

## **TENDER DOCUMENT**

### **Tender for Cloud-Based Server Infrastructure for Aqua Trace Web & Mobile Applications**

**TENDER DOCUMENT NO: EDP-FARM/FEGP/1/2024-O/o SA**

**DATE: 22.11.2024**



**Marine Products Export Development Authority  
Ministry of Commerce & Industry, Govt. of India  
Head Office, MPEDA House,  
Building No: 27/1162, PB No:4272,  
Panampilly Avenue, Panampilly Nagar PO,  
Kochi-682 036, Kerala**



**Marine Products Export Development Authority**

*(Ministry of Commerce & Industry, Govt. of India)*

Head Office, MPEDA House, Building No: 27/1162, PB No:4272,  
Panampilly Avenue, Panampilly Nagar P.O., Kochi-682 036, Kerala

Telephone: +91 4842311901, 04842310160

Email: edp.admn@mpeda.gov.in Website: www.mpeda.gov.in

**NOTICE INVITING TENDER**

**Ref No.: EDP-FARM/FEGP/1/2024-O/o SA**

**Date: 22/11/2024**

The Marine Products Export Development Authority (MPEDA), Kochi, invites bids through a single-stage, two-envelope bidding process on eProcurement system. Eligible bidders are invited to submit separate bids for **"Cloud-Based Server Infrastructure for Aqua Trace Web & Mobile Applications."** These bids will consist of a Technical Bid and a Financial Bid. Detailed requirements and terms & conditions are available on both the MPEDA Website (<https://mpeda.gov.in>) and the E-procurement portal (<https://eprocure.gov.in>). The deadline for bid submission is 12.12.2024 at 04.00 PM. All bids must be accompanied by scanned copies of the Earnest Money Deposit (EMD) and the cost of the tender document fee (in PDF format), as specified. Bids must be uploaded in two separate parts: a Technical Bid and a Financial Bid. The Technical Bid will be opened on 12.12.2024 at 04.30 PM at the MPEDA Head Office located at Panampilly Avenue, Panampilly Nagar P.O., Kochi-682 036, Kerala. The Financial Bids of only those bidders whose Technical Bids qualify will be opened later.

(sd-)  
Secretary  
MPEDA

**Marine Products Export Development Authority**

*(Ministry of Commerce & Industry, Govt. of India)*

Panampilly Avenue, Panampilly Nagar P.O., Kochi-682 036, Kerala

Telephone: +91 4842311901, 04842310160

**TENDER SUMMARY**

<b>Scope of the Tender</b>	Cloud-Based Server Infrastructure (PaaS) for Aqua Trace Web & Mobile Applications
<b>Tender Called for the Period</b>	<b>Three Years from the date of award of Contract</b>
<b>Earnest Money Deposit</b>	₹ <b>4,50,000/-</b> (Rupees Four lakh Fifty Thousand only) by Demand Draft in Favor of, The Secretary, MPEDA, Kochi.
<b>Place of Bid Opening</b>	The Marine Products Export Development Authority, MPEDA House, Panampilly Avenue, Panampilly Nagar Cochin– 682 036, Kerala.

**TENDER SCHEDULE**

<b>1</b>	<b>Tender Reference No.</b>	<b>EDP-FARM/FEGP/1/2024-O/o SA</b>
<b>2</b>	<b>Tender For</b>	Cloud-Based Server Infrastructure for Aqua Trace Web & Mobile Applications
<b>3</b>	<b>EMD Amount</b>	₹ <b>4,50,000/-</b> (Rupees Four lakh Fifty Thousand only)
<b>4</b>	<b>Validity of Tender</b>	<b>180 Days</b>
<b>5</b>	<b>Date of Release of Tender</b>	<b>22.11.2024</b>
<b>6</b>	<b>Pre-bid meeting (online mode)</b>	Join Zoom Meeting (03.12.2024 AT 11.00 am) <a href="https://zoom.us/j/93693859791?pwd=kwazO1o6V3JYvostZu3GbHjGFHws2J.1">https://zoom.us/j/93693859791?pwd=kwazO1o6V3JYvostZu3GbHjGFHws2J.1</a> Meeting ID: 936 9385 9791 Passcode: 923008
<b>7</b>	<b>Clarification end date</b>	<b>09.12.2024</b>
<b>8</b>	<b>Bid submission end date</b>	<b>12.12.2024</b>

10	Technical bid opening date	12.12.2024
----	----------------------------	------------

## TENDER DOCUMENT

### 1. Introduction

The Marine Products Export Development Authority, (MPEDA) (Ministry of Commerce and Industry, Government of India) invites bids from MeitY empanelled cloud service providers for the procurement of cloud-based server infrastructure for Aqua Trace Web & Mobile Applications. The tender document can be downloaded from the MPEDA website <https://mpeda.gov.in> and <https://eprocure.gov.in>. The deadline for bid submission is 12.12.2024 at 04.00 PM. The Technical Bid will be opened on 12.12.2024 at 04.30 PM at the MPEDA Head Office located at Panampilly Avenue, Panampilly Nagar P.O., Kochi-682 036, Kerala.

### 2. Scope Of Work

The scope of work includes the provision, configuration, and management of cloud-based servers to meet the specific requirements of the Aqua Trace applications. The servers will be used to host the application backend, database, caching, and other essential components.

### 3. Server Specifications

- **API Server + Load Balancer:** 4 VCPU cores, 16GB RAM, 150GB SSD, Linux/Ubuntu, Unlimited traffic
- **Mobile App & Web App Server:** 4 VCPU cores, 16GB RAM, 300GB SSD, Windows 2019, Unlimited traffic
- **Redis Cache Server:** 4 VCPU cores, 16GB RAM, 150GB SSD, Linux/Ubuntu, Unlimited traffic
- **Database Server(PostgreSQL):** 8 VCPU cores, 32GB RAM, 1.5TB SSD, Linux/Ubuntu, Unlimited traffic
- **Geo Server:** 16 VCPU cores, 64GB RAM, 8TB SSD, Linux/Ubuntu, Unlimited traffic

### 4. Technical Requirements

- Regular backups to external storage
- Integration with monitoring tools
- Regular security updates, vulnerability scanning

- Unlimited traffic
- Configured firewall to allow necessary ports and protocols

## 5. Software Requirements

- Latest security patches and updates
- Compatible with latest web browsers and mobile devices
- Integration with third-party services

## 6. Maintenance Services

- **Server Monitoring:** Continuous monitoring of server performance, uptime, and resource utilization.
- **Software Updates:** Regular updates of operating systems, frameworks, and applications.
- **Security Patching:** Timely application of security patches and vulnerability fixes.
- **Backup and Recovery:** Regular backups of data and configuration, with recovery procedures in place.
- **Troubleshooting:** Identification and resolution of hardware and software issues.
- **Performance Optimization:** Periodic performance tuning and optimization.

## 7. Maintenance Schedule

- **Daily:** Server monitoring and logging, automated backups
- **Weekly:** Security patching and updates, system cleaning and disk space management
- **Monthly:** Performance monitoring and optimization, software updates and upgrades
- **Quarterly:** Comprehensive system audit and security assessment, disaster recovery drill
- **Bi-Annually:** Hardware inspection and maintenance
- **Annually:** Complete system refresh

## 8. Response Time and Resolution

- **Critical Issues:** Response within 1 hour, resolution within 4 hours
- **Major Issues:** Response within 2 hours, resolution within 8 hours
- **Minor Issues:** Response within 4 hours, resolution within 24 hours

## 9. Maintenance Windows

- **Scheduled maintenance:** Sundays with prior notification to MPEDA
- **Emergency maintenance:** As needed, with prior notification and approval from MPEDA

## 10. Documents required to be submitted along with the technical bid

1. **Certificate of empanelment** of Cloud service offerings of cloud service provider from MeitY, Govt. of India.
2. **Experience Certificates**
  - a. Should have minimum 03 reference of Government Entity in India for providing (PaaS, SaaS) Services.
  - b. Copy of purchase order or Contract / Completion Certificate/ Satisfactory report from Client, duly attested by bidder should be enclosed along with the Technical Bid.
3. Copy of authorization certificate from OEM.
4. Authorization letter for signing the bid document on behalf of the bidder.
5. Undertaking that bidder/CSP shall abide by Data Protection Act of Govt. of India, IT Act and its amendments carried out by Govt. of India from time to time.
6. Undertaking that rate quoted for services and back-end infrastructure shall be fixed for a period of minimum three years and shall be binding for the period of Contract.
7. Undertaking that bidder shall comply with all terms, conditions and clauses as mentioned in SOW.

## **11. Responsibilities of Bidder/Cloud Service Provider:**

### **The cloud service provider shall be responsible for following:**

1. Service provider shall be responsible for setting up, installation, configuration, management, upgradation, and migration of application servers, database servers/storage.
2. Maintain and manage the required network components for the cloud services procured by MPEDA.
3. Service provider shall keep audit logs with features such as from IP, type of request, time of request etc
4. Service provider shall not delete any data without approval of MPEDA during the period of Contract and the data shall be accessible on the servers for at least three months after the contract's validity period.
5. Service provider shall be responsible for implementation, management and monitoring of DDOS, IPS, IDS Services, etc
6. Service provider will implement anti-malware and conduct regular vulnerability scanning and penetration testing of systems and infrastructure
7. Service Provider shall configure external connections to the hosting infrastructure required to upload database/files etc.
8. Service provider is expected to understand the complete architecture of existing applications and processes necessary for smooth migration of applications and databases including interdependencies between applications and data.
9. Service provider shall be responsible for deployment of Security patches on Hardware and Software. The Service provider shall meet any security requirements published by MeitY or any standards body setup / recognized by Government of India from time to time and notified to them by MeitY as a mandatory standard.
10. Bidder will be responsible for migrating to cloud and managing the cloud services.
11. The bidder shall be responsible to monitor the cloud services and ensure 99.9 % uptime of all services as per agreement.
12. Deployment of New Applications on cloud, security administration, planning and implementation of cloud management and monitoring portals for complete infrastructure and services procured.
13. Bidder shall be responsible for monitoring and reporting services.

14. Service provider shall ensure committed time taken for restoration of data from Backup as claimed.
15. Service provider shall have provision to provide and support additional VM requirements and related services. Such additions shall be executed as an amendment to the work order.
16. Service provider shall provide Annual Technical Support from OEM (Software procured as PaaS) during entire period of Contract.
17. Monitoring of performance, resource utilization and other events such as failure of services, degradation of services, availability of network, storage, Database systems, OS etc.
18. Provide the relevant reports, including real time as well as past data/reports on dashboard.
19. There should not be any data loss during backup from DC to DR, if DR is part of the contract.
20. After the implementation of exit process, cloud service provider will delete/remove VMs, contents and data with approval of MPEDA and ensure data cannot be forensically recovered and intimation of compliance thereafter.
21. The Service Provider will train and transfer the knowledge to the replacement agency or MPEDA to ensure continuity and performance of services post expiry of Contract.

## **12. Minimum Pre-Qualification**

**The cloud service provider should qualify based on minimum qualifying criteria given below:**

- The Service provider should be empanelled with MeitY, Govt. of India.
- The Service provider has to provide 24 hours support for all the calendar days of year to resolve issues related to cloud infrastructure and services both voice based as well as email based. Should have provision of ticket generation with notifications of id generated at time of booking complaint and at time of closing of complaint. Open ended class/tickets should be with escalation mechanism.
- The Service provider should be a registered firm or a company in India and the proposed Data Centers (DC & DR) shall be physically located in India. Inclusion/Exclusion of DR in the contract will be decided by MPEDA. If included, the proposed Data center for DR should be in different city. Costing of DR is separately included in the Bill of Quantity (BoQ).
- Cloud Service Provider should offer all services from India strictly in adherence to the guidelines of MeitY.



- The Service provider should provide all variants of cloud services as per MeitY guidelines.
  - a. Infrastructure as a Service (IaaS)
  - b. Platform as a Service (PaaS)
  - c. Software as a Service (SaaS)
- Service provider should provide high availability and high throughput enabled virtual machine. The specifications for these virtual machines should be declared in public portal of CSP.
- Service provider shall abide by the data protection Govt. of India including IT Act and its amendments carried out by Govt. of India from time to time.
- Service provider shall guarantee 99.9% Uptime of data center including all services as per Service Level Agreement (SLA).
- ***The rates should be fixed and valid for three (3) years and binding for the period of contract***

### **13. General Conditions**

- Monitoring tools shall not capture or send MPEDA data to any other establishment over Cloud.
- Service provider shall have to enter in SLA with MPEDA. Bidder should have ability to Integrate with Digital Certificate/signature and other similar services like email/SMS obtained by MPEDA from Third party.
- The ownership of Data as well as application shall be of MPEDA and MPEDA can ask for full copies of Data and applications at any time.
- Bidder shall provide complete inter-operability support with regard to available APIs, data Portability, application portability in case MPEDA decides to Change the cloud service provider including DR or backups.
- No data shall be shared with any Third Party without written approval of Competent Authority of MPEDA unless legally required by Court Orders.

- Service provider shall be responsible for managing and controlling the underlying cloud infrastructure including O.S, Storage, network, Security. Deployed Applications shall be managed and controlled by MPEDA.
- Prior Intimation (at least 15 days) shall be given to MPEDA by Service provider for any scheduled maintenance of servers.
- Service provider shall be responsible for all upgrades of Operating systems, Database and related tools including patch management.
- SLA shall have exit Clause based on mutual Terms and conditions.
- The Billing Cycle shall be quarterly and services to be quantified on utilisation basis.
- Service provider shall ensure minimum Three years of services extendable with mutual consent with exit clause in SLA.
- Service provider shall provide along with Invoices, consumption report to supplement the Invoices.
- Appropriate penalty shall be applied as per Service Level Agreement mutually acceptable to MPEDA and Service provider.
- Service Provider should be able to provide load balancing for proper distribution of traffic.
- The load balancing should be supporting Database as well.
- Services provider should be in position to provide DR Services. However, the decision to avail DR services is upto MPEDA. The service provider should also quote the rate for DR services, even though it will not be reckoned for evaluation of tenders.

#### **14. Service Level Agreement (SLA):**

The Service provider shall be required to enter into SLA which will clearly define the roles/responsibilities and other clauses as applicable and acceptable by MPEDA and Bidder. The format for SLA along with format for Work order is provided in the Annexure.

#### **15. Contract Period:**

The Contract will be initially for a period for three Years from award of contract/signing of agreement on the terms & conditions of SLA. The rates of services shall be fixed for a period of three years during the period of contract/signing of agreement. MPEDA reserves the right to curtail or extend the validity of contract based on performance as per SLA.

#### **16. Performance Security Deposit:**

The successful bidder shall have to deposit a Performance Security Deposit of the 5 % of the total amount of work order within three (3) weeks of the receipt of the LOI/Order. The performance security deposit will be furnished in the form of Demand draft drawn in favor of **The Secretary, MPEDA, Kochi**. The performance security deposit should be valid for sixty days beyond the date of completion of all contract obligations/warranty period.

#### **17. Terms of Payment**

- a. The payment shall be made on submission of the bills on quarterly basis. The bill submitted by the bidder should be duly certified by the concerned project officer of MPEDA. No advance payment will be made. Payment shall be made only on the basis of actual consumption of services, duly supported with the requisite details of services and consumption report. Invoice (i.e. Tax invoice as per Service Tax rules clearly indicating Tax registration number, Service Classification, rate and amount of Tax shown separately).
- b. The Service provider will submit a bill, in the name of MPEDA. No claim for interest will be entertained by the MPEDA in respect of any payment/deposit which will be held with the MPEDA due to dispute between MPEDA and Service provider or due to administrative delay for the reasons beyond the control of MPEDA.
- c. All Taxes as per applicable by Govt. of India from time to time will be deducted from all payments made by MPEDA. The payment is mandatory through NEFT/RTGS only.

#### **• Exit Management Clause**

- MPEDA intends to use cloud services provided by the service provider for a period of 3 years and service provider shall enter into a 3-year contract agreement with MPEDA

initially. However, MPEDA reserves the right to terminate the contract at any point of time without any explanation by giving 3 months' notice.

- In the event of change of accreditation of bidder (Lower accreditation, losing partnership) MPEDA reserves the right to terminate the contract.
- The Service provider is responsible for both Transitions of the Services as well as Migration of the VMs, Data, Content and other assets to the new environment at no extra cost.
- On expiration / termination of the contract, Service provider will need to handover complete data in the desired format to MPEDA which can be easily accessible and readable without any additional cost to MPEDA. Data so received should be transportable to any other Public/Private cloud.
- The Service provider shall carry out the migration of the VMs, data, content and any other assets to the new environment created by MPEDA or any other Agency (on behalf of MPEDA) on alternate cloud service provider's offerings to enable successful deployment and running of MPEDA's solution on the new infrastructure including software licenses at no extra cost.
- The Service provider shall ensure that all the documentation required by MPEDA for smooth transition (in addition to the documentation provided by the Cloud Service Provider) are kept up to date and all such documentation is handed over to MPEDA during regular intervals as well as during the exit management process.
- If the Service provider fails to meet the guidelines & standards as set by Government of India and MPEDA, the bidder will be blacklisted.

#### **19. Termination of Contract:**

If the service of Service provider at any stage is found unsatisfactory, MPEDA will terminate the Contract without assigning any further reason and notice. In such an event, the entire performance security deposit will be forfeited by MPEDA, without any intimation to the Service provider.

## **20. Sub-contracting**

***Sub-contracting is not allowed in this bid.***

## **21. Queries / Clarifications on the SOW**

Queries / Request for clarifications on the SOW shall be sent by Bidders through email only in the format specified in the SOW not later than the date and time specified in the 'Bidding Schedule'. All the requests shall be addressed to MPEDA contact person assigned as mentioned in the 'Bidding Schedule'. No request for clarification from any Bidder shall be entertained after the last date and time mentioned in the 'Bidding Schedule'.

## **22. Supplementary Information/Corrigendum/Amendment to the SOW**

At any time prior to the deadline (or as extended by MPEDA) for submission of bids, MPEDA for any reason, whether at its own initiative or in response to clarifications requested by the Bidder may modify the SOW document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this SOW.

Such supplements / corrigendum to the SOW issued by MPEDA would be displayed on the e-Tendering Portal / Website of MPEDA

## **23. Modification, Substitution or Withdrawal of Proposals**

No Proposal may be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the validity period specified by MPEDA. Entire Bid Security may be forfeited if any of the Bidders withdraw their Bid during the validity period.

## **24. Notification of Award**

- a. Prior to the expiration of the validity period MPEDA will notify the successful Bidder in writing or by email, that its proposal has been accepted (Letter of Intent). In case the tendering process / public procurement process has not been completed within the stipulated period, the MPEDA, may request the Bidders to extend the validity period of their Proposal.

- b. The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

## **25. Arbitration**

- a. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitrator to be fixed by mutual consent of both the parties.
- b. The venue of the arbitration proceeding shall be MPEDA, HO, Ernakulam.
- c. Any legal dispute arising out of this contract should be dealt by Courts having jurisdiction at Ernakulam.

## 26. Annexes-Formats

### 26.1. Annexure-1

#### Check List

SI.No.	Pre-Qualification Criteria	Documents to be provided	Attached(Y/N)
1	Supporting document related to empanelment of cloud service provider with MeitY, Govt. Of India	Certificate/ documentary proof of empanelment with Meity	
2	Should have minimum 03 reference of Government Entity in India for providing (PaaS, SaaS) Services for which purchase order/performance certificate/project completion	Submit the copy of the Purchase orders/ documentary Proof.	
3	In case of bidding by CSP partner, the bidders shall provide PAN, TAN, Sales Tax, GST, EPF registration certificate under their own name. The registration must be in force and shall not expire during the course of - Contract/work.	Submit the copy of the documentary Proof.	
4	Copy of authorization certificate from OEM/CSP	Authorization Letter from OEM.	
5	Copy of Memorandum and Article of Association, Certificate of Incorporation, Partnership Deed, Registration Certificate issued by the Registrar of Firms, MSME etc	Submit the copy of the documentary Proof.	
6	Authorization letter for signing the bid document on behalf of the bidder.	Authorization Letter from OEM.	
7	Undertaking that bidder/CSP shall abide by Data Protection guidelines of Govt. of India, IT Act and its amendments carried out by Govt. of India from time to time.	Duly Signed undertaking by the bidder	

8	Undertaking that rates quoted for services and back end infrastructure shall be fixed for a period of minimum three years and shall be binding for the period.	Duly undertaken/acceptance by the bidder.	Signed
9	Undertaking that bidder shall comply with all terms, conditions and clauses as mentioned in SOW	Duly undertaken/acceptance by the bidder.	Signed

*Please use separate sheet for providing complete information.*

*While evaluating bids, the document required against above eligibility criteria shall be provided as per this tender as Annexures. Firm shall self-certify each page of the tender document in token of its understanding / acceptance by signing it.*

*The bidder is required to enclose self-attested photocopies of the following documents along with the Technical Bid, failing which their bids may be summarily/out rightly rejected and may not be considered:*

Authorized Signatory (Signature in full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_



**26.2. Annexure-2**

**DECLARATION**

I, \_\_\_\_\_ Son/Daughter/Wife of \_\_\_\_\_ Resident of \_\_\_\_\_ Proprietor / Director / Authorized Signatory of the Company / Firm, mentioned above, is competent to sign this declaration and execute this tender document;

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. \_\_ to \_\_ (including all documents like annexure(s), schedules(s), etc.,) which form part of the Contract agreement, and I/We shall abide hereby by the terms / conditions / clauses contained therein.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

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

I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) in it's totally / entirely.

In case any provision of this tender is found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Authorized Signatory (Signature in full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

**26.3. Annexure-3**

**OEM's AUTHORIZATION FORM**

Date:

To

The Marine Products Export Development Authority

Panampilly Avenue, Panampilly Nagar PO,

Kochi-682 036, Kerala

WHEREAS \_\_\_\_\_ who are official producers of \_\_\_\_\_ and having production facilities at \_\_\_\_\_ do hereby authorize \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter, the "Bidder") to submit a bid of the following Products produced by us, for the Supply Requirements associated with the above Invitation for Bids.

When resold by \_\_\_\_\_, these products are subject to our applicable standard end user warranty terms.

We assure you that in the event of \_\_\_\_\_, not being able to fulfill its obligation as our Service Provider in respect of our standard Warranty Terms we would continue to meet our Warranty Terms through alternate arrangements.

We also confirm that \_\_\_\_\_ is our authorized service provider/system integrator and can hence provide maintenance and upgrade support for our products.

We also confirm that the products quoted are on our current product list and are not likely to be discontinued within 5 years from the day of this letter. We assure availability of spares for the products for the next five years after five years' warranty.

We also confirm that the material will be delivered within 60 days from the date of placement of confirmed order.

Name in the capacity of Signed

Duly authorized to sign the authorization for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_ 2024

*Note: This letter of authority must be on the letterhead of the Manufacturer and duly signed by an authorized signatory.*

**26.4. Annexure-4**

**CERTIFICATE**

**DECLARATION REGARDING BLACKLISTING/NON-BLACKLISTING**

I /We Proprietor / Partner (s) / Director (s) of M/s \_\_\_\_\_ hereby declare that the firm/Company namely M/s. \_\_\_\_\_ has not been blacklisted or debarred in the past by any organization from taking part in Government tenders.

OR

I / We proprietor / partner (s) / Director (s) of M/S \_\_\_\_\_ hereby declare that the firm/Company namely M/s. \_\_\_\_\_ was

blacklisted or debarred by any Government Department from taking part in Government tenders for a period of \_\_\_\_\_ years w.e.f \_\_\_\_\_ The period over on \_\_\_\_\_ and now the firm/ company is entitled to take part in Government tender. In case the above information found false I / we are fully aware that the tender/ Contract will be rejected / cancelled by The Marine Products Export Development Authority, Kochi shall be forfeited. In addition to the above The Marine Products Export Development Authority, Kochi will not be responsible to pay the bills for any completed/ partially completed work.

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Capacity in which as signed: \_\_\_\_\_

Name & address of the firm: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Signature of Bidder with seal.

Seal of the firm should be affixed.

## **Service Level Agreement (SLA)**

**Between**

### **Marine Products Export Development Authority (MPEDA)**

Ministry of Commerce & Industry, Govt. of India

Head Office, MPEDA House,

Building No: 27/1162, PB No:4272,

Panampilly Avenue, Panampilly Nagar PO,

Kochi-682 036, Kerala

**AND**

**[Cloud Service Provider Name]**

**[CSP Address]**

**[CSP Contact Information]**

## 1. Introduction

1.1 This Service Level Agreement (SLA) outlines the terms and conditions governing the provision of [Cloud Service Name] services (the “Services”) by [Cloud Service Provider Name] (the “Provider/CSP”) to Marine Products Export Development Authority (the “MPEDA”).

## 2. Scope of Service

The scope of Service includes the provision, configuration, and management of cloud-based servers to meet the specific requirements of the Aqua Trace applications. The servers will be used to host the application backend, database, caching, and other essential components.

***The Provider shall provide the following Services to the Customer:***

### 2.1 Server Specifications

- **Load Balancer:** 4 VCPU cores, 16GB RAM, 150GB SSD, Linux/Ubuntu, Unlimited traffic
- **Mobile App, Web App Server & API Server:** 4 VCPU cores, 16GB RAM, 300GB SSD, Windows 2019, Unlimited traffic
- **Redis Cache Server:** 4 VCPU cores, 16GB RAM, 150GB SSD, Linux/Ubuntu, Unlimited traffic
- **Database Server:** 8 VCPU cores, 32GB RAM, 1.5TB SSD, Linux/Ubuntu, Unlimited traffic
- **Geo Server:** 16 VCPU cores, 64GB RAM, 8TB SSD, Linux/Ubuntu, Unlimited traffic

### 2.2 Technical Requirements

- Regular backups to external storage
- Integration with monitoring tools
- Regular security updates, vulnerability scanning
- Unlimited traffic
- Configured firewall to allow necessary ports and protocols
- Latest security patches and updates
- Compatible with latest web browsers and mobile devices
- Integration with third-party services

## 3 Service Level Commitments

### **3.1 Availability of each cloud service**

**Definition:** Availability means, the aggregate number of hours in a calendar month during which cloud service is actually available for use through command line interface, user/admin portal and APIs (which ever applicable).

**Target:** Availability for each of the cloud service  $\geq 99.5\%$

**Penalty: Penalty as indicated below (per occurrence):**

- a)  $< 99.5\%$  to  $\geq 99.00\%$  - 10% of Quarterly Payment of the Project
- b)  $< 99.00\%$  to  $\geq 98.50\%$  - 15% of Quarterly Payment of the Project
- c)  $< 98.50\%$  to  $\geq 98.00\%$  - 20% of Quarterly Payment of the Project
- d)  $< 98\%$  - 30% of the Quarterly Payment of the Project

In case the services are not available for a continuous period of 8 Business Hours on any day, penalty shall be 100% of the Quarterly Payment of the Project.

### **3.2 Availability of Critical Services (As defined in Annexure B)**

Availability means the aggregate number of hours in any specified time period during which the critical service is actually available for use through command line interface, user/admin portal and APIs (which ever applicable).

**Target:** Availability for each of the critical service  $\geq 99.5\%$

**Penalty: As per MeitY's Guidelines on Procurement of Cloud Services**

### **3.3 Availability of regular reports (SLA , Cloud Services Consumption, Monitoring, Security, & Project Progress)**

**Target:** Regular reports should be submitted to the MPEDA within 5 working days from the end of the month.

**Penalty: As per MeitY's Guidelines on Procurement of Cloud Services**

### **3.4 Availability of the Cloud Management Portal of CSPs**

Availability means the aggregate number of hours in a calendar month during which cloud management portal of CSP is actually available for use.

**Target:** Availability of the Cloud Management Portal of CSP  $\geq 99.5\%$

**Penalty:** As per MeitY's Guidelines on Procurement of Cloud Services

## **4 Performance**

### **4.1 Provisioning of new Virtual Machine**

Time to provide new Virtual Machine (up to 64 core)

**Target:** 95% within 5 minutes

**Penalty:** As per MeitY's Guidelines on Procurement of Cloud Services

### **4.2 Spinning up the Object Storage**

Time to spin up Object Storage

**Target:** 98% within 15 minutes

**Penalty:** As per MeitY's Guidelines on Procurement of Cloud Services

### **4.3 Spinning up the Block Storage**

Time to spin up to 100 GB Block Storage and attach it to the running VM.

**Target:** 98% within 15 minutes

**Penalty:** As per MeitY's Guidelines on Procurement of Cloud Services

### **4.4 Usage metric for all Cloud Services**

The usage details for all the Cloud Service should be available within 15 mins of actual usage.

**Target:** No more than 15 minutes lag between usage and Cloud Service (API) reporting, for 99% of Cloud Services consumed by MPEDA.

**Penalty: As per MeitY's Guidelines on Procurement of Cloud Services**

#### **4.5 Usage cost for all Cloud Service**

The cost details associated with the actual usage of all the Cloud Service should be available within 24Hrs of actual usage.

**Target:** No more than 24 Hrs. of lag between availability of cost details and actual usage, for 99% of Cloud Services consumed by MPEDA

**Penalty: As per MeitY's Guidelines on Procurement of Cloud Services**

### **5 Security**

#### **5.1 Percentage of timely vulnerability reports**

Percentage of timely vulnerability reports shared by CSP/MSP with MPEDA within 5 working days of vulnerability identification.

**Target:** Percentage of timely vulnerability reports shared with MPEDA within 5 working days of vulnerability identification  $\geq 99.95\%$

**Penalty: As per MeitY's Guidelines on Procurement of Cloud Services**

#### **5.2 Percentage of timely vulnerability corrections**

Percentage of timely vulnerability corrections performed by CSP/MSP.

a) High Severity - Perform vulnerability correction within 30 days of vulnerability identification.

b) Medium Severity - Perform vulnerability correction within 60 days of vulnerability identification.

c) Low Severity - Perform vulnerability correction within 90 days of vulnerability identification.

**Target: Maintain 99.95% service level**



**Penalty: As per MeitY's Guidelines on Procurement of Cloud Services**

### **5.3 Security breach including Data Theft/Loss/Corruption**

Any incident wherein system including all cloud based services and components are compromised or any case wherein data theft occurs (includes incidents pertaining to CSPs only)

**Target: No breach.**

**Penalty: As per MeitY's Guidelines on Procurement of Cloud Services**

### **5.4 Security Incident (Malware Attack/ Denial of Service Attack/ Data Theft/ Loss of data/ Intrusion or Defacement (Applicable on the CSP's underlying infrastructure)**

***Security incidents could consist of any of the following:***

**Malware Attack:** This shall include Malicious code infection of any of the resources, including physical and virtual infrastructure and applications.

**Denial of Service Attack:** This shall include non-availability of any of the Cloud Service due to attacks that consume related resources. The Service Provider shall be responsible for monitoring, detecting and resolving all Denial of Service (DoS) attacks.

**Intrusion:** Successful unauthorized access to system, resulting in loss of confidentiality/ Integrity/availability of data. The Service Provider shall be responsible for monitoring, detecting and resolving all security related intrusions on the network using an Intrusion Prevention device.

**Penalty: As per MeitY's Guidelines on Procurement of Cloud Services**

## **6 Support Channels-Incident and Helpdesk**

### **6.1 Response Time under Basic Support ( As defined under cloud service bouquet)**

Average Time taken to acknowledge and respond, once a ticket/incident is logged through one of the agreed channels.

This is calculated for all tickets/incidents reported within the reporting month.

**Target:** 95% within 60 minutes

**Penalty:** As per MeitY's Guidelines on Procurement of Cloud Services

### **6.2 Percentage of timely incident report under Basic Support service**

The defined incidents to the cloud service which are reported to the Government Dept. in a timely fashion.

This is represented as a percentage by the number of defined incidents reported within 1 hr. after discovery in a month, over the total number of defined incidents to the cloud service which are reported within the month

**Target:** 95% of the incidents should be reported to MPEDA within 1 Hr. of occurrence

**Penalty:** As per MeitY's Guidelines on Procurement of Cloud Services

### **6.3 Response Time under Enterprise Support**

Average Time taken to acknowledge and respond, once a ticket/incident is logged through one of the agreed channels.

This is calculated for all tickets/incidents reported within the reporting month

**Target:** 95% within 15 minutes

**Penalty:** As per MeitY's Guidelines on Procurement of Cloud Services

### **6.4 Percentage of timely incident report under Enterprise Support**

The defined incidents to the cloud service which are reported to the MPEDA in a timely fashion. This is represented as a percentage by the number of defined incidents reported within 1 hr. after discovery in a month, over the total number of defined incidents to the cloud service which are reported within the month.

**Target:** 95% of the incidents should be reported to MPEDA within 15 min of occurrence.

**Penalty:** As per MeitY's Guidelines on Procurement of Cloud Services

### **6.5 Time to Resolve - Severity 1**

Time taken to resolve the reported ticket/incident from the time of logging.

**Target:** For Severity 1, 95% of the incidents should be resolved within 30 minutes of problem reporting.

**Penalty:** As per MeitY's Guidelines on Procurement of Cloud Services

### **6.6 Time to Resolve - Severity 2,3**

Time taken to resolve the reported ticket/incident from the time of logging.

**Target:** 95% of Severity 2 within 4 hours of problem reporting AND 95% of Severity 3 within 16 hours of problem reporting

**Penalty:** As per MeitY's Guidelines on Procurement of Cloud Services

## **7 Disaster Recover and Data Backup Management**

### **7.1 Recovery Time Objective (RTO)**

Measured during the regular planned or unplanned (outage) change over from DC to DR or vice versa.

**Target:** RTO ≤ 4 hours AND RPO ≤ 2 hours

**Penalty:** As per MeitY's Guidelines on Procurement of Cloud Services

### **7.2 Recovery Point Objective (RPO)**

Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa.

**Target:** RPO ≤ 2 hours

**Penalty:** As per MeitY's Guidelines on Procurement of Cloud Services

### **7.3 Data Migration**

Migration of data from the source to destination system.

**Target:** Error rate < 0.25%

**Penalty:** As per MeitY's Guidelines on Procurement of Cloud Services

## **8 Audit & Monitoring**

### **8.1 Patch Application**

Patch Application and updates to underlying infrastructure and cloud service

**Target:** 95% within 8 Hrs. of the notification

**Penalty: As per MeitY's Guidelines on Procurement of Cloud Services**

### **8.2 Budget Alerts & Notification**

Alerts and Notifications for budgeting and usage based threshold

**Target:** 99% within 10 mins of crossing the Threshold

**Penalty: As per MeitY's Guidelines on Procurement of Cloud Services**

### **8.3 Audit of the Sustainance of Certifications**

No certification (including security related certifications mandated under MeitY empanelment such as ISO27001, ISO27017, ISO27018, ISO20001 etc.) should lapse within the Project duration. Service Provider should ensure the sustenance / renewal of the certificates

**Target:** All certificates should be valid during the Project duration

**Penalty: As per MeitY's Guidelines on Procurement of Cloud Services**

### **8.4 Non-Closure of Audit Observations**

No observation to be repeated in the next audit

**Target:** All audit observations to be closed within defined timelines

**Penalty: As per MeitY's Guidelines on Procurement of Cloud Services**

## **9 Contract Period:**

The Contract will be initially for a period for three Years from award of contract/signing of agreement on the terms & conditions of SLA. The rates of services shall be fixed for a period of three years during the period of contract/signing of agreement. MPEDA reserves the right to curtail or extend the validity of contract based on performance as per SLA.

## **10 Terms of Payment:**

- a) The payment shall be made on submission of the bills on quarterly basis. The bill submitted by the CSP should be duly certified by the concerned project officer of MPEDA. No advance payment will be made. Payment shall be made only on the basis of actual consumption of services, duly supported with the requisite details of services and consumption report. Invoice (i.e. Tax invoice as per Service Tax rules clearly indicating Tax registration number, Service Classification, rate and amount of Tax shown separately).
- b) The Service provider will submit a bill, in the name of MPEDA. No claim for interest will be entertained by the MPEDA in respect of any payment/deposit which will be held with the MPEDA due to dispute between MPEDA and Service provider or due to administrative delay for the reasons beyond the control of MPEDA.
- c) All Taxes as per applicable by Govt. of India from time to time will be deducted from all payments made by MPEDA. The payment is mandatory through NEFT/RTGS only.

## **11. Term and Termination**

This Agreement shall be valid for a period of 3 years from the Effective Date and can be extended at the mutual agreement of the Parties. Either Party may terminate this Agreement (a) MPEDA by giving 30 days' notice to the other Party subject to release of all undisputed pending payments, and (b) CSP by giving ninety (90) days' notice and assisting MPEDA for ease of transition to new service provider. MPEDA also reserves the right to terminate this Agreement immediately for cause, without further notice and without further liability, in the event CSP fails to adhere to any of the conditions contained in this Agreement. For avoidance of doubt, termination of this Agreement will result in termination of any present engagement.

## **12. Arbitration Clause**

In the event of any dispute or difference between the Parties Hereto, such disputes or differences shall be resolved amicably by mutual consultation.

b. If such a resolution is not possible, then the unresolved dispute or difference shall be referred to the arbitration of the sole arbitrator to be appointed by the MPEDA.

c. The arbitrator shall make a reasoned decision/award (the "Award") which shall be final and binding on the PARTIES.

d. During the pendency of Arbitration proceedings, the services as provided by CSP shall continue and CSP shall perform all of their obligations under the Agreement without prejudice to a final outcome of such proceeding.

e. The seat of the Arbitrator shall be at Kochi.

### **13. Exit Management Clause**

MPEDA intends to use cloud services provided by the service provider for a period of 3 years and service provider shall enter into a 3-year contract agreement with MPEDA initially. However, MPEDA reserves the right to terminate the contract at any point of time without any explanation by giving 3 months' notice.

In the event of change of accreditation of CSP (Lower accreditation, losing partnership) MPEDA reserves the right to terminate the contract

The CSP is responsible for both Transitions of the Services as well as Migration of the VMs, Data, Content and other assets to the new environment at no extra cost.

On expiration / termination of the contract, CSP will need to handover complete data in the desired format to MPEDA which can be easily accessible and readable without any additional cost to MPEDA. Data so received should be transportable to any other Public/Private cloud.

The CSP shall carry out the migration of the VMs, data, content and any other assets to the new environment created by MPEDA or any other Agency (on behalf of MPEDA) on alternate cloud service provider's offerings to enable successful deployment and running of MPEDA's solution on the new infrastructure including software licenses at no extra cost.

The CSP shall ensure that all the documentation required by MPEDA for smooth transition (in addition to the documentation provided by the Cloud Service Provider) are kept up to date and all such documentation is handed over to MPEDA during regular intervals as well as during the exit management process.

### **14. Jurisdiction**

All matters/disputes arising out of this contract are subject to the exclusive jurisdiction of courts at Ernakulam.

## **Annexure A – Severity Levels**

### **Severity 1:**

Environment is down or major malfunction resulting in an inoperative condition or disrupts critical business functions and requires immediate attention. A significant number of end users (including public users) are unable to reasonably perform their normal activities as essential functions and critical programs are either not working or are not available

### **Severity 2:**

Loss of performance results in users (including public users) being unable to perform their normal activities as essential functions and critical programs are partially available or severely restricted. Inconvenient workaround or no workaround exists. The environment is usable but severely limited.

### **Severity 3:**

Moderate loss of performance resulting in multiple users (including public users) impacted in their normal functions.

## **Annexure B -Definitions**

- I. **Critical Services:** Critical service may be defined as Register Support Request or Incident; Provisioning / De-Provisioning; User Activation / De-Activation; User ProfileManagement; Security Components, etc.
- II. **Business Hours:** Business hours may be referred as prime business period, which shall be from 08:00 A.M IST till 10:00 PM IST on all days.



## Work Order

Sir,

### **Sub: Work Order – Procuring Cloud-Based Server Infrastructure for Aqua Trace Web & Mobile Applications**

Please refer to our TENDER DOCUMENT NO: EDP-FARM/FEGP/1/2024-O/o SA on the above subject. MPEDA is pleased to award the work order for **Providing Cloud-Based Server Infrastructure for Aqua Trace Web & Mobile Applications** at MPEDA at your quoted rate i.e., \_\_\_\_\_(Rupees\_\_\_\_\_), including GST as detailed and as per the terms and conditions given below. You are directed to execute an agreement with us within 15 days on receipt of this letter. Tender documents and terms and conditions shall form part of the agreement.

Sl. No.	Item Description	Quantity	BASIC RATE	CGST Amount in INR	SGST Amount in INR	Total Amount
<b>1</b>	<b>Load Balancer with unlimited traffic</b>					
1.01	4 VCPU cores					
1.02	16GB RAM					
1.03	150GB SSD					
1.04	Linux/Ubuntu					
<b>2</b>	<b>Mobile App, Web App Server &amp; API Server with unlimited traffic</b>					
2.01	4 VCPU cores					
2.02	16GB RAM					
2.03	300GB SSD					
2.04	Windows 2019					
<b>3</b>	<b>Redis Cache Server with unlimited traffic</b>					
3.01	4 VCPU cores					

3.02	16GB RAM					
3.03	150GB SSD					
3.04	Linux/Ubuntu					
4	<b>Database Server (PostgreSQL) with unlimited traffic</b>					
4.01	8 VCPU cores					
4.02	32GB RAM					
4.03	1.5TB SSD					
4.04	Linux/Ubuntu					
5	<b>Geo Server with unlimited traffic</b>					
5.01	16 VCPU cores					
5.02	64GB RAM					
5.03	8TB SSD					
5.04	Linux/Ubuntu					
6	<b>DR Charges</b>					

## 1. TERMS AND CONDITIONS OF CONTRACT

1.1 At the same time as the MPEDA notifies the successful bidder through CPP Portal, the work order will be issued to the official E-mail Id of the bidder.

1.2 The bidder shall acknowledge the same and will revert with the letter of acceptance of the work order immediately.

1.3 The successful bidder shall arrange the Performance Security in accordance with the Clause of the tender document within 15 days of acceptance of the order.

1.4 Subject to fulfilment of condition at Sr.No.1.2 to1.4, successful bidders shall execute the contract on non-judicial stamp paper of Rs. 200/- requisite Denomination within 15 days of issue of work order for commencement of contract. Non-fulfilment of the condition of executing a contract by the contractor would constitute sufficient ground for annulment of the award.

## **2. PERFORMANCE SECURITY**

**2.1 The bidder shall furnish a Performance security for an amount equal to 5% of bid amount in the form of Bank Guarantee from any nationalized/scheduled Bank at the time of execution of contract with a validity period of 38 months.**

2.2 This BG will be released after satisfactory fulfilment of the contract and all accounts thereafter are settled after two months from the date of last bill raised subject to adjustment of any claim of MPEDA, arisen out of terms & conditions pertaining to the tender.

## **3. PAYMENT TERMS**

- a) The payment shall be made on submission of the bills on quarterly basis. The bill submitted by the bidder should be duly certified by the concerned project officer of MPEDA. No advance payment will be made. Payment shall be made only on the basis of actual consumption of services, duly supported with the requisite details of services and consumption report. Invoice (i.e. Tax invoice as per Service Tax rules clearly indicating Tax registration number, Service Classification, rate and amount of Tax shown separately).
- b) The Service provider will submit a bill, in the name of MPEDA. No claim for interest will be entertained by the MPEDA in respect of any payment/deport which will be held with the MPEDA due to dispute between MPEDA and Service provider or due to administrative delay for the reasons beyond the control of MPEDA.

All Taxes as per applicable by Govt. of India from time to time will be deducted from all payments made by MPEDA. The payment is mandatory through NEFT/RTGS only.

You are requested to acknowledge the receipt of the work order and submit a letter of acceptance of the work order obliging to the above terms and conditions. After receipt of the acceptance letter, the agreement will be executed with terms and conditions.

Yours faithfully,

(K.S. Pradeep IFS)

Secretary