NOTICE INVITING TENDER (e-tender)

FOR

Procurement of Services for Support of SAP Systems at EPI which are being used at our corporate office, New Delhi and other Regional Offices at Kolkata, Chennai, Mumbai, Guwahati, Hyderabad, Oman and Srilanka including the change Management Services (As & When Required Basis)

TENDER NOTICE NO: DLI/CON/ITD/613 dated 18.01.2018

Single stage two envelope system (e-tender) is invited for “Procurement of Services for Support of SAP Systems at EPI which are being used at our corporate office, New Delhi and other Regional Offices at Kolkata, Chennai, Mumbai, Guwahati, Hyderabad, Oman and Srilanka including the change Management Services (As & When Required Basis)”.

The detailed description, Scope of work, technical specifications, instructions to bidders etc. are as follows:

1.1 DETAILS OF THE PROJECT:

SAP system is implemented at EPI and being used at our Corporate office, New Delhi, other regional offices at Kolkata, Chennai, Mumbai, Guwahati, Hyderabad, Oman and Srilanka.

This system is installed at our Data Centre, Faridabad which is configured in virtualized environment technology which includes SAP servers and SAN storage configured with High availability / Load balancing mode using SUSE Linux as operating System and SYBASE as backend Database. Following modules of SAP system are implemented as per user requirements:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Module</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Human Resources Management including Payroll, E Recruitment and Employee Self Service (ESS/ MSS),</td>
</tr>
<tr>
<td>2.</td>
<td>Financial &amp; Accounting Module, (FICO)</td>
</tr>
<tr>
<td>3.</td>
<td>Document Management System (DMS)</td>
</tr>
</tbody>
</table>

Table: 1 SAP (ECC 6.0) Modules

Approximately 60 professional users & 1000 ESS users are using SAP system to carry out different functions.
1.2 **TENDER OBJECTIVE:**

We require SAP support partners to provide Onsite support (as & when required) and offsite support) on Technical (L1, L2 & L3) including day to day SAP BASIS Administration, Data Management, Backup etc. and functional support in implemented modules. The selected Bidder will provide Technical and Functional support services for SAP mainly in following areas:

A. Improve employee/end-user experience to the SAP System.
B. Deliver scalability/flexibility to react to EPIL’s ongoing business needs Support EPIL in improving Efficiency in its functioning.
C. Provide hand-holding / support / Training to end users.
D. To update/install SAP notes/Patches/Service pack etc. regularly upon release by SAP.
E. Provide maintenance / customization / configuration/ change requests for new additions / Debugging /Process improvement / Enhancement.
F. DC/DR support related to SAP installation/Configuration/Backup.
G. To take over the existing SAP system within four weeks’ time from the date of issuing the work order from our existing implementation partner.
H. To provide BASIS support to any kind of 3rd Party Implementation Vendor of EPI to create development environment / transport to production system with the consent of EPI.

The scope of this proposal is to include SAP (ERP) helpdesk and incident Management integrated L1 (application helpdesk), L2 (Issue analysis, configuration, etc.) and L3 (minor enhancements) along with System Administration services through an Offshore application management team. Additionally, any new enhancements and developments which is of more than 6 Man-Days effort is not included in the scope of support services and the same will be taken through change management process.
**Unit-2**

2. **Data Sheet**

Please refer to Key Details below in the Data Sheet for all important information related to procurement of services for post implementation support of SAP systems.

<table>
<thead>
<tr>
<th>S.no</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tender No</td>
<td>DLI/CON/ITD/613</td>
</tr>
<tr>
<td>2.</td>
<td>Tender Type</td>
<td>Open Tender (e-tender)</td>
</tr>
<tr>
<td>3.</td>
<td>Name of Work</td>
<td>Procurement of Services for Support of SAP Systems at EPI which are being used at our corporate office, New Delhi and other Regional Offices at Kolkata, Chennai, Mumbai, Guwahati, Hyderabad, Oman and Srilanka including the change Management Services (As &amp; When Required Basis)</td>
</tr>
<tr>
<td>4.</td>
<td>Estimated Cost</td>
<td>Rs.18 Lacs</td>
</tr>
<tr>
<td>5.</td>
<td>Contract period of the Work</td>
<td>AMC for 1 year (One year) from the date of deputing onsite (as &amp; when required)/offsite team (may further be extended for 2 years if Bidder and Customer mutually agrees to)</td>
</tr>
<tr>
<td>6.</td>
<td>Cost of Tender document</td>
<td>Rs.5,000/- (Non-refundable) in the form of crossed demand draft from any nationalized/scheduled Bank in favour of ‘Engineering Projects (India) Ltd’, payable at New Delhi.</td>
</tr>
<tr>
<td>7.</td>
<td>Publishing Date of the Tender</td>
<td>18.01.2018</td>
</tr>
<tr>
<td>8.</td>
<td>Last date for submission of queries to Tenders</td>
<td>26.01.2018 at 5:00 pm</td>
</tr>
<tr>
<td>9.</td>
<td>Date, time and venue for Pre-Bid Meeting</td>
<td>30.01.2018 at 11:30 am</td>
</tr>
<tr>
<td>10.</td>
<td>Earnest Money Deposit</td>
<td>Rs.36,000/- only (Refundable) in the form of crossed demand Draft from any nationalized/scheduled Bank in favour of ‘Engineering Projects (India) Ltd’, payable at New Delhi.</td>
</tr>
<tr>
<td>11.</td>
<td>Address for submission of Tender document</td>
<td>ED (Contracts) Engineering Projects (India) Ltd, 3rd floor, Core 3, Scope Complex, 7, Lodhi Road, New Delhi – 110003,</td>
</tr>
</tbody>
</table>
12. Last date of Procurement of tender document: 07.02.2018 at 12:00 PM

13. Last date and time for submission of Tenders: 08.02.2018 at 12:00 PM

14. Bid Opening (Techno-Commercial): 08.02.2018 at 2:30 PM

15. Bid Opening (Price): Will be informed to the technically qualified bidders separately.

Please note carefully Instructions to the bidders, the requirements for submitting Tenders and the date and time for submittal. The Tenders must be received in the office of EPI not later than the specified date and time. Tenders received after the due date and time or those which are incomplete are liable to be rejected. Further, corrigendum/ addendum, if any, issued to the tender document, shall also be published on the website. It is the bidder's responsibility to submit the completed tender document taking into account all addenda/corrigenda issued. EPI reserves the right to accept or reject any or all Tenders received or annul this Tender process at its absolute discretion without assigning any reason whatsoever. The detailed description, Scope of work, Qualification/ Eligibility Criteria, instructions to bidders etc. are as follows:-
3. **Pregualification Criteria**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Parameters</th>
<th>Requirement Description</th>
<th>Supporting Document Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The bidder should be an Indian Company registered under the Companies Act 1956 for the last 5 years and the bidder must have office in Delhi/NCR.</td>
<td>-</td>
<td>Copy of proof to be enclosed.</td>
</tr>
<tr>
<td>2.</td>
<td>Bidder should be an SAP Implementation/ Support partner.</td>
<td>-</td>
<td>Copy of the Certificate to be provided.</td>
</tr>
<tr>
<td>3.</td>
<td>The bidder should have average annual turnover of at least Rupees 9 Lakhs (Rupees Nine Lakhs only) during last three years ending 31st March 2017 in SAP implementation/ Support/ Training projects.</td>
<td>-</td>
<td>Chartered Accountant certificate showing average annual turnover from SAP implementation/ Support/ Training projects for last three years ending 31st March 2017 to be enclosed along with audited copy of Balance sheet &amp; Statement of Profit &amp; Loss.</td>
</tr>
<tr>
<td>4.</td>
<td>Bidder should have experience in Implementation/Support/ Training.</td>
<td>Experience of having executed SAP implementation/ Support/ Training projects during the last three years ending 31st March 2017 as below:- The bidder should have undertaken at least Three assignments in SAP implementation/ Support/ Training projects of each amount Rs.7.20 Lakhs or above in the past three years. OR The bidder should have undertaken at least Two assignments in SAP implementation/ Support/ Training projects of</td>
<td>Client work orders/ Testimonials etc. The experience certificates issued by Government Organizations/Semi Government Organizations/State Government Public Works Department/Central Government/Public sector Undertakings/Autonomous Bodies/Municipal Bodies/Public Limited Companies listed on BSE/NSE and private party shall be accepted for assessing the eligibility</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td></td>
<td>each amount Rs.10.80 Lakhs or above in the past three years. OR The bidder should have undertaken at least One assignments in SAP implementation/ Support/ Training projects of each amount Rs.14.4 Lakhs or above in the past three years.</td>
<td>of the tenderer. However, the certificates issued by Public Limited Company &amp; Private Party must be supported by work order &amp; TDS certificates. TDS certificates for full contracts value as mentioned in the work order must failing which the same shall not be considered.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Public sector/Govt. Sector experience in India</td>
<td>Out of these above projects executed, at least one company should be Govt. /PSU.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>SAP experience</td>
<td>The bidder should have experience of at least one projects consisting of the following modules: FICO/HR/ESS/ Payroll</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>The bidder should not have been blacklisted in any of the Central or State Government departments including PSU's.</td>
<td>(Attach Undertaking)</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>The bidder should have registration under GST&amp; should have valid GSTIN number. The bidder must submit as compliances of GST Act, the invoices in GST compliant format, failing which the GST amount shall be recovered/ adjusted by EPI without any prior notice from the next invoices or available dues with EPI. The bidder is requested to update/ upload the GST/ Taxes data periodically so as to avail Input Tax Credit (ITC) by EPI, failing which it shall be recovered/ adjusted by EPI without any prior notice from the next invoices or available dues with EPI. Also bidder need to consider all ITC received/receivable by it so as to ensure that as per GOI orders quoted prices are after due</td>
<td>(Attach copy of certificate)</td>
<td></td>
</tr>
</tbody>
</table>
passing or the ITC benefit to the consumer.

9. Bidders have to submit confirmation letter whether they are registered under MSME Act or not and if yes, then relevant copies of the registration letter (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC) to be enclosed in Technical Bid and a request letter for exemption from submission of Tender fee and EMD

(Attach Copy)

Unit-4

4. **Scope of work**

Following will be the scope of work:

A. The scope of this proposal is to include SAP (ERP) helpdesk and incident Management integrated L1 (application helpdesk), L2 (Issue analysis, configuration, etc.) and L3 (minor enhancements) along with System Administration services through an Offshore application management team/ On-site (if required). Additionally, any new enhancements and developments which is of more than 6 Man-Days effort is not included in the scope of support services and the same will be taken through change management process.

B. To acquire Knowledge from existing implementation partner regarding:
   - Modules Implemented at EPIL
   - Processes configured.
   - Customizations done so far
   - Collect and understand all the documents (Business Blue Print, Test scripts, User Manuals, Configuration documents, Customization documents, related other documents)

C. Post Implementation SAP Support Services (ECC 6.0) with a combination of Onsite / Offshore team. The selected Bidder will provide Technical and Functional support services for SAP mainly in following areas for the SAP modules listed in above:
   - Improve employee/end-user experience to the SAP System
   - Deliver scalability/flexibility to react to EPIL ongoing business needs
   - Support EPIL in improving Efficiency in its functioning.

D. In the event of system crash, Bidder will restore the last available backup and the system will made available in a running condition as per agreed operating parameters.
E. To take over the existing SAP system within four weeks' time from the date of issuing the work order from our existing implementation partner.

Support to be provided with following Onsite / Offshore model

<table>
<thead>
<tr>
<th>S.No</th>
<th>Type of consultant</th>
<th>Onsite / Offsite</th>
<th>Qty</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Coordinator (Functional experts)</td>
<td>Onsite (as &amp; when required)</td>
<td>1</td>
<td>For coordination of onsite team, offshore team, understanding and facilitation of EPIL requirement.</td>
</tr>
<tr>
<td>2.</td>
<td>Functional</td>
<td>Offsite</td>
<td>1</td>
<td>Finance and Accounting (FICO) (including other sub module like GST, PF System etc.)</td>
</tr>
<tr>
<td>3.</td>
<td>Functional</td>
<td>Offsite</td>
<td>1</td>
<td>HRMS (Human Resources Management) (including other sub module like Payroll, ESS / MSS, E-recruitment etc.)</td>
</tr>
<tr>
<td>4.</td>
<td>Technical</td>
<td>Offsite</td>
<td>1</td>
<td>1. BASIS support, Patch updation, Note updation, User authorization, Backup and Restoration etc. and 2. ABAP, Portal (EP) &amp; Reports.</td>
</tr>
</tbody>
</table>

However, depending on the requirement:

I. EPIL may ask to swap onsite consultant(s) with offshore consultant(s) for different module(s) for mutually agreed period. (In this case, no financial implication)

II. EPIL may ask any offshore consultant to work from onsite for mutually agreed period. (In this case, no financial implication)

III. For FICO/HRMS/DMS/BASIS/ABAP need based onsite support may be required. For other module also need based onsite support may be required.

IV. However, it is desirable to depute Project Co-ordinator having cross functional knowledge.

**Following should be the profile of consultants for this project:**

<table>
<thead>
<tr>
<th>Project Coordinator</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Have proven SAP Techno-Functional knowledge in multiple modules to guide onsite / offshore team effectively</td>
</tr>
<tr>
<td></td>
<td>• SAP certified in any module listed in Table-1</td>
</tr>
<tr>
<td></td>
<td>• SAP Implementation experience (end to end) in at least 3 projects</td>
</tr>
<tr>
<td></td>
<td>• At least 8-year experience in SAP environment</td>
</tr>
<tr>
<td></td>
<td>• SAP certified in respective module</td>
</tr>
<tr>
<td>Onsite consultant</td>
<td>Offshore consultant</td>
</tr>
<tr>
<td>-------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>• SAP Implementation / Support experience in at least 2 projects with domain experience&lt;br&gt;• At least 3 years SAP Implementation / Support experience</td>
<td>• SAP certified in respective module is desirable&lt;br&gt;• SAP Implementation / Support experience in at least 2 projects with domain experience&lt;br&gt;• At least 3-year experience in SAP Implementation / Support</td>
</tr>
</tbody>
</table>

Successful bidder will have to provide supporting documents of their Onsite / Offshore consultants. Successful bidder will provide contact details of their offshore team.

**Support Activities:**

a) Training  
b) Change Request (Including Configuration change, Process change, Customization) as per requirement.  
c) Bug fixing  
d) System Maintenance / Process improvement / Enhancement.  
e) SAP Patch up-gradation including SAP notes in all the above modules.  
f) Maintain backups of the implemented system  
g) OEM Support – Liaisoning with SAP towards OEM services for system performance, upgrades / patches etc.  
h) Document Management system workflow creation and management  
i) EPIL SAP Enterprise portal management  
j) Integration with other softwares like DMS  
k) Resolving Work breakdown Structure challenge  
l) Addressing the process issues that need to be addressed in order to use the system properly  
m) Attending to the requests for functionality that was not included in the original project scope within the implemented SAP modules.  
n) Resolving Requests for additional reports as per EPIL requirements.  
o) Helping EPIL users to correctly carry out transactions in SAP ERP.  
p) Managing SAP ERP Hardware Landscape and Virtualization.  
q) Irrespective of whether support is onsite or offsite, support activities and scope will remain same.  
r) Provide Documentation:  
   a. Functional specification of all Change Request  
   b. Configuration document  
   c. User Manual  
   d. Test script, Test case, Test data, Test results  
   e. Training Material  

Note:

1. EPIL shall provide SAP connectivity and access to offsite consultants.  
2. In case Successful Bidder wants to change any onsite / offsite consultant, prior approval of EPIL is required.
3. In case situation required change of any onsite consultant due any compelling reason(s) then, successful bidder shall ensure required knowledge transfer to new consultant from the outgoing consultant/existing knowledge base.

4. At end of contract, Successful Bidder shall provide documentation for:
   i) changes made in the system
   ii) Issue list and closure status
   iii) Configuration document
   iv) User Manual
   v) Test script, Test case, Test data, Test results
   vi) Training Material
   vii) Details of all the customization since inception
   viii) Approved Business Blue print documents

5. Knowledge transfer Documents

6. Onsite team will follow EPIL work calendar, rules and regulations.

7. For Onsite resources, following process will be followed:
   a. CVs of proposed resources should be submitted to EPIL.
   b. After approval of CVs, EPIL will take interview of proposed resource.
   c. After above two steps and approval of EPIL, Onsite resource can be deployed.

8. If Onsite resource is not found satisfactory, the Bidder should replace the consultant with immediate effect.

9. Onsite consultants should be available fulltime at EPIL – Corporate office, New Delhi. Necessary seating arrangements will be provided including internet.

10. Onsite team members may have to visit different EPIL offices in New Delhi, if required.

11. Confidentiality of the process and system shall have to be maintained.

12. In case the Successful Bidder abandons the work or fails to execute the work or work is not satisfactory, the EPIL may cancel the work order by giving 30 days written notice and PBG will be forfeited.

**Confirmation of Support Modules**
Bidder is required to confirm that Bidder will provide support for following modules.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Module</th>
<th>Bidder’s confirmation (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Financial and Control (FICO) (Including other sub module like GST, PF System etc.)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>HRMS (Human Resources Management) (including other sub module like Payroll, ESS / MSS, E- recruitment etc.)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Miscellaneous support like BASIS, ABAP, Database, Linux OS, Virtualization, Cross functional module support, etc</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>DMS (Document Management system)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>BASIS support to any kind of 3rd Party Implementation Vendor of EPI to create development environment / transport to production system with the consent of EPI.</td>
<td></td>
</tr>
</tbody>
</table>
5. **Special Terms & Conditions**

5.1 **Performance Security**

The Performance Security shall be submitted by the successful bidder within 14 days of LOA/Work order in the form of a Bank Guarantee from any nationalized/scheduled Bank as per the format specified by EPI. The Performance security shall be 5 % of the total contract value. The Performance Security is to ensure due performance of all obligations of the Contractor under the Contract against an event of default by the Contractor and/or any Material Breach of its obligations there under. The Performance Security shall be kept valid for a period of 6 months (six months) beyond the expiry of the Contract/Warranty period and Post Implementation Support.

5.2 **Obligations of the Parties**

i) The procurement of services for post implementation support of SAP systems at our Corporate office, New Delhi and other regional offices at Kolkata, Chennai, Mumbai, Guwahati, Hyderabad, Oman and Srilanka shall perform all Services in accordance with the Scope of the Work/Services as stated in the section ‘Scope of Work’ of section 6 including all related Works/services there of.

ii) The support agency shall exercise reasonable skill, care and diligence in the performance of his obligations under the agreement.

iii) Neither party will make any promise, representation nor give any warranty or guarantee with respect to services and products, which are not authorized by the other party.

iv) Neither party shall have the right or authority to assume or to create any obligation or responsibility to assume or to bind on behalf of or in the name of other party in any manner apart from the rights and obligation arising out of the terms and conditions of the Contract.

5.3 **Assistance to the** services for post implementation support of SAP systems at our Corporate office, New Delhi and other regional offices at Kolkata, Chennai, Mumbai, Guwahati, Hyderabad, Oman and Srilanka

EPI shall assist the services for post implementation support of SAP systems at our Corporate office, New Delhi and other regional offices at Kolkata, Chennai, Mumbai, Guwahati, Hyderabad, Oman and Srilanka in:

i) Providing access wherever it is required for providing the Services as per the Scope of Work.

ii) Providing required infrastructure and environment, if so required under the Scope of the work.
5.4 Duration of Contract

AMC for 1 year (One year) from the date of deputing onsite (as & when required)/offsite team (may further be extended for 2 years if Bidder and Customer mutually agrees to).

5.5 Schedule of payments:

Support part: At end of each quarter.
Change Management: 100% of total Man-day charges after successful implementation based on separate work order issued.

5.6 Effective Date of Contract

EPI will issue the Purchase Order / work Order along with terms & conditions to the successful Bidder.

This Contract shall come into force and effect on the date of letter of acceptance of work order issued by EPI. On acceptance of the LOA, the Implementation Partner shall take action as per the scope of work specified in clause no. 6.

5.7 Delays in the contractor’s performance

Time is the essence of the Contract. Delivery of the deliverables and performance of the services shall be made by the Implementation Partner in accordance with the time schedule drawn at the time of start of work and mutually agreed by the EPI and Implementation Partner. In case the delivery is not completed in the stipulated delivery period, as indicated, EPI reserves the right either to short close /terminate the contract as per clause 5.9 and/or recover liquidated damage as indicated under clause 5.10 & 5.11 of this document. The termination/short closing of the contract shall be the responsibility of the Support Partner and EPI reserves the right to get the balance work completed at the risk and cost of the Support Partner.

5.8 Extension of Time

i) Time is essence of the contract. EPI reserves the right for consideration to grant extension of time on request of the Support Partner in exceptional circumstances provided the delay is not attributable to Support Partner.

ii) If at any time during the performance of the contract, the Contractor encounters condition impending timely delivery of the deliverables and performance of service, the Support Partner shall promptly notify to the EPI in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Support Partner’s notice, the EPI shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 4 weeks per module and not more than 12 weeks in all. The decision regarding extension of time shall be communicated within two weeks of the receipt of request.

5.9 Liquidated damages
The bugs will be categorized as follows:

i. 1-Critical: The defect results in the failure of the complete or major software system, and/or of a subsystem, and/or of a software unit (program or module) within the system and the system is not available at present.

ii. 2-Major: The defect results in the failure of the complete software system, and/or of a subsystem, and/or of a software unit (program or module) within the system. There is no way to make the failed component(s) work completely; however, there are acceptable processing alternatives which will yield the desired result.

iii. 3-Average: The defect does not result in a failure, but causes the system to produce incorrect, incomplete, or inconsistent results, or the defect impairs the system usability.

iv. 4-Minor: The defect does not cause a failure, does not impair usability, and the desired processing results are easily obtained by working around defect.

v. 5-Exception: The defect is the result of non-conformance to a standard, is related to aesthetics of the system, or is a request for an enhancement. Defects at this level may be deferred or ignored.

vi. All on-site comprehensive warranty maintenance work, where the severity of the bug is 1 or 2 (as per categorization in acceptance criteria above), is to be carried out within 24 hours of reporting the problem, for 95% of the bugs reported.

vii. All on-site comprehensive warranty maintenance work, where the severity of the bug is 3 or 4 (as per categorization in acceptance criteria above) is to be carried out within 48 hours of reporting the problem, for 95% of the bugs reported.

viii. In case delay of resolution beyond the time limit mentioned above, Liquidated Damages (LD) clause shall be applicable as mentioned below.

5.10 Supply and Implementation part

The date of delivery of the modules stipulated at the time of System Requirement Specification (SRS) of each module should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of EPI and be accepted by EPI, such deliveries will not deprive EPI of its right to recover liquidated damages as mentioned below.

Should the contractor fail to deliver any module within the period prescribed and agreed for delivery, then EPI, without prejudice to other remedies available to it shall be entitled to recover liquidated damages, a sum equivalent to 0.5% of the value of the delayed delivery for each week of delay or part thereof for a period up to 10 (Ten) weeks, and thereafter at the rate of 1.0% of the value of the delayed delivery for each week of delay or part thereof for another Ten weeks of delay subject to maximum 10 % of the total value of the contract.

5.11 Support part

i. In case of a delay of resolution after 24 hours for category 1 & 2 types of bugs a sum of Rupees 500/- (Rupees Five Hundred Only) per hour or a part thereof shall be deducted.
till the resolution of the same, from the quarterly warranty maintenance and support charges as applicable.

ii. In case of a delay after 48 hours for category 3 or 4 bugs a sum of Rupees 250/- (Rupees Two Hundred Fifty Only) per hour or a part thereof shall be deducted from the quarterly warranty maintenance and support charges as applicable.

iii. The upper ceiling of the penalty on the on-site comprehensive warranty, maintenance and support services shall be the total amount to be paid to the Implementation Partner for providing on-site warranty maintenance and support services in a year under the contract. In case the total penalty in a year is more than the balance payment to be made to the Implementation Partner during the year, EPI may request the Implementation Partner to deposit the amount with EPI within a stipulated time period or may revoke the performance guarantee either in part or full to realize the outstanding dues for non-performance of the contract.

5.12 Force Majeure

Force Majeure Events shall mean one or more of the following acts or events:

a) Acts of God or events beyond the reasonable control of the affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, fire or landslide;

b) Strikes or boycotts (other than those involving the Implementation Partner or its employees/ representatives or attributable to any act or omission of any of them) interrupting supplies and services to the public for a period exceeding a continuous period of seven (7) days.

c) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion which prevents or restricts the performance by the Implementation Partner of its obligations for a period exceeding a continuous period of seven (7) days.

As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other Parties of the same, setting out the details of such Force Majeure Event.

Upon the occurrence of any Force Majeure Event, the following shall apply:

i. There shall be no Termination;

ii. The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure Event;

iii. The Implementation Partner will not be liable to pay the Liquidated Damages for the period for which the Force Majeure events persist.

Upon the cessation of any Force Majeure Event, the Parties shall immediately resume their respective obligations.

5.13 Event of Default and Termination
EPI may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Implementation Partner, terminate this contract in whole or in part. The Event of Default by the Implementation Partner shall be as set out below:

i) Material Breach to meet any of its obligations and which breach the Implementation Partner fails to cure for a period of 30 days (or such longer period as the EPI may authorize in writing) after receipt of the default notice from EPI;

ii) The Implementation Partner fails to deliver any or all of the deliverables to the satisfaction of the EPI within the time period(s) specified in the contract, or any extension thereof granted by the EPI pursuant to clause 7.7

iii) The Implementation Partner has abandoned the Work(s) as set out in the Scope of Work;

iv) The Implementation Partner has been declared insolvent;

v) A resolution has been passed for voluntary winding up of the Implementation Partner;

vi) Any petition for winding up of the Implementation Partner has been admitted and liquidator or provisional liquidator has been appointed or the Implementation Partner has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of EPI provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all obligations of the Implementation Partner;

vii) The Implementation Partner has unlawfully repudiated the Contracts or has otherwise expressed an intention not to be bound by the Contracts.

In the Event of Default of the Implementation Partner in relation to the Work, EPI shall, without prejudice to any other right that it may have, be entitled to encash the Performance Security(ies) for such work(s) and terminate Contract at its sole discretion and get the work executed at the risk and cost of Implementation Partner.

EPI reserves the right to terminate the Contract by giving 1 (one) month advance notice in writing to the Implementation Partner, without assigning any reason there of.

5.14 Effect of Termination

Notwithstanding any other rights and remedies provided elsewhere in the Agreement, on termination of this Contract:

i) Neither party will represent the other party in any of its dealings. Either party shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the other party is still providing services as provided under this Contract.

ii) Both the parties will settle, within seven working days of Termination of this Contract all the outstanding dues of the other party save and except the dues under dispute.

iii) Each party shall not use each other’s name, trademark, brand name, logo, etc. in any visual form after termination of this Contract.

iv) EPI shall not be prevented from usage of ERP solution which would have been already developed and implemented under the scope of contract.

v) For the incomplete modules EPI may obtain the services from other agencies at Implementation Partner’s risk and cost, upon such terms and in such manner as it deems appropriate and the Implementation shall be liable to the EPI for payment of
any excess cost over and above what was agreed to in the contract for such similar services.

vi) The expiration or termination of the Contract for any reason whatsoever shall not affect any obligation of either party having accrued under the Agreement prior to the expiration or termination of the Contract and such expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the Contract.

5.15 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, Speed post, courier or facsimile to such Party at the address given in the proposal document for issue of proposal document.

5.16 Jurisdiction

All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in the Delhi court alone.

5.17 Arbitration of Dispute

EPI and the Implementation Partner shall make efforts to settle disputes amicably. Only if amicable settlement is not possible, the same shall be referred to the sole arbitration of the Chairman & Managing Director of EPI or the person appointed by CMD EPI and the decision of the Arbitrator shall be final and binding on both the parties.

5.18 All other terms and conditions as per GPC & GCC of EPI. Bidders are requested to see GPC and GCC of EPI before submission of bids.
<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Full Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>BCV</td>
<td>Business Continuance Volume</td>
</tr>
<tr>
<td>BOM</td>
<td>Bill of Material</td>
</tr>
<tr>
<td>COTS</td>
<td>Commercially Off-the shelf</td>
</tr>
<tr>
<td>DBA</td>
<td>Database Administrator</td>
</tr>
<tr>
<td>DC</td>
<td>Data Centre</td>
</tr>
<tr>
<td>DR</td>
<td>Data Recovery</td>
</tr>
<tr>
<td>EMD</td>
<td>Earnest Money Deposit i.e Bid Security</td>
</tr>
<tr>
<td>EPI</td>
<td>Engineering Projects (India) Ltd</td>
</tr>
<tr>
<td>ERP</td>
<td>Enterprise Resource Planning</td>
</tr>
<tr>
<td>GPC</td>
<td>General Purchase Conditions</td>
</tr>
<tr>
<td>GCC</td>
<td>General Contract Conditions</td>
</tr>
<tr>
<td>HR</td>
<td>Human Resource</td>
</tr>
<tr>
<td>INR or ₹</td>
<td>Indian Rupees</td>
</tr>
<tr>
<td>LOA</td>
<td>Letter of Award</td>
</tr>
<tr>
<td>LOI</td>
<td>Letter of Intent</td>
</tr>
<tr>
<td>LAN</td>
<td>Local Area Network</td>
</tr>
<tr>
<td>MPLS</td>
<td>Multiprotocol Label Switching</td>
</tr>
<tr>
<td>NIT</td>
<td>Notice Inviting Tender</td>
</tr>
<tr>
<td>OEM</td>
<td>Original Equipment Manufacturer</td>
</tr>
<tr>
<td>POC</td>
<td>Proof of Concept.</td>
</tr>
<tr>
<td>PSU</td>
<td>Public Sector Undertaking</td>
</tr>
<tr>
<td>SAN</td>
<td>Storage Area Network</td>
</tr>
<tr>
<td>SLA</td>
<td>Service Level Agreement</td>
</tr>
<tr>
<td>SOA</td>
<td>Service Oriented Architecture</td>
</tr>
<tr>
<td>SRS</td>
<td>System Requirement Specification</td>
</tr>
<tr>
<td>VPN</td>
<td>Virtual Private Network</td>
</tr>
<tr>
<td>WAN</td>
<td>Wide Area Network</td>
</tr>
<tr>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
</tr>
</tbody>
</table>
6. Financial Bid format (Price Bid):

Please provide your financial offer in following format only.

6A. Application Management Support Services

<table>
<thead>
<tr>
<th>S.no</th>
<th>Description</th>
<th>Amount (Inclusive of all taxes and duties etc.)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Annual Maintenance Charges</td>
<td></td>
<td>New enhancement/ development within six man-days effort for each ticket is included.</td>
</tr>
</tbody>
</table>

6B. Change Management Services (As & when required)

<table>
<thead>
<tr>
<th>S.no</th>
<th>Description</th>
<th>Amount (Inclusive of all taxes and duties etc.)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Man day Charges</td>
<td></td>
<td>New enhancement/ development that exceeds Six man-days effort and other items that are not covered in AMC.</td>
</tr>
</tbody>
</table>

Note:
- Procedure for evaluation of L1 bidder = 6A (Application Management Support Services) + 6B (Change Management Services (As & when required))
- Separate work order will be issued for every change management requirement.

Unit-7

Instruction to Bidders

i. Tender fee, EMD (In original), Power of Attorney, NSIC/MSME certificate ,if bidder is claiming EMD/Tender fee exemption and Pass Phrase (Both for technical and financial bid in separate envelope) to decrypt the bid must be submitted in physical form at the address given at the following address:

ED (Contracts),
on or before Last date and time of online bid submission. If the above documents are not received in time then their offer shall not be considered and EPI shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

ii. The bidders are required to deposit Earnest Money Deposit (EMD) of an amount of Rs. 36,000/- (Rupees Thirty-Six Thousand Only) as follows:

a) The EMD shall be in the form of Crossed Demand Draft drawn in favour of Engineering Projects (India) Ltd., New Delhi. Tenders not accompanied with EMD shall be rejected. No interest shall be payable for the sum deposited as EMD.

b) The bidders are also required to deposit Tender Document Fees (Non Refundable) of an amount of Rs. 5,000/- (Rupees Five Thousand Only) in the form of crossed Demand Draft drawn in favor of Engineering Projects (India) Ltd., New Delhi. Tenders not accompanied with Tender Document Fee shall also be rejected.

iii. EPI reserves the right to postpone the tender submission date and issue required amendment, if any. Selected bidders may be called for discussions/ clarifications/ presentation after the tenders have been scrutinized.

iv. No deviation shall be allowed from the terms and conditions stipulated in the ‘Tender Documents’ and tender containing deviations are liable to be rejected. If any Deviation is inescapable, the same must be specified in a separate ‘Deviation Sheet’ and kept in 1st envelope along with techno-commercial bid, otherwise, the bidder shall be deemed to have accepted all conditions specified in these ‘Tender Documents’. EPI does not bind itself to accept any or all deviations. EPI reserves its right to reject such tenders without any further correspondence with the bidder and their price bid shall not be opened.

v. Bids shall remain valid for a period of 90 days after the date of price bid opening or as may be extended from time to time. If any bidder withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

vi. EPI shall hold one Pre-Bid meeting with bidders on the time, date and address specified in the Data sheet, so as to enable EPI to issue clarifications and replies to the queries of the bidder to the extent possible.

vii. Bidders are requested to send their queries regarding ‘Tender Documents’ if any in writing by post or fax or email latest by the 26.01.2018 and to the address specified in the Data sheet.
viii. These ‘Instructions to bidders’ shall form part of the ‘Tender documents’.

ix. Submission of a tender by the bidder implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications of the work to be done. No claim of tenders whatsoever, within the purview of this clause, shall be entertained at any stage.

x. EPI takes no responsibility for tenders lost/delayed in postal transit and therefore, bidders should lodge their tenders sufficiently in advance.

xi. EPI reserves the right to reject any or all tenders or annul this process at any stage and also the right to place orders for full or part work without assigning any reasons thereof. The bidder shall have no claim on EPI on this account whatsoever.

xii. In the event of award of work, the successful bidder must furnish the Security Deposit cum performance bank guarantee equivalent to 5% of order value valid for 6 months beyond the expiry of the Contract/Warranty period and Post Implementation Support.

xiii. EMD of the successful bidder shall be returned on receipt of security deposit.

xiv. The successful bidder, on award of the work shall not sublet the whole or part of the work without the written permission of EPI.

xv. The words Bidder/Successful Bidder/the Implementation partner/Contractor are synonymous.

xvi. The order shall be governed by the Indian laws for the time in force.

xvii. Jurisdiction – All disputes shall be subject to Delhi Courts only.

xviii. The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. However, it is made clear that the offer of the L-1 bidder shall be accepted subject to the confirmation of the authenticity of the PQ documents/BG from the concerned department/Bank.

xix. **Arbitration Clause/ Dispute Resolution**

Before restoring arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part III of the Arbitration and Conciliation (Amendment) Act 2015. When such conciliation has failed, the same shall be referred to the Sole Arbitrator appointed by the Chairman & Managing Director (CMD) of Engineering Projects (India) Ltd. (EPI) or any other person discharging the functions of CMD of EPI. The person approached for appointment as Arbitrator shall disclose in writing circumstances, in terms of Sub-Section (1) of Section (12) of the Arbitration and Conciliation (Amendment) Act 2015thereof. The Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause. The language of the Arbitration shall be English. The Venue of the Arbitration Proceedings shall be New Delhi.