



**इंजीनियरिंग प्रोजेक्ट्स (इंडिया) लि.  
ENGINEERING PROJECTS (INDIA ) LTD.**  
(A Government of India Enterprise)  
(भारत सरकार का उद्यम)

AN ISO 9001 & 14001 COMPANY

**TENDER DOCUMENT**

**NIT No. DLI/ITD/SAP/152 dated 10.06.2025**

FOR

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

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**NIT, (Annexure – A to G),  
& GCC**

**TENDER INVITING AUTHORITY**

**ADDITIONAL GENERAL MANAGER (IT)  
Engineering Projects (India) Limited  
(A GOVT. OF INDIA ENTERPRISE)  
CORE-3, SCOPE Complex  
Lodhi Road  
New Delhi - 110003**

## **Unit-1**

**Engineering Projects (India) Limited  
(A Govt. of India Enterprise)**

### **NOTICE INVITING e-TENDER (NIT)**

**FOR**

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

**NIT NO: DLI/ITD/SAP/152 dated 10.06.2025**

**Engineering Projects (India) Ltd. (EPI) invites online Tender in a** Single stage Two Envelope System (Techno-commercial bid & Price Bid) through CPP Portal for "Procurement of Services for Support of SAP Systems at EPI which is being used at our Corporate office, New Delhi and other Regional Offices at Kolkata, Chennai, Mumbai, Guwahati, Hyderabad, Bhubaneswar, Oman and Srilanka including the Change Management Services (As & When Required Basis)".

#### **1.1 BRIEF SCOPE OF WORK:**

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

This system is installed at our BSNL Data Centre, Faridabad which is configured in a 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**

<b>Sl. No</b>	<b>Module</b>
1.	Human Resources Management including Payroll and Employee/Manager Self Service (ESS/ MSS),
2.	Financial Accounting & Controlling (FICO)
3.	Project System (PS)
4.	Material Management (MM)
5.	Sales and Distribution (SD)
6.	Document Management System (DMS)
7.	BASIS
8.	ABAP

Approximately 60 professional users, 1000 Payroll user, 550 ESS users & DMS users are using SAP system to carry out different functions.

We are looking for SAP support partners to provide Offsite support and Onsite support (as & when required- if could not handle remotely) 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/ budget updation for tax purpose 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 3<sup>rd</sup> 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 10 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.

S.No.	Description	Details
1.	Tender No & Date	<b>DLI/ITD/SAP/152 dated 10.06.2025</b>
2.	Tender Type	Open Tender (e-tender)
3.	Name of Work	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 Sri Lanka including the change Management Services (As & When Required Basis)
4.	Contract period of the Work	AMC for 1 year (One year) offsite/ remote support and deputing onsite (as & when required). Same may further be extended for further 2 years on yearly basis at the end of the service period on satisfactory services, at the same rates, Terms & Conditions.
5.	Cost of Tender document	Rs.2,360/- (Rupees Two thousand Three Hundred Sixty Only) - Refer Clause No.2.1
6.	Publishing Date of the Tender	<b>10.06.2025</b>
7.	Last date for submission of Queries	<b>16.06.2025</b>
8.	Earnest Money Deposit (EMD)	<b>Rs.2,10,000/- (Rupees two lakhs ten thousand only)</b>
9.	Address for submission of Tender document	<b>Additional General Manager (IT)</b> Engineering Projects (India) Ltd, (A Govt. of India Enterprise) Core 3, Scope Complex, 7, Lodhi Road, New Delhi – 110003, Ph: 011- 24361666 E-mail: it-tender@epi.gov.in
10.	Last date and time of downloading the tender document.	<b>23.06.2025, 12:00 Hrs</b>
11.	Last date and time for submission of Tenders	<b>23.06.2025, 13:00 Hrs</b>
13.	Bid Opening (Techno-Commercial)	<b>24.06.2025, 14:00 Hrs</b>
14.	Bid Opening (Price)	Will be intimated separately to the technically qualified bidders.

Please note carefully Instructions to the bidders, the requirements for submitting Tenders and the date and time for submittal. Further, corrigendum/ addendum, if any, issued to the tender document, shall also be published on the CPP Portal. It is the bidder's responsibility to submit the completed tender document taking into account all addenda/corrigendum 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.

## **2.1 Tender Fee**

Bidders can download the bid documents from the portal. However, interested bidders must pay non-refundable tender fees of **Rs.2,360/- (Rupees Two thousand Three Hundred Sixty Only)** inclusive of 18% GST through online in the EPI's Bank Account detailed as under:

Engineering Projects (India) Limited  
Account No.: 00030350008503  
IFSC Code: HDFC0000003  
Bank Name: HDFC Bank  
Branch Address: 209-214. Kailash building, KG Marg. New Delhi-110001

The bidders to submit, the scanned copy of Tender fee receipt after depositing the tender fee online in EPI's Bank Account (as mentioned above) along with the online bid.

Bid submitted without or prescribed Tender Fees shall be summarily rejected.

## **2.2 Earnest Money Deposit**

The bid must be accompanied by scanned copy of Earnest Money Deposit (EMD) of Rs.2,10,000/- (Rupees two lakhs ten thousand Only).

Earnest Money Deposit (EMD) in the form of online payment or Demand Draft/Bankers Cheque in favour of 'Engineering Projects (India) Limited' or Bank Guarantee as per the enclosed format issued from any Nationalized bank / Scheduled bank or Insurance Surety Bond.

### **EPI BANK details for BG payment as follows:**

Name of the Bank : HDFC Bank  
Branch Address : 209-214. Kailash building, KG Marg. New Delhi-110001

Name of the Account Holder : Engineering Projects (India) Limited.  
Account no: 00030350008503  
IFSC: HDFC0000003

The EMD shall be valid for minimum period of 150 days (one hundred fifty days) from the last date of submission of tender.

The scanned copy of Bid security as mentioned in the NIT (Insurance surety bond, Bank Guarantee, DD, Bankers Cheque etc.) shall be submitted by the bidders with their online bid. However, Original physical form of EMD shall be submitted by bidders within the due date & time of opening of technical bid. In case the EMD/Bid security in original physical form does not reach EPIL within the cut-off date & time, the bid shall be rejected will not be considered for evaluation, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of EMD/Bid security was earlier uploaded by the bidder on the mentioned Portal (online bid).

In case EMD/Bid security is submitted through net banking, submission of Original physical form of EMD / Bid Security within the bid due date shall not be required. However, transaction details / proof of submission of EMD / bid security through net banking shall be uploaded in designated place in Tendering Portal (Online) along with technical bid.

**Note: Proforma for Bank Guarantee in lieu of Earnest Money Deposit is enclosed with the NIT. The EMD BG should be submitted with Structured Finance Managing System (SFMS) issued by beneficiary bank. EPI's bank detail is mentioned above.**

EMD may be forfeited:

- a) If the bidder withdraws the bid after bid opening during the period of validity;
- b) Any revision in the offer made by the Bidder during the validity of the offer.
- c) If any bidder furnishes any incorrect or false statement/information/document.

**Return of EMD:** The EMD of all unsuccessful Bidders shall be returned within 30 (Thirty) days of the opening of price bid. EMD of the successful bidder shall be returned within 7 days after the receipt of Security Deposit cum Performance Guarantee.

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 CPP Portal. 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 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.**

**Note:**

- 1. Bidders must confirm whether they are registered as MSE under the MSME Act. If they are, they must submit relevant copies of the registration letter (registered under the single point registration scheme of the NSIC, Ministry of MSME, Government of India, New Delhi) via the Gazette. Notification dated 26.03.2012 along with the form of Memorandum-2 (with the concerned DIC) certificate in the appropriate category and limit as applicable under the present tender to be enclosed in Technical Bid and a request letter clearly mentioning the certificate number for exemption from submission of Tender fee and EMD.**
- 2. Bidders must submit a Bid Security Declaration (as per Annexure-H) accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in bid document, they will be suspended for the time period of 02 years from being eligible to submit Bids for contracts with EPI.**
- 3. It is important to note that the benefit will not be extended in the absence of the requisite supporting documents. In such cases, the offer will be rejected if it is received without the requisite Tender Fee/EMD.**

### Unit-3

#### **3. Prequalification Criteria**

<b>S.no</b>	<b>Criteria</b>	<b>Supporting Documents</b> (Documentary evidence to be submitted along with Technical Bid)
1.	The bidder should be an Indian Company registered under the Companies Act 2013 for the last 5 years.	Copy of proof to be enclosed. Copy of Certificate of Incorporation
2.	Bidder should be an SAP Authorized partner.	Copy of the Certificate to be provided / Copy of the authorization letter shall be submitted along with Bid.
3.	The Bidder must have CMMI Level 3 or higher.	Copy of Valid Certificate to be submitted.
4.	Should have average annual financial turnover on SAP ECC or S/4 HANA implementation / Support projects amounting at least Rs.17.50 Lakhs during the last three consecutive financial years ending on 31.03.2025 duly certified by a Chartered Accountant and Copies of Balance sheet and statement of profit & loss and Certificate duly certified by Chartered Accountants to be submitted for last 3 (three) years.	<b>Certificate issued by a Chartered Accountant along with UDIN</b> showing average annual turnover from SAP implementation/ Support projects for last three years ending 31st March 2025 to be enclosed along with audited copy of Balance sheet & Statement of Profit & Loss.
5.	<p>Experience of having completed work during the last 5 (Five) years ending last day of the month previous to the one in which applications are invited</p> <p>Three similar works, each costing not less than the amount equal to Rs.14.00 Lakhs.</p> <p>OR</p> <p>Two similar works, each costing not less than the amount equal to Rs.17.50 Lakhs.</p> <p>OR</p> <p>One similar work of aggregate cost not less than the amount equal to Rs.28.00 Lakhs.</p> <p><b>The similar works shall mean</b>, "Work Experience/Completion on SAP implementation / Upgradation / support involving modules of FI, CO, HCM, Payroll, ESS/MSS, PS, MM, SD, DMS, BASIS, ABAP for more than 25 user license firm".</p>	<p>The Go-Live / completion 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 along with copy of work order/ agreement for assessing the eligibility of the bidder.</p> <p>However, the certificates issued by Public Limited Company &amp; Private Party must be supported by work order &amp; TDS certificates, 26AS for completed value.</p> <p><b>The submitted TDS certificate 26AS for completed value must be certified by a Chartered Accountant (CA) with a valid</b></p>

		<b>Unique Document Identification Number (UDIN).</b>  [In the event of short fall in modules in one completed work (Example : Only 06 modules covered in one work, another work may be considered of bidder which are submitted for balance modules.]
6.	Bidder should have consultants having worked on support required modules (FICO, HCM, Payroll, ESS/MSS, PS, MM, SD, DMS, BASIS, ABAP) with 3 years of working experience.	List of consultant's name with experience to be enclosed.  In case, fail to provide any module's consultant, then undertaking to be given for arrangement of same by bidder on award of work.
7.	The Bidder should have minimum 150 SAP resources on their payroll, of which atleast 25 must be SAP certified professionals.	Declaration to be attached on Company Letter Head.
8.	The bidder should not have been blacklisted in any of the Central or State Government departments including PSU's.	Attach Undertaking
9.	The bidder should have registration under GST & should have valid GSTIN number.	Attach copy of Certificate
10.	Bidders should have valid Permanent Account Number of Income tax and PF Registration No.	Attach Copy of Registration
11.	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 of Registration

**Note : Joint-Venture/ Consortium are not eligible to bid**

Documents required for meeting Qualification Criteria

**a) Bidder's past experience as Consortium/ Unincorporated Joint Venture (JV):**

While evaluating the Bids, Bidder's past experience as a leader or member of a Consortium/ Unincorporated Joint Venture (JV) shall be considered acceptable, provided his scope in that Consortium/JV meets the requirement stipulated in the Experience Requirement.

In the event that the experience of the Consortium/Unincorporated Joint Venture (JV) submitted by the Bidder is deemed to meet the 'similar work' criteria, it is necessary to indicate the division of the scope of work in terms of specific activities and the associated value of work between the Consortium/Unincorporated Joint Venture (JV) members.

**b) Constitution of firm:**

Bidders have to submit an affidavit as per prescribed format in **Annexure-IV** along with the supporting documents viz. Partnership deed (notarized), Registration Certificates in Ministry of Corporate Affairs, Memorandum and Articles of Association of the firm and Board Resolutions to prove the authorization for submitting the bid.

- a. In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the tender is signed by any other person, Power of Attorney by the Sole Proprietor in favour of signatory.
- b. In case of Partnership, if document is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the documents authorizing him to sign the documents. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.
- c. In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.

Bidders have to submit undertakings regarding details of the Constitution of the firm/Company along with the details of its directors as per enclosed **Annexure-B**. In case the bidder fails to submit Constitution of firms with the bid along with the details of its firm Directors as per Annexure their bid will be rejected.

**c) Verification of Credentials:**

Submission of authentic documents is the prime responsibility of the Bidder. EPI shall carry-out verification of the documents submitted towards meeting the Qualification Criteria. Wherever EPI has concern or apprehension regarding the authenticity/correctness of any document, EPI reserves the rights of getting the document cross verified from the document issuing authority.

## **Unit-4**

### **4. Scope of work**

A description of the envisaged scope is enumerated as under. Based on the contents of the NIT, the selected successful bidder shall be required to independently arrive at the Methodology, based on globally acceptable standards and best practices, suitable for EPIL. The EPIL expressly stipulates that the selection of successful bidder under this NIT is on the understanding that this scope contains only the principal provisions for the entire assignment. The successful bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment at no additional cost to EPIL.

#### **4.1 Detailed Scope of work**

- 1.** This scope of work includes Off Site support activities (on site as and when required) of the following modules implemented in EPIL:
  - a) Financial & Controlling (FICO)
  - b) Document Management System (DMS)
  - c) HR and Payroll System (HCM)
  - d) Employee Self Service/ Manager Self Services (ESS/MSS)
  - e) Sales & Distribution (SD)
  - f) Project System (PS)
  - g) Material Management (MM)
  - h) BASIS
  - i) ABAP
- 2.** The successful bidder will be responsible for:
  - (a) Helpdesk for resolving SAP related issues faced by the users
  - (b) Process, Configuration, Integration, Migration of data, testing and support.
  - (c) Code Change, Upload Template Changes, BDC Changes, Bug fixing support for resolving problems and issues during the support period
  - (d) Proactive Monitoring of the SAP Landscape
  - (e) Periodic Back Up and System Refresh/Client Copy Activity
  - (f) Creation and configuration of Plant as per the requirement
  - (g) Change management due to changes in statutory Acts & Rules made thereunder
  - (h) Enabling and Maintaining Audit Trail according to the time to time requirement.
- 3.** For all these support activity adequate dedicated resources will be provided remotely and may be deployed at EPIL's Corporate Office, New Delhi, if required, by the successful bidder.
- 4.** The proposed support scope shall cover the following offices of EPIL:
  - a)** EPIL, Core-3, Scope Complex, Lodhi Road, New Delhi-110003 (Corporate office)
  - b)** Other offices at various locations in India & abroad (Mumbai, Chennai, New Delhi, Kolkata, Guwahati, Hyderabad, Bhubaneswar, Oman and Sri Lanka)
  - c)** However, the support activities will be carried out from EPI Corporate Office, New Delhi office sites only which is having primary data center at Faridabad (Haryana).

- 5.** The successful bidder should provide contact numbers, email addresses, escalation matrix of a dedicated support team. EPIL shall be kept informed well in advance in case any changes are being made in the contact details.
- 6.** Support of Consultant is required exclusively for each module mentioned in the Clause No.4.1.1 for the regular activities, fixing of issues/minor enhancement, etc., as and when required. Bidder should ensure that consultants for each module is available in their organization for the above support.
- 7.** The bidder shall ensure that a senior support team manager (project manager) having more than five years of SAP experience provides consistent leadership and performance monitoring for bidder staffing for effective support.
- 8.** EPIL may choose different vendor for incorporation of any new functionality. AMS vendor has to provide all kind of support to the existing vendor/EPIL in such situation.
- 9.** EPIL should be notified by the successful bidder for any change of resources / consultants in the support team.
- 10.** The consultants of successful bidder will use SAP Solution manager tool implemented / configured in EPIL for Incident management and recording/tracking of issues raised during support period.
- 11.** The successful bidder is responsible for maintaining the knowledge database in the incident management tool (SAP Solution manger) for the issues getting resolved so that the same can be used by the support team to provide solution for similar incident / issues in future.
- 12.** The successful bidder shall support current or upgraded version of the ERP SAP ECC 6.0 EHP7 implemented in EPIL. EPIL may choose to upgrade the version of the product depending on the additional functionality & features offered. Successful bidder shall support the deployed or upgraded version of SAP during the support period.
- 13.** The successful bidder should apply the necessary patches and releases, as and when available on development quality and production environment. The patches should be tested by the support team in Development/Quality environment and subsequently UAT will be carried out by the end users in the Testing environment before they are implemented in production. Any major version upgrade will be considered as outside of scope of AMS Support.
- 14.** The change management in EPIL is a predefined process which keeps track of all the changes carried out in the system through proper documentation and approval mechanism. The successful bidder, during this support phase, should follow the procedure for any Change in the system. All such changes depending on the type of requests would follow one of the below mentioned path of the change management process.
  - a)** Any system error, issues, bug fixes or any recommendations from Product vendor SAP, will be carried out by the successful bidder without any additional cost to EPIL.
  - b)** Any changes related to the existing interfaces like addition/deletion of new fields, changes in the mapping, creating/modifying static and dynamic queues, structural changes etc. will be carried out by the successful bidder without any additional cost to EPIL.

- c) Minor configuration changes and all operational and functional activities will be carried out by the successful bidder without any additional cost to EPIL.
- d) Any change requests pertaining to the processes implemented in EPIL for the module defined in the scope will be considered as non-commercial Change request. In this case the successful bidder will carry out the changes without any additional cost to EPIL.
- e) For changes pertaining to completely new processes, or any new developments etc., the total efforts (man days) required for the change requests will be mutually agreed by both the successful bidder and EPIL.

**If the total efforts required upto 10 (ten) man days, then the successful bidder will implement the change free of cost. In case of changes requiring efforts more than 10 (ten) man days, EPIL will get it done for the financial implication to carry out the changes with agreed man-days cost (Rate Contract) from the successful bidders. The Change Request developments to be carried out through onsite for timely completion.**

- 15.** Any changes due to Statutory/Legal compliances shall be included in the scope.
- 16.** Financial reports like Balance sheet, trial balance etc. is generated from SAP system. Hence, successful bidder should ensure that the closing activities are performed in time to comply with the statutory requirements. Any issue impacting the closing should be resolved on highest priority to meet the timelines and avoid any business impact.
- 17.** The successful bidder will implement SAP Notes as and when required without any additional cost.
- 18.** The consultants of the successful bidder will bring their own devices (Laptops) along with required licensed software such as team viewer, MS office etc. EPIL will not provide Software and LAPTOP/Desktop to the said consultants.
- 19.** The successful bidder should maintain all the necessary documentation (i.e., Functional specs, Technical Specs, List of affected codes, Test scripts, Unit test plans, System Test plans etc.) for any changes they perform in the system. All these documents should be approved by EPIL.
- 20.** The successful bidder should also carry out Code review, SIT of the process / module (including co-ordination with other vendors), Unit testing, Integration testing of components etc. for any new enhancement. They will also be responsible for conducting the User acceptance testing for the same where the users will participate.
- 21.** The successful bidder should suggest suitable T codes / Roles and Authorizations Matrix for using the SAP system by all types of users.
- 22.** The successful bidder should do hand holding activities to the users wherever required. EPIL may ask the consultants of the successful bidder to provide training for some processes to the users as per the requirement.
- 23.** The basis consultants of the successful bidder will perform all type of monitoring and administrative activities like restarting SAP servers, maintenance of system

configuration, administration for Browser-Based User Dialogs, User Administration (ABAP/JAVA), RFC Connections and monitoring, Administration for External Communication, Scheduling Background Tasks, Printer Connections, System Monitoring and Trouble Shooting, Setting Up an SAP System Landscape, SLD monitoring, Creating/ Exporting/Importing Transport Requests, Client Tools, SAP Note Assistant, Support Package Upgrades, System Workload Analysis, System trace monitoring, Performance Analysis Monitors, SAP Memory Management, System Load Verification, Expensive SQL Statements Analysis, SAP Table buffering, Database Overview and monitoring, DB Monitoring( log space, table space etc.), Recovery, DBA activity, system refresh activity, client copy, EWA report maintenance, primary dump analysis, system log monitoring, TREX and Web Despatcher and issue of SAP GUI.

The successful bidder will perform SAP BASIS activities in Development, Quality and Production servers/ environment across SAP landscape. They will also perform all the System Monitoring and health check activities for smooth running of the servers.

- 24.** The successful bidder shall prepare monthly status reports and submit to EPIL along with their Quarterly Bill.
- 25.** The successful bidder shall interact with other product vendors / support vendors for system related issues in co-ordination with EPIL.
- 26.** Bug fixes/program changes will be tested by the support team in Development environment and subsequently UAT (user acceptance testing) will be done by the end users in the Quality environment before they are transported to production.
- 27.** Any SAP product level issues needs to be intimated through SAP market place and a follow up on the same for quick resolution.
- 28.** The support team should provide suitable solutions whenever there are requirements for integration between systems and any reporting requirements coming from the business users for any developments. Any changes with respect to those requirements should be handled by the support team.
- 29.** The Successful bidder is also responsible for handling issues/ changes related to integration of modules.
- 30.** As of now, we have no any DR site, if any support is required in future, pertaining to SAP applications in DR site then same should be extended by the successful bidder to the DR site.
- 31.** The successful bidder will follow the holiday calendar of EPIL. They should deploy support team during the EPIL working days from Monday to Saturday (9.00 AM to 5.30 PM). The vendor team has to work late after working hours and attend issues on holidays as and when required without any additional cost to EPIL.
- 32.** In line with the above, vendor will need to submit the qualification & experience of their consultants and their proposed deployment schedule before the commencement of the project. The qualification of consultants shall be checked by EPIL. If EPIL is not satisfied with the documents submitted, the vendor shall withdraw such consultants and commence the work only after suitable consultants are available for deployment.

**Level 1 Support (Help desk):** Level 1 support team would receive the tickets in solution manager and try and resolve if any solutions are directly available. They would assign all unresolved tickets to the concerned Level 2 support team. Communications to users in all cases will be done proactively by Level 1. Telephonic support, email support or end user level support on their desk has to be provided by successful bidder as and when required. Level 1 team may raise the issue in incident management tool (solution manager) for record purpose if the issue is reported through email or telephonically.

**Level 2 Support:** Level 2 support team will be responsible for detailed problem determination of issues escalated from Level-1. This detailed problem determination includes simulating the issues, determining the point of failure by stepping through the ABAP Code or configuration processes, and identifying the problem resolution. All application support tickets, master data or transactional data related tickets will be handled in Level 2.

**Level 3 Support:** The level 3 support team will be expected to have the deepest level of application or product understanding. This team should understand both the standard application features as well as the detailed components of the customized features. As and when bugs occur in the code or configuration, the level 3 support person will be responsible for making changes to system in development client, transporting them, communicating the change to the level 2 support person, who can then resolve, test and close the user call. For the more technical roles, this includes not only user calls/issues, but also those problems found by the proactive application monitoring being done on a regular basis by the level 2-support person. Therefore, the level 3 person may also have to apply patches, complete performance tuning, re-create tables or indexes, etc. Level 3 consultants should interact with SAP product team (through market place, telephonically) in case there is an issue / bug in the product level to resolve the issue effectively.

**33.** The successful bidder will adhere to the following Service Level Agreements (SLA) related to both the Level 1 and Level 2/3 support for the production problems:

**Severity Level Details:**

- a)** Severity1 (Critical) - A critical function is not available or very seriously impaired for our any business continuity. The system is unable to be used for normal business activities. No viable workaround is available. There is certainty of financial loss to EPIL
- b)** Severity 2 (High) - An important service is seriously impacted by a problem. Few users are impacted. There is no realistic workaround available and financial, customer-related, or safety related impacts could occur. There is a problem with part of the system, which impacts on EPIL's decision making. No viable workaround is available. There is a likelihood of financial loss.
- c)** Severity 3 (Medium) - A non-critical service is unavailable or impaired by a problem. There is no direct immediate impact on business. Work can continue with minor disruptions or loss of efficiency. Alternative ways of performing normal work are available.

**SLA time for resolution of the issues will be as below:**

Time To / Severity Levels	Severity 1	Severity 2	Severity 3
Response Time	2 Hours / ASAP	4 Hours	6 Hours
Workaround	2 Hours / ASAP	8 Hours	24 Hours
Resolution	4 Hours / ASAP	48 Hours	72 Hours

- Severity 1 issues would be attended on 24x7 basis.
- Severity 2 & 3 issues would be attended within working hours.
  - All analysis and supporting screenshots should be gathered by the vendor. In case of attaching the respective documents in SAP SOLMAN, EPIL Team will decide their action.
  - The “resolution duration” refers to the total number of clock hours within which the fault that has been reported to the Level 1 or Level 2/3 support contact person should be resolved, starting from the time of reporting.

#### **4.2 Deliverables**

- a)** Monthly review report on the issues resolved and Document containing details of Changes handled, Transports moved etc. w.r.t each Issue reported.
- b)** Minutes of Meetings for all the meetings with the users, vendors and other stake holders.
- c)** Knowledge database building through Solution Manager for the issues being resolved.
- d)** All documentation involved in Change Management Process defined in the Scope.
- e)** Business blueprint, Configuration documents, Functional Specification Document, Technical Specification document, source code wherever there is a change.
- f)** Patch upgrades documentation as and when the patch upgrade activity is performed.
- g)** Scheduling and documentation of Technical support activities across SAP landscape.
- h)** Monthly updated Support team details and escalation matrix with responsibilities during business hours and after office hours including weekends should be submitted.
- i)** User Manuals and Training documents for newly implemented processes or for any changes in the existing processes.

#### **4.3 Knowledge Transfer (KT) procedure**

- It is the responsibility of the successful bidder to ensure that the knowledge transfer is carried out in all respect from the existing vendor of EPIL. The duration required for this knowledge transfer will be decided by EPIL and intimated to the successful bidder during the award of the contract / work order
- The successful bidder should deploy adequate resources to carry out the complete knowledge transfer effectively within the stipulated timeline provided by EPIL without any cost to EPIL 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)
- Similarly it is the responsibility of the bidder during outgoing the knowledge transfer is to be carried out for incoming vendor.

#### **4.4 The tentative list of tasks which may be required to be done under annual SAP support service is as under:**

- Upgrade all SAP systems (R3, EP, MM, SD, PS, FICO, HCM, ABAP, BASIS & DMS) of EPIL to latest Patch Level for all listed landscape and functional application systems if required.
- Upgrade SAP Kernel to latest SAP Kernel Patch Level.
- Support / Assist for hardware/OS upgrade with the SAP application upgrade if required.
- Provide the best approach to make technical changes in BASIS, ABAP and other programs
- Modify all custom reports/interface programs and all modified objects affected by the upgrade.
- Patching of all SAP components and Portal as and when required.
- Configuration of Solution Manager as and when required for Patching and other work.
- Tuning of SAP and SYBASE database.
- Implementing recommendations as per SAP security guides.
- Restoration of SAP backup (only in exception cases)
- SAP Data archiving and retention (for backup and restore purposes only).
- Application of SAP notes, budget up-gradation and Support Packs.
- SAP Patch downloading and updating in the system.
- Backup and restoration testing of SAP system as per SAP standard
- SAP router installation / up gradation as and when required
- OEM Support – Liaoning with SAP towards OEM services for system performance, upgrades / patches etc.
- Document Management system workflow creation and management
- Change Request (Including Configuration change, Process change, Customization) as per requirement.
- System Maintenance / Process improvement / Enhancement.
  - ❖ Integration with other software's like DMS
  - ❖ Resolving Work breakdown Structure challenge
  - ❖ Addressing the process issues that need to be addressed in order to use the system properly
  - ❖ Attending to the requests for functionality that was not included in the original project scope within the implemented SAP modules.
  - ❖ Resolving Requests for additional reports as per EPIL requirements.
  - ❖ Helping EPIL users to correctly carry out transactions in SAP ERP.
  - ❖ Managing SAP ERP Hardware Landscape and Virtualization.
  - ❖ Irrespective of whether support is onsite or offsite, support activities and scope will remain same.
  - ❖ 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 offsite consultant, prior approval of EPIL is required.
3. In case situation required change of any 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. Confidentiality of the process and system shall have to be maintained.
6. 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.
7. Providing SAP consultant for Annual Support services for SAP system to resolve day to day issues and any unforeseen issue and will be required to perform the following technical tasks as and when required.
8. Before making any changes (patching, upgrade, Database migration etc.) to any running system (Production/Quality/Development etc.), Vendor shall ensure the backup of SAP system, File system, Database etc. If any of the activity performed by the consultants results in non-functioning of any part or full SAP system or any other components, then vendor/consultant will restore the system at the working stage without any extra cost to EPI.
9. Bidder should provide the Training / Knowledge Transfer of the activities carried out with proper documentation.
10. The Support Agency/Vendor will be single point of contact for EPIL and will be entirely responsible for any kind of incident management, bug fixing and enhancement of the SAP ERP as well as post implementation centralized hand holding support for any new version roll out for the said SAP ERP.
11. Vendor shall ensure that necessary modifications are implemented and taken as per SAP best practices.

**4.5 Bidder should have to exposure of HANA also. This is required for support purpose, in case of Migration to SAP HANA by EPIL.**

## **Unit-5**

### **5. Special Terms & Conditions**

#### **5.1 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:**

**"The successful bidder shall have to submit SDPG equivalent to the 5% percentage of the Awarded Contract Value within 21 (twenty one) days from the date of Issue of Letter of Intent (LOI). If required, any extension of time beyond 21 days and upto 60 days may be granted by the Competent Authority. However, a penal rate of interest @ 12% per annum shall be charged for the &lay in submission of SDPG after 21 (twenty one) days i.e. from 22nd day to the date of submission of SDPG but within 60 days after the date of issue of LOI. Further, if 60<sup>th</sup> day happens to be declared holiday in the concerned office of EPI, submission of SDPG can be accepted on the next working day.**

**The SDPG shall be submitted in the form of Bank Guarantee (format enclosed), from any Nationalised bank / Scheduled Bank / Commercial Bank or in the form of Insurance Surety Bonds or Account Payee Demand Draft or Fixed Deposit Receipt or online payment in an acceptable form. This SDPG shall be remain valid up to 90 (ninety) days after the end of the Contract Period. In case, the time for completion of work gets extended, the contractor shall get the validity of SDPG extend to cover such extended time for contract period plus plus 90 days.**

**In case, even after 60 days from the date of Issue of LOI, the Bidder fails to submit the SDPG of the requisite amount, LOI will stand withdrawn and EMD of the Bidder shall be forfeited".**

**Security Deposit cum performance bank guarantee shall be finally released on on completion of contract term after furnishing a certificate by the Successful Bidder that no outstanding payment is pending with EPI and proper completion of Knowledge transfer to incoming vendor by the successful bidder.**

#### **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 Sri Lanka 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 thereof.
- 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) offsite/ remote support and deputing onsite (as & when required). Same may further be extended for 2 years if with same price, terms & conditions.

#### **5.5 Schedule of payments:**

- (i) Support part : At the end of each quarter.
- (ii) Change Management : 100% of total Man-day charges after successful Development/ Implementation, testing & live 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 (LOA) 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 EPIL 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 5.9 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

### Non Performance Deduction:

All calls shall be resolved to user's satisfaction by the Vendor from the time of lodging of complaint.

**For Severity Level 1:** For each extra working hour taken beyond stipulated period to resolve the problem will be considered as ten hours down time.

The penalty would be calculated monthly as follows:

Let A = 25% of One year Total SAP-AMC contract cost;

Let B= A / (365 x 24)

Let D= (total no. of additional resolution time in hours of all Criticality Level items x 10)

Penalty (in Rupees) = B x D

**For Severity Level 2:** For each extra working hour taken beyond stipulated period to resolve the problem will be considered as Five hours down time.

The penalty would be calculated monthly as follows:

Let A = 25% of One year Total SAP-AMC contract cost;

Let B= A / (365 x 24)

Let D= (total no. of additional resolution time in hours of all Criticality Level items x 5)

Penalty (in Rupees) = B x D

### For Severity Level 3:

The penalty would be calculated monthly as follows:

Let A = 25% of One year Total SAP-AMC contract cost;

Let B= A / (365 x 24)

Let D= (total no. of additional resolution time in hours of all Criticality Level items)

Penalty (in Rupees) = B x D

Penalty shall be computed on quarterly basis and the deduction shall be made from the bill presented to EPIL for payment, at the end of the particular quarter.

The penalty charges, if any, applicable due to above reasons shall be deducted by EPIL from the payment of the SAP-AMC vendor, as per following criteria:

- a)** For Severity-I items - subject to a maximum of 10 % in a year of total contract value.
- b)** For Severity level-II items - subject to a maximum of 5 % in a year of total contract value.

**c)** For other items - subject to a maximum of 3 % in a year of total contract value.

## **5.10 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.

## **5.11 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 service/ support provider, terminate this contract in whole or in part. The Event of Default by the service/ support provider shall be as set out below:

- i)** Material Breach to meet any of its obligations and which breach the service/ support provider 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 service/ support provider 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

- iii) The service/ support provider has abandoned the Work(s) as set out in the Scope of Work;
- iv) The service/ support provider has been declared insolvent;
- v) A resolution has been passed for voluntary winding up of the service/ support provider.
- vi) Any petition for winding up of the service/ support provider has been admitted and liquidator or provisional liquidator has been appointed or the service/ support provider 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 EPIL 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 service/ support provider 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 service/ support provider 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 service/ support provider.

EPI reserves the right to terminate the Contract by giving 1 (one) month advance notice in writing to the service/ support provider, without assigning any reason thereof.

## 5.12 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 service/ support provider'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.

### **5.13 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.

### **5.14 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.

### **5.15 NDA.**

A Non Disclosure Agreement (NDA) needs to be signed between EPIL and the successful bidder.

### **5.16 Bidders are requested to see GCC of EPI before submission of bids.**

### **5.17 The EMD of all unsuccessful Bidders shall be returned within 30 (Thirty) days of the opening of price bid. EMD of successful tenderer shall be refunded after submission of Security Deposit cum Performance Guarantee by him.**

### **5.18 Tax related Clauses**

#### **Payment of Taxes/Duties & Adherence to procedural requirements under various enactments**

Notwithstanding anything contained above, the bidder shall ensure payment of appropriate taxes, excise duty, custom duty, royalty, cess, levy and other taxes or duties etc. which may be levied by local/state/central government from time to time on all goods and services which may be used for the execution of work made under the contract. The bidder shall issue e-invoice/tax invoice having all the particulars prescribed under the applicable provisions of the GST law including description of goods/services, rate and amount of tax paid or payable on the supplies made under the contract, so that EPI is able to avail Input Tax Credit ('ITC') wherever permissible. The bidder shall comply with all applicable provisions of GST law including the circulars, notifications & instructions issued from time to time by the Government. The bidder shall discharge his obligations for payment of taxes, filing of returns on or before the due dates etc. under the appropriate provisions of law in respect of all the taxes, duties, levies, cess, etc. EPI has the right to seek necessary evidence that the bidder is registered under the law and is duly discharging its obligations under the various tax laws, enabling EPI to avail ITC. In the event of non-payment/default in payment of any taxes, duties, levies etc by bidder, EPI reserves the right to withhold the dues/payments of Contractor.

### **Uploading of Invoice details on GST portal:**

As per Section 16 of CGST Act read with Rule 36(4) of CGST Rules (as amended from time to time) and the corresponding restrictions on the eligibility of ITC, it is important that the respective Vendor/Supplier/Contractor (hereinafter termed as 'Supplier') reports the details of outward supplies in its FORM GSTR-1, on timely basis, to facilitate auto-population of details in FORM GSTR-2A/2B at EPI's end. In case, such details are not auto-populated in FORM GSTR-2A/2B of EPI, due to fault/mistake/delay at Supplier's end, EPI will not disburse the GST component to the respective Supplier. In other words, only when the Supplier discloses the details of outward supplies in its FORM GSTR-1 and the corresponding ITC gets auto-populated in FORM GSTR-2A/2B, EPI will be in a position to avail ITC and consequently disburse the tax component to the Suppliers. Any GST component, even if already disbursed by EPI, would be recoverable by EPI as a deduction from future bills or by any other means as per the contractual terms in case of any adverse action by GST Authorities on EPI.

### **Liability of Interest / Penalty under various Enactments:**

In case EPI has to bear any liability (like interest / penalty etc) due to denial/ reversal/delay of input tax credit in respect of the invoice submitted by the contractors/vendors, for the reason attributable to the contractors/vendors, the same shall be recovered from the RA Bills/bills of the contractors/vendors.

### **Tax Deduction at Source:**

EPI will deduct GST at source at the applicable rates in case transactions under the contract are liable to GST deduction at source as per the prevailing provisions of GST Law.

Income tax deductions shall be made from all payments made to the Contractor including advances against work done, in accordance with the Income Tax act prevailing from time to time.

- 5.19 Clause 72.1 of GCC stand modified as under compensation for delay.**
- 5.20 "Bidder to submit undertaking regarding details of Constitution of firm/company along with the details of its Directors as per enclosed Annexure-B. In case the Bidder fails to submit Constitution of firms with the bid along with the details of its firm Directors as per Annexure-B their bid will be rejected."**

## **Unit-6**

### **Instruction to Bidders**

#### **i. Bid Participation Procedure:**

Interested bidders have to enroll themselves in CPP Portal (hereinafter referred to as the 'portal') to participate in the bidding under this invitation for bids. Also, Tender documents consisting of the following are available on the website of EPI: [www.epi.gov.in](http://www.epi.gov.in).

They may obtain further information/queries regarding this tender from the Inviting Authority at the through e-mail address given in the Bid latest by the date and time specified in the Data sheet.

The intending bidders not registered on the portal mentioned above with CPP Portal are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the portal/help desk of CPP Portal.

For proper uploading of the bids on the portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting the Portal, as and when required, for which contact details are mentioned above. The EPI in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section Instruction to Bidders of the Bidding Documents.

#### **ii. Validity of Tender**

The Tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of Price Bid of Tenders. The earnest money will be forfeited without any prejudice to any right or remedy, in case the bidder withdraws his Tender during the validity period or in case he changes his offer to his benefits, which are not acceptable to EPI. The validity period may be extended on mutual consent.

#### **iii. Disputes in submission:**

Bidders in their own interest are requested to upload/submit their bid well in time. In the event of failure in the bidder's connectivity with the above-mentioned CPP Portal during the last few hours/days, the bidder is likely to miss the deadline for bid submission. Due date extension request due to above reason may not be entertained.

No Manual Bids/Offers shall be permitted. The offers submitted through the designated e-tendering system (CPP Portal) shall only be considered for evaluation & ordering. Bids submitted in physical form or sent in any other form such as through Fax / E-Mail / CD/DVD/Pen Drive etc. shall not be accepted.

#### **iv. Corrigendum / Addendum:**

Bidding Document along with NIT, all corrigendum, addendum, time extension, clarifications, pre-bid queries, etc. to the NIT / bid documents shall be uploaded in the CPP Portal only. Bidders should regularly visit the above CPP Portal to keep themselves updated and submit their Bids based on latest information. All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure. No extension in the bid due date / time shall be considered on account of delay in receipt of any document by mail/post.

**v. Extension of Tender:**

EPI reserves the right to extend the date of submission of the tender or cancel the tender or accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion.

**vi. Date of opening if on holiday:**

In case of any unscheduled holiday taking place on the last day of submission of tender, the next working day will be treated as scheduled day and time for submission of Tender.

**vii. Post-opening Procedure:**

E-Bids must be submitted/uploaded along with scanned copies of relevant documents pertaining to the Bid under Single Stage Two Envelope Bidding Procedure on the CPP Portal on or before the last date and time of online bid submission. Late bids will not be accepted. Under the above procedure, only the first envelope (Technical Part) shall be opened in the presence of the bidders' representatives who choose to attend in person at the address given below on schedule date and time of bid opening or may be viewed by the bidders by logging in to the portal as per features available to them. Second envelope i.e. Price part shall be opened of technically qualified bidders.

- viii. 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.
- ix. These "Instructions to bidders" shall form part of the Bid document.
- x. 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.
- xi. EPI takes no responsibility for tenders lost/delayed in postal transit and therefore, bidders should lodge their tenders sufficiently in advance.
- xii. 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.
- xiii. In the event of award of work, the successful bidder must furnish the Security Deposit cum performance bank guarantee as per the Clause No.5.1
- xiv. EMD of the successful bidder shall be returned within 7 days after the receipt of Security Deposit cum Performance Guarantee.
- xv. The successful bidder, on award of the work shall not sublet the whole or part of the work without the written permission of EPI.

xvi. The words Bidder/Successful Bidder/the Implementation partner/Support Partner/Contractor are synonymous.

xvii. List of Documents to be submitted:

Bidders shall submit the following documents duly signed and stamped with proper indexing and pagination as the technical bid. Only online mode will be accepted for tender submission. Requisite original documents may be asked from bidders as and when required by EPI i.e. power of attorney (if required), affidavit, undertaking etc.

#### **MANDATORY DOCUMENTS (Unit – 2 & 3)**

<b>Sl. No</b>	<b>Document Details</b>	<b>Proforma No.</b>	<b>Bid Clause No.</b>	<b>To be given in</b>
1	Documentary evidence with regards to deposition of Tender Fees.		2.1 & Unit-3	As mentioned in the Clause
2	Documentary evidence with regards to deposition of Earnest Money Deposit (EMD) as per Bid. In case, the bidder submits EMD in form of Bank Guarantee, DD, Bankers Cheque, etc. then physical submission of Original EMD is to be ensured within due date & time of opening of technical bid.	Annexure-A (for BG)	2.2 & Unit-3	Rs.100/- Stamp paper
3	Financial Details with documents as per clause(s) of Financial Criteria.		Unit-3	As mentioned in the Clause
4	Experience / Completion / performance certificates of completed similar works with work order, etc, as per clause(s) of Technical Criteria.		Unit-3	Self-attested Copies
5	List of Consultants		Unit-3	Company Letterhead
6	Declaration of Blacklisting Status	Annexure-D	Unit-3	Company Letterhead
7	The bidder should have registration under GST & should have valid GSTIN number.		Unit-3	Self-attested
8	Bidders should have valid Permanent Account Number of Income tax and PF Registration No.		Unit-3	Self-attested
9	MSME		Unit-3	Self-attested
10	The Bidder must have CMMI Level 3 or higher.		Unit-3	Self-attested Copies
11	The Bidder should have minimum 150 SAP resources on their payroll, of which atleast 25 must be SAP certified professionals.		Unit-3	Company Letterhead

**OTHER DOCUMENTS REQUIRED WITH BID FOR QUALIFICATION**

<b>Sl. No</b>	<b>Document Details</b>	<b>Proforma No.</b>	<b>Bid Clause No.</b>	<b>To be given in</b>
13	Director's details.	Annexure -B		Company Letterhead
14	Affidavit along with supporting Power of Attorney / Board Resolution / Company Registration Certificate / Memorandum and Articles of Association/ Partnership Deed.	Annexure -C		Rs.100/- Stamp paper Notarized
15	Form of Tender	Annexure -E		Company Letterhead
16	All pages of the Tender document along with Addendum / Corrigendum (if any) duly signed by the authorized signatory.			Self-attested
17	Proforma of Bid Security Declaration – to be submitted by MSME Vendors Claiming Exemption from Tender Fees and EMD.	Annexure-H		Rs.100/- Stamp paper Notarized

## **ABBREVIATIONS**

BCV	Business Continuance Volume
BOM	Bill of Material
COTS	Commercially Off-the shelf
DBA	Database Administrator
DC	Data Centre
DR	Data Recovery
EMD	Earnest Money Deposit i.e Bid Security
EPI/ EPIL	Engineering Projects (India) Ltd
ERP	Enterprise Resource Planning
GPC	General Purchase Conditions
GCC	General Contract Conditions
HR	Human Resource
INR or	Indian Rupees
LOA	Letter of Award
LOI	Letter of Intent
LAN	Local Area Network
MPLS	Multiprotocol Label Switching
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
POC	Proof of Concept.
PSU	Public Sector Undertaking
SAN	Storage Area Network
SLA	Service Level Agreement
SOA	Service Oriented Architecture
SRS	System Requirement Specification
VPN	Virtual Private Network
WAN	Wide Area Network
PBG	Performance Bank Guarantee
AMS	Annual Maintenance & Support

## **Unit-7**

### **6. Financial Bid format (Price Bid):**

**Ref : Annexure – G (BoQ in Excel File)**

#### **Note:**

- **Lowest price in “Grand Total” will be only criteria for consideration of Lowest Bidder (L1)**
- **Separate work order for above mentioned Sr. No. 2, will be issued for every change management requirement, as and when required during tenure of the contract.**
- **Bidders are requested to provide their prices in “Financial Bid Format” only otherwise they shall be rejected.**

**Annexure – A**

**BANK GURANTEE IN LIEU OF EARNEST MONEY DEPOSIT**

In consideration of Chairman & managing Director, Engineering Projects (India) Limited, (A Govt. of India Enterprise), Core-3, Scope Complex, Lodhi Road, New Delhi Pin- 110003. (hereinafter called the EPI) having agreed to accept bank Guarantee of Rs..... in lieu of EARNEST MONEY DEPOSIT from ..... (hereinafter called the Supplier/ Contractor/ Sub-Contractor, which expression shall include its heirs, successors and assignees) in respect of the Tender for.....

We, ..... bank having its registered/head office at .....(hereinafter referred to as the Bank) do hereby agree and undertake to pay to EPI without demur or protest an amount not exceeding Rs..... on demand by EPI.

We the above said Bank further agree and undertake to pay the said amount of Rs..... without any demur on demand within 48 hours. Any demand made on the Bank by EPI shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

We the above said Bank further agree that the guarantee herein contained shall be in full force and in effect until ..... date ..... Unless a demand or claim under this guarantee is made on us in writing on or before..... date ..... , we shall be discharged from all liabilities under this guarantee thereafter.

We, the above said Bank, further agree that EPI shall have full liberty, without our consent and without affecting in any manner our obligation to verify, modify or delete any of the conditions. We, the above said Bank, lastly undertake not to revoke this guarantee during its currency except with the prior consent of EPI in writing.

Dated.....this day of.....202x.

For and on behalf of the Bank

NOTE: on a Non-Judicial stamp paper of Rs. 100/- (Rupees One hundred only)

Note: BG should be submitted with Structured Finance Managing System (SFMS) issued by beneficiary bank.

**Annexure – B**

**UNDERTAKING**

(To be submitted by bidder on its Company Letter Head)

**Ref: NIT No.**

**Date :**

Name of tender:

This is to confirm that the following persons are the present Directors of the company/firm:

- 1.
- 2.

It is further confirmed that none of the above Directors is associated with any other company/firm which is quoting for the above referred tender of EPI.

The details of constitution of M/s..... is submitted along with this annexure.

In case, at any later stage the above information is found incorrect, EPI can cancel our Bid/LOI/Contract Agreement and may take any suitable action deemed fit against our company.

Date:

Authorized Signatory  
CEO/Proprietor/MD

Name & Seal of the Company

**Annexure – C**  
**AFFIDAVIT**

(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attested by Notary Public)

(To be submitted in Envelop-1 i.e. Technical bid)

Affidavit of Mr. ..... S/o.....  
R/o.....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s ..... Having its Head Office/Regd. Office at.....
2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for ..... (Name of work)..... To EPI are genuine, true and nothing has been concealed.
3. I shall have no objection in case EPI verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case EPI demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, EPI at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
5. I shall have no objection in case EPI verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted EMD before EPI receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, EPI shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

I,....., the Proprietor / Authorized signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

Verified at .....this.....day of.....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

**Annexure - D**

**Declaration for Non - Blacklisting Status**

(To be submitted by bidder on its Company Letter Head)

Name of work :

NIT No.:

I/We ----- hereby certify that we are not declared ineligible/suspended /blacklisted/banned/ debarred by EPIL or by any Central/state Government Department/public undertaking or Enterprise of Central/state Government at the date of submission of our bid.

Yours faithfully,

(Signature of the Tenderer)

Seal of Tenderer

Dated:

**BIDDER INFORMATION**

(To be submitted by bidder on its Company Letter Head)

1.	Company Name*	
2.	Registration Number*	
3.	Registered Address*	
4.	Name of Partners/Directors	
5.	Bidder type* Indian/Foreign	
6.	City*	
7.	State*	
8.	Country*	
9.	Postal code*	
10.	PAN/TAN/GST Number*	
11.	Company's Establishment Year	
12.	Company's Nature of business*	
13.	Company's Legal status* Limited company/ Undertaking/Joint venture/Partnership/others	
14.	Company Category* Micro unit as per MSME/ Small unit as per MSME/ Medium unit as per MSME/ Ancillary unit/Project of affected person of this company/SSI/others	
15.	Contact Details Enter Company's Contact Person Details	
16.	Title * Mr/Mrs/Dr/Shree/Ms	
17.	Contact Name*	
18.	Date of Birth* (DD/MM/YYYY)	
19.	Correspondence Email*	
20.	Designation	
21.	Phone *	
22.	Mobile*	

### **BANK DETAILS**

23.	PAN NO*	
24.	GST NO*	
25.	NAME OF BANK*	
26.	ACTIVE BANK A/C DETAILS*	
27.	A/C NO*	
28.	A/C TYPE*	
29.	BRANCH ADDRESS*	
30.	IFSC *	

\*Mandatory information (must be filled by the bidders)

**PROFORMA FOR SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE**

The Chairman & Managing Director,  
Engineering Projects (India) Ltd., Core-3, SCOPE Complex  
7, Institutional Area, Lodhi road,  
New Delhi –110 003

Dear Sir,

In consideration of the Chairman & Managing Director, Engineering Projects (India) Ltd.(hereinafter called 'EPI' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of supply contract / sub-contract no. ....

Dated ..... made between.....  
..... (hereinafter referred to as the said Supplier/sub- contractor) which expression shall unless repugnant to the subject or context includes its successors and assigns) and EPI in connection with.....  
(Hereinafter called 'The said supply Contract/Sub-contract) to accept a Deed Security Deposit-cum- Performance bank guarantee as herein provided for lieu of:

- a) The Security Deposit to be made by the said supplier/cub-contractor for the due fulfillment by the said supplier/sub-contractor of the terms and conditions contained in the said supply contract/sub- contract, and
- b) Fulfillment of the conditions of the said supply contract /sub-contract/furnishing a security for the performance of the equipment in accordance with conditions of the said Contract.

We (Hereinafter referred to as "the said bank a Government of India

Undertaking which expression shall unless repugnant to the subject or context includes its successors and assigns) and having our registered office at ..... do hereby unconditionally and irrevocably undertake and agree to indemnify and keep indemnified EPI from time to time to the extent of (.....) only against any loss of damages, costs, charges and expenses caused to or suffered by or that may be caused or suffered by EPI by reason of any breach or breaches by the said supplier/sub-contractor of any of the terms and conditions contained in the said supply contract/sub-contract and or any amount becoming due for non-performance and /or penalty as assessed by EPI and top unconditionally pay the amount claimed by EPI on demand and without demur.

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said supply contract/sub-contract and till all the dues of EPI under the said supply contract/sub-contract or by virtue of any of the terms and conditions governing the said contract have been fully paid and its claims satisfied or discharged and till EPI certifies that the terms and conditions of the said supply contract/sub-contract have been fully and properly carried out by the said supplier/ sub-contractor and accordingly discharge this guarantee subject, however, that EPI shall have no claim under this guarantee after 6 months from the date of expiry of the guarantee unless a notice of the claim under this guarantee has been served on the Bank before the expiry of the said period of 6 months.

EPI shall have the fullest liberty without affecting in any way the liability to the said Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said supply contract/sub-contract to extend time of performance of the said Contract or to postpone for any time and from time to time any power's exercisable by it against the said Supplier/sub-contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to EPI and the said Bank shall not be released from its liability under these presents by any exercise by EPI of the liberty with reference to the matters aforesaid or by reason of time being given to the said supplier/sub-contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the said bank from its such liability.

We, the said bank, further agree that EPI shall be the sole judge of and as to whether the said supplier/sub-contractor has committed any breach or breaches of any of the terms and conditions of the said supply contract/ sub-contact and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by EPI on account thereof and the decision of EPI that the said supplier/sub-contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by EPI from time to time shall be final and binding on the bank.

This guarantee shall be a continuing quarantine and shall remain valid and irrevocable for all claims of EPI and liabilities of the said supplier/sub-contractor arising upto and until mid night of....., subject the claim period as mentioned in para.....

This guarantee shall be in addition to any other guarantee or security whatsoever that EPI may now or at any time otherwise may have in relation to the said supplier/sub-contractor obligation/liabilities under and/or in connection with the said supply contract/sub-contract and EPI shall have full authority to take recourse to or enforce this guarantee in preference to any other guarantee or security which EPI may have or obtain and there shall be no forbearance on the part of EPI IN ENGINEERING OR REQUIRING ENFORCEMENT OF ANY OTHER SECURITY AND shall not have the effect of releasing the said bank from its full liability hereunder:

EPI shall be at liberty without reference to the said bank and without effecting the full liability of the said Bank hereunder to take any other security in respect of the said supplier's/sub-contractor's obligations and/or liabilities under or in connection with the said contract.

This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the said supplier/sub-contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys paid to EPI in terms thereof.

The said bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the said bank in terms hereof shall not be otherwise affected or suspended by reasons of any dispute or disputes having been raised by the said supplier/sub-contractor.(whether or not pending before any arbitrator, tribunal or court) of any denial or liability by the said supplier/sub-contractor stopping or preventing or purporting to stop or prevent any payment by the said bank to EPI in terms hereof.

The amount stated in any notice of demand addressed to EPI to the Guarantor as liable to be paid to EPI by the Supplier/sub-contractor on account of any losses or damages or costs, charges and /or expenses shall as between the said bank and EPI be conclusive evidence of the amount so liable to be paid to EPI or suffered or incurred by EPI as the case may be and payable by the said Bank to EPI in terms hereof. We, the said Bank further undertake that we shall pay forthwith the amount stated in the notice of demand to EPI without demur.

We, the said bank undertake not to revoke this quarantine during its currency except with the consent of EPI in writing and agree that any change in the constitution of the said supplier/sub-contractor or the said Bank shall not discharge our liabilities hereunder.

It shall not be necessary for EPI to proceed against the said supplier/sub-contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which EPI may have obtained or obtain from the supplier/sub-contractor shall at the time when proceedings are taken against the said Bank hereunder be outstanding or unrealized.

Our liability under this guarantee shall be restricted to..... and this guarantee shall remain in force until midnight of ..... unless a claim to enforce this guarantee is filed with us within six months from .....(which is date of expiry of this guarantee), we shall be discharged from all liabilities under this guarantee thereafter.

Dated..... This day of ..... 20.....

FOR AND ON BEHALF OF BANK

Note: BG should be submitted with Structured Finance Managing System (SFMS) issued by beneficiary bank.

**Perfoma of Bid Security Declaration**  
(For bidders claiming exemption for EMD)

(To be submitted by bidder on a non-judicial stamp paper of Rs. 100/- duly notarized by notary public.)

Name of Tender:

Ref :

It is here by submitted that if I/We ..... (Name of bidder/firm/company) withdraw or modify the bids during period of validity, or if I/We - ..... ..... (Name of bidder/firm/company) are awarded the contract and I/We ..... ..... (Name of bidder/firm/company) fail to sign the contract or fail to submit stipulated performance security before the deadline defined in the tender documents/LOI, I/We ..... (Name of bidder/firm/company) will be suspended to take part in EPIL's tendering process for the period of two years from the date of occurrence of the above mentioned default."

Date:

Authorized Signatory