Bid Corrigendum

GEM/2025/B/6931102-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer uploaded ATC document Click here to view the file.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase

Preference sections of the bid, unless otherwise allowed by GeM GTC.

17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

This Bid is also governed by the General Terms and Conditions

Clarification sought by the bidders for Gem bid No.GEM/2025/B/6931102 dated 25.11.2025 on the subject availing cloud services for the website of abmp.gov.in and response of the

Sr. No.	Pg.no	Section	RFP Requirement Description	Clarification Required / Query	Response of ABMP
1	3	2. Scope of Work	The CSP shall be responsible for establishing connectivity between ABMP premises to cloud DC and DR sites. The DC and DR sites shall be in different seismic zone within jurisdiction of India	Kindly confirm the required Internet bandwidth (in Mbps), e.g., 10 Mbps / 20 Mbps	The Internet Bandwidth requirement is assessed at 20 Mbps.
				Kindly confirm whether this connectivity is required only for migration or this will be provision for entire contract period.	The connectivity to DC and DR is required initially for hosting the entire Website on GCC platform. Subsequent to hosting the Website in the GCC, the connectivity for DC and DR is required on the need basis during the entire contract period for updation, modification based on the functional requirement of ABMP and to comply with the Government guidelines/ Security Audits etc.
2	3	2. Scope of Work	The CSP shall provide necessary training to ABMP IT team on management of cloud Virtual Machines (VMs).	Kindly confirm how many ABMP IT team members are required to be trained on cloud VM management	Approximately 4 IT personnel.
				Kindly confirm the preferred mode of training (virtual/online or offline/in-person)	Online
				If Offline: kindly confirm the training location and complete address.	NA
3	5	section F	The Cloud service provider (CSP) should provide Cloud Security Posture Management (CSPM)/Cloud Detection and Response (CDR)/ Vulnerability Management, Detection, and Response (VMDR) as	As per Section F, CSPM, CDR, and VMDR services are required, but these are not reflected in the BOQ; please confirm whether these should be included in our bid pricing	**Annexure V** - **Financial bid** of Gem Bid document amongst others items covers the point raised by the bidder at Sr no 14-Antimalware , 15-Vulnerbility Scanning, 16- Next Generation Firewall and 17-WAF.
4	19	A. Production Site	Email Gateway and SMS Gateway	Could you confirm the expected email and SMS traffic volumes on a monthly and yearly basis for the proposed gateways?	200-300 emails per month
5			DR Site	Kindly confirm no. of DR Drills required.(e.g.. 2 Drills yearly)	1 in a year
				Kindly confirm peak hours and daily log/Flat files size that need the replicated (For E.g.. 2 GB Daily)	9 am to 7 pm will be the peak hours. Daily log/file size will be replicated approx. 2 GB.
				Kindly provide the required replication bandwidth between DC and DR.	20 Mbps
				Kindly confirm expected RPO? (For e.g.. 30 Mins)	Refer sr 3 and 4 in the Table under Clause 2.7 at of the Gem Bid Document.
				Kindly confirm expected RTO? (For e.g.. 2 Hours)	
6			Database	Kindly confirm the database edition and version for MySQL Database.	Refer Table B. Database Server under clause 2.3 of Gem Bid Document.
7			Vulnerability Scanning	Kindly confirm the expected frequency of the VAPT audit(e.g. twice a year).	Frequency of the VAPT audit is once in the year
8	3	1	CSP (Cloud Service Provider) shall host the website of ABMP on GCC (Government Community Cloud) cloud.	The Bidder will provide only the infrastructure. The customer will be responsible for hosting the website on the server.	Yes

9	3	2	The service provider shall study the existing infrastructure and develop, prepare, and provide a Cloud Solution Implementation Plan including migration for the same.	If Bidder may migrate the data this will be additional Cost.	The website migration will be managed by ABMP. However, the necessary support/assistant during complete migration will be provided by CSP with no additional cost
10	3	5	Availability of server logs/ records for audits	We can store the logs; however, log services are not mentioned in the BOQ. This can be added under SIEM in the commercial proposal.	As per OM No.F.NO. 3(26)/2024-EG-II dated 27.11.2024 received from MeiTy , the Meity empanelled CSP sis mandated to provide logs of 180 days. Further, Audit done by STQC also checks logs during the annual surveillance audit. Therefore selected CPS's should provide logs for 180 days.
11	3	7	The Service Provider holds the responsibility of integration of any existing or newly introduced modernization initiative including security into the existing cloud infrastructure at no additional cost	Any additional security services or components requested beyond the proposal will need to be additionally opted by the customer.	Para 2.1(7) of the Gem bid document is with reference to infrastructure provided by the CSP for cloud services. The security of the infrastructure provided by CSP is the responsibility of CSP.
12	3	14	The CSP shall be responsible for establishing connectivity between ABMP premises to cloud DC and DR sites. The DC and DR sites shall be in different seismic zone within jurisdiction of India.	If the customer provides MPLS or P2P link, we can terminate the link on our VMs. However, the customer must establish the connectivity from their premises.	The CSP to provide complete assistance to access DC and DR by Client- to-site VPN to the department. Refer para 2.3(D) of the GeM bid document.
13	3	15	The CSP shall be responsible for deployment of New Applications on cloud, security administration, planning and implementation of cloud management and monitoring portals for complete infrastructure and services procured	Bidder may not deploy the application. Application deployment will be the customer's responsibility.	Yes
14	21	9,10	SMS Gateway & Email Gateway	This will be in the customer's scope.	Yes
15	Page no. 3 - EMD			In page no. 3 EMD bank account mentioned as SBI but in the page no.18 you have Indian overseas bank. Can you please confirm which we need to consider for EMD as we found only Indian overseas bank account details.	**As per para 9.1.(a) of the GeM bid document the name of the bank for depositing EMD is Indian Overseas Bank. Further, the name of the account is changed from Tariff Authority for Major Ports to "Adjudicatory Board for Major Ports". The bank details provided in the para 9.1(a) of Gem bid document for submission of EMD is updated as follows:** *Account Number : 001401000008048* *Name of Account : Adjudicatory Board for Major Ports* *Name of Bank and Branch : Indian Overseas Bank, Fort Branch.* **IFSC Code- IOBA0000014.**
16	Page no. 9 – GCC			As we have GCC in our single location (Vijayawada) and in Mumbai we can have Meity empanelled environment. Can you please provide exemption on the same?	Clause 2.1(14) of Gem bid document to be complied.

17	Section 2.1 – Scope of Work, Point No. 2- (Page 10)	-	It was confirmed during the bid meeting that the current application is in the development environment and that it will be a fresh new setup. With respect to the migration, the existing data needs to be copied from the development setup to the new cloud service provider. Please confirm if this understanding is correct.	The current application is to be migrated to the Cloud Service Provider (CSP) infrastructure with lift and shift approach. It need not be a fresh setup. Further, the existing data needs to be copied from the development setup to the new cloud service provider
18	Section 2.1 – Scope of Work, Point No. 5- (Page 10)	-	Kindly specify the log retention period that needs to be maintained for server logs.	As clarified at Sr no 9 above .
19	Section 2.1 – Scope of Work, Point No. 7- (Page 10)	-	Standard integrations will be supported at no additional cost, while any advanced or tool-based integrations can be taken up under separate commercials. Please specify if you are looking for any specific integration or security requirement.	Noted, The CSP to comply with the Scope of Work.
20	Section 2.1 – Scope of Work, Point No. 13- (Page 10) and Section 2.7 – SLA (Page 15)	-	Two different up time have been mentioned: 99.5% on Page 10 and 99.95% SLA on Page 15 Kindly confirm which SLA should be considered	**99.95%** mentioned at Clause 2.7 of the GeM bid document may please be read as "**99.5%**".
21	Section 2.1 – Scope of Work, Point No. 14 (Page 10)	-	(i) It is mentioned that connectivity must be established between the ABMP premises and the Cloud DC/DR sites. Kindly clarify whether this should be provisioned through Client-to-Site VPN (RAVPN) as stated in Section 2.3 Infrastructure Requirements, Point D: Network Services (Page 12), or if you require another method such as Site-to-Site VPN, MPLS, or a dedicated link. (ii) We also noticed that this connectivity requirement is not included in the Financial Bid Format (Page 28). Please confirm if it should be added so we can include the necessary components and pricing.	(i) Client-to-Site VPN to be provided as per Para 2.3 of GeM bid document. (ii) Deployment of this component will fall under Sr.No.D i.e. "One Time Implementation/ Migration Charges" in Annex-V -Format for financial bid in the Gem bid document.
22	Section 2.1 – Scope of Work, Point No. 15 (Page 10)	-	We will support infrastructure as per the BOM mentioned in the RFP which includes security administration, planning and implementation of cloud management and monitoring portals. Application need to deployed by the application team. Kindly confirm	The application will be managed by ABMP.

23	Section 2.1 – Scope of Work, Point No. 16 (Page 10)	-	Please specify the expected restoration time required for your operations. Note: Actual restoration time may vary depending on data size and backup volume	As per the timelines mentioned at Clause 2.7 at sr 3 and 4 of Gem Bid Document.Depending on the size and volume and complexity of data requested to restore, the Competent Authority may relax the timelines mentioned at clause 2.7 on case to case basis.
24	Section 2.3 – Infrastructure Requirements (Page 11)	-	Are these application servers and Database configured in High Availability (HA)? If yes, please confirm whether they are operating in an Active-Active cluster or an Active-Passive cluster	Active -Passive
25	Annexure – V–Format for Financial Bid – A. Production Site S.NO 9 and S.NO 10 (page no 28) & B. Disaster Recovery Site S.NO 9 and S.NO 10(page no 28)	-	In Section 2 – Scope of Work, Sub-section 2.2 (Basic Details of Website), Point No. 7 (Page 11), it is mentioned that the Email Gateway and SMS services are currently taken from C-DAC and CISCO Webex. Please confirm whether these existing services will continue, or if the CSP should propose and provide new Email and SMS Gateway solutions.	The email Gateway and SMS services taken from C-DAC and CISCO Webex is expected continue.
26	Annexure – V–Format for Financial Bid – A. Production Site S.NO 11 (page no 28) & B. Disaster Recovery Site S.NO 11	-	You have mentioned Virtual Machine, but no Operating System (OS) details are provided. Please provide the exact Operating System (OS) details, including the OS edition, version.	Bastion- (Ubuntu)
27	Annexure – V–Format for Financial Bid – A. Production Site S.NO 17 (page no 29) & B. Disaster Recovery Site S.NO 17 (page no 30)	-	As discussed in the bid meeting yesterday, you confirmed that only one primary domain needs to be configured under the WAF. Please reconfirm once. Additionally, we would like to inform you that since the DR site becomes active only during a DC failure, the WAF will function as a single redirection point for DNS traffic across both DC and DR.	Yes, only single primary domain needs to be configured i.e.abmp.gov.in
28	Annexure – V–Format for Financial Bid –B. Disaster Recovery Site S.NO 14 (page no 30)	-	As both DC and DR are planned, we observed that backup is also requested for DR VMs. Since DR VMs already serve as replication targets, separate DR backups are usually not required. Please confirm if DR VM backup is still needed.	Whenever DR is made live . The Backup services should be functional.

29	Sr No 17 Scope of Work		At sr no 17 under SOW Backup retention period is mentioned as 30 days but backup policy is not mentioned i.e. backup to be done on daily, monthly, quarterly basis etc.	Backup of data to be taken daily on incremental basis.
30	Sr No 4 - Timelines		Sr No 4 under Timelines Account setup, cloud, security services, user roles & permissions etc.), compute services, storage services and network connectivity only given 15 days , you are requested to modify it to 30 days	The timeline shall be as mentioned in the tender document. The ABMP may consider to extend the timelines for justifiable reasons provided by CSPs.
31	Infrastructure Requirement		Database MySQL used is that is open source or Licence version	Database MySQL used is open source software

Note

In view of change in the Account name form Tariff Authority form Major Ports to "**Adjudicatory Board for Major Ports**" in the Indian Overseas Bank, all the bidders take note of the updated Bank details for depositing EMD me at para 9.1.(a) of the Gem bid document , which shall be as follows:

Account Number : 001401000008048
Name of Account : Adjudicatory Board for Major Ports
Name of Bank and Branch : Indian Overseas Bank, Fort Branch.
IFSC Code- IOBA0000014.

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-12-2025 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	16-12-2025 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Ports, Shipping And Waterways
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Tariff Authority For Major Ports (tamp)
कार्यालय का नाम/Office Name	Mumbai
वस्तु श्रेणी /Item Category	Custom Bid for Services - CLOUD HOSTING AND MAINTENANCE SERVICES UNDER GOVERNMENT COMMUNITY CLOUD DEPLOYMENT MODEL FOR WEBSITE OF ABMP
समान श्रेणी/Similar Category	• Cloud Based Notification Service (Meity Empaneled Only)
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	100 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No

बिड विवरण/**Bid Details**

विक्रेता से मांगे गए दस्तावेज़/**Document required from seller**	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/**Do you want to show documents uploaded by bidders to all bidders participated in bid?**	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	2
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	No
बिड का प्रकार/**Type of Bid**	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	2 Days
अनुमानित बिड मूल्य /**Estimated Bid Value**	3000000
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / **Financial Document Indicating Price Breakup Required**	Yes
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	No

ईएमडी विवरण/**EMD Detail**

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	150000

ईपीबीजी विवरण /**ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :
SECTION OFFICER
Adjudicatory Board for Major Ports 4th Floor, Bhandar Bhavan, M.P. Road, Mazgaon, Mumbai-400010.
(Sujata Pralhad Gaikwad)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order

quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

GEM Availability Report (GAR):1764070309.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1764070316.pdf

Introduction about the project /services being proposed for procurement using custom bid functionality:1764070760.pdf

Instruction To Bidder:1764070765.pdf

Scope of Work:1764070773.pdf

Payment Terms:1764070779.pdf

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
02-12-2025 15:00:00	Adjudicatory Board for Major Ports 4th Floor, Bhandar Bhavan, M.P. Road, Mazgaon, Mumbai-400010. Phone: 022-23792013

Custom Bid For Services - CLOUD HOSTING AND MAINTENANCE SERVICES UNDER GOVERNMENT COMMUNITY CLOUD DEPLOYMENT MODEL FOR WEBSITE OF ABMP (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	CLOUD HOSTING AND MAINTENANCE SERVICES UNDER GOVERNMENT COMMUNITY CLOUD DEPLOYMENT MODEL FOR WEBSITE OF ABMP

विवरण/ Specification	मूल्य/ Values
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Sujata Pralhad Gaikwad	400010,TARIFF AUTHORITY FOR MAJOR PORTS 4TH FLOOR, BHANDAR BHAVAN, M.P.ROAD, MAZGAON, MUMBAI 400010	1	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.

2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.

4. Creating BoQ bid for single item.

5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.

6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.

7. Floating / creation of work contracts as Custom Bids in Services.

8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)

9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.

11. Creating bid for items from irrelevant categories.

12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.

13. Reference of conditions published on any external site or reference to external documents/clauses.

14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.

17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditons stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

महापत्तन न्यायनिर्णायिक बोर्ड
Adjudicatory Board for Major Ports
Ministry of Ports, Shipping and Waterways, Government of India

**BHANDAR BHAVAN, 4ᵀᴴ FLOOR, MUZAWAR PAKHADI ROAD
MAZGAON, MUMBAI-400010**

BID DOCUMENT FROM MEITY EMPANELLED CLOUD SERVICE PROVIDER FOR CLOUD HOSTING AND MAINTENANCE SERVICES UNDER GOVERNMENT COMMUNITY CLOUD (GCC) DEPLOYMENT MODEL FOR WEBSITE OF ABMP.GOV.IN THROUGH GEM PORTAL.

Issued By
Adjudicatory Board for Major Ports(ABMP), Mumbai
(Custom Bid GeM)

Website
https://www.tariffauthority.gov.in
https://www.eprocure.gov.in
https://gem.gov.in
https ://ambud.meity.gov.in

Tender Inviting Authority
Deputy Director
Adjudicatory Board for Major Ports
4th Floor, Bhandar Bhavan, M.P. Road,
Mazgaon, Mumbai-400010.
Phone: 022-23792013
Email: ad-it@tariffauthority.gov.in

1. Introduction Adjudicatory Board for Major Ports and objective of the bid

The Adjudicatory Board for Major Ports (ABMP) has been constituted by the Central Government in pursuance of sub-sections (1) and (2) of Section 54 and Section 55 of the Major Port Authorities (MPA) Act, 2021 on 13th August, 2025, consisting of a Presiding Officer and two Members. The mandate of the ABMP is to discharge the functions listed under Section 58 (1) of the MPA Act i.e. to adjudicate any disputes / differences or claims relating to Major Ports and PPP concessionaires or Captive users within the framework of Concession Agreement, to appraise, review the stressed PPP projects and to suggest measures for revival, to look into complaints of Port Users against the services rendered by Major Ports or the Private operators, to suggest or advice on reference made by Central Government / Major Ports on port operations.

The website of the ABMP is in the final phase of Development and Hosting. In order to host the website of ABMP on Government Domain abmp.gov.in and for availing the cloud services to host the said website, Limited Tender is being invited to select Cloud Service Provider (CSP) for hosting ABMP Website from the MeitY empanelled Cloud Service Providers (CPSs) listed vendor GCC deployment model as attached in **Annex-VI** of the tender document for a period of 2 years as per the General Terms and Conditions and Scope of Work attached with this tender document. Interested Meity empanelled CSPs meeting the eligibility criteria prescribed in this tender document may submit their Technical Bid and Financial Bid through the GeM Portal.

CRITICAL DATES

Sr. No.	Particulars	Dates
1	Publishing Date	**25.11.2025 (05:30 PM)**
2	Document Download / Sale Start Date	**25.11.2025 (05:30 PM)**
4	Pre-bid Meeting (meeting link for online pre-bid meeting is given in para 3 of this Tender document.)	**02.12.2025 (03:00 PM)**
5	Date and time for uploading queries (if any) by bidders	**08.12.2025 (03:30 PM)**
6	Response of office on queries raised	**12.12.2025**
7	Last Date & Time of Submission of Bids through GeM Portal (Technical & Financial Bid)	**16.12.2025 (06:00 PM)**
8	Opening Date & Time of Technical Bids through GeM Portal	**16.12.2025 (06:30 PM)**
9	Opening date and time of Financial bids through GeM Portal	**As prompted by the GeM Portal**
10	Name of Officer for clarification and technical assistance	**Assistant Director (IT), Tariff Authority for Major Ports, 4th Floor, Bhandar Bhavan, Mujawar Pakhadi Road, Mazgaon, Mumbai-400010. (Telephone No. +91 22 23792009).**

Note:

i. All details regarding the bid are available on www.gem.gov.in and www.tariffauthority.gov.in/www.abmp.in. Any changes/ modifications/ corrigendum in connection with this bid will be intimated through GeM and TAMP websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. The ABMP shall not be liable to send any individual information or issue a public notice.

ii. Bids will be accepted through online mode only (GeM). Manual bids will not be accepted under any circumstances.

iii. Failure to comply with any of the instructions stated in this document or offering unsatisfactory explanations for non-compliance will likely to lead to rejection of offers.

2.   Scope of Work

The scope of services shall comprise of the following:

ABMP cloud Project Planning & Management:
1. Setup, Configuration, installation, Cloud website of ABMP (https://abmp.gov.in)
2. Maintenance & Support of Cloud infrastructure
In implementing the above, the service provider shall strictly adhere to MeitY's guidelines

2.1 Scope of Work in details:-

1. CSP (Cloud Service Provider) shall host the website of ABMP on GCC (Government Community Cloud) cloud.
2. The service provider shall study the existing infrastructure and develop, prepare, and provide a Cloud Solution Implementation Plan including migration for the same.
3. The service provider will be responsible to provide complete support during the recovery operations of data from Disaster Recovery (DR) site.
4. Monitoring and maintenance reports over a monthly basis and as and when required.
5. Availability of server logs/ records for audits.
6. It will be the Service Provider's responsibility to ensure that back up data is in a format that is fully restorable at Cloud Site or DR Site.
7. The Service Provider holds the responsibility of integration of any existing or newly introduced modernization initiative including security into the existing cloud infrastructure at no additional cost.
8. The CSP shall follow the Government Resolution/Circular issued by MeitY/ GOI at any point of time of release of the same.
9. The Bidder/ Service provider should ensure that whenever the DR is made Active, it should be 100% Data Centre (DC).
10. The CSP shall be responsible for deployment of Security patches on Hardware and Software.
11. The CSP shall proactively renew/ replace/ upgrade/ update all the hardware, software and associated product licenses in the cloud.
12. The CSP will be responsible for all the technology, infrastructure at these sites over the period of the contract.
13. The CSP shall be responsible to monitor the cloud services and ensure 99.5 % uptime for all services as per agreement.
14. The CSP shall be responsible for establishing connectivity between ABMP premises to cloud DC and DR sites. The DC and DR sites shall be in different seismic zone within jurisdiction of India.
15. The CSP shall be responsible for deployment of New Applications on cloud, security administration, planning and implementation of cloud management and monitoring portals for complete infrastructure and services procured.
16. The CSP shall ensure committed time taken for restoration of data from Backup.
17. The CSP should provide a backup solution that supports retention period of minimum 30 days or as desired by the ABMP.
18. The CSP shall provide necessary training to ABMP IT team on management of cloud Virtual Machines (VMs).

19. The CSP shall provide necessary technical documentations, design documentations, standard Operating Procedures (SOPs) required for operations and management of services.
20. The CSP shall provide functional 24*7 help desk support with dedicated toll free number.

Note:-

1. The ABMP reserves the right to give additional scope of work it required on functional basis, under the same work order at any point during the contract period.
2. Upon receiving such a request, the selected bidder shall assess the feasibility, provide an estimated timeline, and submit a detailed cost proposal for the Additional Work and get it approved by the department.
3. The ABMP reserves the right to terminate any Additional Work at any time upon written notice to the selected bidder.

2.2   Basic details about website of Adjudicatory Board for Major Ports Website

1. The website is currently hosted at internal server of the website developer
2. Application structured as Monolithic
3. Current data size 153 gb(73gb Web server+80 Data Server)
4. Expected Data Growth /Compute Growth Quarterly 5%
5. Expected user growth in Quarter by 15%
6. Application will require a separate DR site
7. The application is having API integration for email gateway, SMS services taken from C-DAC and CISCO Webex application to conduct online hearing

2.3   Infrastructure Requirements

A. Web Server

Environment	Layer	Application Name	No of VM	Operating System	Operating System version	VCPU (Per VM)	RAM (Per VM in GB)	OS Size per VM (IN GB)	Additional Disk	DMZ
Production	Web	abmp.gov.in	2	RHEL 9.x	Apache 2.4.x with PHP 8.2.x+	16	64GB	100	500	DMZ
DR Site	Web	abmp.gov.in	1	RHEL 9.x	Apache 2.4.x with PHP 8.2.x+	8	32 GB	100	500	

B. Database Server

Environment	Layer	Application Name	No of VM	Operating System	Operating System version	VCPU (Per VM)	RAM (Per VM in GB)	OS Size per VM (IN GB)	Additional Disk	DMZ
Production	DB	abmp.gov.in	2	RHEL 9.x	MySql 8.x Distrib 5.5.x MariaDB	16	64GB	100	300	DMZ
DR Site	DB	abmp.gov.in	1	RHEL 9.x	MySql 8.x Distrib 5.5.x MariaDB	8	32 GB	100	300	

C. Additional Storage Requirement

Environment	Type of Storage	Disks Size (in GB)
Prod Env.	Network File System (NFS)	500
DR Env.	Network File System (NFS)	500

D. Network Services

Service Name	Unit	Capacity Requirements	Number of Connections
Client to Site VPN	Per connection / Month	1	1
Public IP	IP/Month	2	

E. Security Services

Service Name	Unit of measure	Number	Capacity Requirements	Other Specific requirements
Application Load Balancer	Throughput in Mbps	1	50 MPBS	50 MPBS
Next Gen. Firewall	Throughput in Mbps	1	50 MPBS	50 MPBS
WAF	Throughput in Mbps	1	50 MPBS	50 MPBS

F. The Cloud service provider (CSP) should provide Cloud Security Posture Management (CSPM)/Cloud Detection and Response (CDR)/ Vulnerability Management, Detection, and Response (VMDR) as tabulated below:

Sr No		Features	Description
1	Compliance & Governance	Compliance Framework	Solution should support compliance with various security frameworks and standards. It should have the visibility into the compliance posture of cloud environments and elaborate on the ability to apply custom compliance frameworks to any level of operation.
		Compliance Reporting	Generate compliance reports and compare compliance posture across multiple frameworks.
		Policy Handling & Exceptions	Generate and apply management policies for CSPs for preventive control and how policy exceptions can be applied to any level of operation.
2	Inventory & Coverage	Discovery Resource Mapping	Should identify and create an inventory of cloud resources and accounts independent of detected vulnerabilities and risk of an environment
		Inventory and Coverage	Generate resource mapping relationships and provide visibility into workloads.
3	Risk Assessment & Prioritization	Risk detection and automated prioritization	Should monitor and report on critical attack vectors, prioritize security issues according to the environmental layout (External exposure, assumed privileges,

5

			Business impact), and identify high-risk cloud assets.
		Automated and manual risk scoring	Should generate automated and manual risk scoring to prioritize resource risk.
		Risk calculation and customization options	Calculate priority and risk with Customization by adapting rulesets.
		Risk Reassignment , acceptance, and false/	Manually Adjustable calculated risk rating, a vulnerability risk is accepted and Marked as a false positive. It should mark vulnerabilities as false positives based on past manual decisions.
4	Vulnerability Management	Vulnerability detection	Detect vulnerabilities across multiple cloud environments, Identify vulnerabilities in various cloud resources and provide visibility into the security posture of each workload.
		Vulnerability context	It should be able to provide a level of detail regarding description, risk rating, exploitability, exposure, usage and remediation options on a vulnerability.
		Vulnerability tagging posture of each	Should have the ability to tag vulnerabilities based on risk rating (High, Medium, Low, Custom) and exposure (public, internal)
		Vulnerability exploitability	Provide proof of exploitability
		Scanning methods	Can schedule (configurable) /Continues to scan resources
		Scanning performance	Detect performance of scanners (duration of scan, throughput) and frequency of scans
		Agent/less scanning	Detect vulnerabilities with Agent/Less scanning
	Exposure Analysis	Exposure Detection	Should provide a network reachability map of cloud workloads, detect publicly exposed resources potentially missing proper authentication, and detect ingress rules on any port and destination.
		Exposure visualization	Should provide an intuitive visual interface to analyse and investigate network traffic and detect unusual, suspicious, or even known malicious network connections, including attack path findings.
	Behaviour Detection	Detection capabilities	Detecting anomalous behaviour : • Root User Logins.

			• Traffic spikes in general and from "unexpected" regions. • Increased failed authentications. • Mass deletion of resources across multiple subscriptions. • Mass stop / shut down of VMs and containers. • Unusual amounts of permission changes. • Simultaneous logins of the same user from multiple geo locations • Unusual geo location for a specific user. • An unusual number of resources that are set publicly available in a specific Timeframe • Detect lateral and cross-account / tenant / subscription movement and Compromised access keys or stolen permission? • Suspicious API Calls.

2.4 Project Planning & Management

The success of the project depends on the proper project planning and management. Within 15 days of award of work, the Service Provider shall plan the project implementation in great details and should provide a micro level view of the tasks and activities required to be undertaken in consultation with ABMP office.

2.5 Post Implementation Maintenance & Support

The service provider shall maintain and manage the system (cloud solution) for the entire period of the contract and shall be fully responsible for ensuring adequate CPU processing power, memory, storage, network, internet bandwidth and monitoring of the cloud services for optimum Performance of the entire Cloud solution.

2.6 Reports

1. Cloud Service Provider shall submit the reports on a regular basis in a mutually decided format. The Service Provider shall workout the formats for the MIS reports and get these approved by the ABMP office within a month of being awarded the contract. The following is only an indicative list of MIS reports that may be submitted to the ABMP office.
   - Consolidated component-wise availability and resource utilization.
   - All relevant reports required for calculation of Service Level Agreement (SLA)'s.
   - The MIS reports shall be in-line with the SLAs and the same shall be scrutinized by ABMP.
2. The service provider will also provide any other report requested by the ABMP office.

3. All SLA calculations, penalty calculations should be submitted by successful bidder and department approve the same.

2.7 Service Level Agreements (SLA)

1. The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLR/SLA) is to clearly define the levels of service which shall be provided by the Implementation Cloud Service Provider to ABMP for the duration of this contract period of the Project.
2. All the payments to the Implementation Service Provider are linked to the compliance with the SLA metrics specified

Cloud services should be available >=99.95% (scheduled downtime should be excluded)

Sr No	Service level Objective/Parameters	Definition	Timeline	Penalty
1	Initial on boarding	Creating Cloud with initial software/Hardware requirement and making it available	15 days after submission of boarding document of work order.	2% of the amount quoted quarterly for each day or part thereof
2	Availability of each cloud service (Applicable cloud services)	No of working hours cloud services are available during quarter	24*7	If cloud services not available for more than 2 hours for each such event penalty of ₹ 500 per hour.
3	Response Time taken for support	Time taken to acknowledge and respond to ticket/incident is logged through email /support no.	Within 2 hours	1 % of the amount quoted quarterly for every additional 60 min are part thereof
4	Resolution of Instance	Time taken to resolve major severity	Within 2 hours	2 % of the amount quoted quarterly for every additional 60 min are part thereof

2.8 Basic Support
- 24*7 access to email, chat and phone support Response to be made available within 1 hour for any kind of service / system outage.

- Bidder shall provide remote assistance through Cloud engineers/cloud Professionals throughout the contract period to support application service provider

3 Pre Bid Meeting
(a) The Pre-bid meeting is scheduled on **02.12.2025** at **3.00 PM** through hybrid mode. The prospective bidders shall be permitted to attend the Pre-bid meeting to make themselves fully aware of the work conditions.

(b) The meeting link for prospective bidder attending the Pre-bid meeting through virtualization is as given below:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTAxMTk0NmUtYWIwYy00OTc5LTlmMmItZjFmYTBiMmNiNTc1%40thread.v2/0?context=%7b%22Tid%22%3a%22932bac90-06bc-43a3-9f85-4eb1f7caa959%22%2c%22Oid%22%3a%229df3fdeb-5c59-4e88-a4f7-6f50476de330%22%7d
Meeting ID: 474 106 189 036 65
Passcode: A4qp3M36
The issues/questions to be raised must be in writing and email both to reach Adjudicatory Board for Major Ports (ABMP) not later than 08.12.2025 at 3.30 PM in the email ID adjudicatoryboard@gmail.com /tariff@tariffauthority.gov.in.

(c) In the event of non-attendance of the Pre-bid meeting by the Tenderers, it would, however, be presumed that the tenderer has fully considered all factors, risks and contingencies which will have direct & indirect impact on his expenses the work as per the tender document and no correspondence from the tender in this regard would be entertained. If record note of discussion of the Pre-bid meeting, is generated, it would be made available on the website of ABMP and emailed to the participated bidders.

4 Timelines

Sr No	Parameters	Timeline
1	Submission of Solution of on-boarding document	7 days from the date of work order issued by ABMP
2	Account setup, cloud, security services, user roles & permissions etc.), compute services, storage services and network connectivity	15 days from the date of submission of on-boarding document by the CSP
3	Migration/ transfer of all data	30 days from the date of work order
4	Submission of successful on-boarding /installation report	40 days from the date of work order
5	Operating and Maintenance	Will start from the date of operational acceptance provided by the ABMP

5. Payment Terms:

1. No advance payment shall be made.
2. All Payments shall be made in Indian Rupees only.
3. Payment of one time implementation/migration of the website of ABMP to cloud services given in the financial bid will be released by ABMP based on the successful acceptance report given by ABMP for completion of the activity of implementation/migration and based on the GST invoice raised by the CSP.
4. **The Cloud procurement cost given in the financial bid shall be payable on quarterly basis on scrutiny of consumption report provided by the service provider and on submission of the GST invoice on quarterly basis.**
5. The Cloud Service Provider will submit a GST Invoice (i.e. Tax invoice as per GST rules clearly indicating Tax registration number, Service Classification, rate and amount of Tax shown separately, Name, address and GSTIN of the service provider and recipient, place of supply, HSN code, Date of Invoice, etc as per GST rules) and Signature or digital signature of the service provider or its authorized representative.

6. No claim for interest will be entertained by the ABMP in respect of any payment which will be held with the ABMP due to dispute between ABMP and Cloud Service provider or due to administrative delay for the reasons beyond the control of ABMP.
7. All Taxes as per rules applicable by Govt. of India from time to time will be deducted from all payments made by ABMP.

6. Contract Period

1. The Contract will be initially for a period for 2 Years from the date of the Work Order.
2. Post that, ABMP reserves the right to extend the validity of the contract period by another 2 years subject to satisfactory service provided by CSP, mutual agreement between ABMP and the CSP on prevailing terms and conditions and subject to CSP providing valid Meity empanelment letter.
3. The CSP to ensure that Meity empanelment for extension, remains valid throughout the contract period.

7. Exit Management and Transition Requirements

Listed below are mandatory requirements applicable for CSP's:
1. The CSP shall ensure continuity of service at all times of the Agreement including exit management period and in no way any facility/service shall be affected/degraded. Further, CSP is also responsible for all activities required to train and transfer the knowledge to the Replacement Service Provider (or ABMP) to ensure similar continuity and performance of the Services post expiry of the Agreement.
2. At the end of the contract period or upon termination of contract, CSP is required to provide necessary handholding and transition support to ensure the continuity and performance of the Services to the complete satisfaction of ABMP.
3. CSP shall support the ABMP in migration of the VMs, data, content and any other assets to the new environment created by the ABMP or any Service Provider (on behalf of the Government) on alternate cloud service provider's offerings to enable successful deployment and running of the ABMP's solution on the new infrastructure.
4. CSP shall have the responsibility to support and assist the ABMP till the Department is able to successfully deploy and access the services from the new environment.
5. During the exit/transition management process, it is the responsibility of the CSP to address and rectify the problems with respect to migration of the Department application and related IT infrastructure including installation/reinstallation of the system software etc.
6. CSP shall not delete any data at the end of the agreement (for a maximum of 8 months beyond the expiry of the Agreement) without the express approval of the ABMP. At the end of the contract or upon termination after approval accorded by ABMP to delete data. CSP shall certify the VM, Content and data destruction to the ABMP's as per stipulations and shall ensure that the data cannot be forensically recovered.
7. During the contract period, the CSP shall ensure that all the documentation required by the ABMP for smooth transition including configuration documents

are kept up to date and all such documentation is handed over to the department during the exit management process.

8.   Confidential Information, Security and Data

The Service provider will promptly maintain the following:
1. Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code; any other data and confidential information created as part of or related to this project.
2. Project data as is reasonably required for purposes of the project or for transitioning of the services to its replacing successful Bidder in a readily available format.
3. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable ABMP and its nominated agencies, or it's replacing vendor to carry out due diligence in order to transition the provision of the Services to ABMP or its nominated agencies, or its replacing vendor (as the case may be).
4. Implementation Cloud Service Provider will sign a Non-Disclosure Agreement with ABMP.

9.1 Submission of Earnest Money Deposit (EMD):

a) Each tenderer shall have to deposit a sum of Rs. 1,50,000.00 (Rupees One Lakh Fifty Thousand Only) in the form of RTGS/NEFT in the following account details of TAMP as Earnest Money Deposit (EMD) and receipt / proof of the same must be attached with the technical bid –

> Account Number : **001401000008048**
> Name of Account : **Tariff Authority for Major Ports**
> Name of Bank and Branch : **Indian Overseas Bank, Fort Branch.**
> IFSC Code- **IOBA0000014.**

b) Non submission of EMD along with the Tender will lead to rejection of the Tender/Bid.
c) The firms/agencies duly registered with MSME shall be exempted from paying EMD on submission of valid certificate in this regard.
d) The amount of Earnest Money will be refunded to the unsuccessful tenderer(s) without interest, after finalization of the tender

9.2 Submission of Performance Security Deposit (SD):

a) The successful tenderer, will have to deposit Performance Security Deposit @ 5 % of the total quoted value in the form of RTGS/NEFT in the above account details of TAMP, within 10 days from the date of receipt of intimation in this regard.
b) In case the successful tenderer fails to deposit the total amount of the Security Deposit within stipulated date, the EMD amount deposited by the firm, will be liable to be forfeited.

9.3 Retention of Security Deposit (SD)

a) The Security Deposit will be retained by Adjudicatory Board for Major Ports without interest till satisfactory execution of contract.
b) In the event of the contract or failing to execute the contract without sufficient reasons acceptable to Adjudicatory Board for Major Ports during the contract period, the Security Deposit will be forfeited/realized along with cancellation of the contract.

9.4 Refund of Security Deposit (SD):

a) The Security Deposit will be refunded on successful execution of the contract as per the scope of work after deducting any amount which may fall due towards any claim for loss, penalty or for whatsoever reasons felt necessary by Adjudicatory Board for Major Ports.
b) If the successful bidder fails to execute the job as per the "Scope of Work" under Sr no.2, the Security Deposit money submitted by the L1 bidder for the aforesaid tender may be forfeited by the Adjudicatory Board for Major Ports.

10. Dispute Resolution

Any dispute between the parties relating to the terms of this agreement or relating to any act of breach of the agreement or dispute regarding implementation of agreement under the situation unforeseen by the parties or arising subsequent to the execution of agreement will be resolved through mediation, by a mediator mutually agreed between ABMP and CSP who will act as sole mediator for the mediation under this clause and verdict in the mediation will be final.

11. Arbitration

All the dispute and differences arising between the parties hereto, including any dispute or difference in regard to the interpretation of any provision, or, terms or the meaning thereof or in regard to any claim of one party against the other, or, in regard to the rights, or, obligations of any party or parties hereto under this Agreement or otherwise, which are not resolved by mediation as mentioned in above clause shall be referred to a common sole Arbitrator, if agreed upon by both parties, or, otherwise to two Arbitrators, one each to be appointed by each party to the dispute and such Arbitration shall be governed by the provisions of the Arbitration & Conciliation Act, 1996. Seat of arbitration will be at Mumbai.

12. Termination of Contract

1. ABMP may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the Service Provider and terminate the contract either in whole or in part:
  a. If the service provider fails to deliver any or all the project requirements / Operationalization / Operational Acceptance of project within the time frame specified in the contract; or

b. If the Service Provider fails to perform any other obligation(s) under the contract.

2. Prior to providing a notice of termination to the CSP, ABMP shall provide the CSP with a written notice of 30 days instructing the CSP cure any breach/ default of the Contract.

13. Eligibility Qualification Criteria for Cloud Services (Technical Bid)

<u>The firms are required to upload copies of the following valid documents on GeM Portal for technical bid to meet the eligibility qualification criteria.</u> If the firm(s) fail to upload any of the listed valid documents, the bid will be rejected straightway:-

1. The bidder should be a Meity empanelled Cloud Service Provider. A copy of letter of valid empanelment of Meity should be uploaded.
2. Firm should provide declaration about Qualification Criteria as per format **Annex-I**
3. a. Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies, or
   b. A Copy of Partnership deed and Copy of Registers of Firm Certificate, or
   c. A Copy of Certificate of LLP registration in case of Partnership firm or limited liabilities partnership under LLP act 2008
4. A copy of proof to have executed at least 5 projects similar to this tender in any Government of India organisation, Public Sector Undertaking or Autonomous Body.
5. Scanned copy of PAN card and GST registration certificate.
6. Copy of valid MSME Certificate , if applicable.
7. Turnover certificate duly signed for last 3 years for FY 22-23, 23-24, 24-25 having minimum average turnover of ₹ 1 Crore and should have positive net worth as per the format attached as **Annex-II**
8. Self-declaration as in **Annex- III** on the office letterhead duly signed and stamped that the Bidder is not currently blacklisted by any of the offices of Central or state gov, PSU as on submission of bid
9. Self-declaration on the office letterhead duly signed and stamped about the bidder having strength of at least 25 full time IT professionals (Cloud service professional, System Administrator, Data analyst on their payroll.
10. Acceptance of all the terms and condition as per the format attached as **Annex-IV** duly signed and stamped as token of acceptance by authorised signatory.
11. Valid STQC Audited certification of the bidder.

14. Financial Bid

The CSP shall submit Financial Bid in the financial bid format attached as **Annex-V.**

15. Selection Criteria and Evaluation Process

The ABMP will evaluate and compare the bid which are substantially responsive i.e., which are properly prepared and signed and meet the required terms and conditions, specifications etc. Technical Bids will be opened on the specified Tender opening date and time. Financial Bids of only those firms will be opened, whose Technical bids are found technically compliant/suitable on Technical Evaluation by the ABMP. The ABMP will award the work to the CSP whose total value of quotation will be determined to be lowest responsive evaluated bid.

16. Formats

Eligibility Qualification Cover Letter

Date :
Place
 (To be submitted on the letterhead of the bidder)

To,
Deputy Director
Adjudicatory Board for Major Ports
4th Floor, Bhandar Bhavan, M.P.Road,
Mazgoan, Mumbai -400010

Subject: Submission of proposal in response of bid invited by ABMP to select Selection of Managed Cloud service Provider.

Dear Sir/Madam,

Having examined the Bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid for "Selection of Managed Cloud service Provider/Government Cloud Service Provider at ABMP".

We attach hereto our responses to technical qualification requirements & financial proposals as required by the Bid. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to ABMP, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the ABMP in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid document and also agree to abide by this tender response for a period of 180 days from the date of opening of subsequent bid and ready to extend the validity of the bid for further period as informed by ABMP We hereby declare that in case the contract is awarded to us, we shall submit the security deposit in the form prescribed in the bid

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

The details of the CSP are given below:

Sr No	Information	Details
1	Name of the bidder	
2	Address	
3	Name and Designation of Contact Person to whom all the references should be made	
4	Telephone No of Contact Person	
5	Mobile No of Contact Person	
6	Email address of Contact Person	
7	Company Registration Certificate	

Signature of Authorized Signatory (with official seal)
Name:
Designation:
Address:
Telephone:
E-mail address:

Annexure II –Financial details declaration

(To be submitted in the Letterhead of organisation)

We, ………………………………, certify that we have verified the relevant financial statements and other records of ……………………(Name of Organisation), having its Indian
registered office at………………………………………………………

Sr no	Financial Year		
	2022-23	2023-24	2024-25
Average Annual Turnover			
Net Worth			

It is further certified that based on our review of financial statements together with the book of accounts, records and documents for the aforesaid financial years, the above mentioned figures are true and correct to the best of our knowledge and as per information and explanations provided to our satisfaction by the ………………………… (Name of the Organisation)

Signature of Authorized Signatory (with official seal)
Name:
Designation:
Address:
Telephone:
E-mail address:

Note :

Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years (F.Y 22-23,23-24, 24-25)is submitted as supporting evidence.

Annexure-III –Self Declaration (Debarred/ Blacklisted)

Date :
Place
 (To be submitted on the letterhead of the bidder)

To,
Adjudicatory Board for Major Ports
4th Floor, Bhandar Bhavan, M.P.Road,
Mazgoan, Mumbai -400010

Subject: Declaration for not being debarred / black-listed by any State Government/ Central, Government / PSU in India as on the date of submission of the bid

Dear Sir/Madam,

I, authorized representative of _____ , hereby solemnly confirm that the Company is not banned by the State Government/ Central Government / PSU Organization in India for unsatisfactory past performance, corrupt & fraudulent practices or any other unethical conduct either indefinitely or for a particular period of time by any State/ Central government/ PSU / UT as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, Adjudicatory Board for Major Ports, Government of Maharashtra reserves the right to reject the Bid or terminate the Contract without any compensation to the Company and forfeiture of Earnest Money Deposit and/or Security Deposit

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)
Date:
Name:
Designation:
Address:
Telephone &Fax:
E-mail address:

BID ACCEPTANCE LETTER
(Should be furnished by all the bidders on company letter pad).

To
The Deputy Director
Adjudicatory Board for Major Ports
Ministry of Ports, Shipping and Waterways
Government of India, 4th Floor, Bhandar Bhavan,
Mujawar Pakhadi Road, Mazgaon,
Mumbai – 400010.

Subject   :   Acceptance of Terms and Conditions of Bid.
GeM Bid No. : _____

Dear Madam,

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

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

3. I/We hereby unconditionally accept the bid conditions of above mentioned bid documents(s)/corrigendum(s) in its totality/entirely.

4. I/We do hereby declare that Bid applied is inclusive of all packing and other forwarding expenses, freight insurance charges. The prices quoted is remain firm and fixed during their currency of the contract. The rates and prices quoted is in Indian rupees only. All duties, taxes etc. payable is included in the quoted prices as per the Annexure-V.

5. I/We certify that all information furnished by our Firm is true and 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/performance security absolutely.

6. I/We hereby undertake to declare that if I/We withdraw or modify the bid(s) during the period of validity, or if I/We am/are awarded the contract and I/We fail to sign the contract, before the deadline defined, I/We shall be suspended for a period of two years to submit bids with this office in future.

7. The minimum average annual financial turnover of the bidder during the last three years (2022-23, 2023-2024 & 2024-2025) meets the criteria as indicated in the bid document. Documentary evidence in the form of self-certified on company

letter pad duly signed and sealed, indicating the turnover details for the relevant period shall be uploaded with the bid.

8. In case, I/We withdraw or modify the bid during the period of validity or fail to sign the contract before the dead line defined by ABMP, I/We shall be suspended for the period of two years to submit bids with this office in future.

<div align="right">Yours faithfully</div>

Signature of Authorized Signatory (with official seal)
Name:
Designation:
Address:
Telephone:
E-mail address:

[To be submitted on Letter head of the organisation]

To,
The Deputy Director
Adjudicatory Board for Major Ports
4th Floor, Bhandar Bhavan, M.P.Road,
Mazgoan, Mumbai -400010

Subject: Submission of Financial Bid as for cloud deployment model Government Community Cloud (GCC)
Sir/Madam,

	A. Production Site					
Sr No	**Type**	**Remarks**	**Required Configuration**	**Total Qty**	**Unit Price**	**Total Price per Month (PM)**
1	Virtual Machine-Web/App- (RHEL)		16vCPU, 64 GB Memory	2		
2	Virtual Machine-DB-MySQL (RHEL)		16vCPU, 64 GB Memory	2		
3	RHEL License (Latest)		16 vCPU Linux	4		
4	STORAGE - VM - Boot Volume		400GB (For 4 VM's)	400		
5	STORAGE - Block		1600 GB(1000 GB for Web/App and 600 GB for DB)	1600		
6	NFS File Storage		500 GB	500		
7	Backup as a service	Considered 50% of total storage	1000 GB	1000		
8	Public IP		Public IP	1		
9	Email Gateway	Email Gateway	Email Gateway	1		
10	SMS Gateway	SMS Gateway	SMS Gateway	1		
11	Virtual Machine	Specialized server designed to provide secure, controlled access to an internal or private network from external, untrusted sources like the internet.	2vCPU, 8 GB Memory	1		
12	STORAGE - VM - Boot Volume	Host	100GB (For 1 VM's)	100		
13	Backup as a service	Bastion Host (Consireded 50% of total storage)	50 GB	50		
14	Anti Malware	Detect, prevent, and remove malicious software	All VMs (Including Bastion Host)	5		
15	Vulnerability Scanning	Automatically discover and prioritize security weaknesses to fix	All VMs (Including Bastion Host)	5		

Sr No.	Type	Remarks	Required Configuration	Total Qty	Unit Price	Total Price Per Month
		them manually before any exploitation.				
16	Next Gen Firewall	Secures the network by controlling traffic at lower layers (IP/port-based).	Next Gen Firewall - 50 Mbps	1		
17	WAF	Protects web applications from common web-based attacks by filtering and monitoring HTTP/HTTPS traffic. Deployed with an ALB as it requires an endpoint.	WAF - 50 Mbps	1		
18	Application load Balancer	Distributes incoming application traffic across multiple backend servers to improve scalability, availability, and performance. Performs content-based routing, SSL termination. Integrates with application-level health checks to route traffic only to healthy instances.	ALB - 50 Mbps	1		
19	**Sub Total of (A) for (Sr No 1 to 18) Cloud procurement cost per Month**					

B. Disaster Recovery Site (DR)

Sr No.	Type	Remarks	Required Configuration	Total Qty	Unit Price	Total Price Per Month
1	Virtual Machine-Web/App-(RHEL)		8vCPU, 32 GB Memory	1		
2	Virtual Machine-DB-MySQL (RHEL)		8vCPU, 32 GB Memory	1		
3	RHEL License (Latest)		8 vCPU Linux	2		
4	STORAGE - VM - Boot Volume		200GB (For 2 VM's)	200		
5	STORAGE - Block		800 GB(500 GB for Web/App and 300 GB for DB)	800		
6	NFS File Storage		500 GB	500		
7	Backup as a service	Consireded 50% of total storage	500 GB	500		
8	Public IP		Public IP	1		
9	Email Gateway	Email Gateway	Email Gateway	1		
10	SMS Gateway	SMS Gateway	SMS Gateway	1		
11	DR as a Service		All VMs	2		
12	Virtual Machine-	Specialized server designed to provide	2vCPU, 8 GB Memory	1		

		secure, controlled access to an internal or private network from external, untrusted sources like the internet.				
13	STORAGE - VM - Boot Volume	Host	100GB (For 1 VM's)	100		
14	Backup as a service	Bastion Host (Considered 50% of total storage)	50 GB	50		
15	Anti Malware	Detect, prevent, and remove malicious software	All VMs (Including Bastion Host)	3		
16	Vulnerability Scanning	Automatically discover and prioritize security weaknesses to fix them manually before any exploitation.	All VMs (Including Bastion Host)	3		
17	Next Gen Firewall	Secures the network by controlling traffic at lower layers (IP/port-based).	Next Gen Firewall - 50 Mbps	1		
18	WAF	Protects web applications from common web-based attacks by filtering and monitoring HTTP/HTTPS traffic. Deployed with an ALB as it requires an endpoint.	WAF - 50 Mbps	1		
19	Application load Balancer	Distributes incoming application traffic across multiple backend servers to improve scalability, availability, and performance. Performs content-based routing, SSL termination. Integrates with application-level health checks to route traffic only to healthy instances.	ALB - 50 Mbps	1		
20	**Sub Total of (B) for (Sr No 1 to 19) Disaster Recovery site cost per month towards Cloud procurement services**					

C	Total Cost for Cloud Procurement (Production+DR) C=A+B	
D	One time Implementation /migration Charges	
E	Total Cost per Annum (Sr No. C*12+D)	
F	Total Cost for 2 years Period (Sr. No E*2 years)	
G	Applicable GST	
H	Grant Total cost for cloud procurement (Sr No.F+G)	

Sr. No.	Cloud Service Provider	For GCC
1.	AdaniConnex Pvt. Ltd.	1) Chennai- 01
3.	Bharat Sanchar Nigam Ltd.	1) Ahmedabad -01 2) Faridabad-01
3.	CtrlS Data Centers Ltd.	1) Hyderabad-01 2) Navi Mumbai -01 3) Bengaluru- 01 4) Noida- 01
4.	Cyfuture India Private Ltd.	1) Noida- 01 2) Jaipur-01
5.	ESDS Software Solution Ltd.	1) Nashik-01 2) Bengaluru-01 3) Navi Mumbai- 01 4) Mohali- 01
6.	Ishan Infotech Ltd.	1) Mumbai -01 2) Chennai -01
7.	ITI Ltd.	1) Bengaluru-01
8.	Jio Platforms Ltd.	1) Mumbai-01 2) Jamnagar (IDC1)-01
9.	Neosoft Technologies and Software Ltd.	1) Navi Mumbai- 01 2) Pune- 01 3) Noida- 01
10.	NTT Global Data Centres & Cloud Infrastructure India Pvt. Ltd.	1) Mumbai-04 2) Bengaluru -02
11.	NxtGen Cloud Technologies Pvt. Ltd.	1) Ramanagara
12.	Nxtra Data Ltd.	1) Bengaluru-01 2) Noida- 01
13.	Pi Datacenters Pvt. Ltd.	1) Guntur -01
14.	RailTel Corporation of India Ltd.	1) Gurugram-01 2) Secunderabad-01
15.	Sify Technologies Ltd.	1) Bengaluru-01 2) Navi Mumbai-01
16.	Tata Communications Ltd., Global Data & Mobility Solutions	1) Mumbai -02 2) New Delhi-01
17.	Tata Consultancy Services Ltd.	1) Hyderabad -01 2) Mumbai -01
18.	Webwerks India Pvt. Ltd.	1) Navi Mumbai -01 2) Pune-01 3) Noida- 01
19.	Yotta Data Services Pvt. Ltd.	1) Navi Mumbai -01 2) Guntur -01 (for DR service only) 3) Greater Noida-01