration should be submitted along with Part – I of the Tender.
- FORM A4:** Clientele Experience to be submitted along with Technical Bid for assessing Project Execution Experience. A copy of previous PO, Contracts or work order completion should be submitted along with Part-I of the tender.

7. **FORM A5:** Product & Services Checklist Form to be submitted along with Technical bid for assessment/compliance.
8. **FORM A6:** Declaration by bidder regarding black listing/banned/debarred by GOI or PSU in India completion should be submitted along with Part-I of the tender.
9. **FORM A7:** Declaration by bidder for agreement to terms and condition as per the RFP should be submitted along with Part-I of the tender.
10. **FORM A8:** Declaration by bidder for support Center operation in Mumbai should be submitted along with Part-I of the tender.
11. **FORM A9:** Tender Submission form with the proof of transaction for Tender Fee & EMD to be submitted.
12. **FORM A10:** OEM Manufacturer Authorization Form should be submitted along with Part-I of the tender.
13. **FORM A11:** Personnel details who will be deployed at SCI for the project should be submitted along with Part-I of the tender.
14. **EMD/Bid Security as Bank Guarantee Format:** Refer **Annexure A:** For submission of EMD/Bid Security as PBG, format provided in SECTION VII should be submitted along with Part-I of the tender. Successful Bidder may too use this format to submit Performance Security/Additional Performance Security.
15. **EMD/Bid Security Declaration - Refer Annexure B:** Declaration by bidder (**certified MSME Bidder only**) should be submitted along with Part-I of the tender.
16. **Integrity Pact - Refer Annexure C:** Signed and stamped Banning Guidelines by authorized signatory should be submitted along with Part-I of the tender.
17. **Banning Guidelines -Refer Annexure D:** Signed and stamped Banning Guidelines by authorized signatory should be submitted along with Part-I of the tender.
18. **Land Border Guidelines Refer Annexure E:** Signed and stamped Land Border Guidelines by authorized signatory should be submitted along with Part-I of the tender.
19. **Local Content Declaration Refer Annexure F:** Declaration by bidder iterating local content for the service/product should be submitted along with Part-I of the tender.
20. Page numbering of the Proposal Response should be consecutive, beginning with page one and continuing through for each section. Bidder should ensure that all pages of the Technical bid are serially numbered and total number of pages indicated in the covering letter. Table of Contents to be included in the Proposal Response.
21. The submission of the tender by the Bidder implies that he has read these instructions and has made himself aware of the scope of supply/work and the conditions of tender/contract and the SCI will not therefore, pay any extra charges on any account in case the Bidder finds at later date that it has misjudged/misunderstood any conditions.

7.8 PRICE OFFER (PART –II)

1. Bidder to quote Offer Price (Inclusive of GST) on GeM Portal.
2. If contract is awarded, selected L1 bidder has to provide item wise price breakup (Unit Cost and GST Cost) in separate sheet as per the Sample Pro-forma (**Form B**) available in GeM bid document.
3. **“OFFER PRICE” put by bidder on GeM portal should match with “Total value of the item-wise Price breakup as mentioned in Form B”. In case the offer price does not match with the item-wise price breakup, the bid shall be treated unresponsive and will be disqualified.**
4. Item wise rates provided by selected bidder will be considered while processing the invoice.
5. All rates must be quoted as per the Price Offer format **Part II (PRICE OFFER)**
6. Bidders should quote only in Indian Rupees for all the items.
7. The Offer Price i.e. total bid value for supply of products and services mentioned in the SoW shall be **“All Inclusive”**. No other extra charges whatsoever shall be payable in addition.
8. **The bidder has to quote for all the items. If any of the items is quoted blank or nil or zero charges, the bid shall be treated as unresponsive and will be disqualified.**
9. All rates quoted should be Inclusive of GST (Goods and Services Tax), however **HSN** along with GST percentage for each item should be mentioned in **Form A5** (Product & Services Checklist Form).
10. The quotation shall be inclusive of charges in respect of Workmen’s Compensation and Common Law liabilities payable by the bidder towards injury, death etc. caused to labor, staff etc. employed by him.
11. The Bidders are requested to quote their best and final offer in the Price Offer Part-II of the tender document. No revised offer shall be entertained. No conditional quotations will be accepted.
12. Any revision (increase/ decrease) in statutory levy (GST) after the awarding of the contract will be entertained, whenever revised, subject to production of proper documentary evidence in that respect. The revision shall be granted from the date of applicability of said revision in statutory levy.
13. The rates shall REMAIN FIRM during the tenure of the contract / extended period of contract and NO ESCALATIONS, whatsoever shall either be claimed or considered.

7.9 VALIDITY

1. The rate (Unit Cost) given in tender should be valid for acceptance by the SCI up to SIX MONTHS (6) from the due date. In case processing/ acceptance of the tender takes more than six months, the Bidder who wishes to withdraw his Price Offer, shall have to write to the SCI within a week of expiry of SIX MONTHS (6) withdrawing his Price Offer, else the rate will hold valid till the tender finalization.
2. In case the Bidder increases its Price Offer during the validity of the quotation, the tender would be liable to be rejected.

7.10 SECURITY CLAUSE

1. While evaluating tenders regard would be paid to national defense and security consideration.
2. The Bidder will be responsible to the SCI for ensuring that men and services being employed by them do not pose a threat to safety and security of the SCI.

7.11 LAW OF LAND

The Bidder shall abide by and comply with all local, national as well as international laws in connection with supplies and services rendered under the subject contract. The SCI shall not be responsible for breach of law, if any, by the Bidder.

7.12 BIDDER TO INFORM HIMSELF FULLY

The Bidder shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting. If the Bidder have any doubt about the meaning of any portion of the tender specification or finds discrepancies or the omissions in the specifications or if the tender documents are found to be incomplete or required clarification on any of the technical aspects, scope of work etc., he shall at once contact the official inviting the tender, before submission of the tender.

Bidders are advised to study all the tender documents carefully. Any submission of tender by them shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the Bidder in his offer.

7.13 EVALUATION OF TENDER

SCI will examine all the bids to determine whether these are complete in all respect, whether required information/documents have been provided as underlined in the Bid document, whether all the required documents submitted properly, and whether bids are generally in order. However, wherever deemed necessary, SCI will obtain clarifications on the offers by requesting for such information from any or all the bidders, in writing, as may be considered necessary. Bidder will not be permitted to change the substance of their offers after the offers have been opened.

7.13.1 TECHNICAL EVALUATION

1. The Technical bids of all the offers that are received within date and time mentioned in this tender document shall be opened on due date and time.
2. All Documents are required to be submitted at the first instance; tender will be evaluated/assessed strictly as per the documents submitted with the technical offer. Any shortcoming in

information/documents submitted with technical offer will be intimated to the party at the sole discretion of SCI to fulfill the shortcomings.

3. SCI may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Bidder after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
4. All components being procured through this tender given in the Form A5 are essential for functioning of the system/solution. Therefore, no change in the Specification of the offered products will be permitted after submission of the bid.
5. Once a tender is accepted on technical grounds, then the selection among such technically qualified Bidders would normally be only on the basis of rates (Unit Costs) quoted. However, the SCI reserves the right to reject all / any of the tenders, and the decision of the SCI in this regard shall be final and binding.
6. As part of Technical evaluation, wherever deemed necessary during any stage of the tender evaluation process and SCI desired for presentation on the project, bidders shall provide presentation at SCI on the offered technical solution which shall inter-alia include technical solutions/products offered, skill-sets, support services, tie-up with OEMs, project implementation plan etc. For Technical Evaluation, bidders may be required ensure the availability of appropriate specialist, along with every type of documentation required, for interaction with Technical Examination Committee (TEC)/Tender Committee.
7. SCI may ask the bidder to perform the POC with the proposed solution to showcase the required performance of the equipment for technical qualification. Bidder having proposed any product found non-complied with the technical specification, the bid will be dis-qualified. SCI will intimate bidders for the products for which POC will be required. **Bidders will be given 15 working days' time period post opening of technical bid to complete the POC. No further extension will be entertained. Bidders those who did not perform the POC within the stipulated time period will get technically disqualified.**
8. As part of Technical evaluation, bidder along with their respective OEMs shall be required to make available the offered products for testing and benchmarking at Shipping Corporation of India, Main Data Center, Powai, Mumbai 400072, if so desired by SCI during technical evaluation of bid. The performance/load testing tools shall also be arranged by the bidder, if asked, during such period. All above requirements shall be arranged by the bidder without any additional cost to SCI.
9. All products/services offered by the bidder shall be required to meet the technical specifications as laid down for each product/service under Form A5 in this tender, in failure of which the bid shall be considered as technically un-qualified.
10. Only those bids which are declared to be technically qualified shall be evaluated commercially.

7.13.2 COMMERCIAL EVALUATION

1. Bids will be evaluated in INR currency.
2. Bids will be evaluated on the basis of quoted rates.
3. The Bidder must quote for all the items in the Price Offer. Evaluation and award of contract will be done on overall basis i.e., the party position/ranking will be drawn on overall basis.
- 4. In case the bidder does not quote for all the listed items, the quote is liable to be rejected.**
5. Conditional discounts (If any) will not be taken into account for the financial evaluation.
6. The contract shall be awarded to one bidder.
7. The performance of the Bidder during past contracts with the SCI would also be taken into account and it would be the SCI's sole discretion whether to consider such Bidders for award of the contract.
8. The Bidder with whom the SCI has dealt with earlier may also note that their performance during past contracts with the SCI and also if they had committed breach of contract or having unsatisfactory performance with any of the Government body etc., would be taken into account and it would be at SCI's sole discretion whether to consider such parties for award of contract. However, the parties with which SCI's legal dispute is pending, award/ non-award of the contract will be the sole discretion of the SCI.
9. Price quoted on GeM shall be all inclusive i.e. GST and other taxes.

7.14 RIGHT OF REJECTION

1. SCI reserves the right to decide about technical capability, expertise and/ or the Bidder's capacity for fulfilment/ compliance of all the terms and conditions spelt out in Part-I (Technical Offer).
2. SCI reserves the right to reject any / all tenders without assigning any reasons whatsoever.
3. If it is observed that the bidders have formed a cartel while quoting the rates, all the bidders forming the cartel will be disqualified from participation in this tender and would also be disqualified from further participation in any of the tender floated by the SCI for next two years. It is also clarified that if need arises the SCI would go in for appointment of outside party(s) to undertake the work under captioned tender.
4. In case multiple tenders are submitted by one party or if common interests are found in two or more bidders, then the tenders are liable to be rejected unless the additional tenders are withdrawn.
5. The Bidder must quote for all the items in the tender schedule. The quotations are liable to be rejected, in case bidders do not quote for all items.
6. The decision of the SCI in this regard shall be final and binding on the bidder(s).

7.15 DISQUALIFICATION

The tenderer/bidder is liable to be disqualified if:

1. Submitted bid is not in accordance with terms and conditions of the Tender documents.
2. **Price offer is enclosed with the Technical Offer.**
3. Submitted bid is not accompanied by EMD/Bid Security, Tender Fee or Bid Security Declaration. In case of electronic transaction scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) should be uploaded.
4. During validity of the tender period or its extended period, if any, the Bidder increases his quoted prices.
5. **“OFFER PRICE” put by bidder on GeM portal does not match with “Total value of the item wise Price breakup”. In case the offer price does not match with the item-wise price breakup, the bid shall be treated unresponsive and will be disqualified.**
6. **The bidder has to quote for all the items. If any of the items is quoted blank or nil or zero charges, the bid shall be treated as unresponsive and will be disqualified.**
7. The Bidder qualifies the tender with his own conditions.
8. Tender received in incomplete form including price schedule.
9. Tender received after due date and time.
10. Information submitted in Part I (Technical Offer) is found to be incorrect or false at any time either during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension period if any.
11. SCI will intimate bidders for the products for which Proof of Concept will be required. Bidders will be given 15 working days' time period to complete the Proof of Concept of the respective product. No extension will be entertained. Bidders those who did not perform the POC within the stipulated time period will get disqualified.
12. Multiple tenders being submitted by one bidder or if common interests are found in two or more Bidders, all such Bidders are liable to be disqualified.
13. While processing the tender, if it comes to the knowledge of SCI that some of the Bidders have formed a cartel resulting in delay/holding up the processing of tender. All such Bidders involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
14. The bidder is found to be financially unsound (having negative net worth in the last financial/accounting year) on the basis of the audited Balance Sheet/ P&L A/c submitted with the tender.
15. The Bidder qualifies the letter of acceptance of the contract with his own conditions.
16. The Bidder is found to be in arrears or default with regard to payment of any concerned local Government agencies.

17. The Bidder submits an incomplete Banning Guidelines document, or the Banning Guidelines document is not signed at all or is not signed by a signatory authorized to sign on behalf of the Chief Executive Officer of the company or amendments are sought to the provision of Banning Guidelines.
18. Canvassing in any form shall lead to disqualification.
19. The Tenderer is not responding to SCI's communication in time for clarification of some of the relevant terms and conditions of the quotations.
20. Tenderer changes the name/ constitution of the firm during the processing of the tender.
21. The Tenderer is not ready to provide his services from applicable date.

7.16 AWARD OF CONTRACT

The selected bidder shall be required to enter into a formal contract with the Shipping Corporation of India Ltd for providing "**SELECTION OF A SYSTEM INTEGRATOR FOR THE SUPPLY AND SETUP OF ORACLE T8-1 SERVER**". The successful bidder shall commence working on the project immediately after the receipt of the Purchase Order.

The Bidder has to nominate their contact person who will be the Single Point of Contact (SPOC) for all correspondence with SCI regarding contract. The SPOC should be accessible 24 X 7 over phone who shall liaise with SCI. In case SPOC is unavailable, then an alternate contact person must be specified.

7.17 SUBCONTRACTING

Services mentioned in the RFP cannot be subcontracted. All the personnel working on the project and supporting Data Centre activities during the implementation state must be on permanent employment and direct payroll of the successful bidder only.

Selected Bidder whom the contract is awarded will be solely responsible for the activities mentioned in RFP.

The Bidder shall not assign the contract to any other persons nor shall they sub-contract the same. SCI shall have the right to recover damages or losses incurred on account of such assignment or sub-contracting in addition to the right of terminating the contract without notice.

7.18 PERFORMANCE SECURITY

1. Performance Guarantee should be drawn at any Commercial Bank serviceable in Mumbai branch.
2. The successful bidder has to deposit Performance Security Deposit which will be equivalent to 5% of the contract value, on award of the contract. It should be submitted in the form of Insurance Surety Bonds/ Demand Draft/ Bankers Cheque/ Bank Guarantee (including e Bank Guarantee) issued by any of the Commercial Banks (in Mumbai) or pay online electronic remittance to SCI Bank account.

3. Performance Security should be received within 30 days from the date of award of contract and should be valid for the full period of the contract including the extension period plus two months i.e., towards satisfactory performance of the contract.
4. The Selected bidder has the option to submit Performance Security in the form of Bank Guarantee (refer Section VII) from a commercial bank.
5. Additional Performance Security equivalent to 5% of the contract value has to be furnished by successful bidder with whom the SCI has not dealt with earlier or whose performance was found to be unsatisfactory in the past. Validity of additional performance security should be of full period of the contract including the extension period plus two months.
6. In case of termination of the contract for any reason as per relevant clause of the tender the Security Deposit and/ or Performance Guarantee shall stand forfeited, either wholly or partly and the bidder shall have no claim whatsoever against the SCI in consequence of such termination of the contract.
7. In the event the bidder gives up the work before expiry of the contract including extension periods if opted for by the SCI, or is unable to service the contract for whatever reason, the Security Deposit and/ or Performance Guarantee shall stand forfeited.
8. No interest shall be payable on the Performance Security/Additional Performance Security.
9. The SCI shall also be entitled to make recoveries from the bidder's bills, Performance Security or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement or purchase made against risk purchase clause.
10. The Performance Security paid by the bidder towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after two months on expiry of the contract.
11. If the SCI has terminated the contract (or) if the SCI is entitled to terminate the contract, the SCI shall be entitled to demand and recover from the Selected Bidder liquidated damages equivalent to 5% of the contract value (or) the amount equivalent to Performance Security, whichever is higher.
12. If any changes are recommended by serviceable bank related to PBG format, adequate reasons should be provided and recorded. SCI shall have entitlement to accept or reject such changes if not found compelling.

7.19 INVOICING

The invoices to be submitted by the successful bidder to

Central Bill Receipt Cell,
Ground Floor, Shipping House,
The Shipping Corporation of India Ltd,
245, Madame Cama Road, Nariman Point, Mumbai-21

Accompanied by:

Purchase Order from SCI.

1. Bills will be settled only when all items mentioned in the corresponding Purchase Order are delivered. In the event of failure to execute any order in full, the SCI reserves the right to withhold payment for part supplies till the order is fully executed.
2. The successful bidder must ensure that the components of the items, services supplied are indicated in the Invoices, Delivery Report, challan, failing which the payment for such items will not be made.
3. The bidder should submit a comprehensive list of deliverables for the project. SCI will not release the payment if the deliverables does not meet the requirement. Hence bidders are advised to carry out a comprehensive work in this project and not restrict to high level work.
4. The invoice submitted by the successful bidder / contractor should be in accordance with the Tax invoice, Credit and Debit Note Rules prescribed by GST Council. GST, if any, needs to be indicated separately in the bill.

Details of the SCI for the purpose of Tax Invoice is as follows:

Name: THE SHIPPING CORPORATION OF INDIA LIMITED

Address: SHIPPING HOUSE, 245, MADAME CAMA ROAD, NARIMAN POINT,
MUMBAI – 400021

GST Enrollment Provisional ID: 27AAACT1524F1ZQ

GST ARN No. allotted at the time of submission: AA271216000423S

PAN No. : AACT1524F

Tax charged in respect of said service shall be reimbursed only if it has been actually paid to the Government by The Selected Bidder and same should reflect in the GSTR of the bidder/ contractor.

5. MSEs, if awarded with the contract are mandatorily required to register themselves with the Trade Receivables Discounting System (TReDS) platform to receive the payments within the time specified by the GOI.
6. Any dispute regarding payment must be raised within 90 days from the date of settlement of relevant bills failing which the same will not be entertained.
7. SCI expects the successful bidder to service the contract in the right spirit and invoice SCI correctly.
8. Invoicing shall be raised as per below table:

S. No.	Cost Items	Invoicing Type
1.	Total product cost (hardware and software) with applicable warranty mentioned in Form A5 Invoices along with credit note (if any) will be raised in case following milestones are completed: a) Submission of PBG and SD. b) No short shipment as per Form A5 signed off report by bidder.	On Delivery in arrears

	<ul style="list-style-type: none"> c) Data Sheet of all hardware and software. d) Submission of all mentioned Licenses as per Form A5 to SCI. e) Signed off delivery challans from both bidder and SCI team of all hardware and software as per Form A5. f) Rack installation report of all the hardware. g) Original media of the software/ firmware/ OS submission report to SCI. 	
2.	<p>Total services cost (rack installation, device configuration, successful commissioning and integration with existing & new infrastructure). Invoices along with credit note (if any) will be raised in case following milestones are completed:</p> <ul style="list-style-type: none"> a) Submission of rack installation of report, full configuration report and successful commissioning report. b) Completion report of transfer of assets in the name of SCI. c) Non-Malicious certificate d) Registration of hardware and software on respective OEM portal. e) Certificate Indemnifying the Purchaser by the Bidder regarding Violation of Copyright and Patents. 	On commissioning & acceptance in arrears

Table 3: Invoicing Table

7.20 METHOD OF PAYMENT

The payment for the product and services would be made on receipt of bidder's invoice.

1. No mobilization advance shall be payable.
2. The payment for the products & services would be made on receipt of bidder's invoice, as under.
3. Payment Terms

S. No	Activity	Payment Terms
1.	Hardware supply, installation and SCI signoff.	70% of point number 1 on delivery of all hardware/software and services as per Form B.
2.	Configuration of storage, SAN switch and SCI signoff	On successful commissioning and integration of hardware of Form B. <ol style="list-style-type: none"> 1. 30% of point number 1 2. 100% of point number 2

4. All invoices will be settled after due scrutiny and checking and payments to other vendors to be made within the agreed timelines as per the provisions of the contract.
5. CBRC/ Bills Department will make payment to vendors within 120 days from date of submission of bills, if found complete in all respects. Payments to MSME vendors will be done within 45 days of receipt of bills, if found complete in all respects.
6. Bidder has to raise invoices after completion of work as per activities mentioned in table at point number 3 above.
7. The payments will be subject to deduction of applicable taxes and penalty if applied.
8. Penalty and Non Performance Charges will be calculated and deductions will be done as per SLA will be adjusted against invoices or Performance Security.
9. **Non performances charges/ SLA penalties if applicable will be accepted only in form of credit note.**
10. Please also note that invoices will be settled only when all items/ services mentioned in the RFP are delivered. In the event of failure to execute any service/deliverables in full, SCI reserves the right to withhold payment for services till the deliverables is fully executed.

7.21 GST (GOODS and SERVICES TAX)

1. Registration & GST Rate

- a. The Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (Copy of PAN to be enclosed).
- b. Tender will be considered/ accepted, if & only if the Bidder has a valid GST Registration No.
- c. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- d. The Bidder is to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.
- e. HSN along with GST % for each item in Price Offer should be mentioned in **Form A5**.

2. Invoicing & Payment

- a. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
 - I. SCI GSTIN MUMBAI Maharashtra 27AAACT1524F1ZQ
 - II. HSN Code or Service Accounting Code for supply of goods or services.
 - III. Name & address of supplier
 - IV. GSTIN of Supplier
 - V. Consecutive Serial Number & date of issue
 - VI. Description of goods or services
 - VII. Total value of supply

VIII. Taxable value of supply

IX. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess

X. Amount of Tax charged

XI. Place of supply

XII. Address of delivery if different from place of supply

XIII. Signature of authorized signatory

b. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -

I. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period

II. Discharging the GST tax liability to the Government

III. Submission of Tax Invoice to CORPORATION

IV. Submission of proof of payment of GST to CORPORATION

V. Availment of Input Tax Credit by CORPORATION

3. Input Tax Credit

a. In case GST credit is delayed/ denied to SCI, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to CORPORATION, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.

b. In case vendor delays declaring such invoice in his return and GST credit availed by CORPORATION is denied or reversed subsequently as per GST law, GST amount paid by CORPORATION towards such ITC reversal as per GST law shall be recoverable from vendor/bidder along with interest & penalty levied/ leviable on CORPORATION.

c. In case of discrepancy in the data uploaded by vendor in the GSTN portal or in case of any incomplete work/service, then CORPORATION will not be able to avail the tax credit and will notify the vendor of the same. Vendor has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).

d. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

4. Penalty for Non-compliance of GST Act

a. Penalty amount so determined along with GST if applicable thereon shall be recovered from the bidder.

5. Other Provision

a. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

- b. The bidder should quote the applicable taxes and duties in the technical bid (part-I) as well as in price bid (Part-II).
- c. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- d. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

7.22 RISK PURCHASE CLAUSE

If at any time during the contract it is found that –

- a. the supplies/services are not arranged in time or short supplies/services have been effected, and/or
- b. the bidder's services are found unsatisfactory/deteriorating and/or
- c. the supplies/services are not made as specified in the tender and the contract,

The SCI will be at liberty to obtain the services covered under this contract from alternative source(s) at Bidder(s)'s risk and cost including invoking / resorting to apply any other clause of this tender document.

7.23 LIQUIDATED DAMAGES

In case of delay in supply of the contracted products/ services by the successful bidder beyond the stipulated period for reasons solely attributable to the bidder, SCI reserves the right to levy liquidated damages at the rate of 0.5 % of the value of the contract per week, subject to a maximum of 10% of the contract value for the period of the delay, with the option to terminate the contract if the maximum is reached.

7.24 PENALTY CLAUSE

The SCI has the right to take the following actions against the bidder, without prejudice to any of its rights, including the right to claim damages, if in case:

1. Involved in wrongful billing

- a. To issue a warning letter for first contravention and recover the excess amount billed.
- b. On second contravention, to recover the excess amount billed and impose additional penalty of a sum of money to the extent of wrongful billed amount.
- c. On the next occasion of such wrongful billing, may even terminate the contract forthwith and forfeit the Security Deposit and/or Performance Guarantee Amount. Further, the SCI reserves the right to initiate action against the Successful bidder as per banning policy and guidelines of the SCI.

2. Not supplying goods / rendering service as per the provisions of the Contract

- a. For the first contravention, depending on the gravity of the contravention/offence, a warning letter will be issued.
- b. For the second contravention, **a monetary penalty of equal to 1% of annual contract value** will be imposed. This is to be paid by way of a bank draft for the said amount, drawn in favor of “The Shipping Corporation of India”, payable at Mumbai. Alternatively, this amount will be deducted from bills payable to the bidder / Security Deposit / Performance Guarantee submitted by them.
- c. For the third contravention, the contract would be terminated and Security Deposit and / or Performance Guarantee would be forfeited. Further, SCI reserves the right to initiate action against the Successful bidder as per banning policy and guidelines of the SCI.

3. Not rendering service as per SLA

- a. Non Performance Charges will be calculated as per SLA and will be recovered from submitted invoices or Performance Security.
- b. The payments will be subject to deduction of applicable taxes and penalty if applied.
- c. In the event of failure to execute any service/deliverables in full, SCI reserves the right to withhold payment for services till the deliverables is fully executed.
- d. Penalty will be levied if the delay is on account of the bidder.
- e. Penalty will be calculated on the total invoice value raised.
- f. Penalty will be levied as per SLA mentioned in **Section IV – SERVICE LEVEL AGREEMENT**.

4. In case;

- a. Supplier is in breach of terms and conditions of the Purchase Order or
- b. The conduct of the supplier/ vendors/ contractor is under suspicion or
- c. If there is any action by the supplier/ contractor which may result in damage to the brand image and/ or result into commercial loss to SCI,

SCI may consider suspension of business dealings with such supplier/ contractor with immediate effect. For continuing future business, the order of suspension would operate for a period of not more than one year unless withdrawn earlier. After completion of inquiry, if the facts & evidences warrant any penal action against the supplier/ contractor, same will be initiated by the SCI or suspension revoked, as the case may be.

7.25 TERMINATION CLAUSE

The SCI reserves its right to terminate the contract for any reason at its absolute discretion including but not limited to the following:

1. If Tenderer is adjudicated insolvent by a Competent Court or files for insolvency or if Tenderer being a company is ordered to be wound up by a Court of Competent Jurisdiction.

2. If Tenderer commits any material breach of the terms of this contract / tender document or any other contract / tender with the SCI.
3. If Tenderer does not submit Performance Security within 30 days from the award of contract.
4. If any charge sheet is filed by a competent authority of the Government against Tenderer or the company, or Tenderer is convicted by a criminal court on grounds of moral turpitude.
5. If Tenderer is involved in wrongful billing. In addition, hereto wrongful billing, shall also result in the Tenderer being debarred from participating in any other tender of the SCI as per the guidelines of the SCI in force.
6. In the event of unsatisfactory service or failure on the part of the Tenderer(s) at any time, to carry out the terms and conditions of the contract to the satisfaction of the SCI, of which the SCI shall be the sole judge, the SCI reserves the right to forthwith terminate the contract and in such an event the Tenderer shall have no claims whatsoever against the SCI in consequence of such termination of the contract.
7. Any alteration in tender documents noticed subsequently even during the tenure of the contract.
8. Information submitted in Technical Offer (includes Tender Form Part – I) is found to be incorrect or false at any time during the tenure of the contract including the extension period if any.
9. The Tenderer shall not assign the contract to any other persons nor shall they sub-contract the same. The SCI shall have the right to recover damages or losses incurred on account of such assignment or sub-contracting in addition to the right of terminating the contract without notice.

The decision of the SCI in terminating the contract will be final and binding on the Tenderer.

It is clearly understood by the Tenderer that if a charge sheet is filed by any competent authority of the Government against the Tenderer, the Tenderer is obliged to notify the SCI within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due to him for supplies made after the date of the filing of the charge sheet. **In case of termination, payment will be made for the services delivered as per SLA.**

7.26 EXIT CLAUSE

- 26.1 It is clearly understood by the Bidder that if a charge sheet is filed by any competent authority of the Government against the Bidder / its Directors, the Bidder is obliged to notify the SCI within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due to him for supplies made after the date of the filing of the charge sheet.

7.27 INTEGRITY PACT

The Bidder shall submit the tender along with “Integrity Pact”, issued along with the tender document (**Annexure D**), and duly signed on all pages as a token of acceptance. All pages of the Integrity Pact shall

be signed by the same signatory who signs the tender document and has the authority on behalf of the C.E.O of the company he represents. The acceptance of Integrity Pact shall be unconditional and the Bidder must not change any contents of the Integrity Pact. The signed Integrity Pact should be enclosed with the technical offer of the tender only. Tenders received without the signed Integrity Pact shall be liable to be REJECTED.

7.28 BANNING GUIDELINES

The Bidder shall submit the tender along with **“Policy and Guidelines for Removal / Suspension / Banning of Entities (Banning Guidelines)”**, issued along with the tender document (**Annexure E**), and duly signed on all pages as a token of acceptance. All pages of the **Banning Guidelines** shall be signed by the same signatory who signs the tender document and has the authority on behalf of the C.E.O of the company he represents. The acceptance of **Banning Guidelines** shall be unconditional and the Bidder must not change any contents of the **Banning Guidelines**. The **signed Banning Guidelines** should be enclosed with the technical offer of the tender only. **Tenders received without the signed Banning Guidelines shall be liable to be REJECTED.**

7.29 CHANGE OF OWNERSHIP

If there is a change in the name of the Bidder’s firm/ company etc. arising out of:

- I. merging with some other company or
- II. collaboration with some other company or
- III. for any other reason

or, if any changes take place in the proprietorship or partnership of the Bidder’s firm, the SCI should be intimated within 30 (Thirty) days of such changes, failing which all payments will be withheld and the SCI may terminate the contract as may be deemed necessary in view of the changed / altered scenario. Whatever be the reason of changes, the subject contract would be serviced by the new company / entity at the same rates, terms and conditions laid down herein, unless decided otherwise by SCI’s Management.

7.30 EMPLOYMENT OF WORKERS

It has to be clearly understood by the Bidder/s that the award of contract, if any, against this tender shall be for a limited period as would be specified in the contract letter. The workers employed by the Bidder/s to perform the contract if awarded, shall be the employees of the Bidder/s and the Bidder/s alone shall be liable to pay the wages and all other payments as may be due to the workers and the SCI shall in no way be liable for the same. The Bidder/s shall also comply with all the provisions under the

laws of the land pertaining to his/ their workers and their employment for the purpose of performing the contract if so awarded against this tender and the Bidder/s shall also indemnify the SCI for any claims whatsoever made by such workers against the SCI in that behalf.

7.31 WAIVER

It shall always be open to the SCI by written communication to the tenderer to waive in whole or part any right or the enforcement of any right or remedy which the SCI may have against the tenderer or of any obligations which the Tenderer may have hereunder, provided always that:

1. No waiver shall be presumed or inferred unless made in a written communication addressed by the SCI to the Tenderer and specifically communicated as a Waiver;
2. No waiver of any right or part of any right on one occasion shall be deemed to be a waiver or abandonment of that right for all occasions with the intent that a waiver once given shall be limited to the specific waiver and shall be without prejudice to the right of the to insist upon the strict adherence of the attendant obligations of the Tenderer and/or the future enforcement of the right by the SCI in respect of the same and/or any other dependent obligation.

7.32 LIMITATION OF LIABILITY

The SCI reserves the right to claim for the consequential losses suffered by the SCI for non-compliance of the contract on the part of the bidder. The Bidder's liability for such damages under the contract shall not exceed the total contract value of this contract.

However, the limitation of liability is not applicable for the cases where it is found and proved that the liability is arising out of an action performed with a malafied intention/fraud.

7.33 INDEMNITY

The Bidder shall defend, indemnify and hold the SCI and its employees harmless from any liability or penalty, which may be imposed by the Central, State or Local Authorities by reason of any violation by the Bidder /his employees of such Laws, regulations or requirements, and also from all claims, suits arising out of or by reason of the work provided by this contract, including any liability that may arise out of accident, whether by the employees of the Bidder or by third party. If any proceedings are brought or any claim is made against the SCI, the selected bidder shall be promptly notified of such claim and at its own expense take the sole control such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

The Bidder shall indemnify the SCI against any claims under the Payment of Wages Act 1936, and/ or the Minimum Wages Act, 1948, PF Act 1952, ESI Act 1948, Payment of Bonus Act 1965, Payment of

Gratuity Act 1972, Workmen's Compensation Act 1923 or any other Act or any statutory obligations arising out of any Act / Acts or on behalf of any person / persons employed by him.

The Bidder shall also indemnify the SCI and every member, officer and employee of the SCI against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any failure by the Bidder in the performance of his obligations under this contract.

“The Bidder shall undertake to indemnify SCI in respect of all claims arising out of violation of any patents or copyrights, for all the items supplied by the Bidder. The Bidder shall indemnify SCI against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the goods and services, software (wherever applicable) or any part.”

7.34 FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Agreement, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party be suspended for the period during which such cause lasts.

The term “Force Majeure” as employed herein shall mean Act of God, floods, tempest, war, civil riot, fire and Acts, Rules and Regulations of respective government of the two parties namely SCI and the Bidder, directly effecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy-two hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

The Bidder shall not be entitled to claim compensation for any loss or damage sustained by the Bidder by virtue of any suspension as aforesaid notwithstanding that consequent upon such suspension the machinery, equipment and/or labor of the Bidder.

Time for performance of the relative obligation suspended by the Force Majeure, shall then stand extended by the period for which such cause lasts.

If deliveries are suspended by force-majeure conditions lasting for more than 60 days, the purchaser (SCI) shall have the option of canceling the contract in whole or part, without financial consequences to or entitlement in either party resultant upon such cancellation, which will operate as a discharge of all future obligations under the contract, but without any rights or obligations arising out of any antecedent breach.

7.35 DISPUTE RESOLUTION

In the event of any dispute as regards the Terms and Conditions as above or as regards interpretation of the clauses hereof, the decision of the SCI shall be final and binding.

7.36 RESOLUTION OF DISPUTES THROUGH CONCILIATION BY OUTSIDE EXPERT

COMMITTEE (OEC)

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee (“OEC”) to be constituted by CMD, SCI as provided hereunder:

1. The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
2. CMD, SCI shall nominate three outside experts, one each from Financial/Commercial, Technical and Legal fields from the Panel of Outside Experts maintained by SCI who shall together be referred to as OEC (Outside Experts Committee).
3. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
4. The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
5. OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
6. Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

7. The parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.
8. The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,
 - a. views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
 - b. Admissions made by the other party in the course of the OEC proceedings;
 - c. Proposals made by the OEC;
 - d. The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
9. The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.
10. OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
11. All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
12. If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

7.37 MEDIATION

In the event of any dispute between the management and the contractor relating to those contracts where Integrity pact is applicable, in case, both the parties are agreeable, attempt to settle the dispute through mediation before the panel of IEMs in a time bound manner may be made. Such Mediation is to be guided by the Civil Procedure Mediation Rules 2006 issued by Hon'ble Bombay High Court".

7.38 ARBITRATION

Any dispute or difference whatsoever arising between the Parties out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender/contract or the validity or breach thereof, there shall first be an attempt to mutually settle the same amicably. If however, the said settlement is not possible within a period of 30 days from the date of notice then such dispute shall thereafter be referred to a Sole Arbitrator, to be

appointed/nominated by the Corporation.

The venue of the said Arbitration shall be at **Mumbai**.

And the provision of the Arbitration and Conciliation Act, 1996 shall apply to the said proceedings.

The Award of the Arbitrator shall be final and binding upon both the parties.

A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await the IEM decision in the matter.

7.39 JURISDICTION

The courts in Mumbai shall have exclusive jurisdiction to deal with and decide all disputes arising out of related Contract.

7.40 BIDDER FROM COUNTRIES WHICH SHARE LAND BORDER WITH INDIA

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if it confirms its acceptance and also complies with the provisions of the “Guidelines for eligibility of a ‘Bidder’ from a Country which shares a land border with India” enclosed as “**SECTION x**” of this document. The Tenderer is required to submit the undertaking enclosed therein.

7.41 DEFINITIONS

- 39.1 The terms “**CORPORATION**” or “**SCI**” wherever used shall mean “The Shipping Corporation of India Ltd.”
- 39.2 The term “**BIDDER**” or “**TENDERER**” shall mean and include the person, firm or a body corporate which is submitting its tender.
- 39.3 The term “**CONTRACTOR**” or “**SUCCESSFUL BIDDER**” shall mean and include the person, firm or a body corporate with whom the Contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be.

WE AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS.

(Signature of the Tenderer with Rubber Stamp of the Firm)

Place:

Date:

.....

N.B. - Please return this form duly signed and stamped on each page.

8 SECTION –VIII: FORMS

8.1 FORM A1: PROPOSAL RESPONSE CHECKLIST

(To be attached with Technical Bid)

Bidder:		RFP :	IT-PROC0HW/4/2025-ITINFA-SCI/RFP
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The bidder's proposal must contain the following components in the order shown below. This checklist must be signed, dated and returned to the SCI as part of the Proposal Response.

S No	Required Supporting Document	Technical Bid	Reference in RFP	Included (Please tick)
1.	Bank Swift copy / UTR No. of Rs. 2500 + 18% GST = Rs. 2950/- (Rupees Two Thousand Nine Hundred Fifty Only) for Tender Fees	- part of -	PART I Section I - Tender Fees	<input type="checkbox"/>
2.	Bank Swift copy / UTR No of Rs. 2,17,133/- (Rupees Two Lakh Seventeen Thousand One Hundred Thirty Three only) for EMD/Bid Security	- part of -	PART I Section I - EMD	<input type="checkbox"/>
3.	Copy of MSME certificate if applicable	- part of -	PART I Section I - MSME	<input type="checkbox"/>
4.	RFP Signed by Bidder	- part of -	PART I Section VIII - Technical Bid	<input type="checkbox"/>
5.	FORM A1 - Proposal Checklist (list of all document)	- part of -	PART I Section VIII - Technical Bid	<input type="checkbox"/>
6.	FORM A2 - Proposal Response Identification & Bidder Information	- part of -	PART I Section VIII - Technical Bid	<input type="checkbox"/>
7.	FORM A3 - Company Profile and Financial History	- part of -	PART I Section VIII - Technical Bid	<input type="checkbox"/>
8.	FORM A4 – Technical Project Experience	- part of -	PART I Section VIII - Technical Bid	<input type="checkbox"/>
9.	FORM A5 - Product & Service Checklist	- part of -	PART I Section VIII - Technical Bid	<input type="checkbox"/>
10.	FORM A6 - Declaration & Disclosure by Bidder	- part of -	PART I Section VIII - Technical Bid	<input type="checkbox"/>
11.	FORM A7 - Agreement to Terms and Conditions	- part of -	PART I Section VIII - Technical Bid	<input type="checkbox"/>
12.	FORM A8 - Declaration regarding Mumbai/ Thane/ Navi Mumbai Support Center	- part of -	PART I Section VIII - Technical Bid	<input type="checkbox"/>
13.	FORM A9 – EMD and Tender Submission Form	- part of -	PART I Section VIII - Technical Bid	<input type="checkbox"/>
14.	FORM A10 - OEM Authorization Form / MAF	- part of -	PART I Section VIII - Technical Bid	<input type="checkbox"/>
15.	FORM A11 – Personnel Details	- part of -	PART I Section VIII - Technical Bid	<input type="checkbox"/>
16.	FORM A12 – OEM declaration regarding registered office in India	- part of -	PART I Section VIII - Technical Bid	<input type="checkbox"/>
17.	FORM A13 – OEM declaration regarding TAC support centre in India	- part of -	PART I Section VIII - Technical Bid	<input type="checkbox"/>

SELECTION OF A SYSTEM INTEGRATOR FOR THE SUPPLY OF SAN SWITCH AND UPGRADE OF SAN STORAGE

18	Copy of Partnership Deed or Memorandum and Articles of Association of Company as the case may be	- part of -	PART I Section II - Prequalification Criteria	<input type="checkbox"/>
19	Audited Financial Statements (2023-24, 2022-23, 2021-22)	- part of -	PART I Section II - Prequalification Criteria	<input type="checkbox"/>
20	Average Annual Turnover (2023-24, 2022-23, 2021-22)	- part of -	PART I Section II - Prequalification Criteria	<input type="checkbox"/>
21	CA Certified Net Worth Certificate (2023-24)	- part of -	PART I Section II - Prequalification Criteria	<input type="checkbox"/>
22	Copy of previous PO/contract	- part of -	PART I Section II - Prequalification Criteria	<input type="checkbox"/>
23	Address Proof of Support Center	- part of -	PART I Section II - Prequalification Criteria	<input type="checkbox"/>
24	Copy of PAN card	- part of -	FORM A2	<input type="checkbox"/>
25	Cancelled Cheque / Bank Authorization Letter	- part of -	FORM A2	<input type="checkbox"/>
26	Copy of GST certificate	- part of -	FORM A2	<input type="checkbox"/>
27	EMD/ Bid Security Format	- part of -	Annexure A	<input type="checkbox"/>
28	EMD/ Bid Security Declaration (MSE certified Bidder Only)	- part of -	Annexure B	<input type="checkbox"/>
29	Integrity Pact	- part of -	Annexure C	
30	Banning Guidelines	- part of -	Annexure D	<input type="checkbox"/>
31	Land Border Declaration	- part of -	Annexure E	<input type="checkbox"/>
32	Declaration of Local Content	- part of -	Annexure F	<input type="checkbox"/>
33	Non-Disclosure Agreement	- part of -	Annexure G	<input type="checkbox"/>
34	Bidders Queries	- part of -	Annexure H	<input type="checkbox"/>

8.2 FORM A2: PROPOSAL RESPONSE IDENTIFICATION & BIDDER INFORMATION

(To be attached with Technical Bid)

RFP Number	IT-PROC0HW/4/2025-ITINFA-SCI/RFP
RFP Title	SELECTION OF A SYSTEM INTEGRATOR FOR THE SUPPLY OF SAN SWITCH AND UPGRADE OF HPE SAN STORAGE
Bidder's Information	
Company/Firm Name	
Contact Person Name	
Phone Number:	
Fax Number:	
E-Mail:	
Mailing Address:	
PAN	
GSTN	
Bank Account No.	
Banker Name	
Banker Address	

Note: Bidder should provide self-attested photocopy / scan copy of Cancelled Bank Cheque, PAN and GST Certificate by authorized person.

I certify that the information provided above is to the best of my knowledge true and correct.

Authorized Representative Signature

Date:

Place:

Signature:

Name:

Designation:

Company Name:

Seal of Company

8.3 FORM A3: COMPANY PROFILE

(To be attached with Technical Bid)

Company Details

RFP Number	IT-PROC0HW/4/2025-ITINFA-SCI/RFP
RFP Title	SELECTION OF A SYSTEM INTEGRATOR FOR THE SUPPLY OF SAN SWITCH AND UPGRADE OF HPE SAN STORAGE
Company/Firm Name (in full)	
Status of the company – Whether Proprietorship / Partnership / Private or Public Limited Company?	
Names of directors / partners / proprietors	
Address of principal location	
Addresses of other operating locations	
Company established on (date)	
Ownership type of the company (subsidiary company must specify parent company name)	

Corporate Profile

Give the annual turnover and gross profit before tax from the last 3 years' audited accounts. (Rs. In crores)
(Please include Audited Balance Sheets and Profit Loss Statements)

Year	2023-24	2022-23	2021-22
Annual Turnover			
Net worth			
Gross Profit			
Profit After Tax			

Date:
Place:

Signature:
Name:
Designation:
Company Name:
Seal of Company

8.4 FORM A4: TECHNICAL EXPERIENCE

(To be attached with Technical Bid)

Bidder:		RFP :	IT-PROC0HW/4/2025-ITINFA-SCI/RFP
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Sr. No.	Name of the Client (including address)	Contract Period	Contact Person	Telephone No.	Details of Services	Approximate Value of the contract

Date:
Place:

Signature:
Name:
Designation:
Company Name:
Seal of Company

8.5 FORM A5: BOQ AND PRODUCT CHECKLIST FORM

Devices	Devices Description	Count	Location	Technical Specification	Criticality	Compliance (Yes/No)
Disks	All Flash NVMe TLC SSD Drives 320 TB Usable	1	Data Center, Mumbai	ITEM 01	Very High	
SAN Switch	SAN Switches	2	Data Center, Mumbai	ITEM 02	Very High	

8.5.1 ITEM 01: DISKS			
Total SAN Storage Count : 01			
Location : MDC			
Components	Part Code	Description	Compliance
Make and Model		HPE Primera 600 Storage S/N: SGH335FHG7	
Application Compliance	NA	Compatible with HPE Primera 600 Storage	
HPE External 2.0m (6ft) Mini-SAS HD 4x to Mini-SAS HD 4x Cable	716197-B21	2 Quantity	
HPE Primera 600 2U 24-disk SFF Drive Enclosure	N9Z50A	1 Quantity	
HPE Configurator Defined Build Instruction Option	581817-B21	1 Quantity	
HPE Primera 600 3.84TB SAS SFF (2.5in) FIPS Encrypted SSD	R0P99A	24 Quantity	
HPE Primera 600 3.84TB SAS SFF (2.5in) FIPS Encrypted SSD	R0P99A	10 Quantity	
HPE 3Y Tech Care Essential Service	HU4A6A3	1 Quantity	
HPE Primera 600 3.84TB SFF FE SSD Supp	HU4A6A3 Z0W	34 Quantity	
For HPE Internal Entitlement Purposes	HU4A6A3 699	2 Quantity	
HPE Primera 600 2U24 SFF Enclosure Supp	HU4A6A3 Z0J	1 Quantity	
HPE Storage Firmware Onsite SVC	H44NLA1	1 Quantity	
HPE Technical Installation Startup SVC	HA124A1	1 Quantity	
HPE After Hours HW Startup 24x7 CTR SVC	HA124A1 56Q	1 Quantity	
HPE Strge System Startup Drv Enc Fld SVC	HA124A1 5Q3	1 Quantity	
HPE Storage System Startup Drive Fld SVC	HA124A1 5Q4	1 Quantity	
HPE Startup Storage Addl One Day SVC	HA124A1 5B1	1 Quantity	
HPE Startup Strg Rebalance Limited SVC	HA124A1 5WC	1 Quantity	

SELECTION OF A SYSTEM INTEGRATOR FOR THE SUPPLY OF SAN SWITCH AND UPGRADE OF SAN STORAGE

HPE Storage SSD Extended Replacement SVC	H0JD6A1	34 Quantity	
Onsite Warranty	NA	Coterminous warranty with HPE Primera SAN Storage with 24x7x4 mission critical back to back onsite support from OEM with 6 hours CTR (call to resolve) support.	
Support Life	NA	The proposed make & model should have end-of-life of at least two years and end-of-support period of at least seven years and end-of-sale for upgrade from OEM for a period of five years from successful acceptance of hardware.	
Bid Specific MAF	NA	Bidder has to submit bid specific MAF (Manufacturer Authorization Form) from the OEM mentioning the product is specifically quoted for the current GeM bid.	
OEM Services	NA	Rack Installation, SAN Storage Configuration, Volume configuration, Application Integration, Boot from SAN configuration	
Training	NA	SAN Storage OEM training and certification to SCI Team	

Bidder	OEM
Date:	Date:
Place:	Place:
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Company Name:	Company Name:
Seal of Company	Seal of Company

8.5.2 ITEM 02: SAN SWITCHES		
Total Count : 02		
Location : MDC		
Components	Description	Compliance
Make and Model	Information to be filled by Bidder	
Application Compliance	SAN switch should be compatible with Brocade 5300 SAN Switch	
General Requirement	The proposed solution must have complete redundancy in case of failure including hot swappable control plane module/supervisor, fabric modules, fan modules, power supplies, and software modules on the OS.	
	Minimum Dual SAN switches shall be configured where each SAN switch shall be configured with 16 Ports scalable to 32 ports.	
	Required scalability shall not be achieved by cascading the number of switches and shall be offered within the common chassis only	
	Should deliver 16 Gbit/Sec Non-blocking architecture with 1:1 performance for 16 ports in an energy-efficient fashion	
	The Switch should be configured with the Zoning and shall support ISL Trunking features when cascading more than 2 numbers of SAN switches into a single fabric. Trunking license should be supplied with switches from Day 1.	
	All FC ports for device connectivity should be 8/16/32 Gbps auto-sensing Fiber Channel ports.	
	The switch must be able to support non-disruptive software upgrade	
	The switch must be able to support stateful process restart.	
	The switch should be rack mountable.	
	Should provide enterprise-class availability features such as redundant and hot pluggable components like power supply and FAN	
	The switch should protect SAN and END devices from corrupted frames (inbuilt CRC and slow drain detection and mitigation)	
	Offered switch shall support at-least 15000 frame buffer with dynamic buffer sharing capability across ports.	
	Switch shall have support for web based management and should also support CLI.	
	The analytics and Telemetry capabilities should not impact production traffic and should be built into the hardware platform. The complete analytics calculations should be done in real time.	
The switch should have USB port for firmware download, support save, and configuration upload/download.		
Switch should provide comprehensive tool set for analysing, troubleshooting, and debugging storage networks. Features like POST diagnostics, Online diagnostics, SPAN and RSPAN, Fibre Channel traceroute, Fibre Channel ping, Fibre Channel debug, Fabric Analyzer, Syslog, Online system health, Port level statistics, Real-Time Protocol (RTP) debug etc should be supported SAN Switch should provide end to end visibility of fibre channel SAN traffic. It should inspect I/O flow to bring out a unified view of the infrastructure irrespective of the architecture or vendor of storage arrays, servers or operating systems.		

	Offered SAN switch shall support services such as Quality of Service (QoS) to help optimize application performance in consolidated, virtual environments. It should be possible to define high, medium and low priority QOS zones to expedite high-priority traffic	
	The switch shall be able to support Inter Switch Link (ISL) trunk or port channel between a pair of switches for optimal bandwidth utilization and load balancing. Licenses for the same should be provided from Day-1.	
	SAN Switch information details and data sheet should be available on OEM website.	
	SAN switch shall support to restrict data flow from less critical hosts at preset bandwidths.	
Technical Requirement	It should be possible to isolate the high bandwidth data flows traffic to specific ISLs or port channel by using simple zoning	
	The Switch should be configured with the Zoning and shall support ISLs or port channel features when cascading more than 2 numbers of SAN switches into a single fabric. Trunking license should be supplied with switches.	
	Offered SAN switches shall support to measure the top bandwidth-consuming traffic in real time for a specific port or a fabric which should detail the physical or virtual device.	
	Components should be replaceable in hot swap mode. Should be configurable with no single point of failure including FAN, power supply, FC Ports, back end ports etc.	
	Firmware upgrades should be non-disruptive without shutdown	
	16 16 Gbps FC Modules 16 15 Meter LC OM4 FC Cables 16 30 Meter LC OM4 FC Cables	
HOT Swap	80 PLUS Titanium certified redundant power supply ensuring uninterrupted power even if one unit fails and engineered to handle heavy loads.	
Upgrades	The proposed make & model should have end-of-sale for upgrade from OEM for a period of five years from successful acceptance of hardware.	
Accessories	The proposed storage array should be configured in no single point of failure including controller, cache, power supply, cooling fans, power cords and etc. All the firmware, software upgrades and hardware spare replacements for storage should be non-disruptive and should be done online without any downtime.	
EOSL & EOL	The proposed make & model should have end-of-life of at least two years and end-of-support period of at least seven years and end-of-sale for upgrade from OEM for a period of five years from successful acceptance of hardware.	
Onsite Warranty	Three year comprehensive 6 hours (call-to-resolve) CTR Warranty with 24x7x4 mission critical back to back support from OEM for TAC support and part replacement	
Architecture	SAN Switch OEM training and certification to SCI Team	
OEM Services	Rack Installation, SAN Storage Configuration, Application Integration, Boot from SAN configuration	
Training	SAN Storage OEM training and certification to SCI Team	
Bid Specific MAF	Bidder has to submit bid specific MAF (Manufacturer Authorization Form) from the OEM mentioning the product is specifically quoted for the current GeM bid.	

Bidder	OEM
Date:	Date:
Place:	Place:
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Company Name:	Company Name:
Seal of Company	Seal of Company

8.6 FORM A6: DECLARATION AND DISCLOSURE BY BIDDER

(To be attached with Technical Bid)

Bidder:		RFP :	IT-PROC0HW/4/2025-ITINFA-SCI/RFP
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1. We declare that our organisation has not been black listed / banned / debarred by any Government or quasi Government agencies or Public Sector Undertakings in India at the time of bid submission.
2. We declare that there are no Litigations / Arbitration proceedings / Judgments / Disputes pending to be delivered by a court of law in India against our organisation.

OR

We declare that our organisation has the following Litigations /Judgements / Arbitration / Proceeding / Disputes Pending to be delivered in a court of law in India.

<Details Here>

I further certify that, I am an authorized signatory of my organization and therefore competent to make this declaration.

Date:
Place:

Signature:
Name:
Designation:
Company Name:
Seal of Company

8.7 FORM A7: AGREEMENT TO TERMS AND CONDITIONS

(To be attached with Technical Bid)

Bidder:		RFP :	IT-PROC0HW/4/2025-ITINFA-SCI
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Our Organization/Firm/Company is agreeable to provide the product as per the RFP. We agree to all the terms and conditions of the RFP No. **IT-PROC0HW/4/2025-ITINFA-SCI**

Date:
Place:

Signature:
Name:
Designation:
Company Name:
Seal of Company

**8.8 FORM A8: DECLARATION REGARDING MUMBAI/THANE/NAVI MUMBAI
BASED SUPPORT CENTRE**

(To be attached with Technical Bid)

We declare that our company already has fully functional Support centre in Mumbai, operational for more than three years, and the address is as follows.

Date:
Place:

Signature:
Name:
Designation:
Company Name:
Seal of Company

8.9 FORM A9: EMD AND TENDER SUBMISSION FORM

(To be attached with Technical Bid with transaction detail/s)

RFP Number	IT-PROC0HW/4/2025-ITINFA-SCI/RFP
RFP Title	SELECTION OF A SYSTEM INTEGRATOR FOR THE SUPPLY OF SAN SWITCH AND UPGRADE OF HPE SAN STORAGE
Bidder's Information	
Company/Firm Name	
Contact Person Name	
Phone No:	
Mobile:	
E-Mail:	
Company / Firm Address:	
Tender Fee	INR 2950/- (INR Five Thousand Nine Hundred Only)
UTR # and date	
Bank Name	
EMD	INR /- 2,17,133 (INR Two Lakhs Seventeen Thousand One Hundred Thirty Three Only)
UTR # and date	
Bank Name	

Note: Bidder needs to fill this form and submit the same along with Tender fee and EMD/BID SECURITY details

Date:
Place:

Signature:
Name:
Designation:
Company Name:
Seal of Company

8.10 FORM A10: OEM AUTHORIZATION FORM / MAF

(To be attached with Technical Bid)

DGM (IT I/C)

The Shipping Corporation of India

Shipping House, 11th Floor,

245, Madame Cama Road

Mumbai - 400021

Date: __.__.2025

Sub: OEM Manufacturer Authorization Form (RFP No: IT-PROC0HW/4/2025-ITINFA-SCI/RFP)

Dear Sir,

I/We, M/s OEM/ Manufacturer name, declare that our company is the original manufacturer of the following proposed products having office at OEM/ Manufacturer address and support centre at OEM/ Manufacturer address.

Location	Hardware and Software Product Description
1	
2	
3	
4	
5	

In respect to our aforementioned product(s) and associated services offered by **M/s Bidder** Name and as a gesture towards our commitment for continued support for our product(s) we hereby declare and confirm as under;

- I. **M/s Bidder** Name is our authorized partner and is authorized to participate in the said tender. In the unforeseen event **M/s Bidder** Name not able to execute/complete the implementation/maintenance of the project pertaining to our products, we as the OEM will take steps for executing / completing the project on a best effort basis.
- II. We hereby confirm that our partner **M/s Bidder** Name possess the necessary capability and training required to support our product(s).
- III. Products quoted shall bear standard manufacturer's warranty terms and conditions. Warranty support for the Products and Product related extended SLA terms as configured by us with the Product shall be provided to you directly by us or any of our authorized service provider, to be decided by us. We would support the installation, commissioning, implementation and maintenance of products offered/supplied to the Shipping Corporation of India, herein referred to as SCI.
- IV. We agree to supply and/or install all new releases, versions, update, upgrade patch and/or bug fixes for the software or firmware upon purchase of applicable maintenance and support of the products.
- V. We agree to provide comprehensive warranty for the period of five years and comprehensive AMC for the period of two years as per RFP terms and conditions to SCI.
- VI. We agree to provide to provide all the licenses for the quoted hardware and/or software from day 1.

VII. In the event of SCI deciding, at any time during the term of contract under this Bid, to re-locate the product(s) or setup to other locations in India, we will continue to provide warranty and AMC support.

We hereby confirm that this undertaking is made in good faith and the aforesaid declarations are binding on us for the entire term of contract under the aforementioned Bid.

Thanking you,

For <OEM/ Manufacturer name>

<Authorised signatory>

Name:

Designation:

<Bidder's Name & Stamp>

<Authorised signatory>

Name:

Designation:

Note: This letter of authority should be on the letterhead of the manufacturer and should be ink-signed & stamped by Legal Officer/HR Head/Company Secretary of OEM Company.

8.11 FORM A11: PERSONNEL DETAILS FOR DATA CENTER IMPLEMENTATION

(Please enclose profiles of engineers based out of Mumbai)

Sr. No.	Type of Personnel	Certification Required	Total relevant experience required	Number of employees on payroll (minimum)	Name of the persons with experience (certification, salary slips, resume and employee details on bidders letterhead)
1	SAN Storage Administrator	HPE SAN Storage Administrator	10 years (Minimum 5 years as L3 Support)	5	
2	SAN Switch Administrator	SAN Switch Administrator	10 years (Minimum 5 years as L3 Support)	5	
3	Project Manager	ITIL V4	15 years	2	

Note: Bidder organization must have minimum 50 IT certified professional employees focusing data center support services on their payroll in Mumbai/ Thane/ Navi Mumbai office.

Date:
Place:

Signature:
Name:
Designation:
Company:
Seal of Company:

8.12 FORM A12: OEM DECLARATION REGARDING REGISTERED OFFICE IN INDIA

(To be attached with Technical Bid)

Company Name: _____

We declare that our company registered office in India, operational for more than three years, and the address is as follows.

Date:
Place:

Signature:
Name:
Designation:
Company Name:
Seal of Company

8.13 FORM A13: OEM DECLARATION REGARDING TAC SUPPORT CENTRE IN INDIA

(To be attached with Technical Bid)

Company Name: _____

We declare that our company has fully functional TAC support centre in India, operational for more than five years, and the address is as follows.

Date:
Place:

Signature:
Name:
Designation:
Company Name:
Seal of Company

9 SECTION - IX: ANNEXURES

9.1 ANNEXURE A: EMD/ BID SECURITY FORMAT

Draft - Bank Guarantee in lieu of Earnest Money Deposit for Tender

To,
Sir,

WHEREAS _____ a company within the meaning of the Companies Act, 1956/ a Partnership firm having its registered office at _____ (hereinafter called "the Tenderer") have in response to your Tender Notice dated _____ offered execute the work as contained in Tenderer's letter No. _____ dated _____.

AND WHEREAS the Tenderer is required to furnish to you, Shipping corporation of India Ltd, (SCI) a Bank Guarantee for the sum of Rs. _____ as Earnest Money against the Tenderer's offer as aforesaid;

AND WHEREAS We _____ (BANK) have, at the request of the Tenderer, agreed to give you this guarantee as hereinabove contained;

NOW THEREFORE in consideration of the premises, We, the undersigned, hereby covenant that the aforesaid tender of the Tenderer shall remain open for acceptance by you (SCI) during the period of validity as mentioned in the tender or any extension thereof and if the Tenderer shall for any reason shall fail to perform or withdraw his offer, whether expressly or impliedly, from the said tender during the period of its validity or any extension thereof, We hereby guarantee to you the payment of the sum of Rs. _____ on demand, notwithstanding the existence of any dispute between SCI and the tenderer in this regard AND WE hereby further agree as follows:

- a) That you may without affecting this guarantee grant time or other indulgence to negotiate further with Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and the Tenderer.
- b) That the guarantee hereinabove contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
- c) That any sums of money settled between SCI and the Tenderer shall be conclusive evidence of the amount due hereunder and shall not be questioned by us.
- d) That this guarantee commences from the date hereof and shall remain in force till the Tenderer, if his tender is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement as therein provided or till four months after the period of validity, as the case may be, of the tender, whichever of these is earlier.
- e) That the expressions "the Tenderer" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

Yours faithfully,

Date:
Place:

Signature:
Name:
Designation:
Company Name:
Seal of Company

9.2 ANNEXURE B: EMD/BID SECURITY DECLARATION

(To be submitted with Technical Bid by certified MSE Bidders only)

We the below mentioned tenderer for the (captioned tender) / **“E-Tender for _____”** hereby certify that we have read and understood all terms and conditions (both Part I and Part II) of the tender and hereby agree and accept them unequivocally, including corrigendum/addendum issued, if any.

We further affirm that our bid/tender submission is earnest and we understand and hereby accept that the validity period of our bid is as per terms and conditions of the tender and also agree to the fact that if we withdraw or modify our bid during its validity or fail to submit a Performance Bank Guarantee/Security Deposit within 30 days from the date of intimation of award of contract or if we have been awarded the contract and we fail to sign the contract, we shall stand suspended from participating in all tenders of the SCI for a period of two years effective from the date decided by the SCI.

Date:
Place:

Signature:
Name:
Designation:
Company Name:
Seal of Company

9.3 ANNEXURE C: INTEGRITY PACT

(To be submitted with Technical Bid)

**The Shipping Corporation of India Ltd
(A Government of India Enterprise)**

INTEGRITY PACT

Between

The Shipping Corporation of India Limited (SCI) hereinafter referred to as “The Principal”,

and

_____ hereinafter referred to as “The Bidder/Contractor”.

Preamble

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

In order to achieve these goals, the Principal cooperates with renowned international Non-Governmental Organization “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

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

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

(2). If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

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

1. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the tender process or during the execution of the contract.

2. The Bidder / Contractor will 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 cartelisation in the bidding process.

3. The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder / Contractor will 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.

4. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2). The Bidder / Contractor will 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, before contract award has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder / Contractor has committed a transgression through a violation of Section- 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company hierarchy of the Bidder and the amount of damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit / Bid Security, whichever is higher.

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 equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

3. The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors

1. The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

3. The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or of an employee or a representative or an associate of a Bidder, Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor/ Monitors

(Three in number depending on the size of the contract)

(To be decided by the Chairman of the Principal)

1. The Principal appoints competent and credible External Independent Monitor for this Pact. 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. He reports to the Chairman of the Board of the Principal.
3. The Contractor 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 will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman of the Board of the Principal 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.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.
8. If the Monitor has reported to the Chairman of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered office of the Principal, i.e. Mumbai.

- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....

For the Principal

(Official Seal)

Place:

Date:

.....

For the Bidder / Contractor

(Official Seal)

Witness 1:

Witness 2:

9.4 ANNEXURE D: BANNING GUIDELINES

(To be submitted with Technical Bid)

The Shipping Corporation of India Ltd

(A Government of India Enterprise)

Policy and Guidelines for Removal / Suspension / Banning of Entities

1. Introduction.

The Shipping Corporation of India Ltd. (SCI), a premier commercial organisation, is committed to maintaining ethics of the highest standard and adopt best industry practices in all its activities. During the course of business, SCI transacts with various firms and companies in their capacity as bidders / vendors / contractors / agents, hereinafter, referred to as the 'Entity'. SCI considers all its business dealings as a relationship and no relationship can be built on deceit or unethical conduct or repeated poor performance on the part of bidders/vendors/contractors/agents. SCI in all its business dealings endeavours to maintain competency, fairness, transparency, and it is expected that the other party to the deal will also uphold similar code of conduct. This guideline on banning unscrupulous elements / parties is being adopted to weed out corrupt practices and repeated poor performance and their recurrence from the system.

Since banning of business dealings involves civil consequences for an Entity concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case. Accordingly, during the proceedings as laid down in this document, the party / parties would be provided with ample opportunity to tender their explanations along with documentary evidence to present their case which would be duly considered based on the principles of natural justice. The banning guidelines are not applicable to any inadvertent or unintentional lapse on part of the party.

The decision of banning any business dealings would be taken only after it is established beyond doubt that the party has committed an act of deception, fraud or other misconduct (including repeated poor performance) in the tendering process or in the execution of contracts awarded / orders issued to them.

2. Scope

- 2.1 SCI reserves its rights to remove an entity from its list of approved suppliers / contractors or to ban business dealings and also to suspend business dealings pending investigation if that entity has been found to have committed misconduct.
- 2.2 The guiding principles and processes for
 - i. Removal of an Entity from the list of approved suppliers / contractors
 - ii. Suspension and
 - iii. Banning of an Entity from doing business with the Corporation, for a specified period, are laid down herein.
- 2.3 These guidelines apply to all firms / bidders / vendors / contractors / agents, etc. including those on approved panels, who have or are expected to have business dealings with SCI, and shall extend to all units, offices, establishments, subsidiaries and vessels of the SCI including those which get set up in future.
- 2.4 Without prejudice to the claims and rights of SCI in relation to subsisting arrangements, action under these guidelines would take effect prospectively.

3. Definitions:

In these Guidelines, unless the context otherwise requires: -

- 3.1 The Expression 'Party / Contractor / Supplier / Purchaser / Customer / Bidder / Vendor /Agent/ Entity' includes a company incorporated in law, a firm (whether registered or not), an individual, HUF, a co-operative society or an association or a group of persons engaged in or expected to be engaged in business dealings with SCI.
- 3.2 'Inter-connected Entity' shall mean two or more companies having any of the following features: -
 - i. If any or all of the Partner(s) / Functional Director(s) are common,
 - ii. If the Management is common,
 - iii. If the entity is controlled or is otherwise subservient to an entity against which action under these guidelines is taken or contemplated.
- 3.3 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - i. For banning any Entity, Indian or foreign, the "Competent Authority" would be a "Committee of Directors" comprising of the Director of the Division awarding the contract, Director (Finance) and the Director/s of the concerned Operations Divisions. The Committee will consist minimum three Directors. In case Director of the Division awarding the contract and the Director of the concerned operating Division are same, the Committee should co-opt one more Director from other Division. **The Chairman & Managing Director, SCI, shall be the 'Appellate Authority' in respect of such cases.**
 - ii. In case the original contract has been approved by the Chairman, then, for banning of the party, the competent authority would include the Chairman & Managing Director, Director (Finance) and Directors of the concerned operating divisions. In such a case an Appellate Authority would be the SCI Board of Directors or a committee formed by the Board for the purpose.
 - iii. For contracts where Board approval is mandatory for award, the Board or nominees of the Board would constitute the competent authority. In such cases any appeal would also lie with the Board. Banning proposals initiated by the SCI branch offices would be heard by the same authorities as mentioned at clause 3.3(i) and clause 3.3(ii) above, and would have a company-wide effect, unless otherwise specified by the Competent Authority.
- 3.4 'Investigating Department' shall mean any department / division / office of SCI investigating into the conduct of the Entity and shall include the Vigilance Department, "Central Bureau of Investigation, the State Police or any other authority or entity set up by the Central or State Government having powers to investigate".
- 3.5 List of 'Approved Entities' – shall mean and include list of approved Parties /Contractors / Suppliers / Purchases / Customers / Bidder / Vendor / Agents', if registered / contracted with SCI.

4. Grounds for initiation of Banning Business Dealings:

- 4.1 If considerations of security, sovereignty, or friendly relations of the state with other countries or reasons of trade or commercial confidence of SCI so warrant.
- 4.2 If any persons by whatever designation / name holding control of the entity or having substantial influence in the affairs of the entity is convicted by a Court of Law for offences involving moral turpitude, during the last five years.
- 4.3 If there is strong reason to believe that the Directors, Proprietors, Partners, Managers of the Entity have been guilty of malpractices such as bribery, corruption, fraud, misrepresentation of facts, interpolations or other unfair /unethical practices, formation of cartel with other entities with a view to artificially hike the prices

- 4.4 If the Entity continuously refuses to return / refund the dues of SCI without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.
- 4.5 If business dealings with the Entity have been banned by the Govt. or any other Central Public sector enterprise, then, such banning may also be extended for the same period as banned by the concerned Govt. / CPSE.
- 4.6 If any recommendation is received from Vigilance Division to ban business dealings with the Entity.
- 4.7 If the Entity has resorted to corrupt, fraudulent practices, coercion, undue influence, and other violations including misrepresentation of facts and / or fudging / forging / tampering of documents.
- 4.8 If the Entity uses intimidation / threats or brings undue outside pressure on the Corporation (SCI) or its officials in acceptance / performance of the job under the contract.
- 4.9 If the Entity indulges in repeated and / or deliberate use of delay tactics in complying with contractual obligations.
- 4.10 Established litigant nature of the Entity to derive undue benefit.
- 4.11 If the Entity misuses the premises or facilities of the Corporation (SCI), forcefully occupies tampers or damages the Corporation's properties including land, water resources, forests / trees, etc.
- 4.12 If the Entity employs a dismissed / removed public servant or employs a person convicted for an offence involving corruption or abetment of such offence.
- 4.13 Wilful indulgence by the Entity in supplying substandard material irrespective of whether inspection was carried out by the company, its agents or its representatives.
- 4.14 Based on the findings of the investigation report of CBI / Police against the Entity for malafide/unlawful acts or improper conduct on the Entity's part in matters relating to SCI or even otherwise.
- 4.15 If the entity supplies poor/substandard materials as against mentioned in the Purchase Order/samples provided, if any or performs substandard quality of service and fails to rectify/replace the same even after reasonable extension of time given to such entity.
- 4.16 Continued poor performance or any other action of the vendors/contractors/Agents which may result in damage to the brand image and/or result into commercial loss to SCI.
- 4.17 Failed to honor the bid without sufficient grounds.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealings for any good and sufficient reason).

5. Initiation of Banning / Suspension:

The contracting Department on receiving request to ban the Entity on any of the above grounds (as listed under clause 4.0) will initiate the banning process by forming a Investigating Committee comprising of Representatives from concerned User Division, Contracting Division and Finance Division. The User / Reporting Division to provide all relevant facts /material to the contract initiating Department / Division which will present it to the Investigating Committee. The Committee so formed will study the case and then submit its recommendations to the Competent Authority to decide on banning the Entity from all dealings with SCI. The Competent Authority and the appellate Authority would be as defined in Clause 3.0 (iii) as above.

6. Suspension of Business Dealings during Investigation period:

- 6.1 If the conduct of any Entity dealing with SCI is under investigation, the Investigating Department will inform the concerned Divisional Director, who in turn will convene a meeting of the Competent Authority. The Vigilance Department will be informed as well, and the Chief Vigilance Officer can send his recommendations to the Competent Authority based on the same.

- 6.2 The Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether, pending investigation, it would be advisable to continue business dealings with the Entity. If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department (if any), decides that it would not be in the interests of the Corporation to continue business dealings pending investigation, it may decide in favour of suspending business dealings with the Entity. The report of the Competent Authority must be submitted to the CMD, SCI, within 21 days from the receipt of the reference by the concerned Divisional Director and within the effective date of suspension.
- 6.3 The order of suspension will be passed by the concerned Divisional Director and would operate for a period of not more than six months from the date of issuance of such order, and may be communicated to the Entity as also to the Investigating Department.
- 6.4 The Investigating Department must ensure that their investigation is completed and the whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 6.5 The order of suspension shall be communicated to all Departments / Divisions / branch offices of SCI. During the period of suspension, no business dealing may be held with the Entity.
- 6.6 As far as possible, other existing contract(s) with the Entity may continue, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 6.7 If the Entity concerned asks for detailed reasons of suspension, the Entity maybe informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Entity at this stage.
- 6.8 It is necessary to give a show-cause notice to the Entity along with the order for suspension unless it is not expedient in the public interest to do so. The Entity has to be allowed to submit its written defence to the show-cause notice within 15 days. Competent Authority has to take the decision within thirty days of receipt of written defence.
- 6.9 Period of suspension shall be accounted for in the final order passed for Holiday listing (Banning business dealing) with the "Entity".

7. Banning of Business Dealings:

- 7.1 A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may restrict the ban to a Division/s or branch Office/s if in the particular case, banning of business dealings by the respective Unit will serve the purpose and achieve its objective and banning throughout the Corporation is not required in view of the local conditions and limited impact of the non-performance/misconduct / default.
- 7.2 There will be an Investigating Committee in each Division / branch office, to be appointed by the Divisional Director, for processing cases of "Banning of Business Dealings" as referred in Clause 5.0 above. The functions of the committee shall, inter-alia include:
- i. To examine and report material and other circumstances to determine whether or not if a prima-facie case for banning exists.
 - ii. To recommend for issue of show-cause notice to the Entity by the concerned department as per clause 8.1.
 - iii. To examine the reply to show-cause notice and call the Entity for personal hearing, if required.
 - iv. To submit recommendations to the Competent Authority for banning or otherwise.

7.3 If the Competent Authority is prima-facie of the view that action for banning business dealings with the Entity is called for, a show-cause notice may be issued to the Entity as per paragraph 8.1 and an enquiry held accordingly.

8. Show-cause Notice:

8.1 In case where the Competent Authority decides that action against an Entity is called for, a show-cause notice has to be issued to the Entity. A statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Entity should be asked to submit within 15 days a written statement in its defence.

8.2 On request from the Entity, necessary facility will be provided for inspection of relevant document/s in possession of SCI that establishes the grounds for banning (under clause 4.0).

8.3 If no reply is received from the “Entity” within the specified period, the decision may be taken ex-parte. The Competent Authority will pass an appropriate speaking order after examining the materials on record.

8.4 The Competent Authority may consider and pass an appropriate order:

- i. For exonerating the Entity if the charges are not established or
- ii. For removing the Entity from the list of approved Suppliers / Contractors, etc. or
- iii. For banning business dealings with the Entity.

8.5 The period for which the ban would be operative may be mentioned in the order. The period of Banning will be of two (2) years. The Competent Authority will have a right to extend the banning period for cases where issues are not resolved. It should also state explicitly that whether the ban would extend to the Inter-connected Entities based on case to case basis.

9. Removal from List of Approved Entities - Suppliers/Contractors, etc.:

9.1 If the Competent Authority decides that the charge against the Entity is of a minor nature, it may consider removing the name of the Entity from the list of approved Entities – Suppliers / Contractors, etc. – without recourse to an outright ban for a period of one (1) year or for the balance period of the contract whichever is longer.

9.2 The effect of such a removal order would be that the Entity would not be entitled to participate in both Open and Limited Tender Enquiries of SCI during such removal period.

10. Appeals against the Decision of the Competent Authority:

10.1 No Appeal is permitted in case an Agency is Holiday Listed (Banning of business dealing) based on Ministry’s advice

10.2 The Entity may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to the Appellate Authority. Such an appeal shall be made within one month from the date of receipt of the order banning business dealing, etc.

10.3 The Appellate Authority would consider the appeal and pass appropriate orders which shall be communicated to the Entity as well as the Competent Authority.

10.4 **Duration of Banning:** Ordinarily the period for which an Agency is banned should not be less than six months and should not exceed 2 years. However, in extraordinary circumstances the period can be more than 2 years.

11. Review of the Decision by the Competent Authority

Any petition / application filed by the Entity concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Investigating Committee for examination and recommendation.

12. Circulation of the names of Entities with whom Business Dealings have been banned:

- 12.1 The banning order will be issued to the Entity by the concerned contracting Divisional Director. It will also be circulated to all the Divisions and branch offices of the Corporation and the names of the banned entities will be posted on the SCI website.
- 12.2 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of the Entity with whom business dealings have been banned, to Government Departments, other Central Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.3 If a Government Department or a Central Public Sector Enterprise requests for more information about the Entity with whom business dealings have been banned, a copy of the report of Investigating Department together with a copy of the order of the Competent Authority/Appellate Authority may be furnished.
- 12.4 If business dealings with any Entity have been banned by the Central or State Government or any other Central Public Sector Enterprise, SCI may, without any further enquiry or investigation, issue an order banning business dealing with the Entity and its inter-connected Entities.

13. Effect of Banning and Suspension of an Entity:

- 13.1 The entity after issue of order of banning /suspension shall be debarred from participating in any of the tenders of SCI during the banning/suspension period and the same shall also be hosted on SCI website.
- 13.2 If the entity has already participated in the tender and price bids are not opened, the technical bids of such entity will be rejected. If the price bid of the tender is already opened and happened to be L1, the tender has to be cancelled and re-tender has to be issued. If the entity is not L1, the tender can be processed further.
- 13.3 Banning does not preclude a claim for damages for non-performance.
- 13.4 Banning does not affect any provision in the contract for the settlement of disputes or any other term of the contract which is to operate even after termination.

14. Revocation:

Suspension/ Removal of an entity shall be deemed to have been automatically revoked on the expiry of suspension/ Removal period and it will not be necessary to issue a specific formal order of revocation. However, in case of Banned entities, the same shall continue to remain in force unless it is specifically revoked based on the firm's representation with the approval of the Competent Authority who has earlier accorded approval for banning.

- 14.1 In banning cases, where the proprietor of the entity, its employee, partner or representative is convicted by a court of law for offences involving moral turpitude in relation to business dealings, may be revoked if in respect of the same facts, accused has been wholly exonerated by court of Law.
- 14.2 A banning / suspension order may, on a review be revoked by the competent authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case.

These guidelines shall be applicable for and be part of the Tender document

9.5 ANNEXURE E: LAND BORDER DECLARATION

GUIDELINES FOR ELIGIBILITY OF BIDDER FROM COUNTRIES WHICH SHARE LAND BORDER WITH INDIA

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated here in before, including any agency branch or office controlled by such person, participating in a procurement process.
3. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country ;or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country ; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. The *beneficial owner* for the purpose of (III)above will be asunder:
 - a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

 - i. "Controlling ownership interest" means owner ship of or entitlement to more than twenty-five percent of share or capital or profits of the company;
 - ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - d. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of

the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contract or is registered with the Competent Authority.

UNDERTAKING

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

*(Signature of the Tenderer
With Rubber stamp of the firm)*

Place :

Date :

Enclosures:

Wherever applicable, evidence of valid registration by the Competent Authority shall be attached

9.6 ANNEXURE F: DECLARATION OF LOCAL CONTENT

(To be submitted along with technical bid)

Self-certification format for claiming purchase preference under the “Public Procurement preference to Make in India” order

Make-in-India (MII) Local supplier certificate (as per order No P-45021/2/2017-PP (BE-II) dated 04.06.2020 and its amendments by DPIIT, Ministry of Commerce and Industry, GoI.)

Bid number: _____

Name of the product:

I/We certify that the item offered meets the local content requirement for

- i. Class I Local supplier (Minimum 50% of local content)
or
- ii. Class II Local supplier (Minimum 20%, but less than 50%, of local content)
or
- iii. Non Local supplier (If not belonging to Class-I & Class-II)

(Select one of the above and strike off the others)

Please mention the details against the following:

Project: **IT-PROC0HW/4/2025-ITINFA-SCI**

Type of Supplier (Class-I/Class-II/Non-Local) _____

Percentage of local content in the quoted product is _____

Details of location at which local value addition will be made is as follows:

We also understand that the false declarations will be in breach of the code of Integrity under rule 175(1)(i)(h) of the General financial rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorized Signature M/s _____

(Signature and seal)

Place _____

Date _____

9.7 ANNEXURE G: NON DISCLOSURE AGREEMENT

(To be executed on Non-Judicial Stamp Paper of Rs. 100 value)

CONFIDENTIALITY - CUM - NON DISCLOSURE AGREEMENT (NDA)

THIS NON-DISCLOSURE AGREEMENT is made on this day (date) of (Year)

By and between

‘Shipping Corporation of India Limited’, incorporated under the Companies Act, 1956/2013 and a Public Sector Undertaking (PSU) under Ministry of Ports Shipping and Waterways, having its Corporate Office at 245 Madame Cama Road, Shipping House, Mumbai 400072 (hereinafter referred to as “SCI” which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators and permitted assigns) of the FIRST PART.

And

..... under the.....having its registered/corporate office at (herein referred to as “Recipient” which expression shall unless repugnant to the context or meaning thereof, includes its successors, assigns, administrators, liquidators and receivers) of the SECOND PART.

WHEREAS

A. Recipient’s services have been hired by SCI for “.....” (Authorized purpose) vide Agreement/Purchase/Work Order No..... dated.....

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions:

- a) The term “Confidential Information” shall include, without limitation, all technical and non-technical information and materials, furnished by SCI or any of its associated partners on behalf of SCI to the Recipient in connection with SCI products and services including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic media, and including all information marked as ‘Confidential’ or ‘Sensitive’ or ‘Proprietary’, customer & prospect lists, personal data of SCI employees and its customers, trade secrets, trade names or proposed trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to SCI products and services. Results of any information security audits, tests, analysis, extracts or usages carried out by the Recipient in connection with the SCI’s products and/or services, IT infrastructure, etc. shall also be considered Confidential Information.
- b) The term “SCI products” shall include all such products, goods, services, deliverables, which are subject to deliver, install and/or be maintained by the Recipient under the Agreement.

2. Protection of Confidential Information. Recipient affirms that it shall:

- a) Use the Confidential Information only to the extent necessary to accomplish ‘Authorized purpose’ and in accordance with the terms and conditions contained herein;
- b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential

Information that the recipient takes to protect the confidentiality of its own proprietary and confidential information and that of its other clients;

- c) Not make or retain copy of any details of products and/or services, prototypes, business or marketing plans, Client lists, Proposals developed by or originating from SCI or any of the prospective clients/partners of SCI.
- d) Not make or retain copy of any details of results of any information security audits, tests, analysis, extracts or usages carried out by the Recipient in connection with the SCI's products and/ or services, IT infrastructure, etc. without the express written consent of SCI.
- e) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the SCI;
- f) Immediately notify SCI in writing upon the discovery of any loss or unauthorized disclosure of any confidential information.
- g) Return to the SCI, or destroy, at SCI's discretion, any and all Confidential Information disclosed in a printed or electronic form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately on
 - i. expiration or termination of this agreement, or
 - ii. the request of SCI therefor.
- h) Not send SCI's information or data and/or any such Confidential Information at any time outside India for the purpose of storage, processing, analysis or handling without the express written consent of the SCI.
- i) Use only the best possible secure methodology to avoid confidentiality breach, while handling confidential data of SCI for the purpose of storage, processing, transit or analysis including sharing of information with SCI.
- j) Not to engage or appoint any non-resident/foreigner to undertake any activity related to Information Security Audit in respect of SCI/ Government/ critical sector organization. Only the man power declared to CERT-In shall be deployed to carry out such audit related activities.
- k) Not discuss with any member of public, media, and press, or any other person about the nature of arrangement entered between the Recipient and SCI or the nature of services to be provided by Recipient to SCI.
- l) Make sure that all the employees and/or consultants engaged by Recipient to undertake any audit or services as part of 'Authorized purpose' as specified above on its behalf have signed the mandatory non-disclosure agreement.

3. Permitted disclosure of Confidential information: If the recipient is requested/required to disclose confidential information by law enforcement or similar Government agencies mandated under the law, it is agreed that the receiving party shall provide SCI with prompt notice of any such request or obligation so that SCI may seek an appropriate protective order and or wave the recipient compliance with the provision of this agreement.

4. Title and Proprietary Rights: Notwithstanding the disclosure of any confidential information by SCI to the recipient, the title and all intellectual property and proprietary rights in the confidential information shall remain with SCI. The provisions of this agreement are necessary for the protection of the business goodwill of SCI and are considered by SCI to be reasonable for such purposes. Recipient agree that any breach of this agreement will cause substantial and irreparable damages to SCI.

- 5. Exceptions:** The Confidentiality obligations as enumerated in Article 2 of this Agreement shall not apply in following cases:
- i. Which is independently developed by Recipient or lawfully received from another source free of restriction and without breach of this Agreement; or
 - ii. After it has become generally available to the public without breach of this Agreement by Recipient; or
 - iii. Which at the time of disclosure to Recipient was known to such party free of restriction and evidenced by documents in the possession of such party; or
 - iv. Which SCI agrees in writing is free of such restrictions.
 - v. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
- 6. Onus:** Recipient shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
- 7. Remedies:** Recipient acknowledges that any actual or threatened disclosure or use of the Confidential Information by Recipient would be a breach of this agreement and may cause immediate and irreparable harm to SCI or to its clients/partners; Recipient affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by SCI / its clients/partners may be impossible to calculate and compensate fully. Therefore, Recipient acknowledges that in the event of such a breach, SCI shall be entitled to specific performance by Recipient of its obligations contained in this Agreement. In addition, Recipient shall compensate the SCI for the loss or damages caused to the SCI actual and liquidated damages which may be demanded by SCI. Liquidated damages not to exceed the Contract value. Moreover, SCI shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a breach of this agreement by Recipient. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.
- 8. Need to Know:** Recipient shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or consultants of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the SCI. No information relating to SCI shall be hosted or taken outside the country in any circumstances.
- 9. Intellectual Property Rights Protection:** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
- 10. Ownership:** The confidential information is the property of SCI or its associates or advisors. Nothing in this agreement shall be construed as granting any property rights, by license or otherwise, to any confidential information disclosed pursuant to this agreement or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such confidential information. The recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any confidential information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and

that the disclosure of confidential information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. The confidential information may pertain to prospective or unannounced products. The recipient agrees not to use any confidential information as a basis upon which to develop or have a third party develop a competing or similar product.

11. No Conflict: The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

12. Authority: The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

13. Publicity: The recipient must not make any press or other public statements (which includes announcements and releases) relating to this agreement, the confidential information and the authorized purpose.

14. Forum: the recipient shall submit to the exclusive jurisdiction of the courts in Delhi, India to adjudicate any dispute arising out of this agreement.

15. Communications: Written communications requesting or transferring proprietary information under this agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

(Recipient)

(Recipient's Address)

16. Notices: Any notice required by this agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to SCI:
DGM IT(I/c),
Shipping Corporation of India Ltd,
245 Madame Cama Road, Shipping House,
Mumbai-400021

IF to Recipient:
(Recipient)
(Recipient's Address)

17. Headings: Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent.

18. Governing Law: This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the jurisdiction of Courts and/or Forums situated at Mumbai.

- 19. Entire Agreement:** This Agreement constitutes the entire understanding and agreement between the parties on this subject, and supersedes all previous communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
- 20. Amendments:** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 21. Binding Agreement:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 22. Severability:** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
- 23. Waiver:** Waiver by either party of a breach of any provision of this Agreement, shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.
- 24. Survival:** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.
- 25. Non-solicitation:** During the term of this Agreement and thereafter for a further period of two (2) years, Recipient shall not solicit or attempt to solicit SCI's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct business similar to SCI with any employee and/or consultant of the SCI who has knowledge of the Confidential Information, without the prior written consent of SCI.
- 26.** This Agreement is governed by and shall be construed in accordance with the laws of India.
- 27. Term.** This Agreement shall come into force on the date of its signing by both the parties and shall be valid up to the period of the contract.

IN WITNESS WHEREOF, and intending to be legally bound, the duly authorized representatives of parties have executed this Agreement to make it effective from the date and year first written above

<p>For and on behalf of SCI Name of the Organization: Shipping Corporation of India Ltd 245, Madame Cama Road, Shipping House, Mumbai – 400021 Sign: Name: Designation: Witnessed By: Sign: Name: Designation:</p>	<p>For and on behalf of RECIPIENT Name of the Organization: Sign: Name: Designation: Witnessed By: Sign: Name: Designation:</p>
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9.8 ANNEXURE H: BIDDER'S QUERIES

(Format for Bidder's queries submission)

S/N	Page No	RFP Clause No.	Stated Condition	Clarification Required	Comments

Date:

Signature:

Place:

Name:

Designation:

Company Name:

PART – II**FORM B: GeM PRICE OFFER FORMAT**

S No	Cost Items	Invoicing Type	Total Cost Without GST	GST Rate	Total Cost with GST
1.	Total product cost (hardware and software) with warranty	On Delivery in arrears			
2.	Total services cost (rack installation, configuration and commissioning)	On commissioning & acceptance in arrears			
Total project cost inclusive of GST					

Table 4: From B

1. All Invoices will be settled after due scrutiny and checking by the Bills Department within 120 days from date of submission of bills, if found complete in all respects.
2. All prices should be in Indian Rupees. Bidder should quote as per format only
3. If contract is awarded, selected L1 bidder has to provide item wise breakup (Unit Cost and GST Cost) as per below format.
4. Qualified Bidder should mention all the prices (as required in RFP) in this table only. No additional payment will be paid over and above the prices offered.
5. Confirmation of L1 is subject to scrutiny by SCI.
6. The bidder has to quote for all the items. If any of the items is quoted blank or nil or zero charges, the bid shall be treated as unresponsive and will not be considered. Such bids will be rejected.
7. "Total Bid Value" will be used to determine order of competitiveness amongst bidders.
8. In case the prices break up in excel and the consolidated price submitted in the commercial bid doesn't match, the consolidated price submitted will be considered as the final price. The L1 successful bidder has to provide line item price breakup matching the consolidated price.
9. The payments will be subject to deduction of applicable taxes and penalty if applied.
10. Penalty and Non Performance Charges will be calculated and deductions will be done as per SLA will be adjusted against invoices or Performance Security.
- 11. Non performances charges/SLA penalties if applicable will be accepted only in form of credit note.**
12. Please also note that invoices will be settled only when all items/ services mentioned in the RFP are delivered. In the event of failure to execute any service/deliverables in full, SCI reserves the right to withhold payment for services till the deliverables is fully executed.

PRICE BREAKUP FORMAT FOR COMPLETE PROJECT

Products	Product cost [A]	Applicable GST on Product cost [B]	Applicable Warranty Cost [C]	Applicable GST on warranty cost [D]	Total cost of Product (inclusive GST) [(A + (A x B %)) + (C + (C x D %))]
Item 01	₹	₹	₹	₹	₹
Item 02	₹	₹	₹	₹	₹
Total product cost with warranty cost inclusive of GST					
One time product installation, configuration and integration cost inclusive of GST					
Total project cost inclusive of GST					

SCI OFFICES ADDRESS & CONTACT DETAILS**(NOT FOR TENDER SUBMISSION)**

Sr. No.	Location	Address and Contact Number
1	SCI Head Office, Nariman Point. Mumbai (SCI HO)	The Shipping Corporation of India Ltd. "Shipping House" 245, Madam Cama Road, Mumbai, India. Pin code: 400 021. Contact Person: Mrs. Meena Karayi/ Mr. Parag Nannaware/ Mr. Ankit Khare
2	SCI Main Data Center MTI, Powai. Mumbai (SCI Powai)	The Shipping Corporation of India Ltd. Maritime Training Institute (MTI) 52-C Adi Shankaracharya Marg, Near Powai Lake. Powai, Mumbai, India. Pin code: 400 072. Phone: + 9122 2570 6091/6096/6097/6089 Contact Person: Mr. Vivek Nohwar/ Mr. Avijit Das/ Ms. Sunita Uikey/ Mrs. Priyanka Thakare/Mr. Sachin Dev Gautam
3	SCI Kolkata Office (SCI Kolkata)	The Shipping Corporation of India Ltd. Shipping House 13, Strand Road, Kolkata 700 001 Phone: + 9122 2570 6091/6096/6097/6089 Contact Person: Mr. Vivek Nohwar/ Mr. Pulamte/ Mr. Avijit Das/ Ms. Sunita Uikey/ Mrs. Priyanka Thakare/Mr. Sachin Dev Gautam
4	SCI Chennai Office (SCI Chennai)	The Shipping Corporation of India Limited. Jawahar Building, 17-Rajaji Salai Chennai - 600 001 Phone: + 9122 2570 6091/6096/6097/6089 Contact Person: Mr. Vivek Nohwar/ Mr. Unnikrishnan/ Mr. Avijit Das/ Ms. Sunita Uikey/ Mrs. Priyanka Thakare/Mr. Sachin Dev Gautam
5	SCI Delhi Office (SCI Delhi)	The Shipping Corporation of India Limited. Chandralok Building, 01st floor, 36- Janpath, New Delhi- 110001 Phone: + 9122 2570 6091/6096/6097/6089 Contact Person: Mr. Vivek Nohwar/ Mr. Ashok Kumar/ Mr. Avijit Das/ Ms. Sunita Uikey/ Mrs. Priyanka Thakare/Mr. Sachin Dev Gautam
6	SCI Shri Vijaypuram (Andaman & Nicobar)	The Shipping Corporation of India Limited. DSS Seamen Hostel Building, Adjacent to Fisheries Colony, Haddo, Sri Vijay Puram - 744102

SELECTION OF A SYSTEM INTEGRATOR FOR THE SUPPLY OF SAN SWITCH AND UPGRADE OF SAN STORAGE

7	SCI London	The Shipping Corporation of India Ltd., G 01, 3 Lloyds Avenue, London, EC3N 3DS
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