NOTICE INVITING TENDER (e-tender)

FOR

IMPLEMENTATION OF ERP-SAP SOLUTION
(PS - Project Systems, MM - Materials Management and SD - Sales & Distribution)

TENDER NOTICE NO: DLI/CON/ITD/633 Date: 05.07.2018

Single stage two envelope system (e-tender) is invited for Implementation of ERP-SAP (PS - Project Systems, MM - Materials Management and SD - Sales & Distribution) at our Corporate Office/RO at New Delhi and other Regional Offices at Kolkata, Chennai, Mumbai, Guwahati, Hyderabad, Oman and Srilanka.

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: 1 SAP (ECC 6.0) Modules

<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>

Approximately 60 professional users, 1000 Payroll users & 550 ESS users are using SAP system to carry out different functions.
EPIL Intends to go for implementation of following module in SAP System and detailed scope of work is stated in Unit-4 and SRS (System Requirement Specification) as stated in Annexure-I.

1. PS - Project Systems.
2. MM – Materials Management
3. SD -Sales & Distribution

1.2 TENDER OBJECTIVE:

- To integrate different departments and effective sharing of the information.
- To make the real time information clearly available to all the employees, clients and other stakeholders.
- To minimize redundancies by creating integrated databanks in a centralized data centre.
- To improve efficiency and effectiveness.
- To constantly improve organizational image.
- To achieve resource optimization.
- To exercise better management control.
- To get project wise details of different KPIs such as Profitability, Labor Cost, Material Cost, Timeline etc.


## Unit-2

### 2. Data Sheet

Please refer to Key Details below in the Data Sheet for all important information related to Implementation of ERP-SAP (PS - Project Systems, MM - Materials Management and SD -Sales & Distribution) at our Corporate Office/RO at New Delhi and other Regional Offices at Kolkata, Chennai, Mumbai, Guwahati, Hyderabad, Oman and Srilanka.

<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/633</td>
</tr>
<tr>
<td>2.</td>
<td>Tender Type</td>
<td>Open Tender (e-tender)</td>
</tr>
<tr>
<td>3.</td>
<td>About EPI</td>
<td>Refer page no 5-7</td>
</tr>
<tr>
<td>5.</td>
<td>Estimated Cost</td>
<td>Rs.1.0 crore</td>
</tr>
<tr>
<td>6.</td>
<td>Contract period of the Work</td>
<td>1 year (One year)</td>
</tr>
<tr>
<td>7.</td>
<td>Cost of Tender document</td>
<td>Rs.5,900/- including GST @18% (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>8.</td>
<td>Publishing Date of the Tender</td>
<td>05.07.2018</td>
</tr>
<tr>
<td>9.</td>
<td>Last date for submission of queries to Tenders</td>
<td>11.07.2018 at 5:00 pm</td>
</tr>
<tr>
<td>10.</td>
<td>Date, time and venue for Pre-Bid Meeting</td>
<td>13.07.2018 at 11:30 am</td>
</tr>
<tr>
<td>11.</td>
<td>Earnest Money Deposit</td>
<td>₹ 2.0 Lacs 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>12.</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, Ph: 011- 24361666, 011- 24365012 Fax: 011 - 24363426 E-mail: <a href="mailto:contracts@epi.gov.in">contracts@epi.gov.in</a></td>
</tr>
<tr>
<td>13.</td>
<td>Last date of Procurement of tender document</td>
<td>26.07.2018 at 12:00 PM</td>
</tr>
<tr>
<td>14.</td>
<td>Last date and time for submission</td>
<td>27.07.2018 at 12:00 PM</td>
</tr>
<tr>
<td>of Tenders</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>---------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>15. Bid Opening (Techno-Commercial)</td>
<td>27.07.2018 at 2:30 PM</td>
<td></td>
</tr>
<tr>
<td>16. Bid Opening (Price)</td>
<td>Will be informed to the technically qualified bidders separately.</td>
<td></td>
</tr>
</tbody>
</table>

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:-
1.0 About EPI:

Engineering Projects (India) Limited (EPI), A Government of India Enterprise under the aegis of Ministry of Heavy Industries & Public Enterprises was incorporated in the year 1970 with the main objective to undertake turnkey projects and consultancy services in India and abroad. During the last 41 years, EPI is engaged in the field of execution of large and multi-disciplinary industrial & construction projects on turnkey basis and project consultancy in the areas of:

- Civil & Structural Works
- Metallurgical Sector
- Water Supply & Environmental Engineering
- Defence
- Housing
- Townships
- Hospitals & Institutional Buildings
- Industrial & Process Plants
- Coal & Material Handling Systems
- Oil & Petrochemicals
- Transmission Lines/Substations
- Irrigation, Dams & Canal Works
- Roads & Highways
- Shore Protection Works
- Airports
- Sports Stadia
- Mining Projects

EPI is pioneer in providing integrated services from concept to commissioning. The services rendered by the Company include the specialized activities such as:

- Feasibility Studies & Detailed Project Reports
- Design & Engineering
- Supply of Plant & Equipment
- Quality Assurance
- Project Construction
- Erection and Commissioning
- Operation and Maintenance
- Overall Project Management in almost all areas of engineering and construction domain.

EPI is one of the first few Construction and Contracting Companies in India to get upgraded Certification for ISO 9001:2015 (Quality Management System) and ISO 14001:2015 Certification (Environmental Management System) which reflects its concern for environmental issues. The Certification covers all area of operation of EPI.

EPI has also got Certification for Occupational Health & Safety Management System OHSAS 18001:2007 for implementation at the Corporate Office supporting the functions of design, procurement and implementation of multi-disciplinary industrial and other construction projects from concept to commissioning.
1.1 Regions of Operations

EPI’s countrywide operations are taken care of by its Corporate Office (CO) at New Delhi and its All Regional offices (RO) at New Delhi, Chennai, Mumbai, Kolkata, Guwahati, Hyderabad, Oman and Srilanka. Each of these offices functions as a separate profit centre. Each RO has various Site Offices.

1.2 CO Functional Departments/Divisions

- Business Development (BDD)
- Planning & Monitoring (P&M)
- Consultancy and Engineering Division (C&E)
- Contracts
- Finance
- Information Technology
- Company Secretary (CS)
- Human Resources (HR)
- Legal
- Quality Assurance (QAD)
- Plant & Equipment (P&E)
- Raj Bhasha
- Vigilance

1.3 RO Functional Departments/Divisions

- Marketing (Mktg)
- Planning & Monitoring (P&M)
- Material Management (MMD)
- Finance
- Information Technology
- Project Management (PMD)
- Human Resources (HR)
- Legal
- Quality Assurance (QAD)
1.4 Information Flow within and outside the Organization

- QAD
- SITE
- CLIENT
- VENDORS/CONTRACTORS
- Contracts/MMD
- P&M/C&E
- CONSULTANT
- FINANCE
- P&E, STORES ETC
- MARKETING

PMD
## 3.0 Prequalification Criteria

### 3.1 Implementation Partner Eligibility 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.</td>
<td>-</td>
<td>Copy of the Certificate of incorporation/Registration.</td>
</tr>
<tr>
<td>2.</td>
<td>Bidder should be SAP partner.</td>
<td>-</td>
<td>Copy of the Certificate issued by SAP to be provided.</td>
</tr>
<tr>
<td>3.</td>
<td>The bidder should have average annual turnover of at least Rupees 1 Crore (Rupees One Crore only) during last three years ending 31st March 2018.</td>
<td>-</td>
<td>Chartered Accountant certificate showing average annual turnover from SAP implementation/ Support projects for last three years ending 31st March 2018 to be enclosed along with audited copy of Balance sheet &amp; Statement of Profit &amp; Loss.</td>
</tr>
<tr>
<td>4.</td>
<td>The bidder should have at least 100 Full Time SAP domain experts on its payroll (BASIS, HRM, FICO, MM, SD, and PS).</td>
<td>-</td>
<td>Certificate to be provided with details of employees signed by Authorized representative of bidder organization.</td>
</tr>
<tr>
<td></td>
<td>Bidder experience in SAP Implementation/Support</td>
<td>Wide Experience of having executed SAP implementation/support in at least 3 companies as on 31st Mar 2018.</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 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>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>6.</td>
<td>Public sector/Govt. Sector experience in India</td>
<td>Out of the above SAP experience, at least one company should be Govt./PSU.</td>
<td>Customer Testimonials/ work orders etc.</td>
</tr>
<tr>
<td>7.</td>
<td>SAP experience in full cycle implementation</td>
<td>Out of the above SAP experience, the bidder should have executed at least one project should be full cycle implementation with support inclusive of Modules MM, SD, PS, FICO and HR in Indian companies having a minimum turnover of Rs. 1000 Crore OR with minimum 100 user base.</td>
<td>Customer Testimonials/ work orders etc.</td>
</tr>
<tr>
<td>8.</td>
<td>SAP experience in similar industries like EPC/ PMC/ Infrastructure/Real estate</td>
<td>Out of the above SAP experience, at least one company should be of similar industries like EPC/PMC/Infrastructure/Real estate</td>
<td>Customer Testimonials/ work orders etc.</td>
</tr>
<tr>
<td>9</td>
<td>SAP implementation experience w.r.t value of work</td>
<td>The bidder should have undertaken three assignments in SAP implementation of value of Rs.40 Lakhs or above in the past five years till 31st March 2018. OR The bidder should have undertaken two assignments in SAP implementation of value of Rs.50 Lakhs or above in the past five years till 31st March 2018. OR The bidder should have undertaken one assignment in SAP implementation of value of Rs.1 Crore or above in the past five years till 31st March 2018.</td>
<td>Customer Testimonials/ work orders etc</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------------------------</td>
<td>---------------------------------------------------------------------------------</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td>10.</td>
<td>The bidder should not have been blacklisted in any of the Government departments or PSUs.</td>
<td>-</td>
<td>(Attach Undertaking)</td>
</tr>
<tr>
<td>11.</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 passing or the ITC benefit to the consumer.</td>
<td>-</td>
<td>(Attach copy of certificate)</td>
</tr>
<tr>
<td>12.</td>
<td>Bidders have to submit</td>
<td></td>
<td>(Attach Copy)</td>
</tr>
</tbody>
</table>
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

**Unit-4**

**4.0 Functionalities**

The broad and overall features and functionalities of various applications, ERP modules are indicated in Annexure – I. These are only indicative. The Implementation Partner (IP) will be required to prepare SRS (System Requirement Specification) and understand the requirements through detailed discussions with the functionaries of various departments before undertaking the development / customization as the case may be.

The ERP -SAP application has to be implemented as per following standard implementation procedure viz:

i. AS-IS process study
ii. TO-BE design process
iii. Gap Analysis
v. Development
vi. Individual module testing
vii. Integration Testing
viii. User Acceptance Testing
ix. Final Data Migration
x. Go-Live
xi. Stabilization
4.1 The Application Requirements

The system should be integrated with entire business processes of EPI including other modules already implemented (HR, FICO, DMS) and E-Procurement solution for enterprise management. The implemented solution should have the required depth, breadth and flexibility to provide on-line information access to all the designated users who will operate the respective business processes and it must be accessible through Internet as per required restriction.

The solution will be, essentially characterized by the following features:

1. The solution should be user friendly and easy to use across various sites of EPIL
2. The solution must be designed based on the various levels of access in line with the hierarchy of EPIL business processes
3. The system should be able to support already existing SAP platform
4. System Should be able to support & Integrate with day to day Office Tools including Worksheets, Word Processing, Presentation etc.
5. Solution should have in-built report writing tools & does not require any third party tools for creating such reports.
6. Solution should provide users with the functionality of screen customization according to their personal preferences at User Interface level without any programming effort.
7. Solution should allow customizing fields properties. It should be possible to use these fields when we upgrade to future releases without any additional effort.
8. System should allow to add additional customized fields without affecting the application core for upgrade version
9. Solution should support n\textsuperscript{th} level drill-down for a transaction and roll-up capabilities at all transaction levels. The drill down should work across all modules.
10. Solution should be able to interface with 3rd party application to or from each module.
11. Solution should support standard bar coding interfaces
12. Solution should allow to edit the on line help and save the same so that organization specific policy details related to transaction are available to users online.
13. The functionality can be extended over web based on roles. The roles and functionality is configurable and customizable.
14. System Security
   a. Authentication and Secure Access to solution
   b. Configurable Function Access Control
   c. Configurable Data Access Control
15. Reporting Services
   a. Provide seamless integration of all the modules/ components
   b. Provide a system that delivers reports in the prescribed formats
   c. Provide the system that gives a hierarchical view of all type of information
so that each officer can have its own view of data at each level of hierarchy. The level is defined as any of operational unit, namely subdivision, division, circle, zone or head office.

16. Support Workflow for various requests, review and approval required within various business processes
17. Support ability to attach documents, spreadsheets, drawings, etc. at specific places on needs basis
18. Alerts and Business Event Notifications that can be configured by system administrator and subscribed by end user
19. Audit Trails & Archival should be an integral part of the system
20. Provide the system that gives complete “drill down” of information required up to subdivision level for concerned business processes
21. Solution should support multi-location offices.
22. Solution should provide authorization control at location / department / position level.
23. Designed SODs should have controls to manage authorization as per compliance norms of the organization
24. Integration with other third party software like E-Procurement, Ms-Project, Primavera, GIS etc Any SAP –tools /licenses required for integration should be mentioned by the bidder which will be procured from SAP directly by EPI.
25. The solution must also provide for Reporting on analytical, strategic and operational aspects.
26. Solution should also have Implementation/Support tool, which is integrated seamlessly and will be used during the implementation life cycle to carry on the critical activities of the project.

4.2 Project Management

The Implementation Partner will be required to engage concurrent teams for timely completion of activities of different phases. The staffing and reporting hierarchy within the team should be clearly defined and communicated to EPI. The activities to be performed are indicated below.

1) The bidder shall designate a single point of contact for the project, for EPI to interface with, on all project issues.
2) The bidder shall intimate the contact details including mobile numbers and e-mail address etc. to EPI within two weeks of the letter of Award/ Intent.
3) The project team has to be available onsite and all the delivery will be done from onsite location (EPIL – Delhi).
4) EPIL will provide the following infrastructure at its premises for the bidder’s personnel:
   a. Seating space with furniture
   b. Computer with LAN connection facilitating access
5) Any additional equipment and/or product and/or accessories required by the bidder, will be the bidder’s responsibility. All risks and costs related to such equipment(s) will be borne by the bidder.
6) The bidder shall provide EPI with a work breakdown and project schedule for all activities specified in Scope of supply/work/maintenance/training of this Tender and any subsequent amendments and/or clarifications, within a week of the Letter of Award/Intent.

7) IEEE standards should be followed wherever applicable during the implementation of the project. If there is no such standard or any other standard is to be followed, then the bidder should get his/ her template formally approved by EPI before proceeding. Please attach a copy of any other standards which you intend to use with the technical response, if any.

8) The bidder shall ensure weekly project status reporting which will specify the following:
   a) Planned start date and end date for each activity
   b) Actual start date and end date for each activity
   c) Activities carried out in the previous week
   d) Activities planned for next week
   e) Activities which were planned for the previous week but could not be carried out.
   f) Any schedule slippages that have occurred, and corrective measures to bring the project back on schedule.
   g) Any information/ review pending from EPI as on date, and date from which pending.
   h) Likely reviews by EPI in the next fortnight
   i) Time required from EPI in the next fortnight including details of person to be met, duration and agenda of meeting.
   j) Outstanding bug/ error count
   k) Follow up on pending issues/ action items of previous reviews
   l) Summary depicting the highlights, lowlights and/or any important issues/points that should be brought out/ highlighted

9) The weekly status report will not be limited to software development only, but shall include and cover all activities which are to be carried out by the bidder for successful completion of the ERP -SAP software.

10) The weekly status report of the previous week should be handed over by the bidder’s site official in hard copy to EPI designated official by 1700 hours on the first working day of the week. The same should also be sent by e-mail to EPI designated official every week.

11) The bidder’s Project Manager shall have onsite fortnightly reviews in person (with the EPI nominated team every Tuesday morning (or the next working day, in the event of Tuesday being a holiday) from 10 AM to 11 AM or at the date, time and venue notified by EPI. All action points will be recorded and followed up in the successive review meeting.

12) All working days will be with reference to the EPI calendar.

13) The Implementation Partner shall provide comprehensive warranty of all the modules delivered during the project. It shall be 3 months for every such deliverable from the date of its successful acceptance.

4.3 Project team

1) Detailed Resumes of all team members with experience relevant to the project shall be submitted within a week of the Letter of award/intent as per table given below.
2) The team and/or each team member shall commence the work only after prior formal approval by EPI and the team once identified shall be dedicated to the project and will not be changed unless requested by EPI and/or with EPI’s written consent.

3) People for the following roles with minimum 3 years’ experience in EPC/PMC/Infrastructure/Real estate should be available on site.
   1. Project Management
   2. Functional consultant like as PS/MM/SD.

### 4.4 Implementation Milestones

The implementation schedule should not exceed the period of 12 months within which all the three modules indicated herein must be completed. The Implementation Partner will be required to deploy concurrent teams to work on different activities to ensure timely completion of the project. The activities wise suggested schedule is given below. Bidders however are free to suggest delivery and phased completion schedules based on their understanding of the project activities. It would, however, be ensured that the schedules so arrived at must adhere to the desired overall timeframe of 12 months.

The Implementation Partner will submit to EPI the Project Plan in a fortnight from the date of LOI/work order and in consultation with EPI finalize it and mobilize resources for starting the project within 21 working days of signing the contract.

<table>
<thead>
<tr>
<th>Event</th>
<th>Time line</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submission of the Security Deposit/PBG and Signing of the contract</td>
<td>Within fifteen days of issue of LoA (Letter of Award) to the successful bidder</td>
</tr>
<tr>
<td>Starting of the project by deploying the key profile like project manager and functional consultants at onsite (EPI Delhi) location</td>
<td>Within twenty-one days of signing the contract</td>
</tr>
<tr>
<td>Go live</td>
<td>Within six to nine months of signing the contract</td>
</tr>
<tr>
<td>Hypercare Support (With all onsite team)</td>
<td>For a period of three months after the go-live date</td>
</tr>
<tr>
<td>Application Management Contract (AMC)</td>
<td>For a period of one year after completion of Hypercare Support</td>
</tr>
</tbody>
</table>
4.5 Scope of work

i. Installation & implementation of necessary applications for SAP Project Systems (PS), Material Management (MM) and Sales & Distribution module (SD).

ii. Design and deploy the required solution in line with EPIL business process and provide end-user training for all the site locations.

iii. Implement necessary changes in the existing implemented modules as per the need of business and gaps identified.

iv. Provide detailed documentation for system design & configuration, user manuals, technical specification, functional specification and test scripts.

v. Identification of the customization needs to match with EPI’s requirements including addition of new reports, change management and provide necessary documentation including effort required for the same.

vi. The Implementation Partner shall implement all required upgrades, patches, bug fixes and notes etc. until the end of support period.

vii. The Implementation Partner will give adequate training at all locations to different personnel at various levels of the organization.

viii. Hardware and Networking are not included in the scope of work; however the bidder should do sizing of Hardware and necessary networking equipment to support different project locations of EPIL.

ix. Data migration will take place from the current system to proposed ERP-SAP for the data that is two-year-old.

x. EPI shall use the existing standard functionality of the ERP –SAP solution as far as possible, and shall make all efforts to avoid making any modifications to the software as they affect support of the product and also hinder the future upgrade paths.

xi. The support for implemented solution has to be provided in 2 stages as mentioned below:

<table>
<thead>
<tr>
<th>Type of Support</th>
<th>Duration</th>
<th>Engagement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hypercare Support</td>
<td>3 Months after the Go-Live period</td>
<td>Onsite Only</td>
</tr>
<tr>
<td>Application Management Contract</td>
<td>1 Year after the Hypercare Support</td>
<td>Onsite-Offshore</td>
</tr>
</tbody>
</table>

xii. For Hypercare Support at least 1 consultant of each functional module has to be available onsite.

xiii. For Application Management Contract, 1 senior consultant with PS experience has to be available.

xiv. EPIL may also ask for onsite deputation of any specific resource for certain period
during the support and the vendor has to provide the same within 21 working days on the agreed man-day rate in the contract.

xv. EPIL normally executes the following types of projects across India and abroad,

1. Item rate Contract
2. Percentage Rate Contract
3. Lump Sum Contract
4. Turnkey Contract
5. Deposit Works
6. Project Management Consultancy (PMC)

Bidder need to configure all the types of projects in system and integrate them with all the other functions like Financial Accounting, Materials Management etc. System will be declared live once at least 1 project from each of the above project types configured and migrated in SAP. Bidder is also required to develop a data migration plan along with EPIL to finalize the data elements to be migrated which should contain items like project BOQ, progress till date, Balance work quantities, contractor wise work orders etc. Relevant data to be migrated will be provided by EPIL users.

xvi. EPIL has around 160 projects (10%+/-) which also needs to be migrated by the bidder. The same needs to be completed within 3 months after system go live as defined above.

4.6 The project will have the following deliverables:

1. The bidder should provide System Administration manual(s), User / operational manual(s) and all related manual(s), service guides and handbooks, which shall be used by EPI to run the ideal production environment. This should include how the various parameters should be monitored and tuned in the live system.
2. All installation and configuration reports, documents, diagrams etc are to be supplied before commissioning.
3. Two sets of above specified manuals should be provided in printed duly hard bounded form and 2 sets in soft copy on CD should be provided.
6. Project Management Plan
8. Detailed Design along with Database Design Document
10. Test Cases, Test Data, Test Scripts, Test Plans and Results (Unit Testing, Integration Testing, System Testing, performance testing, load testing, stress testing, penetration testing etc)

4.7 Scope of Maintenance and Support

Performance standard and Service Level parameters

i) The bidder will provide on-site comprehensive warranty maintenance for both baseline products and application software supplied by them during the maintenance period.

ii) The on-site comprehensive warranty maintenance would include:
   i) Adaptive Maintenance
   ii) Perfective Maintenance
   iii) Corrective Maintenance
   iv) Emergency Maintenance
   v) Preventive Maintenance

iii) A schedule will be drawn up for preventive, adaptive and perfective maintenance during the fortnightly project status review between EPI and the bidder.

iv) All the supplied products shall be maintained by the Implementation Partner and not by the OEMs during the warranty and maintenance period.

v) The scope of maintenance includes acquisition and installation of upgrades/patches/revisions on the supplied products. It includes porting the application, renewal of licenses and data migration to accommodate upgrades/patches/revisions etc. of the supplied products.

vi) EPI will permit the Implementation Partner to implement software updates and new version releases during the currency of the contract provided, that the new release does not adversely affect systems operation or performance, or require extensive reworking of the systems. In case where the new version release adversely affects the systems performance, the period for implementation of the new version shall be suitably extended and the Implementation Partner shall continue to support and maintain the version currently in production for as long as necessary to properly implement the new version.

vii) The scope also includes making necessary changes and enhancement required by EPI.

viii) Notification of all bugs or enhancement requests will be logged onto the bidder’s bug reporting site and sent by e-mail, or delivered by hard copy (Fax etc) to the bidder’s Project Manager by EPI (the format for details of bugs can be decided by bidder after discussion and approval of EPI).

ix) All maintenance will be carried out at EPI premises or as decided mutually between EPI and the bidder on a case to case basis. The bidder may have to keep provision for a scaled down version of the system to facilitate debugging at EPI premises. No debugging shall be carried out on the live production system.
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 in section 7.8 of Special terms & conditions.

4.8 Scope of Training

i. Imparting different levels training which includes training for Functional Core Users, Technical Core Users, End-Users. Top Management, Train the trainer, Change Management etc at CO Delhi and other Regional offices. The training will be as per the convenience and discretion of EPI.

ii. The Implementation Partner shall provide the training at EPI on working days (Monday through Friday) between 10.00 AM to 05.00 PM only. Training should include End-user training for all modules implemented.

iii. All training shall be conducted as instructor-led training and should have at least 50% time as hands-on training.

iv. 1 Week of training for each module is necessary to be provided by the bidder.

v. User level trainings might have to be conducted at all regional offices with no extra cost.

vi. The bidder will provide soft copies (three sets) of all training material and course material to enable EPI to conduct further training to its staff/users, if required at a later point.

vii. The bidder will provide each participant with a copy of the training material. This material should be approved by EPI at least 2 days prior to start to the course/training.
viii. Training should include functional training, training on the base product and system / database administration activities.

ix. The bidder shall provide a detailed training plan to EPI, before the commencement of the training.
   ▪ Infrastructure required for each training
   ▪ Course material being provided for each training
   ▪ Feedback mechanism for trainer.
   ▪ Evaluation mechanism for trainee

x. EPIL will provide necessary infrastructure to conduct the training.

xi. Bidder needs to provide user training to around 20 users (10%+/-). The training needs to be conducted at Delhi, Kolkata, Chennai, Mumbai, Guwahati, Hyderabad. At least 4 days of end user training needs to be conducted at each of these locations for each modules. Additionally 1 round of refresher training for 2 days needs to be conducted after Go live as per the schedule mutually discussed with EPIL.

4.9 Review Mechanism

The review mechanism for all documents and training material will be as follows:
   a) The document will be provided to the EPI Project Manager (PM) before the review at least 7 days in advance.
   b) EPIL stakeholders committee will review the document and the committee may ask for additional information or changes.
   c) EPI will issue a formal acceptance of the document subject to above reviews.

5.0 Audit of implemented solution

EPI reserves the right to carry out audit of the implemented solution through any other certified agency designated by EPI during support period. Based on its recommendation, Implementation Partner shall take necessary corrective measures to comply the performance parameters stipulated in the Tender document. Any deficiencies pointed out after technical audit and agreed by EPI, shall be rectified by the Contractor without additional cost within 45 days of the agreed audit report.

5.1 Acceptance Criteria

1. The acceptance plan will be drawn up by EPI and Implementation Partner within 3 weeks of signing of the contract
2. All acceptances by EPI will be given in writing.
3. The acceptance criteria for various deliverables is as follow:
   a) Document Delivery: Review Comments incorporated and sign off by EPI
   b) Code delivery: No errors of type 1,2,3 and sign off by EPI after code review and testing
   c) Data: Accuracy and completeness as specified by EPI
   d) Full Features and Integration testing as per scope of Work
   e) Training: Review comments on training material incorporated and satisfactory course feedback
4. Acceptance criteria for any other activity not covered by this document, will be decided between EPI and Implementation Partner in their fortnightly status review meetings and then will be signed off by EPI.

5.2 Service Level Agreement (SLA)

The bidder should submit the Service Level Agreement (SLA) in line with the TENDER terms and conditions including but not limited to the following contents within 3 weeks of Letter of Award/ Intent

i. Service availability with defined application availability
ii. Data Load and Contingency Plan
iii. Data Back-up
iv. Problem Management and Problem Reporting
v. Problem Escalation
vi. Work Requests Life Cycle
vii. Reporting Metrics
viii. Measurement & Reporting Tools
ix. Review of Performance
x. Maximum time to repair

Unit-5

7.0 Special Terms & Conditions

7.1 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.

7.2 Obligations of the Parties

i) The Implementation Partner shall perform all Services in accordance with the Scope of the Work/Services as stated in the section ‘Scope of Work’ of section VI, including all related Works/services there of.

ii) The Implementation Partner 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.

7.3 Assistance to the Implementation Partner

EPI shall assist the Implementation Partner 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.

7.4 Duration of Contract

The period of the contract for 'Implementation of Enterprise Resource Planning (ERP - SAP) solution under PS - Project Systems, MM - Materials Management and SD -Sales & Distribution modules under this Tender will be one years including application support. Optionally, EPIL may also extend the application management contract for subsequent period as may be mutually agreed and upon such terms and conditions as may be decided by the Parties.

7.5 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 Unit-4

7.6 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 7.10 and/or recover liquidated damage as indicated under clause 7.8 A & B of this document. The termination/short closing of the contract shall be the responsibility of the Implementation Partner and EPI reserves the right to get the balance work completed at the risk and cost of the Implementation Partner.
7.7 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 Implementation Partner in exceptional circumstances provided the delay is not attributable to Implementation 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 Implementation 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 Implementation 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.

7.8 Liquidated damages

A) 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.

B) Warranty, Maintenance and Post-implementation 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.
7.9 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.16 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.

8.0 Schedule of Payments

A) Implementation of ERP-SAP systems

I. 5% of the total price (Unit-6- 6A) shall be paid on completion of process study and approval of blueprint document.

II. 10% on successful configuration & User acceptance of Material Management (MM) module.

III. 10% on successful configuration & User acceptance of Sales & Distribution (SD) module.

IV. 10% on successful configuration & User acceptance of Project Systems (PS) module.

V. 20% of the total price (Unit-6- 6 A) shall be paid on Data Migration & successful integration testing of the solution.

VI. 10% of the total price (Unit-6- 6A) shall be paid after rolling out to regional offices/site offices and completion of training at all levels.

VII. 10% of the total price (Unit-6- 6A) shall be paid after Go-Live including submission of user-manual, system manual and training manual and acceptance.

VIII. Balance 25% will be provided after completion of the Hypercare support.

B) Post implementation support

i. Payment for User adoption support will be provided after the completion of user adoption period (i.e. 3 months of Hypercare).
ii. Equated quarterly installments of the support price (Unit 6-6B) shall be paid at the end of each quarter on successful service provided by the Implementation partner.

9.2 Response to functionalities

The functionalities of modules to be implemented have been attached at Annexure-I. The Bidders are requested to attach these functionalities in a compliance sheet by stating whether their product complies with these functionalities or not. In case, the product does not support the functionality, the bidder is requested to mention the customization aspects related with the functionality.

The following table describes how to respond to the questions in respect of ERP modules

<table>
<thead>
<tr>
<th>Response</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Compliance (FC)</td>
<td>The entire stated requirement is supported in the base product. No Customization is required. Provide an explanation-refer to comment field.</td>
</tr>
<tr>
<td>Compliance with customization required (CC)</td>
<td>The entire stated requirement is not supported in the base product but can be provided by customization to the base product.</td>
</tr>
<tr>
<td>Not Available (N/A)</td>
<td>The entire stated requirement is not currently supported and will not be available before the end of warranty period</td>
</tr>
</tbody>
</table>

9.3 Preparation of Proposal

The bidders are requested to submit a Proposal written in the language(s) specified in the Data Sheet. The bidder is requested to confirm by e-mail to Group General Manager (Contracts), EPI after successfully downloading the Tender document.

i) Site Visit
Bidders should contact the Employer's representative for their visit, if required to obtain additional information and to verify existing setup. Bidders should ensure that EPI representatives are advised of the visit well in time to allow them to make appropriate arrangements for supply of information. All costs related to the visits shall be borne by the interested bidder.

ii) Cost incidental to preparation of Proposal

Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. EPI is not bound to accept any proposal, and reserves the right to annul/reject/modify the selection process at any time prior to Contract award, without assigning any reason.
10.0 **Roles & Responsibilities**

A clear definition of roles and responsibilities of all the partners involved brings transparency, accountability, manageability and efficiency in any project. The following are the roles and responsibilities of EPI and the Implementation Partner.

**Responsibilities of EPI**

As owner of the Project, the role of EPI in the successful implementation of the project includes discharging the following responsibilities:

1. To ensure that all the participating departments take active part in the implementation of the project
2. To identify key points of contacts who would be able to dedicate quality time with the Implementation Partner.
3. To conduct fortnightly review meetings at regular intervals to monitor the overall progress of the project
4. To ensure speedy centralized issue resolution
5. To ensure timely sign–offs
6. To provide necessary facilities to the vendor during the development and customization and roll out stage
7. To handle the crucial change management.
8. Production facilities – space, inputs for SRS, computing & communication, etc
10. Mechanism to resolve the differences - Response times.
11. Provide physical records/data for database and application migration.
12. To provide the infrastructure for the training such as training hall, furniture, computers for the trainees, network connectivity to the ERP server, projector, etc

**Responsibilities of Implementation Partner**

1. To fulfill all the tasks as outlined in the Scope of Work specified in the Work order.
2. To ensure security of the data with adequate back–up measures.
3. To provide training to the user community to make them conversant with the application software
4. To provide handholding support.
5. To meet the functional requirements specified in this document and cover any other related functionality identified by EPI to complete the assignment.

6. To provide full documentation of the implementation of the software and user manuals and the documentation work shall be carried out at their offices.

7. To undertake maintenance of software during support Period

8. To provide updates, upgrades and new patches

9. To ensure successful integration of the system

10. To prepare user feedback forms for service level parameters in consultation with EPI and Project Consultants

11. To follow the terms and conditions as specified in this Tender document and in any other subsequent related documents

12. To provide Annual Maintenance support once the project has been implemented.

13. Support for additional and existing SAP user provided by implementation partner.

14. EPI can directly procure all the SAP license and implementation partner activate the SAP license and provide the support.

**ABBREVIATIONS**

<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 ie 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>
</tbody>
</table>
6. Financial Bid format (Price Bid):

Please provide your financial offer in following format only.

6A. Implementation cost.

<table>
<thead>
<tr>
<th>S.no</th>
<th>Description of Implementation cost</th>
<th>Amount (Inclusive of all taxes, duties and GST etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>PS - Project Systems,</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>MM - Materials Management</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>SD - Sales &amp; Distribution</td>
<td></td>
</tr>
<tr>
<td>Total (Rs.)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6 B. Post Implementation Support.

<table>
<thead>
<tr>
<th>S.no</th>
<th>Description of Post Implementation Support</th>
<th>Amount (Inclusive of all taxes, duties and GST etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>On-Site Support (One Year)</td>
<td></td>
</tr>
<tr>
<td>Total (Rs.)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total** Rs. (6A. (Implementation cost) + 6B (Post Implementation Support).)

**In words** .................................................................

**Note:**

Procedure for evaluation of L1 bidder = 6A. (Implementation cost) + 6B (Post Implementation Support).
Unit-7

Instruction to Bidders

i. Tender fee, EMD (In original), Power of Attorney, Affidavit, 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),
Engineering Projects (India) Ltd,
3rd floor, Core 3, Scope Complex,
Lodhi Road, New Delhi – 110003,
Ph: 011- 24361666, 011- 24365012
Fax: 011 - 24363426
E-mail: contracts@epi.gov.in

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.2,00000/- (Rupees Two Lacs 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. 5,900/- (Rupees Five Thousand nine hundred Only) including GST @18% 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 11.07.2018 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. **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.