



IS/ISO 9001:2015

ARTIFICIAL LIMBS MANUFACTURING CORPORATION OF INDIA
(A Govt. of India Undertaking)
G.T. Road, Kanpur-209217
Visit us: www.alimco.in
OPEN TENDER NOTICE NO. SP/OT/02/BA

Online Bids (Technical & Price Bid) are invited for supply of item as per details indicated below:

Category of Items	Qty.	Approx. Amount	EMD Amount	Last date of Submission
Cloud Services for SAP S/4 HANA Enterprise (SAP ERP) on Turnkey basis	01 No.	Rs. 14.5 Cr.-	Rs. 5,00,000/-	01.09.2022

Interested Tenderers may download the tender document from ALIMCO website www.alimco.in (for reference only) and submit their bid on GEM portal (<https://gem.gov.in/>) or CPPP website (<https://eprocure.gov.in/eprocure/app>.)

The technical bid shall be opened from both the portals and TC bid CSQ shall be prepared based on the bidders participated on both the portals.

Tenderers are requested to submit their Offers/ Bids through **GEM Portal (<https://gem.gov.in/>)** or **NIC CPP Portal (<https://eprocure.gov.in/eprocure/app>)** and submit the tender fee and EMD online through website of the Corporation (alimco.in) within due date. ALIMCO reserves the right to reject any or all requests/ Offers without assigning any reason.

**For ALIMCO
Sr. Manager (IT)**

BID DOCUMENT NOTICE INVITING E-TENDER

Tender Reference No: SP/OT/02/BA

Dated: 10.08.2022

Online bids under Two bid system (Technical & Financial) from eligible bidders which, are valid for a minimum period of **90 days** from the date of opening of tenders (TC-Bid) (**i.e. 02.09.2022**) are invited for and on behalf of the **Senior Manager (IT), ALIMCO, Kanpur for Cloud Services for SAP S/4 HANA Enterprise (SAP ERP) on Turnkey basis** as per broad scope of work given in this tender document.

Name of Work	Cloud Services for SAP S/4 HANA Enterprise (SAP ERP) on Turnkey basis
Earnest Money Deposit to be submitted	Rs. 5,00,000 /-
Date of Publishing	-----
Clarification Start Date and Time	NA
Clarification End Date and Time	NA
Queries (if any)	No queries will be entertained after clarification end date.
Bid Submission Start Date	10.08.2022
Last Date and time of uploading of Bids	01.09.2022 14:00 hrs.
Last Date and time of submitting, EMD and other documents at ALIMCO Kanpur	01.09.2022 14:00 hrs.
Date and time of opening of Technical Bids	02.09.2022 15:00 hrs.
Date and time of opening of Financial Bids	Will be separately notified to technically shortlisted/qualified bidders

Interested parties may view and download the tender document No:

containing the detailed terms & conditions from the website

<http://eprocure.gov.in/eprocure/app>

MANUAL BIDS SHALL NOT BE ACCEPTED

Except for the original documents/ instruments as mentioned in this tender.

Bidders should regularly visit the website to keep themselves updated.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) by clicking on the link “Online Bidder Enrollment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token/ Smartcard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/password and the password of the DSC/ e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- (i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.

After selecting the tender document same shall be moved to the 'My favorite' folder of bidders account from where bidder can view all the details of the tender document.

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under “My Space/ Other Important Document” option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of e-receipt, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of e-receipt generated through corporation's website www.alimco.in .
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for

bidding.

Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.

If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 23.0 of ITB including forfeiture of EMD.

The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

- (ix)** Bidders shall submit their bids through online e-tendering system to the **Tender Inviting Authority (TIA)** well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (x)** After the bid submission (i.e. after Clicking **“Freeze Bid Submission”** in the portal), the bidders shall **take print out of system generated acknowledgement** number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi)** Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii)** All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.

ASSISTANCE TO BIDDERS:

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The helpdesk email id is support-eproc@nic.in

INSTRUCTION FOR e-PROCUREMENT

1. Preparation and Submission of Bids:

- a. The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
- b. The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid, EMD should be upload online in cover 1 and Financial Bid in “.xls” should be upload online in cover-2.

2. Submission of the Bid:

All interested eligible bidders are requested to submit their bids online on CPP Portal: <http://eprocure.gov.in/eprocure/app> as per the criteria given in this document:

- a. Technical Bid, Tender Fees & EMD should be upload online in cover-1
- b. Financial Bid should be upload online in cover-2

Both Technical and Financial Documents should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>)

3. Technical Bid:

Signed and Scanned copies of the Technical bid documents as under must be submitted online on CPP Portal: <http://eprocure.gov.in/eprocure/app>

ALIMCO has already tie-up for SAP S/4 HANA Enterprise Solution and in the process of Implementation & intends to host their SAP Landscape and related infrastructure on the Cloud Server. Therefore, SAP HEC has been mentioned as standard requirement in this tender to fulfill the application level SLA of minimum 99.7%. The bids are invited for Procurement of Cloud Services on turnkey basis for the period of five (5) years which may be extended for another five more Years at the same rates and terms & conditions at the sole discretion of ALIMCO.

List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission:

A. BIDDER'S ELIGIBILITY CRITERIA

1. **Company Profile** Bidder shall be an entity registered in India. Bidder should submit Copy of Certificate of Incorporation, GST Registration certificate, Copy of PAN, and should have been in operations in India for minimum of Five (5) years. As a proof bidder should submit a) Copy of Certificate of Incorporation or Certified copy of Partnership Deed. b) GST Registration certificate. c) Copy of PAN
2. **Company Financials & Profile** Bidder must have an average annual turnover of INR 11.5 Cr. over the last three (3) Financial Years (FY 2018-19, 2019-2020 and 2020-21). ITR copies with Certificate from the Chartered Accountant should be submitted. The said certificate also needs to be counter signed by authorized signatory of the Bidder.
3. **Positive Net Worth** Bidder must have positive 'Net worth' in any 2 (two) of the last three financial years and in the immediately preceding Financial Years (FY 2018-19, 2019-2020 and 2020-21). This must be the individual company's financials and not consolidated or of any group of companies/subsidiaries. Certificate from the Chartered Accountant should be submitted. The said certificate also needs to be counter signed by authorized signatory of the Bidder.

4. **Bidder Authorization** Bidder should be either an OEM of these Services as per SOW or OEM Authorized partner to participate in the bid. Declaration/ Authorization from OEM to be submitted.
5. **Non-Blacklisting** The bidder shall not be Blacklisted in any Govt/ PSU in last five years - Letter signed by the Authorized signatory on the letter head of bidder. Self-Declaration from CSP as per Annexure-B1.
6. **Bidder Experience** The bidder should have experience of providing Hana Enterprise Cloud Service (HEC) with SAP to multiple customers in India in last five (5) years and should have at least 1 Project experience in Govt./PSU in India as per below:
 - a. **Three (3) projects** not less than the amount equal to **5.5 Cr. each**,
or
 - b. **Two (2) projects** not less than the amount equal to **7 Cr. each**,
or
 - c. **One (1) project** not less than the amount equal to **11.5 Cr.**

Work Order or Self-Certificate by the Authorized Signatory from bidder of above experience should be submitted for having executed the Projects for HEC Service in India.

Client Certificate: Bidder needs to submit a certificate from their client that they are using SAP HEC since date < *mention date* > and have not faced any challenges/issues during the patch/upgradation from SAP on client's letterhead.

7. **Bidder capability on offered OEM Services** Bidder should have minimum 50 IT Professionals (data center / networking / system administration / cloud services professional's/cloud security experts / cyber security) **out of which 10 should be SAP Certified on their payroll as on date of submission of this bid.** These professionals must have experience of minimum 5 years in maintenance of cloud solution/ DR Management / virtual server administration/system administration, Virtualization, security, database etc. - Declaration on Letter head certified by HR/ Authorized person should be submitted. - Declaration on Letter head certified by HR/ Authorized person should be submitted.

B. CSP'S ELIGIBILITY CRITERIA for Hana Enterprise Cloud

1. **Company Profile** CSP shall be an entity registered in India. Bidder should submit Copy of Certificate of Incorporation, GST Registration Certificate Copy of PAN. a) Copy of Certificate of Incorporation or Certified copy of Partnership Deed. b) GST Registration certificate. c) Copy of PAN
2. **MEITY Empanelment** CSP shall be MeitY empaneled & STQC audited as per Ministry of Electronics and Information Technology (MeitY) empanelment process as on the last date of submission of the bid. - Empanelment Certificate issued by MeitY.
3. **Certifications** CSP Should be ISO 9001, 27001, 27017, 27018, and 27701:2019 certified. - Certification copy to be submitted
4. **Application Level SLA** CSP Should offer Cloud Services with **SAP's Contractual Committed at Application level SLA of 99.7%.** - Self-Certification from CSP for Contractual Committed SLA by the offered CSP.
5. **PCIDSS** CSP should have Payment Card Industry Data Security Standards (PCIDSS) for storing, processing, and transmitting credit card information in the cloud Self-declaration from the Authorized signatory of the CSP on their letterhead.

6. **Tier III Standards** Data Centre offered should be Tier III standards and must be in India.
7. **Past Experience** CSP should have at-least 2 (Two) HEC with SAP ERP in India running on its Cloud Services. - Self-Certifications by CSP
8. **Years of Operations in India DC Capability** - CSP should have minimum five years of experience in Operating in India from its India's Data Centre. - Self-Declaration from CSP is required.
9. **SOC Certification** CSP shall have accreditations relevant to security, availability, confidentiality, processing integrity, and/or privacy Trust Services principles such as SOC 1, SOC 2 OR SOC 3. Self-Certification from CSP and Public Referenceable link.
10. **Non- Blacklisting** CSP should not have been blacklisted by the Central Government and/or by any State Government and/or by any Public Sector Undertaking in India. Self-Declaration from CSP as per Annexure-B2.
11. **SAP Certificate for Supporting HEC Services of CSP with Deployed SAP Products** – As per PQ Table

C. OTHER MANDATORY DOCUMENTS

1. **Duly filled tender document** with proper seal and signature of authorized person on **each page** of the tender document.
2. Proposal Covering Letter as per ANNEXURE – A.
3. Company Information as per ANNEXURE – C.
4. Financial Criteria as per ANNEXURE – D.
5. Bid Security as per ANNEXURE – E.
6. Tender Acceptance Letter as per ANNEXURE – F.
7. ANNEXURE – G (Mandatory conditions to be satisfied by any bidder from a country which shares a land border with India.)

D. TECHNICAL REQUIREMENT SPECIFICATION (TRS)

As the part of Technical bid, Bidder has to submit all the criteria mentioned in SECTION-IV of this tender document. TRS Compliance should be filled as per the format.

4. Earnest Money Deposit EMD:

Scan copy of e-receipt against cost of tender documents of **Rs. 600/-** (GST @ 12% Included) and EMD of **Rs. 5.00 lakh**. Exemption to submit Tender Fee and Earnest Money Deposit (EMD) on submission of valid Udyog Aadhar Memorandum (UAM) against Tender for the items/ nature of business/ type of services specified therein in the UAM. The EMD amount can be submitted online through the website of the Corporation www.alimco.in where proper category needs to be opted.

5. Financial Bid:

Bidders are requested to submit their rates separately for undertaking **Cloud Services for SAP S/4 HANA Enterprise (SAP ERP) on Turnkey basis** also in the cover-2 (BOQ) only. **Financial bid shall be open for technically complied bidders only.**

(THIS BREAKUP IS ESSENTIAL TO ENABLE PLACEMENT OF THE PURCHASE ORDERS AND PAYMENTS, KEEPING ACCOUNT OF GOVT. LEVIES SEPARATELY.)

is agreed upon, mutually. This may please be stipulated clearly in the Quotation.

- b) If notified within this period that the tender has been accepted, the tenderer shall be bound by the terms of the offer along with the terms that have been agreed mutually.
- c) In case the tenderer happens to be dealer/ distributor for any reputed brand the validity certificate to this effect duly certified from the principal should invariably be provided.
- d) **The tenderer must submit all the documents asked in this tender as well as (dully filled documents, signed) as mentioned in mandatory/ Pre-qualification criteria above, failing which the offer will summarily be rejected.**
- e) The successful tenderer shall not sub contract the assigned task covered under the work contract.

10. Terms of Payment

ALIMCO is a Govt. of India Undertaking registered Under Section 8 (Not for Profit) of Indian Companies Act 2013.

- 1. As per **SECTION-VI: FINANCIAL PROPOSAL** as mentioned in this tender, within 30 days after receipt of bill with due certification for the satisfactory completion of work.
- 2. **Payment on quarterly basis shall be release by ALIMCO on receipt of duly signed original invoice within period of 30 days after the completion of each quarter.**
- 3. All bank charges, if any to be borne by Tenderer. GST shall be released after input credit.

11. Right of Acceptance

ALIMCO reserves the right to reject any or all the tenders in part or full without assigning any reasons thereof at any time at its sole discretion. The Corporation also reserves the right to negotiate the rates and terms and conditions of supply with any or all the tenderer at its sole discretion as deemed fit without assigning any reasons thereof.

Any bribe, commission, gifts or advantage given, promised or offered by the Tenderer or on behalf of the Tenderer or his partner, agent or servant or anyone on his or their behalf (whether with or without the knowledge of the Tenderer) to any officer, servant, representative or agent of Corporation in relation to the obtaining or to the execution of this or any other contract with the Corporation shall be in addition to any criminal liability which he may incur, subject the Tenderer to the cancellation of this and all other contracts and also to payment to Corporation of any loss resulting from any such cancellation.

**THIS IS A FIXED PRICE TENDER. ANY REQUEST FOR RATE REVISION TILL CURRENCY OF ORDER/
CONTRACT SHALL NOT BE CONSIDERED.**

ARBITRATION

If any dispute / question or controversy arises, the settlement of which is not herein specifically provided in this Purchase Order/Work/Service Contract, the matter in dispute shall be referred to the arbitration of the Chairman and Managing Director of ALIMCO or his nominee and decision of Chairman and Managing Director or his nominee shall be final and binding on both the parties. The provision of INDIAN ARBITRATION & CONCILATION CT 1996 as amended from time to time shall apply to such arbitration proceedings. Arbitration proceeding shall be held at Kanpur only and the Kanpur Courts will have jurisdiction in the matter.

Thanking you,

Yours faithfully,

For Artificial Limbs Mfg. Corporation of India

Senior Manager (IT)

Cloud Services for SAP S/4 HANA Enterprise (SAP ERP) on Turnkey basis

SN	Content	Page No.
1.	SECTION-I: QUALIFICATION/ELIGIBILITY EVALUATION	12-15
2.	SECTION-II: EVALUATION CRITERIA	16-19
3.	SECTION-III: SCOPE OF WORK	20-26
4.	SECTION-IV: TECHNICAL REQUIREMENT SPECIFICATION (TRS)	27-37
5.	SECTION-V: SERVICE LEVEL AGREEMENTS (SLA) & PENALTIES	38-46
6.	SECTION-VI: FINANCIAL PROPOSAL	47-51
7.	SECTION-VII: SIZING INPUTS	52-56
8.	ANNEXURES: A, B1, B2, C, D, E, F, G	57-66
9.	ANNEXURE - H: BIDDING FORMS CHECK-LIST	67-68

1. SECTION-I: QUALIFICATION/ELIGIBILITY EVALUATION

The evaluation of the bidders will be carried out by the Committee as per the pre-qualification / eligibility criteria defined in the tender document. Only the bidders who fulfil the given pre-qualification / eligibility Criteria shall be eligible for next round of evaluation i.e. Technical evaluation. Non-conforming bids will be rejected and will not be eligible for further processing.

The eligibility criteria for the bidder :-

1.1. BIDDER'S ELIGIBILITY CRITERIA

S. N.	Particulars	Mandatory Criteria	Documentary Evidence
1.	Company Profile	Bidder shall be an entity registered in India. Bidder should submit Copy of Certificate of Incorporation, GST Registration certificate, Copy of PAN, and should have been in operations in India for minimum of Five (5) years . As a proof bidder should submit a) Copy of Certificate of Incorporation or Certified copy of Partnership Deed. b) GST Registration certificate. c) Copy of PAN	a) Copy of Certificate of Incorporation or Certified copy of Partnership Deed. b) GST Registration certificate. c) Copy of PAN
2.	Company Financials & Profile	Bidder must have an average annual turnover of INR 11.5 Cr. over the last three (3) Financial Years (FY 2018-19, 2019-2020 and 2020-21) .	ITR copies with Certificate from the Chartered Accountant should be submitted. The said certificate also needs to be counter signed by authorized signatory of the Bidder.
3.	Positive Net worth	The bidder must have positive Net profit in any 2 (two) of the last three financial years and in the immediately preceding Financial Years (FY 2018-19, 2019-2020 and 2020-21) . This must be the individual company's financials and not consolidated or of any group of companies/ subsidiaries.	Certificate from the Chartered Accountant should be submitted. The said certificate also needs to be counter signed by authorized signatory of the Bidder.
4.	Non Blacklisting	The bidder shall not be Blacklisted in any Govt/ PSU in last five years - Letter signed by the Authorized signatory on the letter head of bidder.	Self-certificate/Affidavit-attested by the authorized signatory
5.	Bidder Authorization	Bidder should be either an OEM of these Services as per SOW or OEM Authorized partner to participate in the bid. Declaration/ Authorization from OEM to be submitted.	Declaration/ Authorization from OEM to be submitted.

6.	Bidder Experience	<p>The bidder should have experience of providing Hana Enterprise Cloud Service (HEC) with SAP to multiple customers in India in last five (5) years. Bidder should have at least 1 Project experience in Govt./PSU in India as per below:</p> <p>Three (3) projects not less than the amount equal to 5.5 Cr. each,</p> <p>or</p> <p>Two (2) projects not less than the amount equal to 7 Cr. each,</p> <p>or</p> <p>One (1) project not less than the amount equal to 11.5 Cr.</p>	<p>Work Order or Self-Certificate by the Authorized Signatory from bidder of above experience should be submitted for having executed the Projects for HEC Service in India.</p> <p>Client Certificate: Bidder needs to submit a certificate from their client that they are using SAP HEC since date < <i>mention date</i>> and have not faced any challenges/issues during the patch/upgradation from SAP on client's letterhead.</p>
7.	Bidder capability on Cloud Services	<p>Bidder should have minimum 50 IT Professionals (data center / networking / system administration / cloud services professional's/cloud security experts / cyber security) out of which 10 should be SAP Certified on their payroll as on date of submission of this bid. These professionals must have experience of minimum 5 years in maintenance of cloud solution/ DR Management / virtual server administration/system administration, Virtualization, security, database etc.</p> <p>- Declaration on Letter head certified by HR/ Authorized person should be submitted.</p>	<p>Declaration on Letter head certified by HR/ Authorized person.</p>

1.2. PRE-QUALIFICATION ELIGIBILITY CRITERION for CSP for HEC Services

S No	Requirement	Supporting Document
1.	CSP shall be an entity registered in India. Bidder should submit Copy of Certificate of Incorporation, GST Registration certificate Copy of PAN.	a) Copy of Certificate of Incorporation or Certified copy of Partnership Deed. b) GST Registration certificate. c) Copy of PAN
2.	CSP Services shall be MeitY empanelled & STQC	Empanelment Certificate issued by

	audited as per Ministry of Electronics and Information Technology (MeitY) empanelment process as on the last date of submission of the bid. - Empanelment Certificate issued by MeitY.	MeitY.																								
3.	CSP Should be ISO 9001, 27001, 27017, 27018, and 27701:2019 certified.	Certification copy to be submitted																								
4.	CSP Should offer SAP's HEC Services with ERP OEM's Contractual Committed at Application-level SLA of 99.7% .	Self-Certification from CSP & SAP (OEM) for Contractual Committed SLA by the offered CSP.																								
5.	CSP Services should have Payment Card Industry Data Security Standards (PCIDSS) for storing, processing, and transmitting credit card information in the cloud	Self-declaration from the Authorized signatory of the CSP on their letterhead.																								
6.	Data Centre offered should be Tier III standards and must be in India.	Self-Certification from CSP for Tier 3 Standards.																								
7.	Experience - CSP should have at-least 2 (Two) HEC with SAP ERP in India running on its Cloud Services.	- Self-Certifications by CSP																								
8.	Capability - CSP should have minimum five years of experience in Operating in India from its India's Data Centre .	- Self-Declaration from CSP is required.																								
9.	CSP shall have accreditations relevant to security, availability, confidentiality, processing integrity, and/or privacy Trust Services principles such as SOC 1, SOC 2 OR SOC 3 .	Self-Certification from CSP and Public Referenceable link																								
10.	CSP should not have been blacklisted by the Central Government and/or by any State Government and/or by any Public Sector Undertaking in India.	Self-Declaration from CSP as per Annexure-B2.																								
11.	SAP Certification should be provided by the CSP for HEC Services, supporting Products deployed on HEC.	Certificate by SAP																								
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	12	SAP Core HCM Component	
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	14	SAP ERP, limited runtime edition	

1.3. OTHER REQUIRED DOCUMENTS

S No	Requirement	Supporting Document
1.	Duly filled tender documents with proper seal and signature of authorized person on each page of the Tender document.	Duly signed tender document copy
2.	Proposal Covering Letter	As per Annexure- A
3.	Company Information	As per Annexure- C
4.	Financial Criteria	As per Annexure- D
5.	Bid Security	As per Annexure- E
6.	Tender Acceptance Letter	As per Annexure- F
7.	Local Content	As per Annexure- G
8.	Mandatory conditions to be satisfied by any bidder from a country which shares a land border with India.	As per Annexure- H

CONFIRMATION (Applicable for All Qualification/Eligibility Evaluation)

We confirm our acceptance to the Qualification/Eligibility Evaluation as given above in Section-I.

Signature and seal of the bidder:

Date:

Place:

SECTION-II: EVALUATION CRITERIA

Bidder's response would be evaluated technically based on Technical CSQ (Comparative Statement of Quotations). Price Bids will be opened for qualified bidder only.

2.1. Evaluation and Comparison of Bids

2.1.1. Confidentiality

- 1) Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to Bidders or any other person not officially concerned with such process.
- 2) Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or Contract award decisions may result in the rejection of its bid.
- 3) Notwithstanding the above clause, from the time of opening the Techno-commercial proposals to the time of work order, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

2.1.2. Clarification of Bids

To assist in the examination, evaluation, comparison, and post-qualification of the bids, the Purchaser (ALIMCO) may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price proposals, in accordance with Non Conformities, Errors, and Omissions.

2.2. Responsiveness of Techno-Commercial Proposal

- 1) The Purchaser's determination of the responsiveness of a Techno-commercial proposal is to be based on the contents of the Techno-commercial proposal itself.
- 2) A substantially responsive Techno-commercial proposal is one that conforms to all the terms, conditions, and specifications of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contractor.
 - b) Limits or is inconsistent in any substantial way, with the bidding document, the Purchaser's rights or the Bidder's obligations under the Contractor.
 - c) If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Techno-commercial proposals.
- 3) If a Techno-commercial proposal is not substantially responsive to the bidding document, it shall be rejected by the Purchaser and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 4) No deviation will be accepted by the Purchaser. If any such deviation or assumption is proposed by the Bidder, the Purchaser will have the right to reject the bid without assigning

any reason. Bidder has to abide by the contract terms and to comply to the technical specifications mentioned in the tender document.

2.2.1. Non-Conformities, Errors, and Omissions

- 1) Provided that a Techno-commercial proposal is substantially responsive, the Purchaser may waive any non-conformity or omission in the bid that does not constitute a material deviation.
- 2) Provided that a Techno-commercial proposal is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, non-conformities, or omissions in the Techno-commercial proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price proposal of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 3) Provided that the Techno-commercial proposal is substantially responsive, the Purchaser reserves the right to correct the arithmetical errors during the evaluation of Price proposals on the following basis.

2.2.2. Preliminary Examination of Bids

- 1) The Purchaser shall examine the Techno-commercial proposal to confirm that all documents and technical documentation requested in the document comprising the bid have been provided and to determine the completeness of each documents submitted.
- 2) The Purchaser shall confirm that the following documents and information have been provided in the Techno- commercial proposal. If any of these documents or information is missing, the offer shall be rejected.
 - a) Techno-commercial proposal submission sheet in accordance with Bid submission sheets and Price Schedules
 - b) Written confirmation of authorization to commit the Bidder.
 - c) Tender fee (Non-Refundable) & Bid security/ EMD, if applicable.
 - d) Bid compliance sheet and
 - e) Manufacturer's Authorization, where applicable.
- 3) Tender fees are Non-Refundable in nature whatsoever be the reason, the tender fees will not be refunded by the Purchaser. Any request (any form) pertaining to a refund for the tender fee will not be entertained.
- 4) Likewise, following the opening of Price proposals, the Purchaser shall examine the Price proposals to confirm that all documents and financial documentation requested in documents comprising the bid have been provided and to determine the completeness of each documents submitted.
- 5) The Purchaser shall confirm that the following documents and information have been provided in the Price proposal. If any of these documents or information is missing, the offer shall be rejected.
 - a) Price proposal submission sheet in accordance with documents comprising the bid and
 - b) Price schedules, in accordance with documents comprising the bid, Bid prices, and Discounts and Currencies of the bid.

2.2.3. Lowest Price Bid Selection (L1)

Since this is a highly technical project to be rolled out in the organization, implementation & quality and price competitiveness are very critical. The project requires the requirement of ICT infrastructure etc. to be available in timely manner with best price. Considering this, the evaluation will be based on Technical CSQ and lowest price bid (L1).

2.2.4. Examination of Terms & Conditions and Technical Evaluation

- 1) The Purchaser shall examine the bids to confirm that all terms and conditions specified in the tender document have been accepted by the Bidder without any material deviation or reservation.
- 2) The Purchaser shall evaluate the technical aspects of the bid submitted in accordance with documents establishing the conformity of the Goods and Related Services to confirm that all requirements specified in SCOPE OF WORK, of the bidding document have been met without any material deviation or reservation.
- 3) If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Techno-commercial proposal is not substantially responsive in accordance with Responsiveness of Techno-commercial Proposal it shall reject the bid.
- 4) The Purchaser reserves the right to verify the credentials (including documents, declarations, self-certifications, etc.) provided by the Bidders by its own means and methods. In case Purchaser receives feedback contrary to the responses of the Bidder or is not satisfied with compatibility of the experience with the required standards/ expectations, Purchaser reserves the right to form its own opinion and even reject the bid.

2.2.5. Qualification of the Bidder

- 1) The Purchaser shall determine to its satisfaction during the evaluation of Techno-commercial proposals whether Bidders are qualified to perform the Contract satisfactorily.
- 2) The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, to clarifications in accordance with Clarification of Bids the Eligibility Criteria indicated in SECTION-I: QUALIFICATION/ ELIGIBILITY EVALUATION, SECTION-IV: TECHNICAL EVALUATION SPECIFICATIONS and Annexures mentioned in this tender document.
- 3) An affirmative determination in accordance with this clause shall be a prerequisite for the opening and evaluation of a Bidder's Price proposal. A negative determination shall result into the disqualification of the bid.

2.2.6. Comparison of Bids

- 1) The Technical bids will be evaluated based on **SECTION-I: QUALIFICATION/ELIGIBILITY EVALUATION, SECTION-III: SCOPE OF WORK and SECTION-IV: TECHNICAL EVALUATION SPECIFICATIONS and Annexures mentioned in this tender document.**
- 2) **Price bid will be opened for qualified Technical bidders only.**
- 3) Total Cost of Ownership (TCO) will be calculated based on the response provided in the price proposal. Price bid evaluation will be done on total prices all-inclusive of taxes, duties, and levies.
- 4) The TCO of the Bidder will be calculated based on the following formula:

TCO of the bidder = Year 1 cost + Year 2 cost + Year 3 cost + Year 4 cost + Year 5 cost

- 5) The Bid having the Lowest TCO shall be termed as the Lowest Price Bidder (L1)
- 6) Contract shall be awarded to L1 bidder.

CONFIRMATION (Applicable for All Evaluation Criteria)

We confirm our acceptance to the Evaluation Criteria as given above in Section-II.

Signature and seal of the bidder:

Date:

Place:

3. SECTION-III: SCOPE OF WORK

3.1. INTRODUCTION

ALIMCO (also referred to as “Purchaser”) has already tie-up for **SAP S/4 HANA Enterprise Solution** & intends to host their SAP Landscape and related infrastructure on the **HANA Enterprise Cloud** (also referred to as “the Solution”) within the timeframe indicated in this Bid Document. The Purchaser expects the Cloud Service Provider (also referred to as “Bidders” or “CSP”) to adhere to the approach described in this Bid Document with possible improvements.

3.2. OBJECTIVE

Bidders are required to critically review the purpose and requirements of implementation and shall ensure inclusion of all essential material & services (not mentioned specifically) for achieving the objective within the time frame for successful implementation.

Bidders should note that the specifications mentioned in the Tender Document are only the minimum specification and the Bidder should design and provide the solution appropriately keeping the technical requirement, VMs, Network, Information Security, SLA requirements, and scalability in view.

3.3. Brief Scope of Work

- i. ALIMCO is in the process of implementing SAP S/4 HANA ERP solution and in process of implementation of below SAP Modules, the bidder will be responsible for installation & Technical Managed Services for below SAP Software Modules. SAP Technical Services Managed Services includes Backup & all related Security to run SAP Applications.

S No	Description
1	SAP Extended Procurement
2	SAP Process Orchestration
3	SAP Single Sign-On
4	SAP Payroll Processing
5	SAP Extend Procurement, PS a Regular Industry extension
6	S/4 Ent. Mgmt. Professional use
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11	SAP HANA, RT ed Application & BW-new/ subsequent
12	SAP Core HCM Component
13	SAP E-Recruiting

14	SAP ERP, limited runtime edition
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- ii. ALIMCO has decided to procure Cloud Services for deployment of SAP's ERP Application landscape on Subscription basis. Bidder will be selected through a bid tendering process. Detailed scope of work and other terms and conditions are mentioned in the following sections.
- iii. The scope of the project includes designing, implementing & maintenance of cloud in the primary data center (DC) site for hosting SAP ERP applications as per the SAP landscape given in this document.
- iv. The expected outcome from this project is to deploy and manage SAP Infrastructure given in this document.
- v. The tasks associated with this project are broadly classified into five categories
 - i. Designing & Implementation of hosting plan – DC
 - ii. Project management – DC
 - iii. Provisioning of VMs on Dedicated HEC Private Cloud – DC
 - iv. Post-implementation support– DC
- vi. Bidder needs to submit details like Architecture diagram, VM sizing, Security solution; Storage sizing with IOPS delivered, Project Plan, Approach & Methodology for deployment on Data Center and Post implementation support methodology for 5 years.
- vii. **TIME FOR COMPLETION:**

The Bidder should set up desired cloud infrastructure and deploy all the functionality provided in this tender document **within 60 days** from the date of work contract.
- viii. **TERMINATION:**
 - ALIMCO reserves right to cancel the agreement / contract with 30 days' notice in case of unsatisfactory performance in services or otherwise. In this regard ALIMCO's decision shall be final and binding. The contract may be renewed / extended with mutual consent of both the parties. This however, does not construe that ALIMCO shall be bound to renew or extend the same after the expiry of the initial term of the contract.
 - In case of such termination and penal actions, ALIMCO shall reserve the right to seek penalty to cover the cost of damages including the cost of implementation and opportunity loss due to time spent on implementation along with forfeit of EMD, Security Deposit, PBG etc.
 - The technical proposal from the bidder to include the mechanism of data handover to ALIMCO (in case of termination of contract).
 - No data to be deleted without prior approval from ALIMCO in case of early termination of the contract.
- ix. **WARRANTY/ SERVICES:**

5 Years' Technical Support for Cloud Services including all the components hosted on the server. During the Contract period, the response time shall be 24 hrs. x 7 days' basis.

x. CONFIDENTIALITY:

The selected vendor shall not directly or indirectly divulge/disclose/circulate /deliver/copy in any manner whatsoever to any person/s, any information/documents/papers/or in any other form which may come to you relating to, during or even after the performance of this contract, in any way or be communicated to you or made available or accessible to you by your men, agents, principals and you are required to maintain utmost confidentiality with regard to any information which is obtained through each other or developed or obtained by each other in performance of obligations under this contract or if the said information is considered by us to be confidential, secret or proprietary including, but not limited to information concerning know-how, pricing, technology etc. In case the OEM/ CSP want to use ALIMCO Logo for any references this should be discussed & approvals should be sought before.

xi. FORCE MAJEURE:

Neither ALIMCO nor the selected vendor shall be liable to meet contractual obligations under this Agreement for delays due to operation of any force majeure condition or event. Force Majeure shall mean unforeseeable circumstances beyond the reasonable control of a party such as any Act of God, Strike, War or war like conditions, pandemics, mobilizations, riots, sabotage, terrorism, acquisition or embargo or restriction by Government or any authority or actions, omissions, or interventions of public authorities (including but not limited to changes in laws regulations or import/export security restrictions).The party affected by Force Majeure shall immediately inform the other part of the occurrence of the Force Majeure within seven days In case of Force Majeure an equitable adjustment in the time schedule shall be done accordingly by the parties hereto.

xii. LIQUIDATED DAMAGES:

If the bidder fails to execute the committed SLA for HEC, 2% of Monthly Service Fees for each 0.1% below the Service Availability SLA capping of maximum of 10% (ten percent) of the contract value in a year. The value will be deducted at the time of releasing of the payment on submission of bill by the vendor.

xiii. CONFIDENTIALITY OF PROCESS:

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of the Work Order / Contract shall not be disclosed to Bidder (s) or any other persons not officially concerned with such process until the award to the successful Bidder(s). ALIMCO a central public sector Enterprise is as Public Authority under the Right to Information Act, 2005 and as such disclosure of information may be made by ALIMCO in appropriate cases.

3.4. DETAILED SCOPE OF WORK (CSP Services)

3.4.1. Solution Designing & Implementation

The Selected bidder/ SI will work in co-ordination with ERP Implementation partner selected by ALIMCO for the deployment & Rollout of SAP S/4 HANA ERP application across all its locations.

Cloud Service should be offered as a Service Model directly from the OEM, which should be available on more than one Meity Empaneled CSP's as Non-native dedicated Private Cloud which should be certified by ERP software OEM (SAP). The Service should be offered with minimum 99.7% Contractual SLA at Application level in Production Environment from ERP OEM (SAP) which should be supported by a minimum of 99.95% uptime SLA on Infra Cloud from the Meity Empaneled CSPs with below basic functionalities,

- A. **Subscription based model** – Cloud Services should be offered on services subscription which shall provide an end-to-end subscription model that includes infrastructure & associated Software, managed services, security and governance.
- B. **SAP's Reference Architecture** – To be deployed on unique SAP Reference Architecture out of the box. These reference architectures should be based on the product, hyperscale operational best practices. This shall reduce the ALIMCO efforts in the design, validation and deployment phases.
- C. **Proximity to SAP Product Development** - The access shall to the SAP product development teams shall enable the support teams to resolve the system issues faster and keep the systems up to date with product related recommendations.
- D. **Full stack SLA's** – Cloud Services shall provide industry-leading SLA's up to the application layer and not only up to the IaaS layer. Application availability should be insured irrespective of the underlying reasons for the outage
- E. **Security and Compliance** – Cloud Services shall ensure the security and governance across multiple layers of technology stack such as isolation, APP/DB/OS hardening, Secure Integration & Front Ends, Encryption, Patching, Monitoring, and Data Privacy etc. SaaS systems should be deployed in the DC's that meet various Industry and operational standards and certifications.
- F. **Infra, service inclusions** – Cloud Services shall include several infra inclusions such as backup storage, hyperscale infra support, OS, anti-virus licenses service inclusions such as system refresh, Fiori configuration and dedicated named personnel assigned such as Delivery Manager, Customer Engagement Executive, Cloud Project Lead and much more.
- G. **Governance Model** – ERP OEM shall provide following two named leads for CUSTOMER. They shall provide support and awareness, which is needed by ALIMCO to achieve the best out of Private Cloud Subscription and to keep up to date in a risk-free environment.
 - a. **Delivery Manager** -> CDM shall be Single Point of Contact, responsible for Contract Administration and Change Management; Service-Level Management and reporting; Integration with consulting/partner team, which will fulfil the implementation and/or application management services; Quality assurance for projects and changes; Escalation Management
 - b. **Technical Service Manager** -> TSM shall be responsible technical resource to fulfil technical delivery; responsible for system monitoring and – maintenance (alerts, tuning, upgrades,

installations, etc.); Coordinate the global Delivery Team regarding the 24x7 technical monitoring and operations

As part of the SAP Reference Architecture the Cloud Services should be designing and implementation methodology for Cloud Services,

- II. VM's as per SAP sizing to deliver the given SAPS
- III. High Availability solution at a different level from Network, Physical nodes, VM's & Storage, having no single point of failure.
- IV. The proposed solution should be compatible with IPv6 and a High-level architectural diagram showing different layers of solution like Network, Security, Compute, Hardware, Storage & Backup layers.
- V. The proposed solution should have an IP schema depicted at a high level with netting to secure the applications directly getting exposed to the Internet.
- VI. Bidder should propose to deploy different applications and databases in different VLANs with restricting users to directly access the database layer and storage layer.
- VII. Backup solution with different features, like snapshots of VM's, online RDBMS backup (Standalone and Clustered), File system backups incremental and full back up of all data, restoration of data in a test environment or as and when required.
- VIII. All services i.e. hardware and software deployed should be as per the **MeitY guideline, in accordance with SAP reference architecture & SAP Certified Cloud Services.**
- IX. ALIMCO reserves the right to do the Physical/ Virtual audit of provided infrastructure and Bidder is bound to disclose details of hardware and software.

3.4.2. Project Management

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

- I. Provide a test plan for testing the new setup at the data center.
- II. Provide BCP planning approach and methodology.
- III. Provide the complete technical documentation.
- IV. Vendor coordination for ALIMCO sites accessibility to DC with Bidder.

3.4.3. Core activities of SAP HANA Enterprise Cloud

- i. Infrastructure operations Management: Monitoring, Patching, Software Updates & maintenance upto the OS Level.
- ii. Operating System Management: Monitoring patching, updates and maintenance of the specific Operating System
- iii. Network and System Administration
- iv. HANA Database Platform Operation: Space Management, Revision Management, Security Management, hardware configuration Management, Backup & Recovery, Change Management coordination
- v. Health Check Services, Proactive monitoring, capacity Management
- vi. SAP technical Application Basis Operation (incl. SAP Basis): Monitoring, troubleshooting (incident management Levels 2 & 3), patch management, housekeeping, backup and recovery.
- vii. Acting as staging area for productive SAP HEC Environment during pre-productive project phase.

SLA for Availability includes the following,

- Availability of DCs, Hardware, Database and Application uptime
- 99.7% Application Availability for Production
- 95% Application Availability for Non-Production (Dev & QA)

Enhanced Managed Services (EMS) – The following Service shall be additionally covered during the deployment to Cloud & on-going operations in Cloud.

HEC Services – High Level to be deployed on Dedicated Private Cloud Model as below,

S No	Component	Details
1.1	Infrastructure	Data Center (Space, Power Cooling etc.)
1.2		Backup to Restore
1.3		Operating System Support
1.4		Solution/ Landscape Design, Deployment as per SAP Reference Architecture certified by SAP on CSP
1.5		O&M of Cloud Infra
2.1	Managed Services	Operating System
2.2		Failover Cluster (wherever applicable)
2.3		Anti-Virus
2.4		Infra Monitoring
2.5		H/w Load Balancer
2.6		WAF (Web Application Firewall)
2.7		SIEM
2.8		Network Protection (IPS/IDS)
2.9		Backup & Restore
2.10		Uncapped Support Packages Updates
2.11		Uncapped Kernel Updates
2.12		Performance Monitoring
2.13		Application Incident Management
2.14		Infra, Operating System Management & Monitoring and uncapped patching
2.15		DB Space Management, Capacity Management, Monitoring, Uncapped Patching
2.16		Regular Team Updates, Synchs & Reports for ALIMCO
2.17		Design Technical Architecture
2.18		DDoS Protection – Filtration at ISP & DC Level
2.19		Host based Security including Log Correlation & Analytics
2.20		Hardening – CIS Grade Hardening for OS Template
2.21		Vulnerability Assessment
2.22		Penetration Testing with Audit Support
2.23		Application BASIS Support Standard
3.0 Below Software which should be Included in HEC		
3.1	Operating System	
3.2	Failover Cluster (Wherever Applicable) as per requirement to meet SLA at Application uptime	
3.3	Virus Scanning Software	
3.4	Monitoring Software	
3.5	Hardware Load Software	

3.6	Web Application Firewall (WAF)
3.7	SIEM (Security Incident & Event Monitoring Services)
3.8	IPS/IDS Software
3.9	Backup Software
4.0. Resources to be included in HEC Cloud Services	
S No	Resource
4.1	Cloud Technical Architect
4.2	Cloud Technical Consultant – System Provisioning
4.3	Technical Landscape Owner – System Operation & Run
4.4	Technical Account Manager - Engagement Lead
4.5	Database Administrators
4.6	Server/ OS/ Storage Administrators
4.7	Security Administrators
4.8	Network Administrators

CONFIRMATION (Applicable for All Scope of Work)

We confirm our acceptance to the Scope of Work as given above in Section-III.

Signature and seal of the bidder:

Date:

Place:

4. SECTION-IV: TECHNICAL REQUIREMENT SPECIFICATION (TRS)

This section includes Technical Requirement Specifications (TRS).

Bidders are required to provide their responses to the Technical Requirements as per the responses defined in the following table:

SN	Bidder's Response
1	Yes - If the proposed Cloud Solution meets the requirement
2	No - If the proposed Cloud Solution does not meet the requirement
3	If the question is for Information purpose, Bidder is required to provide documentary evidence

4.1 Cloud Services Requirements

Cloud Services should be offered as a Service Model shall include the below functionality:

S No	Category	Component	Descriptions	Compliance (Y/N)
1	Cloud Model	Offered Model	Cloud Service should be offered as a Dedicated Private Cloud Service Model directly from the OEM, which should be available on more than one Meity Empaneled CSP's as Non-native delicated Private Cloud & should be certified by SAP (ERP) OEM. The Cloud Service should be offered with minimum 99.7% Contractual SLA at Application level in Production Environment which should be supported by a minimum of 99.95% uptime SLA on Infra Cloud from the Meity Empaneled CSPs.	
2		Subscription based model	Cloud Subscription Model shall provides a unique end-to-end subscription model that includes software – BYOL (ALIMCO will bring SAP Licenses), infrastructure, managed services, security and governance.	
3		Full Stack SLA	It shall provide industry-leading SLA's up to the application layer directly by OEM (SAP) and not only up to the IaaS layer. Application availability should be insured irrespective of the underlying reasons for the outage	
3	Reference Architecture	Cloud Services Reference Architecture	To be deployed on SAP's Reference Architecture out of the box. These reference architectures on the product,	

			hyperscale operational best practices. This shall reduce the efforts in the design, validation and deployment phases.																														
4		Certification from SAP	<p>SAP Certification should be provided by the bidder for HEC Services, supporting Products deployed on HEC as below:</p> <table border="1"> <thead> <tr> <th>S No</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SAP Extended Procurement</td> </tr> <tr> <td>2</td> <td>SAP Process Orchestration</td> </tr> <tr> <td>3</td> <td>SAP Single Sign-On</td> </tr> <tr> <td>4</td> <td>SAP Payroll Processing</td> </tr> <tr> <td>5</td> <td>SAP Extend Procurement, PS a Regular Industry ext.</td> </tr> <tr> <td>6</td> <td>S/4 Ent. Mgmt. Professional use</td> </tr> <tr> <td>7</td> <td>SAP S/4HANA, Developer access</td> </tr> <tr> <td>8</td> <td>SAP BPC,v f SAP BW/4HANA (plan), Prof Ed</td> </tr> <tr> <td>9</td> <td>SAP BusinessObjects Enterprise (user)</td> </tr> <tr> <td>10</td> <td>SAP BusinessObjects Enterprise (CS)</td> </tr> <tr> <td>11</td> <td>SAP HANA, RT ed Application & BW-new/subsq</td> </tr> <tr> <td>12</td> <td>SAP Core HCM Component</td> </tr> <tr> <td>13</td> <td>SAP E-Recruiting</td> </tr> <tr> <td>14</td> <td>SAP ERP, limited runtime edition</td> </tr> </tbody> </table>	S No	Description	1	SAP Extended Procurement	2	SAP Process Orchestration	3	SAP Single Sign-On	4	SAP Payroll Processing	5	SAP Extend Procurement, PS a Regular Industry ext.	6	S/4 Ent. Mgmt. Professional use	7	SAP S/4HANA, Developer access	8	SAP BPC,v f SAP BW/4HANA (plan), Prof Ed	9	SAP BusinessObjects Enterprise (user)	10	SAP BusinessObjects Enterprise (CS)	11	SAP HANA, RT ed Application & BW-new/subsq	12	SAP Core HCM Component	13	SAP E-Recruiting	14	SAP ERP, limited runtime edition
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3	SAP Single Sign-On																																
4	SAP Payroll Processing																																
5	SAP Extend Procurement, PS a Regular Industry ext.																																
6	S/4 Ent. Mgmt. Professional use																																
7	SAP S/4HANA, Developer access																																
8	SAP BPC,v f SAP BW/4HANA (plan), Prof Ed																																
9	SAP BusinessObjects Enterprise (user)																																
10	SAP BusinessObjects Enterprise (CS)																																
11	SAP HANA, RT ed Application & BW-new/subsq																																
12	SAP Core HCM Component																																
13	SAP E-Recruiting																																
14	SAP ERP, limited runtime edition																																
5		Proximity to OEM Product Development	The access shall to the OEM's product development teams shall enable the support teams to resolve the system issues faster and keep the systems up to date with product related recommendations.																														
6	Security and Compliance	Security and Compliance	Security shall ensure the security and governance across multiple layers of technology stack such as isolation, APP/DB/OS hardening, Secure Integration & Front Ends, Encryption, Patching, Monitoring, and Data Privacy etc. SaaS systems should be deployed in the DC's that meet various Industry and operational standards and certifications. ALIMCO do not have to spend time and efforts as they get the best-in-class security aspects baked																														

			into the offering from day 1 of the operations.	
7	Infra Inclusions	Infra Service Inclusions	Services Shall include several infra inclusions such as backup storage, hyperscaler infra support, OS, anti-virus licenses. service inclusions such as system refresh, Fiori configuration and dedicated named personnel assigned such as Cloud Client Delivery Manager, Customer Engagement Executive, Cloud Project Lead etc. from OEM.	
8	Governance Model	Governance Model to be directly from OEM	Services shall include SAP's (OEM) named leads for CUSTOMER. They shall provide support and awareness, which is needed by CUSTOMER to achieve the best out of Private Cloud Edition and to keep up to date in a risk-free environment.	
9		Client Delivery Manager	CDM shall be Single Point of Contact, responsible for Contract Administration and Change Management; Service-Level Management and reporting; Integration with consulting/partner team, which will fulfil the implementation and/or application management services; Quality assurance for projects and changes; Escalation Management	
10		Technical Service Manager	TSM shall be responsible technical resource to fulfill technical delivery; responsible for system monitoring and – maintenance (alerts, tuning, upgrades, installations, etc.); Coordinate the global Delivery Team regarding the 24x7 technical monitoring and operations.	
11	Subscription Model	License	Licenses should be Bring your Own Licenses (BYOL) by ALIMCO	
12		Support	Support should be BYOL & Technical Support Services taken by Customer to be supported by SAP.	
13		Non-OEM licenses	Licenses for OS, Antivirus, Back-up should be included as part of Cloud Offerings.	
14	IT Infrastructure	DC Setup	Should be Included	
14		DC Maintenance	Should be included	

16		Servers	Server hardware / Virtual Machines to be included	
17		Storage	Premium Disk for App & DB and Standard Disk for Back-up to be included	
18		Networking	Should include Firewall, Load Balancer, VPN Gateway, MPLS Port, Egress Traffic to be included	
19	System Management	Servers	Basic operating system installation, Installation of OS patches and security updates, Installation of antivirus software and patterns updates, Antivirus software licenses, Plan and conduct managed service, Monitor disk & Server capacity, Manage data files, file systems and disks. Included.	
20		Database	Plan and perform file system extensions for e.g. backup activities, Monitor database resource consumption to detect issues in technical operations, Update SAP HANA database software and update of DB client, HANA version upgrade, Perform database backups (regular full backups and log backups) to be included.	
21		Operating System	Create and maintain OS users and groups, Configure OS parameters, Troubleshoot operating system problems, monitor system log and file, Work with vendor to resolve operating system issues, systems, Monitoring of swap and page areas, Monitoring of memory load should be included.	
22		Virtualization	Monitoring of hardware on hypervisor level, monitoring of operating system of provided OS instances, Hypervisor licenses. Included in Cloud Offering to be included.	
23	Technical Managed Services	Technical Version Upgrade/installation	To be Included in Cloud offering.	
24		Technical Operations	System Installation, Re-Build, Client Refresh, Event detection and notification, Maintenance of SAP system profile parameters, Implement SAP Notes, Initial assessment of system performance issues, Troubleshoot SAP system performance	

			issues, SSL Certificate Handling to be included.	
25		Connectivity Service	MPLS/VPN till DC will be customer responsibility. High Bandwidth 1G WAN Ports to be provisioned.	

4.2 IT Security of OEM Certified Cloud Environments

S No	Category	Description	Compliance (Y/N)
1.	Offered Service Security Model	Cloud Services should offer several cloud delivery methods: multi-tenant cloud, single-tenant cloud, and private managed cloud as an offering. It should give a flexibility to choose a hybrid cloud, mixing computing resources in two or more distinct cloud infrastructures. In all cases, cloud portfolio should provide robust security controls based on best practices to protect confidentiality, integrity, and availability of a company's information.	
2.		Services shall should support OEM Model for IT security structures and identifies security challenges and requirements for safeguarding business applications within Organization with a focus on IT security: identity, information, and interaction. These elements should address the attack targets, as attackers try to obtain or forge identities, analyse how to interact with systems, and hunt for valuable information.	
3.		Cloud Model should leveraging standards and processes to build security into its software products from the very beginning. IT Should consider IT security from basic perspectives, which consider the building blocks for establishing IT security.	
4.	Data Security and Privacy	Cloud Services shall provide comprehensive support for data protection and privacy rights to safeguard information. This support, based on definitions of the European General Data Protection Regulation (GDPR), applies to all SAP ERP Modules and functions. The software shall also carefully limit data access to help protect intellectual property. Data processing agreements for cloud services shall be available on OEM Portal. These agreements shall be an integral part of any cloud Services agreement. They shall state the technical and organizational measures used to protect personal data stored in production systems of cloud services.	
5.	Security and Compliance Enforcement	Cloud Services Shall incorporates strict security and compliance policies from the time a SAP ERP product is developed until it is operational. Regular monitoring procedures shall help customer immediately identify deviations from their requirements and trigger response measures to help ensure compliance. A technical validation	

		or implementation audit shall further enforces and verifies proper implementation of these requirements.	
6.	Physical Security of Data Centres	ERP OEM Shall operates & partners with local leaders in colocation hosting centers to provide secure, environmentally controlled facilities that offer an integrated security management system so as the delivered Cloud Services shall be available from more than one CSP in India. On-site security measures include electronic photo-ID badging, cardholder access control, biometrics, recorded digital video surveillance, and alarm monitoring. OEM's Certified CSP's data centers comply with the latest telecommunications industry standards, such as ANSI/TIA/EIA-942 Tier III or higher.	
7.	Cloud System Operations	<p>ERP OEM Certified Cloud Services shall set strict business and security rules to control access to information-processing facilities and business processes.</p> <p>They should ensure secure and stable IT operations that comply with industry standards and technology best practices, Cloud Services shall apply key security measures across all layers and assets and provides process-integrated internal controls. The effectiveness of those security measures and internal controls is documented by international and country-specific certifications and attestations such as ISO 27001, ISAE 3402, and SSAE 16.</p> <p>The Service Shall also include tools to reduce potential exploitation of technical vulnerabilities. ALIMCO shall use operator and fault logs to help identify system problems. System-monitoring tools shall help check the effectiveness of controls and verify conformity to information-security policies and standards embedded within SAP. In addition it should use industry-leading security partners to conduct regular penetration tests on cloud-based production environments multiple times each year.</p>	
8.	Regulatory Compliance and Certification	Cloud Services should have developed and implemented an integrated framework based on several Industry/ international standards. It should provide a consistent, secure service that meets customer and applicable regulatory requirements addressing client satisfaction and continuous, as well as secure operation of their services, through the effective application of the framework, which	

	<p>includes continuous improvement and the prevents nonconformity. All deployed ERP products and services are certified against ISO/BS standards are annually audited by our certification body.</p> <p>All certificates and attestations are available on their Compliance Portal including,</p> <ul style="list-style-type: none"> • ISO/BS certificates • Service Organization Control (SOC) reports • Payment Card Industry Data Security Standard (PCI DSS) attestations • Cloud Computing Compliance Controls Catalogue (C5) reports • Trusted Information Security Assessment Exchange (TISAX) assessments • Federal Service for Technical and Export Control (FSTEC) certificates • Cloud Security Alliance (CSA) certificate 	
9.	<p>Offering Service shall follow multi-tiered approach implemented at Cloud – which separates operating system, database, and application & helps organizations balance control and ease of use. Changes made to the cloud environment are logged, along with the users who made them, and are approved and verified through a centralized online application. This multi-tiered approach shall be possible to make modular updates and enhancements to CSP’s cloud solutions several times a year. A database shall be upgraded without changing a related application, for example, and the application can be upgraded without changing the database. CSP’s Services Shall constantly reviews, updates, and publishes our cloud-certification road map which should be in accordance with the road map of Industry/ Customer, and the internal attestation and certification team add certifications and attestations based</p>	

		on actual business cases from time-to-time basis	
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4.3 BACKUP AND COMPUTING ENVIRONMENT INCIDENT REACTION TIME

S No	Description	Computing Environment	Service Levels	Compliance (Y/N)
1	Backup Frequency and retention period for Databases	PRD	Backup Frequency and retention period for Databases PRD Daily full backup and log file backup per SAP Product. 30 days' retention time. Backup of the PRD will be replicated to an alternate data center or location.	
2		NON-PRD	Weekly full backup and log file backup per SAP Product 14 days' retention time. Backup of the NON-PRD will be replicated to an alternate data center or location.	
3	Long Term Backup (The retention periods for Long Term Backup will end at the earlier of the retention time set forth	PRD and/or NON-PRD	Monthly full back up – 6 Months retention time Monthly full back up – 1 year retention time Quarterly full back up – 1 year retention time Yearly	

	herein or the end of SaaS Cloud Service subscription term.)		full back up – up to 5 years retention time	
4	Backup Frequency and retention period for File systems	PRD	Monthly full backup and daily incremental. Two Months retention time. Backup of the PRD will be replicated to an alternate data center or location.	
5		NON-PRD	Monthly full backup and daily incremental. Two Months retention time. Backup of the NON-PRD will be replicated to an alternate data center or location.	
6	Incident Reaction Time for Incident Management	<p>Incident Priority Very High</p> <p>An Incident should be categorized with the priority "Very High" if the incident reported has very serious consequences for normal business processes or IT processes related to core business processes, and urgent work cannot be performed. This is generally caused by the following circumstances:</p> <p>PRD system is completely down. The imminent go-live or upgrade is jeopardized. The core business processes are seriously affected. A work around is not available.</p> <p>The Incident requires immediate processing because the malfunction may cause serious losses.</p>	20 minutes (7x24) and (i) resolution or (ii) workaround or (iii) action plan within 4hrs for PRD	
7		<p>Incident Priority High</p> <p>An Incident should be categorized with the priority "High" if normal business</p>	<p>2 hours (7x24) for PRD</p> <p>4 hours [Local Time on Business Days] for NON-PRD</p>	

		processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the Computing Environment that are required immediately. The Incident is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.		
8		<p>Incident Priority Medium</p> <p>An Incident should be categorized with the priority "Medium" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the Computing Environment. A message should be categorized with the priority "Medium" if normal business transactions are affected.</p>	4 hours [Local Time on Business Days] for PRD and NON- PRD	
9		<p>Incident Priority Low</p> <p>An Incident should be categorized with the priority "Low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the Computing Environment that are not required daily, or are rarely used.</p>	1 Business Day for PRD and NON-PRD	

4.4 Service Level Reporting

Bidder shall track and report to Customer the Service Levels set forth herein in a monthly summary report as per below parameters.

S No	Parameter	
1	In the event that one or more of the Service Levels set forth herein are not met, Customer may notify the assigned account manager and request to analyses the Service Level metric statistics based on the monthly summary report provided by Cloud Services OEM	
2	Cloud Servies OEM Shall, determine the root cause or possible root cause of the failure (if known) to meet the Service Level;	

	and Unless failure is excused, develop a corrective action plan, and submit such plan to Customer for written approval (which will not be unreasonably withheld or delayed) and, following Customer’s written approval implement the plan in a reasonable period of time (and in accordance with any agreed timescales).					
3	For Cloud Services, Customers may request specific tasks related to the Computing Environment via the Service Request. To the extent Service Requests are distinct from an Incident, OEM will address Service Requests during the following hours of operations:					
	<table border="1"> <tr> <td>PRD</td> <td>24x7x365 days with an Exception of Accepted Planned Downtime</td> </tr> <tr> <td>NON-PRD</td> <td>24x5 (Business Days) subject to Excluded Downtime</td> </tr> </table>	PRD	24x7x365 days with an Exception of Accepted Planned Downtime	NON-PRD	24x5 (Business Days) subject to Excluded Downtime	
PRD	24x7x365 days with an Exception of Accepted Planned Downtime					
NON-PRD	24x5 (Business Days) subject to Excluded Downtime					

IMPORTANT NOTICE (Applicable for All Technical Specifications)

1. In case the e-Bid of any bidder is accepted and it is found at later stage that the specifications of any item does not match with the ‘Technical Specification’ given in this Tender document, the Tendering Authority may ask for the product of his choice. If the bidder/supplier does not agree to it, the Tendering Authority shall cancel the bid/contract/order of particular item and the EMD/ Security amount deposited in any form to the Tendering Authority by the bidder/supplier may be forfeited.
2. The bidder may quote higher configuration available at present but no weightage will be given.

Signature and seal of the bidder:

Date:

Place:

5. SECTION-V: SERVICE LEVEL AGREEMENTS (SLA)&PENALTIES

SERVICE LEVEL AGREEMENT FOR CLOUD for deployment of SAP Application as per SOW.

This Service Level Agreement for Bidder sets forth the applicable Service Levels for Private Cloud Services, to be delivered to ALIMCO

5.1. DEFINITIONS

Capitalized terms used in this document but not defined herein are defined in the Agreement.

- 5.1.1. **“Agreed Downtime”** means any downtime requested by CSP/ Bidder or Customer and mutually agreed by the parties.
- 5.1.2. **“Business Day”** means any days from Monday to Saturday with the exception of the public holidays observed at Customer’s primary access location designated in the Order Form.
- 5.1.3. **“Computing Environment”** means the data centre facilities, servers, networking equipment, operating systems, and data storage mechanisms selected and used by CSP/ Bidder to provide the Cloud Service for the Customer, and includes the production Computing Environment (“PRD”), and any other Computing Environment used for non-production purposes (“NON-PRD”), as agreed in the Contract
- 5.1.4. for Server Provisioning (IaaS Basic), Rs 1,00,000 in aggregate for any and all instances below the SLA.
- 5.1.5. **“Downtime”** means the Total Minutes in the Month during which the Cloud Service (or Servers for Server Provisioning) does not respond to a request.
- 5.1.6. **“Emergency Downtime”** means downtime during emergency patch deployment and emergency operating system upgrades as described in the Supplement.
- 5.1.7. **“Excluded Downtime”** means the Total Minutes in the Month attributable to: Scheduled Downtime; Agreed Downtime; Emergency Downtime; downtime caused by factors outside of CSP’s reasonable control such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised (see examples in Section 2); or downtime of a NON-PRD system caused by using the NON-PRD for failover/to repair to a PRD system.
- 5.1.8. **“Incident”** means unplanned interruptions or material reduction in service quality to the Computing Environment that is reported by Authorized Users.
- 5.1.9. **“Incident Reaction Time”** means the amount of time (e.g. in hours or minutes) between when the CSP/ Partner Support Level 1 organization is notified of the Customer-reported Incident and the first action is taken by an SAP support person, familiar with the Customer’s environment, to repair the Incident.
- 5.1.10. **“Licensed Software”** means the applications, databases, software, tools and components owned or Licensed by Customer (other than any Subscription Software) which Customer provides to CSP to be hosted in the Cloud Service.
- 5.1.11. **“Local Time”** means the time zone in Customer’s primary access location identified in the Order Form.
- 5.1.12. **“Month”** means a calendar month.
- 5.1.13. **“Monthly Service Fees”** means the monthly (or 1/12 of the annual fee) subscription fees paid for the affected Cloud Service which did not meet the SA SLA.
- 5.1.14. **“Scheduled Downtime”** means downtime scheduled at a mutually agreed time, as listed in the Contract.
- 5.1.15. **“Subscription Software”** shall (i) have the meaning set forth in its respective Subscription Software required to run the system.
- 5.1.16. **“System”** means one or more interrelated and interdependent components such as databases, servers, networks, load balancers, web dispatchers, tenants, etc. which when taken as a whole are used to operate a tier. Each combination of components used within each tier is equivalent to one System. System Availability Percentage is measured at the tier level.

- 5.1.17. **“System Availability Service Level” or “SA SLA”** means the applicable System Availability Percentage specified below during each Month for the Computing Environment (and Server for Server Provisioning, if applicable) after System handover to the ALIMCO:
- 5.1.18. 99.7% System Availability Percentage for PRD at Application Uptime unless a higher System Availability Percentage is identified in Contract.
95.5% System Availability Percentage for NON-PRD;
- 5.1.19. **“Total Minutes in the Month”** are measured 24 hours at 7 days a week during a Month.

5.2. SYSTEM AVAILABILITY

- 5.2.1. The SLA shall not apply to Licensed Software from a third party unless otherwise expressly set forth in the Contract.

5.3. BACKUP AND COMPUTING ENVIRONMENT INCIDENT REACTION TIME

(not applicable to Server Provisioning)

Description	Computing Environment	Service Levels
Backup Frequency and retention period for Databases	PRD	Daily full backup and log file backup per SAP product standard. 30 days’ retention time. Backup of the PRD will be replicated to an alternate data center or location.
	NON-PRD	Weekly full backup and log file backup per SAP product standard. 14 days’ retention time. Backup of the NON-PRD will be replicated to an alternate data center or location.
Long Term Backup*	PRD and/or NON-PRD	Monthly full back up – 6 Months retention time Monthly full back up – 1-year retention time Quarterly full back up – 1-year retention time Yearly full back up – up to 5 years retention time
Backup Frequency and retention period for File systems	PRD	Monthly full backup and daily incremental. Two Months retention time. Backup of the PRD will be replicated to an alternate data center or location.
	NON-PRD	Monthly full backup and daily incremental. Two Months retention time. Backup of the NON-PRD will be replicated to an alternate data center or location.
Incident Reaction Time for Incident Management	Incident Priority Very High	20 minutes (7x24) and (i) resolution or (ii) workaround or (iii) action plan within 2hrs for PRD
	Incident Priority High	2 hours (7x24) for PRD 4 hours [Local Time on Business Days] for NON-PRD
	Incident Priority Medium	4 hours [Local Time on Business Days] for PRD and NON-PRD

	Incident Low	Priority	1 Business Day for PRD and NON-PRD
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5.4. SERVICE LEVELS

This section is agreed to by the purchaser and Bidder as the key Bidder performance indicator for this engagement and shall be part of the contract. The following section reflects the measurements to be used to track and report systems performance regularly. The targets shown in the following tables are for the period of contract or its revision whichever is earlier.

1	Incident Reaction Time for Incident Management	<p>Incident Priority Very High</p> <p>An Incident should be categorized with the priority "Very High" if the incident reported has very serious consequences for normal business processes or IT processes related to core business processes, and urgent work cannot be performed. This is generally caused by the following circumstances:</p> <p>PRD system is completely down. The imminent go-live or upgrade is jeopardized. The core business processes are seriously affected. A work around is not available.</p> <p>The Incident requires immediate processing because the malfunction may cause serious losses.</p>	<p>20 minutes (7x24) and (i) resolution or (ii) workaround or (iii) action plan within 4hrs for PRD</p>
2		<p>Incident Priority High</p> <p>An Incident should be categorized with the priority "High" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the Computing Environment that are required immediately. The Incident is to be processed as quickly as possible because a continuing malfunction can</p>	<p>2 hours (7x24) for PRD</p> <p>4 hours [Local Time on Business Days] for NON-PRD</p>

		seriously disrupt the entire productive business flow.	
3		<p>Incident Priority Medium</p> <p>An Incident should be categorized with the priority "Medium" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the Computing Environment. A message should be categorized with the priority "Medium" if normal business transactions are affected.</p>	4 hours [Local Time on Business Days] for PRD and NON- PRD
4		<p>Incident Priority Low</p> <p>An Incident should be categorized with the priority "Low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the Computing Environment that are not required daily, or are rarely used.</p>	1 Business Day for PRD and NON-PRD

5.5. DESCRIPTION OF SERVICES PROVIDED

Bidder shall provide service as defined in SECTION IV: SCOPE OF WORK, in accordance to the definitions and conditions as defined in SECTION VII: GENERAL CONDITIONS OF CONTRACT and SECTION VIII: SPECIAL CONDITIONS OF CONTRACT.

5.6. DEFINITIONS

Following terms shall have the meanings set forth below:

- **“Availability”** shall mean the time for which the services and facilities are available for conducting desired operations using the supplied IT infrastructure/systems.

$$\text{Availability} = \text{Uptime} / (\text{Uptime} + \text{Downtime})$$

- **“Downtime”** is the time the services and facilities are not available and excludes the scheduled outages planned in advance.
- **“Incident”** refers to any event/abnormalities in the functioning of the hosted applications/ services or equipment that may lead to disruption in normal operations.
- **“Service Window”** shall mean the duration for which the facilities and services should be ensured to be available. The expected Service window for Purchaser is 24x7x365 at Data

Centre and all other Purchaser locations/offices.

- **Scheduled Down Time:** Scheduled down time means anytime when the datacentre services are unavailable because of urgent maintenance activities and any other scheduled maintenance or update activities that may or may not be periodic, and that may be notified to Purchaser at least 36hrs in advance. Urgent Maintenance activities in this regard are maintenance activities required by application or system that cannot be postponed until the next available or convenient maintenance window, and may include but not limited to restarting applications, rebooting servers, applying patches or fixes, security alert precautions, reconfiguring storage allocation, reloading data and making DNS & firewall changes to close security holes.
- **User:** A user can be any Purchaser employee or Purchaser authorized personnel.

5.7. DURATION OF SLA

This Service level agreement would be valid for the entire period of the contract. This SLA may be reviewed and revised as per mutual agreement.

5.8. CALCULATION OF SLA

System Availability Percentage for each System will be calculated and defined as follows:

$$= (\text{Total Minutes in a Month} - \text{Downtime}) * 100 / \text{Total Minutes in a Month}$$

“System Availability Service Level” or **“SA SLA”** means the applicable System Availability Percentage specified below during each Month for the Computing Environment (and Server for Server Provisioning, if applicable) after System handover to the Customer:

99.5% Application Uptime Availability Percentage for PRD

95.0% Application Uptime Availability Percentage for NON-PRD;

Total Minutes in the Month are measured 24 hours at 7 days a week during a Month.

In case of Breach of SLA or an Event, the Bidder need to submit a detailed Root Cause Analysis Report. Tentative Draft format is given as below:

ROOT CAUSE ANALYSIS REPORT		
EVENT DETAILS		
EVENT DESCRIPTION	LIST RCA TEAM MEMBERS	
<i>Describe the event and include any harm that resulted. Also identify the cause, if known.</i>		
	TEAM LEADER:	
BACKGROUND SUMMARY		
<i>Answer these questions with a brief summary - attach supporting documents if available</i>		
What was the expected sequence of events that were to take place? Attach flowchart if available.	<i>Description:</i>	
RISK REDUCTION ACTIONS TAKEN		
<i>List the actions that have already been taken to reduce the risk of a future occurrence. Note the date of implementation.</i>		
DATE	EXPLAIN ACTION TAKEN	
PREVENTION STRATEGIES		
<i>List the recommended actions planned to prevent a future occurrence of the adverse event. Begin with a rank of 1 (highest). Provide an estimated cost (if known) and any additional considerations/recommendations for implementing the strategy.</i>		
STRATEGY	ESTIMATED COST	SPECIAL CONSIDERATIONS

INCIDENTAL FINDINGS		
<i>List and explain any incidental findings that should be carefully reviewed for corrective action.</i>		
APPROVAL		
<i>After a review of this summary report, all team members should notify the team leader of either their approval or recommendations for revision. Following all revisions, the report should be signed by the team leader prior to submission.</i>		
SIGNATURE OF TEAM MEMBER:		DATE SIGNED:
Forward completed report to all Root Cause Analysis team members in addition to the following individuals:		
FULL NAME	TITLE/ORGANIZATION	EMAIL ADDRESS

5.8.1. Breach of SLA

In case the CSP does not meet the SLA parameters as defined above for three (3) continuous-time periods in a quarter, the purchaser will consider this a breach of SLA and the following actions will be taken:

1. The Purchaser will issue a show-cause notice to the CSP/ Bidder.
2. CSP should reply to the notice within 3 working days.
3. If the appropriate authority of the Purchaser is/are not satisfied with the reply, the Purchaser may initiate appropriate provisions under this contract.
4. If the bidder fails to execute the committed SLA for Cloud Services, 2% of Monthly Service Fees for each 0.1% below the Service Availability SLA capping of maximum of 10% (ten percent) of the contract value in a year. The value will be deducted at the time of releasing of the payment on submission of bill by the vendor.
5. Penalties shall not exceed 10% of the annual cost. This is applicable for DC commissioning only.
6. If the penalties exceed more than 10% of the total Annual bill, it will result in a material breach. In case of a material breach, the supplier will be given a cure period of one month to rectify the breach failing which a notice to terminate may be issued by the PURCHASER.
7. The payment shall be linked to compliance with the SLA metrics.
8. The penalty in percentage is indicated against each SLA parameter
9. The supplier will provide required reports as per the agreed date of each month or as per requirements
10. PURCHASER authority will review the performance of the supplier against the SLA parameters each month, or at any frequency defined in the contract document. The review/audit report will form the basis of any action relating to imposing a penalty or breach of contract.
11. Any such review/audit can be scheduled or unscheduled. The results will be shared with the supplier as soon as possible.
12. PURCHASER reserves the right to appoint a third-party auditor to validate the SLA.
13. The supplier should handover complete data along with backups to PURCHASER.
14. Supplier to ensure complete data handover in case of contract termination or end of the agreement period.
15. No data to be deleted without any prior written approval of PURCHASER.
16. In case of early termination of contract supplier to provide support in data migration to new Data centre.

5.8.2. EXCLUSIONS

The Bidder/ Cloud Services will be exempted from any non-adherence to SLAs under the Force majeure condition.

5.8.3. MONITORING & AUDITING

CSP (Cloud Service Provider) will provide required reports as per the agreed date of each month or as per requirements. ALIMCO authority will review the performance of CSP against the SLA parameters each month, or at any periodicity defined in the contract document. The review/ audit report will form basis of any action relating to imposing a penalty or breach of contract. Any such review/audit can be scheduled or unscheduled. The results will be shared with the CSP as soon as possible. Any change arising out of the Audit should be incorporated into the system by CSP. ALIMCO reserves the right to appoint a third-party auditor to validate the SLA.

CONFIRMATION (Applicable for All Service Level Agreements (SLA) & Penalties)

We confirm our acceptance to the Service Level Agreements (SLA) & Penalties as given above in Section-V.

Signature and seal of the bidder:

Date:

Place:

6. SECTION-VI: FINANCIAL PROPOSAL

6.1 Preamble

1. The price schedules are divided into separate schedules as follows:
 - GRAND SUMMARY OF COST for 5 years
 - Year 1 Cost
 - Year 2 Cost
 - Year 3 Cost
 - Year 4 Cost
 - Year 5 Cost
2. Bidders should note that no commercial deviation will be accepted by the Purchaser. If there are any commercial deviations proposed by the Bidder, the Purchaser may reject the bid without any further evaluation or assigning any reason.
3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the bidding documents prior to submitting their bid.
4. Bidder should provide all prices as per the prescribed format. Bidder should not leave any field blank. In case the field is not applicable; Bidder must indicate zero ("0") in all such fields.
5. All the prices (including taxes & duties) are to be entered in Indian Rupees (Rs.) only (% values are not allowed).
6. It is mandatory to provide a breakup of all taxes, duties, and levies wherever applicable and/or payable.
7. ALIMCO reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties & levies indicated.
8. ALIMCO shall take into account all taxes, duties & levies for the purpose of evaluation.
9. The Bidder needs to account for all Out-of-Pocket expenses due to travelling, boarding, lodging, and other related items.
10. **Payment on quarterly basis shall be release by ALIMCO on receipt of duly signed original invoice within period of 30 days after the completion of each quarter.**
11. **The GST amount shall be released on submission on GST monthly/ quarterly return (GSTR-duly certified by the party, further the GST amount will be released after confirmation of GST input credit through online. In case of non-matching of GST input credit, no payment of GST will be made by ALIMCO.**
12. **This tender scope is for Five (5) Years which may be extended for another five years at the same rates and terms & Conditions at the sole discretion of ALIMCO.**
13. **Bidder has to provide 24*7 supports for installing/managing/updating/upgrading the Cloud solution on their cloud without any additional cost to ALIMCO.**

THIS IS A FIXED PRICE TENDER. ANY REQUEST FOR RATE REVISION TILL CURRENCY OF ORDER/
CONTRACT SHALL NOT BE CONSIDERED.

6.2 FINANCIAL PROPOSAL SUBMISSION SHEET

To,

Subject: _____

Ref: TenderNo.XXXXXXXXXXXXXXXXXXXXXX Dated.....

Sir / Madam

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of <<bid Name>> do hereby propose to provide services as specified in the Bid Specification Number XXXXXXXXXXXXXXXX Date

1. Price and Validity
 - 1.1. All the prices mentioned in our tender are in accordance with the terms as specified in the tender document. All the prices and other terms and conditions of this tender are valid for a period of **90 days** from TC Bid Opening.
 - 1.2. We hereby confirm that our tender prices include all taxes. However, all the taxes are quoted separately under relevant sections.
 - 1.3. We declare that if there is any change in taxes and duties as per the prevalent law, we shall pay the same
2. Unit Rates: We have indicated in the relevant schedules enclosed the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to/ decrease from the scope of work under the contract.
3. Deviations: We declare that all the services shall be performed strictly in accordance with the tender documents.
4. Tender pricing: We declare that our bid prices are for the entire scope of work and contract period as specified in the bid document. These prices are attached with our bid as part of the bid. The prices quoted will remain firm during the contract period.
5. We hereby declare that our bid was made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
6. We understand that our bid is binding on us and that you are not bound to accept our bid.
7. We confirm that no deviation(s)/condition(s)/assumption(s) is/are attached here with this financial offer.

Authorized signatory on behalf of the Bidder:	
Full name:	
Address:	
Seal of the Firm:	

6.3 GRAND SUMMARY OF COST

NOTE: Please quote material and manpower/ service costs separately so that GST and other taxes are separately identifiable. GST will not be paid on the material. All figures should be in Rs. unless otherwise specified.

SN	Components	Total Amount (in figures)	Total Amount (in words)
(1)	(2)	(3)	(4)
1.	Year 1 Cost		
2.	Year 2 Cost		
3.	Year 3 Cost		
4.	Year 4 Cost		
5.	Year 5 Cost		
6.	Grand Total (1+2+3+4+5)		

6.4 TRS COMPLIANCE

Date: Bid Specification Number: Bidder Name:
--

Certificate:

We (Bidder name) confirm that:

- i. The compliance provided in and Technical Requirement Specifications of the above-mentioned bid are as per the proposed Cloud Services.
- ii. The solution approach to meet the requirements will be as per the compliance given in TRS.
- iii. All the required hardware/software are provided/proposed as part of Bidder's proposal.
- iv. If any module and/or sub-module is not supplied and found to be required during the contract period, the same will be provided by us to the Purchaser without any additional cost towards supply, implementation, training, and other related services.

Authorized signatory on behalf of the Bidder:

Full name:

Address:

Seal of the Firm:



6.5 BILL OF QUANTITY CONFIRMATION

Date:
 Bid Specification Number:
 Bidder Name:

Sl. No.	Item Description	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Total Cost	Total Cost in Words
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* Template for detailed BOQ shall be provided as separate excel sheet and rates should only be quoted in that excel sheet.

Certificate:

We..... (Bidder name) confirm that:

- i. Item/services are adequate to meet the Technical Requirement Specifications (TRS) and bid requirements of the Purchaser.
- ii. Above mentioned items/services are proposed to be provided as part of our proposal.
- iii. If any item /service is not provided and found to be required during the contract period, the same will be provided by us to the Purchaser without any additional cost towards supply, implementation, training, and other related services.

Authorized signatory on behalf of the Bidder:	
Full name:	
Address:	
Seal of the Firm:	



7. SECTION-VII: SIZING INPUTS

Below are the sizing inputs for Infra to be provided at Cloud Services by CSP

- Bidder is required to mention the Name and number of to be supplied VMs as per below sizing inputs, ensuring that those VMs are fully supported and in compliance with SAP S/4 HANA and other criteria mentioned in this document.

7.1 Sizing for DC

Amount	System Name	Service	Database	RAM (GiB)	Storage (GB)	Backup Class
					per Server	
	Production Tier					
1	S/4HANA PROD (DB server)	SAP S/4HANA On Premise	HANA as DB	512	615	Backup-1GB-Dly-1M
2	S/4HANA PROD (App server)	App.-Server for SAP S/4HANA On Premise		64	200	Backup-1GB-FS-Mly-full+Dly-incr-2M
1	Content Server PROD - (DB+APP Server)	SAP Content Server ≥ 7.53	MaxDB	32	1113	Backup-1GB-Dly-1M
1	PO PROD (DB server)	SAP Process Orchestration (AEX+BPM on Java only)	ASE	64	1113	Backup-1GB-Dly-1M
1	PO PROD (App server)	App.-Server for SAP Process Orchestration (AEX+BPM on Java only)		24	200	Backup-1GB-FS-Mly-full+Dly-incr-2M
1	BOBJ/BOE on ASE - PRD (DB Server)	SAP BusinessObjects Business Intelligence platform (BO BI)	ASE	64	1410	Backup-1GB-Dly-1M
1	BOBJ/BOE on ASE - PRD (APP Server)	Additional BI node		96	400	Backup-1GB-FS-Mly-full+Dly-incr-2M
1	SSO PROD (DB Server)	NW JAVA simple	ASE	32	590	Backup-1GB-Dly-1M
1	SSO PROD (App Server)	JAVA Application Server (simple)		32	300	Backup-1GB-FS-Mly-full+Dly-incr-2M
1	SSO PROD Addon	SSO - Addon Class 3				Backup-1GB-FS-Mly-full+Dly-incr-2M
1	SRM ABAP PROD (DB Server)	SAP Supplier Relationship Management (SRM)	ASE	64	1113	Backup-1GB-Dly-1M
1	SRM ABAP PROD (App Server)	App.-Server for SAP Supplier Relationship Management (SRM)		32	200	Backup-1GB-FS-Mly-full+Dly-incr-2M



2	Web Dispatcher - PROD	SAP Web dispatcher		16	100	Backup-1GB-FS-Mly-full+Dly-incr-2M
1	Sol Man PROD System (App ABAP/DB server)	SAP Solution Manager ABAP ≥ 7.2	ASE	64	1050	Backup-1GB-Dly-1M
1	Sol Man PROD System (App JAVA/DB server)	SAP Solution Manager Java ≥ 7.2	ASE	64	870	Backup-1GB-Dly-1M
1	TREX for Sol Man	SAP TREX		16	100	Backup-1GB-FS-Mly-full+Dly-incr-2M
2	SAP Cloud Connector - Master/Slave (PROD)	SAP Cloud Connector		8	100	Backup-1GB-FS-Mly-full+Dly-incr-2M
Quality Tier						
1	S/4HANA QAS (DB server)	SAP S/4HANA On Premise	HANA as DB	512	615	Backup-1GB-Wly-2W
1	S/4HANA QAS (App server)	App.-Server for SAP S/4HANA On Premise		64	200	Backup-1GB-FS-Mly-full+Dly-incr-2M
Development Tier						
1	S/4HANA DEV (DB server)	SAP S/4HANA On Premise	HANA as DB	256	308	Backup-1GB-Wly-2W
1	S/4HANA DEV (App server)	App.-Server for SAP S/4HANA On Premise		32	200	Backup-1GB-FS-Mly-full+Dly-incr-2M
1	Content Server PROD - (DB+APP Server)	SAP Content Server ≥ 7.53	MaxDB	32	633	Backup-1GB-Wly-2W
1	PO DEV (DB server)	SAP Process Orchestration (AEX+BPM on Java only)	ASE	32	870	Backup-1GB-Wly-2W
1	PO DEV (App server)	App.-Server for SAP Process Orchestration (AEX+BPM on Java only)		24	200	Backup-1GB-FS-Mly-full+Dly-incr-2M
1	BOBJ/BOE on ASE - DEV (DB Server)	SAP BusinessObjects Business Intelligence platform (BO BI)	ASE	32	150	Backup-1GB-Wly-2W
1	BOBJ/BOE on ASE - DEV (APP Server)	Additional BI node		32	150	Backup-1GB-FS-Mly-full+Dly-incr-2M
1	SSO DEV (DB Server)	NW JAVA simple	ASE	32	150	Backup-1GB-Wly-2W
1	SSO DEV (App Server)	JAVA Application Server (simple)		32	150	Backup-1GB-FS-Mly-full+Dly-incr-2M
1	SSO DEV Addon	SSO - Addon Class 3				Backup-1GB-FS-Mly-full+Dly-incr-2M



1	SRM ABAP DEV (DB Server)	SAP Supplier Relationship Management (SRM)	ASE	64	1320	Backup-1GB-Wly-2W
1	SRM ABAP DEV (App Server)	App.-Server for SAP Supplier Relationship Management (SRM)		24	200	Backup-1GB-FS-Mly-full+Dly-incr-2M
1	Web Dispatcher – Non PROD	SAP Web dispatcher		16	100	Backup-1GB-FS-Mly-full+Dly-incr-2M
1	SAP Cloud Connector - Standalone (Non PROD)	SAP Cloud Connector		8	100	Backup-1GB-FS-Mly-full+Dly-incr-2M

OS: Linux

Application Uptime SLA: Production – 99.7%, Quality & Development – 95%

Network Connections		
Connection 1:	WAN - VPN	1
Connection 2:	WAN MPLS 1G	1

SAP Load Balancers		
Additional services	Service	Amount Primary DC
Add. Service 1:	Load Balancer (shared)	10

For HANA database environment, recommended Linux OS by SAP and Certified Hardware to be provided. Any addition as per the SOW and Technical Documents or part of Tender Document Scope should be provided by the SI and no additional cost will be paid by the ALIMCO in this matter.



7.2 Backup Policy

	Production		Non – Production	
	Database	Operating System	Database	Operating System
Type	Online Backup	Online Backup	Online Backup	Online Backup
Frequency	Daily – Full Backup	Daily – Incremental Weekly – Differential Monthly – Full Backup	Weekly – Full Backup	Daily – Incremental Weekly – Differential Monthly – Full Backup
Retention	30 days	2 months	14 days	2 months
Log Backup	Every 10 minutes based on filling degree and age	-	Every 10 minutes based on filling degree and age	-
Alternate location	Yes	Yes	Yes	Yes

7.2.1 Average backup space required:

Year	Size (TB)
Year 1	3.0
Year 2	3.3
Year 3	3.7
Year 4	4.0
Year 5	4.5



CONFIRMATION (Applicable for All Sizing Inputs)

We confirm our acceptance to the Sizing Inputs as given above in Section-VII.

Signature and seal of the bidder:

Date:

Place:

ANNEXURE – A
PROPOSAL COVERING LETTER

(Company letter head)

[Date]

To

Artificial Limbs Manufacturing Corporation of India Limited (ALIMCO)

G.T. Road, Kanpur – 209217

Ref: Cloud Services for SAP S/4 HANA Enterprise (SAP ERP) on Turnkey basis

Dear Sir,

We, the undersigned, offer to supply the licenses of the Server solution of *<Insert the name of CSP>* to ALIMCO, as per the **Tender No. SP/OT/02/BA** and submit our Techno Commercial Proposal and the price bid for the same

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to ALIMCO are true, accurate, verifiable and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead ALIMCO as to any material fact in its bid/proposal evaluation process.

We confirm that we accept and abide by all the terms and conditions of the tender document.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the tender evaluation process or unduly favors our company in the tender evaluation process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so, for providing implementation services to ALIMCO.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in the tender

ANNEXURE – B1

(To be submitted on the Letterhead of the Bidder)

To

Artificial Limbs Manufacturing Corporation of India Limited (ALIMCO)

G.T. Road, Kanpur – 209217

Dear Sir,

We confirm that **our company is not blacklisted** in any manner whatsoever by Government of India or any organization belonging to Government of India, or any department of Government of India or any of the organizations, or public enterprises of Government of India

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours faithfully,

Authorized Signatory

Designation

Company Seal

ANNEXURE – B2

(To be submitted on the Letterhead of the CSP)

To

Artificial Limbs Manufacturing Corporation of India Limited (ALIMCO)

G.T. Road, Kanpur – 209217

Dear Sir,

We confirm that **our company is not blacklisted** in any manner whatsoever by Government of India or any organization belonging to Government of India, or any department of Government of India or any of the organizations, or public enterprises of Government of India

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours faithfully,

Authorized Signatory

Designation

Company Seal

ANNEXURE – C
COMPANY INFORMATION

(To be submitted on the Letterhead of the Bidder)

(Place) (Date)

To

Artificial Limbs Manufacturing Corporation of India Limited (ALIMCO)

G.T. Road, Kanpur – 209217

Details of the Company	
Name	
Address of the Registered Office in India	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation/registration	
Registration reference No.	
Details of registration of the company	
Date of Commencement of Business	
PAN Number	
Details of registration with appropriate authorities for service tax	
Name, Address, email, Phone nos. and Mobile Number of Contact Person	
Name, Address, email, Phone nos. and Mobile Number of Second Contact Person	
Supporting Documents Certificate of Incorporation from Registrar of Companies (ROC), MOA Copy of PAN card, copy of Registration of G S T etc.	

Authorized signatory

Designation

Company Seal

ANNEXURE – D
FINANCIAL CRITERIA

(To be submitted on the Letterhead of the Bidder)

(Place) (Date)

To

Artificial Limbs Manufacturing Corporation of India Limited (ALIMCO)
Road, Kanpur – 209217

The financial information			
	FY 2020-21	FY 2019-20	FY 2018-19
Revenue (in INR crores)			
Profit Before Tax (in INR crores)			
Net worth (in INR crores)			

Authorized signatory

Designation

Company Seal

Submit:

- i. Certificate from CA

ANNEXURE – E
BID SECURITY

(On Company's Letter Head of the bidder)

We hereby declare and accept that if we withdraw or modify our bid during the period of validity, or if we awarded the contract and we fail to sign the contract or fail to submit the performance security before the deadline in the tender document, we agree for suspension for period of **TWO years** from participating in tender of the Corporation along with forfeit of EMD, Security Deposit etc. which shall be binding on us and we shall not appeal against the same.

Dated:

Authorized Signatory:

Name: -

Designation: -

Seal: -

ANNEXURE - F

TENDER ACCEPTANCE LETTER

(To be given on Company's Letter Head of the Tenderer)

To,

ALIMCO, Kanpur

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) including the scope of work and payment schedule in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal

ANNEXURE - G

MANDATORY CONDITIONS TO BE SATISFIED BY ANY BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

(This annexure is to be signed and stamp and submitted/uploaded by Bidder along with the bid)

A. The tender shall be governed by the following terms and conditions:

I. 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 as specified in Order (Public Procurement No.1) F.No.6/18/2019-PPD Dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division and as amended from time to time. Such registration should be valid at the time of submission and acceptance of bids.

II. "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 hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "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 a 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

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. 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

a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

b) "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 shareholder's agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting 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;

3. 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 or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. 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;

In case of a trust, the identification of beneficial owner(s) shall include

5. 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.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. 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 contractor is registered with the Competent Authority.

VII. Certificate regarding compliance: A certificate shall be provided by bidders in the tender documents regarding their compliance with these clauses. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

VIII. Validity of registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

B. Not with standing above, the terms and conditions mentioned above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in developing projects.

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Dated:

Authorized Signatory:

Name: -

Designation: -

Seal:-

Annexure - H

BIDDING FORMS CHECK-LIST

SN	Bidding Forms	Whether submitted or not (Yes / No)	Page No.
1.	Scan copy of e-receipt against EMD of Rs. 5.00 lakh . Exemption to submit Earnest Money Deposit (EMD) on submission of valid Udyog Aadhar Memorandum (UAM) against Tender for the items/ nature of business/ type of services specified therein in the UAM.		
BIDDER'S ELIGIBILITY CRITERIA			
2.	Company Profile		
3.	Company Financials & Profile		
4.	Positive Net worth		
5.	Bidder Authorization		
6.	Non-Blacklisting		
7.	Company Standing as per Annexure-B1		
8.	Bidder Experience		
9.	Bidder capability on offered OEM Services		
CSP'S ELIGIBILITY CRITERIA			
10.	Company Profile		
11.	MeitY Empanelment.		
12.	CSP Should be ISO 9001, 27001, 27017, 27018, and 27701:2019 certified.		
13.	Application Level SLA		
14.	Payment Card Industry Data Security Standards (PCIDSS)		
15.	Data Centre Facility – Tier III Standards		
16.	CSP's Past Experience on HEC with SAP <ul style="list-style-type: none"> • Self-Certifications by CSP 		
17.	CSP's Years of Operations in India DC		
18.	SOC Certification		
19.	CSP Non-Backlisting: Self-Declaration from CSP as per Annexure-B2.		
20.	SAP Certificate for Supporting HEC Services of CSP with Deployed SAP Products		

	deployed at ALIMCO		
OTHER MANDATORY DOCUMENTS			
21.	Duly filled tender documents with proper seal and signature of authorized person on each page of the Tender document(s)		
22.	ANNEXURE – A (Proposal Covering Letter)		
23.	ANNEXURE – C (Company Information)		
24.	ANNEXURE – D (Financial Criteria)		
25.	ANNEXURE – E (Bid Security)		
26.	ANNEXURE – F (Tender Acceptance Letter)		
27.	ANNEXURE – G (Mandatory conditions to be satisfied by any bidder from a country which shares a land border with India.)		
TECHNICAL REQUIREMENT SPECIFICATION (TRS)			
28.	TRS compliance		

CONFIRMATION

(Applicable for the whole tender document & to be submitted on Company’s letter head)

We confirm that we have read this whole document and understand all of the requirement as mentioned in this document. We have submitted all the required document as given in Annexure – H : BIDDING FORMS CHECK-LIST also other records required as documentary support & we accept all the terms & conditions and payment terms mentioned in this tender document(s) and subsequent corrigendum.

We also confirm that **HEC Services** shall be provided with the mentioned specification, certified & OEM Commitment on Contractual Level Application Uptime SLA from SAP of minimum 99.7% in Production.

Signature and seal of the bidder:

Date:

Place: