

**DESIGN, SUPPLY, INSTALLATION,
TESTING AND COMMISSIONING
OF
SAP ESS SYSTEM**

ESS15

FOR

PHASE-3 OF DELHI MRTS PROJECT

ESS15

VOLUME 1

NOTICE OF INVITATIONS TO TENDERER (NIT)

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NOTICE INVITING TENDER (NIT)

1. The ED/S&T/P-I, Delhi Metro Rail Corporation Ltd., Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-01, Invites sealed tenders through open tendering process up to 1500 Hrs till 02.03.2015 for the following work:

Name OF Work	Earnest Money Deposit (Rs.)
IMPLEMENTATION OF SAP ESS SYSTEM	8,72,000/-

2. The tender should be in the prescribed form, obtainable personally from the office of the ED/S&T/P-I, Delhi Metro Rail Corporation Ltd. at the above address on payment of **Rs. 21000/-** (Twenty One Thousand only) including DVAT @ 5% as tender document cost in the form of crossed demand draft drawn in the favour of **'Delhi Metro Rail Corporation Ltd.'** Payable at **'New Delhi'** or can be downloaded from <http://www.delhimetrorail.com> from **19.01.2015** to **29.01.2015**. In case of a downloaded document, the demand draft towards the cost of Tender document shall be enclosed along with the bid.
3. In no circumstances will, the amount paid for the tender form, be refundable.
4. The tender form is non-transferable.
5. The tender will be issued up to 1700 Hrs on **29.01.2015** from the office of ED/S&T/P-I at 6th Floor, B Wing, , DMRC, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi – 1 or can be downloaded from <http://www.delhimetrorail.com> . The tender will be opened on 1530 Hrs at **02.03.2015** in the office of ED/S&T/P-I at 6th Floor, DMRC, Metro Bhawan, Fire brigade Lane, Barakhamba Road, New Delhi-1.
6. The EMD should be submitted in form of crossed Demand Draft/FD/Bank Guarantee drawn in favour of **Delhi Metro Rail Corporation Ltd.** payable at **New Delhi**.
7. The tender that does not accompany EMD along with required documents will summarily be rejected.
8. Late Tender (received after due date and time of submission of bid) shall not be accepted under any circumstances.
9. The tender securities (EMD) of unsuccessful tenders shall be discharged/returned by DMRC after awarding of contract & EMD of successful bidder shall be released after the submission of Bank Guarantee.
10. The Performance Guarantee / Contract Agreement should be executed in the prescribed format provided by DMRC Ltd.
11. If due to unforeseen circumstances, the tender is not opened on the stipulated date and time, the same will be opened on the next working day on the same time, i.e. at 1530 Hrs. Corporation will not be responsible for any type of delay.
12. Completion period of the work is 32 weeks from the date of issuing of Letter of Acceptance (LOA).
- 13. QUALIFYING REQUIREMENTS AND DOCUMENTS TO BE FURNISHED**
- In order to be eligible for bidding, the bidder shall meet the following qualifying criteria:
- 13.1 The tenders for this contract will be considered only from those firms (proprietorship firms, partnerships firms, companies, corporations), who meet requisite eligibility criteria prescribed in the Annexure 4 of NIT (prequalification Criteria).
- 13.2 Tenderer shall not have a conflict of interest. The Tenderers found to have a conflict of interest in this tender process shall be disqualified. Tenderers shall be considered to have a conflict of interest, if:
- a. Submit more than one tender for the work.
 - b. If tenderers in two different tenders have controlling shareholders in common.
- 13.3 The Tenderer must not have been banned for business by any central/state government department or public sector undertaking and also none of work was rescinded by DMRC after award of contract during last 5 years due to non-performance(undertaking to given on company's letter head).

13.4 No consortium or joint venture is allowed for bidding

13.5 Financial Standing (Annual Turn Over)

The tenderers must have a positive net profit in last three financial years

Notes:

Financial data for last five audited financial years has to be submitted by the tenderer in **Annexure 2 & 3A** along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any other year than the last year is not submitted, the tender will be considered as non-responsive.

13.6 Performance Certificates

The Bidder must have the performance certificate in SAP related work from at least two government organizations/ public sector units.

13.7 Following documents shall be furnished by the bidder to enable the DMRC to make an assessment as to whether or not the bidder complies with the qualifying criteria:

- a. Documents related to the qualifying criteria as per in NIT Annexure 4.
- b. Audited Balance sheet for the last five years (2009-10,2010-11,2011-12,2012-13,2013-14).
- c. Permanent Account Number (PAN/TIN) issued by Income Tax Department.
- d. Financial Data as per Annexure 2 & 3A of NIT.

13.8 DMRC reserves the right to accept or reject any of all proposals without assigning any reasons, the tenderer shall not have any cause of action or claim against the DMRC for rejection of his proposal.

13.9 The firm should have experience of having satisfactorily completed/ executed similar type of works (Turnkey/System Integration project involving supply/installation of hardware, software development/license delivery and implementation of software) as detailed in the bid document and should have successfully completed business towards implementation/support for SAP ERP during the last 5 years (2009-10,2010-11,2011-12,2012-13,2013-14) as on 31.03.2014.

One similar completed works* costing not less than Rs 7 crore

or

Two similar completed works*, each costing not less than Rs 4.4 crore

or

Three similar completed works*, each costing not less than Rs 3.5 crore

* similar completed works includes supply & installation of hardware, software development/license delivery and implementation of software

**On Behalf of DMRC Ltd.
ED/S&T/P-I**

ANNEXURE-1

NOT USED

#

ANNEXURE- 2

Financial DATA

Applicant's legal nameDate

Page of Pages

S.N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		Year 2009-10	Year 2010-11	Year 2011-12	Year 2012-13	Year 2013-14
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits Before Taxes					
6.	Annual Profits After Taxes					
7.	Net Worth [= 1 - 3]	X	X	X	X	
8.	Working Capital [=2 - 4]	X	X	X	X	
9.	Return on Equity					
10	Annual turnover (from Related work)					
11	Gross Annual turnover					

Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years(2009-10,2010-11,2011-12,2012-13,2013-14), as indicated above, complying with the following conditions.

1. All such documents that reflect the financial data of the tenderer
2. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
3. Historic financial statements must be complete, including all notes to the financial statements.
4. Return on Equity = Net Income / Shareholders Equity
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock).
Shareholders equity does not include preferred shares.
5. The above Annexure shall be duly certified by Chartered Accountant in practice/ Company Auditor under his signature & stamp.

ANNEXURE- 3A

FINANCIAL DATA

(WORK DONE DURING THE LATEST LAST FIVE FINANCIAL YEARS)

NAME OF THE TENDERER :

(All amounts in Rupees in Crores)

S. No.	Description	Financial Data for Last 5 Audited Financial Years (updated as per Note 5 given below)	
1	Total value of <i>work done</i> as per audited financial statements	Year 2009-2010	
2		Year 2010-2011	
3		Year 2011-2012	
4		Year 2012-2013	
5		Year 2013-2014	

NOTE:

1. Attach attested copies of the Audited Financial Statements of the last five financial years as Annexure.
2. All such documents reflect the financial data of the tenderer. The financial data in above prescribed format shall be certified by Chartered Accountant in practice / Company Auditor under his signature & stamp.
3. The above financial data will be updated to 31.03.2014 price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. **The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.**

ANNEXURE- 3B

Not Used

Annexure 4

Prequalification Criteria

S. No.	Criteria	Documents required
1	The bidder must be a Company registered under the Indian Companies Act, 1956 and who have their registered offices in India and should have been in existence for a period of at least 5 years from the date of submission of bids	Certificate of Incorporation
2	The bidder must have a valid Service Tax Registration in India	Copy of Certificate
3	The bidder should have completed one System Integration project where HW, Software and Implementation Services have been provided.	Customer order PO/LOA & completion certificate*
4	The bidder should have successfully implemented SAP ERP with more than 400 ERP users in at least 3 organizations globally	Customer order PO/LOA & completion certificate*
5	Bidder should have implemented at least 1 SAP ERP project with more than 400 users in public sector/government organizations in India	Customer order PO/LOA & completion certificate*
6	Bidder should have implemented at least 1 project where SAP ESS/MSS were implemented as a part of solution for more than 1000 employees in public sector/govt. organization in India	Customer order PO/LOA & completion certificate*
7	The bidder must be profitable in each of the last 3 financial years (2010-11,2011-12,2012-13)	Audited Statements

* completion certificate should cover :

- Hardware platform
- SAP version along with database
- SAP modules
- Total number of user licenses
- SAP ESS implemented (Yes/no)
- System in operation since
- Database migration (Yes/no)
- Any delay, if yes reason
- Any penalty, if yes reason

DELHI METRO RAIL CORPORATION LIMITED

MASS RAPID TRANSPORT SYSTEM

DESIGN,SUPPLY, INSTALLATION,

TESTING & COMMISSIONING OF

SAP ESS SYSTEM

ESS15

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DELHI METRO RAIL CORPORATION LIMITED

MASS RAPID TRANSPORT SYSTEM

DESIGN,SUPPLY, INSTALLATION,

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INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS

A. General.

A1. General Description of the Work

Delhi Metro Rail Corporation Limited (DMRC) has been authorised to proceed with the implementation of Phase-III of the Mass Rapid Transport System (MRTS) for Delhi. This tender is for implementation of SAP ESS system and its integration with SAP ERP system. The details of work is mentioned below:

1. Supply of Hardware & Non-SAP Software
2. Design, Installation & commissioning of Infrastructure
3. Data Migration/Technical Upgrade
4. Supply of SAP ESS & MSS Licenses
5. Implementation of the SAP ESS
6. Project Management in different phases, Change Management and Training.
The work covering all the above elements put together will be completed by the bidder on turnkey basis
7. Post Implementation support services for running the SAP Application, Non-SAP applications and Infrastructure Facility Management services.

A1.1 The work comprises Design, supply, installation, testing and commissioning SAP ESS System, supply of spares and the training of operation and maintenance personnel.

A1.2 The Contractor shall preferably establish facilities for transfer of knowledge in relative areas of implemented ESS system. The transfer of knowledge shall cover the areas listed in Employer's Requirements, if any.

A1.3 The Contractor shall also carry out effective interface and coordination with Designated Contractors and others appointed by the Employer from time to time, during the Contract Period.

A1.4 The quoted hardware should support no. Of SAPS as required in PS and benchmark certificate should be available for the same.

A1.5 The Contractor shall be required to undertake supervision of maintenance of the entire hardware delivered under this contract and guarantee supply of spares against faulty equipment during 5 years support period.

A1.6 The detailed Scope of Work for the Contractor is further described in the Employer's Requirements.

A1.7 The procedure for evaluation and award shall be followed according to clause E 7.2 & F 1.1.

A2 -Deleted-**A3. Eligible Tenderers**

Unless otherwise approved by the Employer, the tenders for this Contract will only be considered from those companies, corporation, , who clear the pre-qualification criteria defined in ITT Annexure 1B of tender & NIT Annexure 4.

A4 Eligible Source Countries for Materials, Plant, and Services, etc.

There are no restrictions on the country of origin of Plant, Materials, and services to be provided under the Contract. However, all Plant, Materials and services shall be to the satisfaction of the Employer. All Plant, Materials and services included in the Tenderer's Proposals and incorporated into the Contract Document shall not, in any event, be construed as a submission to the Employer under the Contract.

A5 Qualification of the Tenderer

A5.1 The Tenderer to qualify for award of Contract, shall submit a written power of attorney authorising the signatories of the tender

A5.2-NA-

A5.3 The Tenderer shall submit with his Tender full details of his ownership and control.

A5.4 Each power of attorney shall be notarised by a competent authority in the country of the issuing company. Document provided from countries, which are not signatories to the 1961 convention shall be legalised by a Consular Officer of the country from which the document is issued.

A5.5 Tenderer or any associate is required to confirm and declare with his Tender that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Tenderer as non-compliant, and declare any Contract if already awarded to the Tenderer to be null and void.

A5.6 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a tender will be an offence under laws of India. Such action will result in the rejection of the tender, in addition to other punitive measures.

A5.7 The tenderer is required to confirm that the applicant is not one of the following:

- (i) A firm or an organization which has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of this project;
- (ii) Any association/affiliates (inclusive of parent firm) of a firm or an organization mentioned in subparagraph (i) above.
- (iii) A contractor who lends, or temporarily second his personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

(iv) -NA-

A5.8-NA-

A5.9 Information supplied by an Applicant must apply to the Applicant or constituent member named in the application and not, unless specifically requested, to other associated companies or firms. Unless otherwise approved by DMRC, invitation to tender documents will only be issued to contractors or groups whose identity and/or constitution is identical to that at pre-qualification.

A6 One Tender per Tenderer

Each Tenderer shall submit only one tender. Each tender submitted shall consist of one technical bid and one financial bid.

A7 Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

A8 Site Visits

A8.1 The Tenderer is advised to visit and examine the Site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed Works. The costs of visiting the Site shall be borne by the Tenderer. It will be deemed that the Contractor has undertaken a visit to the site of Works and is aware of the site conditions prior to the submission of Tender Documents.

A8.2 The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, shall release and indemnify the Employer and his personnel from and against all liability in respect thereof and shall be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

A8.3. The Tenderer shall note General Conditions of Contract (GCC) Sub - Clause 4.9 in which it is deemed that the Tenderer has taken into account all the factors that may affect his tender in preparing his offer.

B. Tender Documents

B1 Content of Tender Documents

B1.1 The Tender Invitation Documents, as listed below, have been prepared for the purpose of inviting a tender for design, manufacture, supply, installation, testing and commissioning of SAP ESS System in connection with Tender ESS15 of the Mass Rapid Transport System (Phase-III) and as more particularly described in these documents.

- (a) Notice of Invitation to Tender;
- (b) Instructions to Tenderers including Annexures;
- (c) Form of Tender and Appendices;
- (d) General Conditions of Contract
- (e) Special Conditions of Contract and Schedules
- (f) Employer's Requirements
 - General Specifications including appendices
 - Particular Specifications including appendices

- Employer's Requirements on Safety, Health & Environment

B1.2 The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the tender submittal will be at the Tenderer's own risk. Tenders that are not substantially responsive to the requirements of the Tender documents will be rejected.

B1.3 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.

B2 Content of Supporting Documents

B2.1 Delhi Metro Railway General Rules 2002 or latest version.

B2.2 -NA-

B2.3 The accuracy or reliability of the documents referred to in this Clause B2 and of any other information supplied, prepared or commissioned at any time by the Employer or others in connection with Contract ESS15 is not warranted. The Tenderer should visit, examine and assess the site including the working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract. Contract shall be performed as per relevant standards ensuring safe and reliable train operations meeting the performance requirement.

B3 Clarification of Tender Documents

B3.1 The Tenderer shall check the pages of all documents against page numbers given in indexes and summaries and, in the event of discovery of any discrepancy, the Tenderer shall inform Executive Director/S&T/Project-1, DMRC forthwith.

B3.2 Should the Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents or the extent of detail in the Employer's Requirements, and Tender Drawings, the Tenderer shall seek clarification from Executive Director/S&T/Project-1, DMRC, not later than 10 days before submission of Tender date. All communications between the Tenderer and Executive Director/S&T/Project-1, DMRC shall be conducted in writing.

B3.3 Except for any such written clarification by the Executive Director/S&T/Project-1, DMRC which is expressly stated to be by way of an addendum to the documents referred to in paragraph B1.1 above and/ or for any other document issued by the Employer or the Employer's Engineer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the Employer's Engineer shall be taken to bind or fetter the Employer or the Employer's Engineer under the Contract.

B4. Amendment of Tender Documents

B4.1 Tenderers are advised that further instructions to Tenderers and amendment to the Tender Documents may be issued during the tender period. Such an amendment in the form of an addendum will be sent in writing or by fax within the date given in NIT, to all prospective tenderers who have purchased the tender document, in the tender period. Same will also be available on DMRC website. In case of delay beyond the last date of issuing addendum given in NIT, the date of submission, at its sole discretion may be extended by DMRC. Without prejudice to the general order of precedence prescribed by Clause 1.5 of the GCC, the provisions in any such addenda shall take priority over the Invitation to Tender and Tender Documents previously issued. Tenderer shall acknowledge receipt of such documents and list them in the Tender Submittal.

B4.2 The Tenderers should note that there might be aspects of his Tender and/or the evaluation documents submitted with the Tender that will necessitate clarification. It is intended that any aspect of the said

evaluation documents and any amendments or clarification which are to have contractual effect will be incorporated into the Contract either:

- (a) by way of Special Conditions of Contract to be prepared on behalf of the Employer and agreed in writing by the Tenderer prior to and conditional upon acceptance of the Tender; or
- (b) by the Tenderer submitting, at the written request of the Employer, documents which are expressly stated to form part of the tender, whether requested before or after submission of the documents forming part of the Tender, identified in paragraph C2.1.1 below, and whether as supplements to, or amended versions of such documents.

Save as aforesaid, all such amendments or clarifications shall not have contractual effect.

C. Preparation of Tenders

C1 Language

Tenders and all accompanying documents shall be in English. In case any accompanying printed literature is in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

C2. Documents Comprising the Tender

C2.1 The Tenderer shall, on or before the date and time given in the Notice of Invitation to Tender, submit his Tender in one main envelope containing three separate sealed envelopes as given below clearly marked with the name of the Tenderer and with:

Envelope-1: "Contract ESS15: Tender Security "

Envelope-2: "Contract ESS15: Technical Package"; and

Envelope-3: "Contract ESS15: Financial Package ".

One copy each of all the Tender Documents including Tender Drawings and Addenda thereto, with each page signed and stamped to confirm acceptance by the Tenderer of the contents.

These shall be addressed to The Managing Director, DMRC and submitted to the Office of the ED/S&T/P-1, DMRC at the address given in the Tender Documents. The Tenderer shall ensure that a receipt is obtained for the submission of his tender, such receipt being issued free of charge by the DMRC.

C2.1.1 The Tenderer shall submit the following documents duly completed which in the event of acceptance of the tender, shall form part of the contract:

- (a) Form of Tender (without appendices)
- (b) Appendix 1 to the Form of Tender
- (c) Appendix 2 to the Form of Tender with completed bill of quantity, prices left blank including Appendix of Annexure 2 of ESS15.
- (d) Appendix 3 to the Form of Tender: Outline Quality Plan (see paragraph C4 below);
- (e) Appendix 4 to the Form of Tender: Outline Safety Plan (see paragraph C5 below).
- (f) Appendix 5 to the Form of Tender: Outline Environmental Plan (see paragraph C6 below)
- (g) Appendix 6 to the Form of Tender: Tenderer's Technical Proposals (see paragraph C7 below) to also include details of major component, equipment, sub-systems, assemblies and any specialised works proposed to be sub-contracted or bought-in (See paragraph C11 and paragraph A10(c) of Annexure 3.)
- (h) Appendix 7 to the Form of Tender: Outline Project Management Plan (see paragraph C12 below)
- (i) Proposed Works Programme and proposed Design Submission Programme (See Employer's Requirement);(See paragraph C8 below).

- (j) Appendix 8 to the Form of Tender: The Structure of the Tenderer including details of ownership and control of the Tenderer (See paragraph A5.3 above);
- (k) Appendix 9 to the Form of Tender: Details of Tender Index (See C21 below);
- (l) Appendix 10 to the Form of Tender: Form of Declaration for Non-engagement of any Agent, Middleman or Intermediary
- (m) Appendix 11A to the Form of Tender: Statement of Deviations
- (n) Appendix 11B to Form of Tender: Certificate of Compliance
- (o) Appendix 12 to the Form of Tender: Certificate of Confidentiality (See E2 below)
- (p) Appendix 13 to the Form of Tender: Certificate confirming receipt of all Tender Addenda
- (q) Appendix 14 to the Form of Tender: Copy of all documents of Financial Package with Prices left blank and Certificate from the Tenderer
- (r) Tender Guarantee in Original, in a separately identified envelope

C2.1.2 The Tenderer shall submit the following documents duly completed with the Financial Package of his tender submission.

- a. Form of Tender (without Appendices)
- b. Appendix 1 to the Form of Tender;
- c. Appendix 2 to the Form of Tender - completed Pricing Document including completed Appendices A to M inclusive.
- d. Appendix N to the Annexure 2.
- e. Details of Registration of Indian Companies with Income Tax Department: Permanent Account Number (PAN).

C2.1.3 The tenderer shall submit with his technical package with its Tender the documents that are identified in paragraphs below.

These documents will be used for the purpose of evaluating and analysing the tender but will not form part of the Contract, unless the same shall have been expressly incorporated into the Contract in accordance with paragraph B4.1 or B4.2 above.

- (a) Proposed Manufacture, Configuration/Customisation of Hardware & Software, Testing and Commissioning Methods (see paragraph C9 below);
- (b) Details of providers of guarantees and warranties (see paragraph C18 below);
- (c) Proposals for use of site and site management (see paragraph C13 below)
- (d) Documents amplifying the Tenderer's Technical proposal as described in Annexure 3 of the Instruction to Tenderers
- (e) Any further documents, which are requested in writing by Employer before submission of the Tender by way of evaluation documents but which are not to form part of the Contract.
- (f) The following information shall be furnished:

(1) Extent of participation by each member of the consortium in terms of percentage of the value of the proposed contract:

(g) Original copy of the Tender Documents (Ref. Paragraph B1.1 above, returned duly signed)

C2.1.4. Should any further document be required in pursuance to paragraph C2.1.3 (e), the Tenderer will be instructed by the Employer which package of the Tenderer's submission is to contain such document.

C2.1.5 All deviations from the tender documents, remarks, comments etc. shall be included in the Statement of Deviations (Appendix 11A to the Form of Tender). All implicit and explicit deviations,

remarks and comments mentioned elsewhere in the Tenderer's proposal shall be treated as NULL and VOID and considered withdrawn unconditionally. Any clause included in the Statement of Deviations (Appendix 11A to the Form of Tender) but not priced in the APPENDIX N, shall be treated as NULL and VOID and will be considered unconditionally withdrawn.

The Tenderer shall also submit a soft copy in editable format (CD-in MS Office Software format) of all the Tender submissions separately for each package but in case of any discrepancy, the hard copy shall prevail.

C2.2 The Employer has approached the Government to obtain partial or complete waiver of taxes, royalties, duties, cess, octroi, and other levies payable to various authorities. The Contractor shall maintain complete records of the amounts paid on these accounts and advise the Employer the details. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority, in respect of taxes, royalties, duties, cess, octroi, and other levies payable that are included in the Contract price. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same will be recovered from amounts due for payment to the Contractor.

C2.3 Tenderer shall quote all prices as per clause 11.1.1 of GCC and clause 35 of SCC.

C2.4 The Tenderer should note Sub-clause 11.4 of the GCC and Clause 40 of the SCC, which describes the method of determining interim payments by reference to Milestone payments.

C3. Form of Tender

The Form of Tender shall be completed and signed by a duly authorised and empowered Representative of the Tenderer. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

C4. Outline Quality Plan

The Tenderer shall submit as part of his Tender an Outline Quality Plan illustrating the intended means of compliance with the Employer's Requirements, and setting out in summary form an adequate basis for the development of the more detailed quality plans required. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's quality objectives with regard to the requirement of the Contract.

C5 Outline Safety Plan

C5.1 The Tenderer shall submit as part of his Tender an Outline Safety Plan based on the SHE manual forming part of the Employer's Requirements which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving Site safety, effective and efficient Safety Assurance procedures in the design, manufacture, supply, installation, testing and commissioning of SAP ESS System. The Outline Safety Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety including Hazard Analysis, Fire Control, Electro Magnetic Compatibility/ Electro-magnetic Interference control, reliability, system safety and maintainability requirements as given in the Employer's Requirements.

C5.2 The Outline Safety Plan shall be headed with a formal statement of policy in relation to safety and shall be sufficiently informative to define the Tenderer's Safety Plans and set out in summary an adequate basis for the development of the Safety Plans to be submitted in accordance with Employer's Requirements.

C5.3 The Tenderer may be requested to amplify, explain or develop its Outline Safety Plan prior to the date of acceptance of the tender and to provide more detail with a view to reaching provisional acceptance of such a Plan.

C6 Outline Environmental Plan

C6.1 The Tenderer shall submit as part of his Tender an Outline Environmental Plan setting out in summary form his proposed means of complying with his obligations in regard to Site Environment & System Environment. This shall be an adequate basis for the development of the more detailed document to be submitted under Employer's Requirements, and the intended means of compliance with the Safety, Health and Environment Manual. This shall form the basis for the submission of a detailed and comprehensive Environmental Plan to be submitted at the time of detailed design.

C6.2 The Tenderer may be requested to amplify, explain or develop its Outline Environmental Plan prior to the date of acceptance of the Tender and to provide more detail with a view to reaching provisional acceptance of such a Plan.

C7. Tenderer's Technical Proposals

C7.1 The Tenderer shall submit with his Tender his Technical Proposals as described in Annex 3 hereto.

C7.2 The Tenderer may be required to amplify, explain and develop the Contractor's Technical Proposals in substantially greater detail during the tender evaluation period such that they may be confirmed as complying clearly with the Employer's Requirements and, in accordance with paragraph B4.2 herein, can be incorporated into the Contract. Only those aspects of the Contractor's Technical Proposal that the Employer (at his sole discretion) considers clearly conforming will form part of the Contract.

C7.3 Not Used

C7.4 The Tenderer shall provide a Bill of Quantity (BoQ) in the format given in Appendix J of Annexure 2 of ESS15, to meet the entire scope of whole of works as stipulated in the Employer's Requirements. The BoQ total shall match with the lumpsum Contract price..

Variation of any item in Appendix J shall be handled as per SCC clause 47.

C8. Works Programme

C8.1 The Tenderer shall submit with his Tender, a Works Programme which shall indicate how the Tenderer intends to organise and carry out the Works and achieve Stages and complete the whole of the Works by the appropriate Key Dates given in FOT & appendix of Particular Specifications. Detailed requirements for the Works Programme are set out in Annexure 1 to these Instructions to Tenderers.

C8.2 The Works Programme shall be prepared in terms of weeks from Commencement Date of Works.

C8.3 The Works Programme given in the Tender shall not in any event be construed as a submission of the Works Programme as required to be furnished according to the Employer's Requirements.

C8.4 The Tenderer shall submit with his Tender his proposed Design Submission Programme to cover the Design Phase. Such proposed programme shall:

- (a) Be consistent with the Works Programme as detailed in Employer's Requirements;
- (b) Include a Schedule identifying, describing, cross-referencing and explaining the Design Packages and

Submissions which the Tenderer intends to submit;

- (c) Take due account of the design co-ordination interface periods during which the Contractor shall be required to undertake and complete all aspects of design co-ordination with other contractors (Designated Contractors) engaged in the design of the Project such that each contractor can complete his co-ordinated design in the knowledge that such design will be compatible and co-ordinated with others and allowing adequate time for the Employer's assessments and decisions.

The proposed Design Submission Programme submitted at the time of Tender shall be modified and developed as necessary to incorporate the Employer's programme requirements in respect of review by the Employer and the Employer's Representative.

C8.5 The Tenderer's attention is drawn to the Employer's Requirements and the requirements that the initial Proposed Works Programme and Design Submission Programme shall be submitted within the period stipulated in Employer's Requirements. However, the Tenderer should note that he may be required to amplify, explain and develop his proposed work Programme and Design Submission Programme prior to award of Contract. Such programme development may necessitate the incorporation of Commencement Date of the Works being any time up to the latest date for commencement of the Works as set out in Appendix 1 to the Form of Tender or such other Commencement Date as may be agreed.

C8.6 The proposed Design Submission Programme given in the Tender shall not, in any event, be construed as a submission under the Employer's Requirements.

C9. Installation, Configuration/Customisation of Hardware & Software, Testing and Commissioning Methods

C9.1 The Tenderer shall submit with his Tender, the methods by which the Tenderer intends to manufacture, install, configure/ customise of hardware & software, test and commission the SAP ESS System off-shore, as well as in India. Details shall be given of the locations and arrangements for offshore work, the facilities available and any undertaking from others, which the Tenderer has in such matters. Details shall also be given of the locations and arrangements in India for manufacture, installation, configuration/ customisation of hardware & software and commissioning methods and testing of SAP ESS System along with facilities available and proposed to be set up and any understanding from others which the Tenderer has in such matters. The techniques to be employed, the equipment and facilities available or proposed to be set up offshore and or in India, will be analysed during technical evaluation and shall be in sufficient detail to allow a full appreciation of the Tenderer's proposals in relation to all aspects of the Works.

C10. Milestones Payment Schedule

C10.1 The Tenderer shall submit with his Tender a Milestone Payment Schedule which shall show, in tabular form, the anticipated cumulative value of works done of all Cost Centres for Sections put together.

C10.2 -NA-

C10.3 -NA-

C11. Sub-Contracts

C11.1.1 For sub contracting, the Tenderer shall note the requirements of clause 4.5 of GCC and the Clause 11 of SCC.

C11.1.2 The Contractor shall not sub-contract the whole of the works. Not more than 50% part of total work shall be subcontracted

C11.1.3 The Tenderer shall use Appendix D to Annexure 3 to indicate his intentions regarding the sub-contracting for principal sub-systems and systems. It shall be noted that certain items of design and manufacture as stated in Appendix D should be performed by a member of the Contractor's firm.

The Contractor shall provide name(s) of proposed sub-contractors in Appendix D and shall also provide adequate information in his Tender about the sub-contractor or vendor to assess the capability and suitability of the proposed sub-contractor/vendor, as also the technical suitability of the sub-system/system including proven performance and feasibility of its maintenance in India. The Tenderer while giving information on sub-contracting shall keep in view the information furnished by him at the time of pre-qualification.

The Employer reserves the right to screen the list and to require the Contractors to remove the names of sub-contractors/vendors from the list, without protest by the Tenderer.

The selection of the sub-contractor/ vendor from the names remaining after screening shall be done by the Tenderer subject to the requirements of Clause 11 of the SCC

In respect of subsystems, items, specialised works etc. not specifically listed in the said Appendix D, it shall be obligatory for the Contractor to obtain the Notice of No Objection from the Employer's Representative to the identity of the sub-contractor(s)/vendor(s) in respect of each item costing exceeding the value mentioned in clause 11 of SCC.

C11.2 Not Used.

C11.3 The Terms and Conditions of the sub-contract are the sole prerogative of the contractor and are deemed to be included in the Lump Sum Price.

C12. Project Management Plan

C12.1 The Tenderer shall submit with his Tender a Project Management Plan as prescribed in Employer's Requirements, inter-alia, indicating names, qualifications, professional experience, location during the Contract period and corporate affiliation of all proposed key management and engineering personnel (above the level of supervisor) and specialists. Project Director of the consortium shall be based in Delhi. He shall be from the consortium member having highest percentage participation in consortium. Design Liaison Engineer, Interface Manager shall be continuously based in Delhi (India) Project Office throughout the Contract Period. Installation Engineers and Commissioning Engineers shall be continuously based in Delhi during the respective activities.

The tenderer shall provide the CVs of Project Director, Design Liaison Engineer and Team Leader along with tender submission.

C12.2 The Tenderer shall include his proposals for his Co-ordination Control Team and include the name and qualifications of the Team Leader responsible for the interface co-ordination with Designated Contractors.

C13. Not Used

C14. Pricing Document

C14.1 The Pricing document is included in Annexure 2 of ESS15 to these Instructions to Tenderers. The Tenderer shall complete the Pricing Document in accordance with the instructions given in Annexure 2. The completed Pricing Document shall be submitted as Appendix 2 to the Form of Tender.

C14.2 The Tenderer is to note that some Key Dates are to be determined by reference to periods from the Commencement Date of the Works.

Periods for each stage of work are given in Appendix 1 to the Form of Tender. Milestone dates shall be, likewise, determined by reference to the respective periods from the Commencement Date of the Works. It is the intention that, prior to Commencement Date, Key Dates and Milestones will be converted to calendar dates.

C14.3 Prior to award, the successful Tenderer shall reformat the Pricing Document, Schedule of Milestones, and the Work Programme, so as to correlate between these documents, as required by the Employer.

C14.4 -NA-

C15. Currencies of Tender and Payment

C15.1 The Tenderer should give his priced offer in Indian Rupees,

C15.2 Interim payments in relation to each Section/ Cost Centre will be certified and paid, in accordance with the provisions of Clauses 11.4 and 11.5 of the GCC in INR

C15.3 For the purpose of comparative evaluation of the offer, the tender prices will be converted to Rupees (see paragraph E6 for details).

C16. Tender Validity

The Tender shall be valid for a period of 210 days from the latest date of submission of tender. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderer extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. The Tenderer may refuse the request without forfeiting his Tender Guarantee. A Tenderer agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the validity of his Tender Guarantee for the period of the extension.

C17. Tender Guarantee

C17.1 The Tenderer shall submit with his tender in a separately identified envelope, the original Tender Guarantee for a sum of Rupees 8,72,000/-only in the form of a DD/ FD / Bank Guarantee issued by scheduled commercial bank based in India in the form given in Annexure 4 to these Instructions to Tenderer.

DD/FD should be in favour of "DELHI METRO RAIL CORPORATION LTD" and DD shall be payable at "NEW DELHI".

The Tender Guarantee shall remain valid for a period of 28 days beyond the validity period for the Tender.

C17.2 The tender not accompanied by an acceptable Tender Guarantee shall be rejected by the Employer as non-responsive.

C17.3 The Tender Guarantee of the successful Tenderer shall be returned upon the execution of the Contract and the receipt by the Employer of the Performance Security in accordance with Sub-Clause 4.2 of the GCC.

C17.4 The Tender Guarantee of the unsuccessful Tenderers shall be released when the Contract has been signed with the successful Tenderer.

C17.5 The Tender Guarantee shall be forfeited:

- (a) if the Tenderer withdraws his Tender during the period of Tender validity; or
- (b) if the Tenderer does not accept the correction of his tender price, pursuant to Sub-paragraph E5 below; or
- (c) If the Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time specified by the Employer.

C18. Guarantees and Warranties

C18.1 The Tenderer shall submit full details of the identity of the proposed parties who would respectively provide or issue:

- (a) Performance Security in accordance with Sub-Clause 4.2 of the GCC;
- (b) Deleted
- (c) Deleted

C18.2 The Contractor shall submit other warranties and guarantees in accordance with GCC and SCC.

C18.3 -NA-

C18.4 Forms of the above documents are given in the Schedules to the Special Conditions of Contract.

C18.5 The Contractor should note that all Guarantees, Undertakings and Warranties except Advance Payment Guarantee shall be executed prior to signing of the Contract.

C19. Other Contractors

-NA-

C20. Insurance

20.1 The Tenderer's attention is drawn to the provisions contained in Clause 15 of the GCC.

C21. Tender Index

The Tenderer shall include with his tender an index which cross refers all of the Employer's tender requirements elaborated in these documents to all the individual sections within Contract ESS15: Technical Package, Contract ESS15: Financial Package that the Tenderer intends to be the responses to each and every one of those requirements.

C22 Pre-Tender Meeting

No pre tender meeting will be held.

C23 Format and Signing of Tender

C23.1 The Tenderer shall prepare one original and two copies of the documents comprising the tender, as described in paragraph C2 of these Instructions to Tenderer clearly marked "ORIGINAL", "COPY 1" and "COPY 2". In the event of discrepancy between them, the original shall prevail.

C23.2 The original and copies of the Tender shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer, pursuant to sub-paragraphs A5.1 or A5.2, as the case may be. All pages of the Tender, where entries or amendments have been made, shall be initialled and dated by the person or persons signing the tender.

C23.3 The Tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled and dated by the person or persons signing the tender.

C 24 Not Used

C 25 Alternatives

C25.1 No alternative are sought and neither expected.

D. Submission of Tenders

D1 Sealing and Marking of Tender

D1.1 The Tenderer shall seal the Original and copy of the Technical Package in separate envelopes, duly marking the envelopes as "ORIGINAL", "COPY 1" and "COPY 2" The envelopes of all the Technical Packages shall then be sealed in an outer envelope.

Likewise, the Tenderer shall seal the Original and of the Financial Package in separate envelopes duly marking the envelopes as "ORIGINAL", "COPY 1" and "COPY 2". The envelopes of all Financial Packages shall be sealed in an outer envelope.

D1.2 All the inner and outer envelopes shall be addressed to the Employer at the following address:

The Managing Director,
Delhi Metro Rail Corporation,
Metro Bhawan, Barakhamba Road, Fire Brigade lane,
New Delhi – 110001,
and must submitted to
Office of Executive Director/S&T/Project-1
B Wing, 6th Floor, Metro Bhawan
Barakhamba Road, Fire Brigade lane,
New Delhi – 110001 ,

The Documents submitted at other place will not be considered, if received after submission date and time at the Office of Executive Director/S&T/Project-1

(a) bear the following identification for Technical Proposals:

TECHNICAL PACKAGE

Tender Reference Number: ESS15

DO NOT OPEN BEFORE hrs. on

Name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late pursuant to paragraph, D2, and

(b) bear the following identification for Financial Package for ESS15

FINANCIAL PACKAGE

Tender Reference No. ESS15

NOT TO BE OPENED

Name and address of the tenderer to enable the tender to be returned unopened in case it is declared late/delayed pursuant to paragraph D2. and

D1.3 If the outer envelope is not sealed and marked as above the Employer will assume no responsibility for the misplacement or premature opening of the tender.

D2 Late or Delayed Tenders

D2.1 Tenders must be received by the Executive Director/S&T/Project- 1, DMRC at the address specified above, not later than the date & time specified in the Notice of Invitation to Tender. The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with paragraph B4, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

D2.2 The Tender if received by the Executive Director/S&T/Project-I, DMRC after the deadline for submission of tenders stipulated above will be deemed rejected and returned unopened to the Tenderer.

D3 Modification, Substitution and Withdrawal of Tenders

D3.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.

D3.2 A tenderer may withdraw, substitute, or modify its tender after it has been submitted by sending a written notice, duly signed by an authorized representative and shall include a copy of the authorization. The corresponding substitution or modification of the tender must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with C23 & D1 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of tenders.

D3.3 No Tender may be modified by the Tenderer after the deadline for submission of Tenders.

D3.4 Withdrawal of a tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender Guarantee.

E. Tender Opening and Evaluation

E1 Tender Opening

E1.1 The Tenderer is advised that the documents listed in Clause A5.2 shall be checked for certification as provided under Sub-Clause A5.4. Failure to comply with the certification requirements, conflict of interest as provided under sub-clause A5.7 and highest standards of ethics as provided under sub-clause A5.8 may be cause for rejection of the Tender.

E1.2 The Tenderer is advised that the Employer's policy in respect of comparison of tenders is that the Technical Packages will be opened and reviewed to determine their acceptability and responsiveness to the Employer's Requirements and Tender Drawings.

Unacceptable and unresponsive tenders will be rejected and the corresponding Financial Package will be returned unopened.

The Tenderer is to note that Financial Package of these tender submissions for which the associated Technical Package has satisfied the review in sub-paragraph E1.2, will be opened and the tender sums posted. The date, time, and place of opening will be advised to tenderers whose Technical Package have been found acceptable so that they can be present at the stipulated time of opening of Financial Package.

E1.3 Tender if not accompanied by a valid Tender Guarantee, or is accompanied by an unacceptable or fraudulent Tender Guarantee shall be considered as non-compliant and rejected.

E1.4 All decisions whether a tender is non-responsive, unacceptable or whether a guarantee is fraudulent or unacceptable or non-compliant will be that of the Employer.

E1.5 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative bids; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E2. Confidentiality of Tender Information

The Tender Invitation Documents, as listed in paragraph B1 above, and any addenda thereto, together with any further communications are issued for the purpose of inviting tenders only. The Tenderer shall not disclose any information contained in the documents or otherwise supplied in connection with this tender invitation to any third party except for the purpose of preparing his Tender. The Tenderer shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the Employer may reject the Tender. Copyright in all plans and any other documents issued to the Tenderer is reserved.

E3 Clarification of Tender

To assist in the examination, evaluation of tender, the Employer may, at his discretion, ask the tenderer for clarification of his tender. The request for clarification and the response shall be in writing or by facsimile. No change in the price or substance of the tender shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with paragraph E5.

E4 Examination of Tenders and Determination of Responsiveness

E4.1 Prior to the detailed evaluation of tender, the Employer will determine whether the tender:

- (i) meets the eligibility criteria;

- (ii) has been properly signed;
- (iii) is accompanied by the required Tender Guarantee; and
- (iv) is substantially responsive to the requirements of the Tender documents;
- (v) provides any clarification and/ or substantiation that the Employer may require pursuant to clause E3.

E4.2 A substantially responsive tender is one that conforms to all the terms, conditions and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one:

- (i) which contains unauthorised changes to the Memorandum of Understanding from the Memorandum of Understanding accepted for Pre-qualification; or
- (ii) which affects in any substantial way the scope, quality or performance of the Works; or
- (iii) which limits in any substantial way, is inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or
- (iv) whose rectification would affect unfairly the competitive position of other tenderers presenting responsive tenders.

E4.3 Tenders that include qualifications which:

1. seek to shift to the Employer, another Government Agency or another contractor all or part of the risk and/ or liability allocated to the Contractor in the Tender Invitation Documents; or
 2. include a deviation from the Tender Invitation Documents which would render the Works, or any part thereof, unfit for their intended purpose; or
 3. fail to submit a workable methodology and programme; or
 4. fail to commit to the date specified for the completion of the Works.
- will be deemed non-conforming and rejected.

E4.4 If the tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

E4.5 If any tender is rejected, pursuant to paragraph E4.4 above, the Financial Packages of such tenderer shall be returned unopened.

E5 Correction of Errors

E5.1 Tender determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. In case there is mismatch between tender Total & apportioned amount between Sections/Cost Centre/Mile Stones, Tender total will prevail & DMRC will ask ESS15 Contractor to redistribute Tender total to Sections/Cost Centres/Milestones.

E5.2 If arithmetic errors are discovered between the fixed Lump sum price and BOQ total, correction will be made by the Employer proportionately to the rate and amounts shown against the relevant items so that the sum total of BOQ price is equal to the fixed Lump sum price stated in words.

E5.3 If the tenderer does not accept the corrected tender, his Tender will be rejected, and the Tender Guarantee forfeited.

E6 Conversion to Single Currency for Evaluation of Tender

Tender will be evaluated in Indian Rupees only. This will be achieved by converting the Foreign Currency portion into Indian Rupees at the Selling Rate of Exchange at the close of business of the State bank of India on the day twenty-eight days before the latest date of Tender Submittal, and then adding the same to the Rupee portion of the Tender.

E7 Evaluation of Tender

E7.1 Technical Evaluation:

The Employer will evaluate the technical suitability and acceptability of the proposals. The financial proposals of only those Tenders, which are technically compliant and substantially responsive in accordance with paragraph E4, will be evaluated. If any change in the Employer's Requirements, including that of addition of additional sections, and/ or any change in Conditions of Contract is considered necessary by the Employer anytime during the technical evaluation, the Tenderers will be given opportunity to revise their financial package.

E7.2 Financial Evaluation:

E7.2.1 (i) Substantially responsive technical bidders shall be declared for ESS15. Thereafter

- a. Financial bids of ESS15 shall be opened on the notified date.
- b. Financial evaluation shall be done and LOA awarded for ESS15.

(ii) Not Used

E7.2.2 The tenderer should submit his financial package without any conditions, qualifications, deviations etc to the tender documents. Where, however, the tenderer submits his financial package with certain conditions, qualifications, deviations, etc, he shall provide such conditions, qualifications, deviations in a separate envelope to be submitted with the technical package only; and the increase or decrease in the tender price for the unqualified withdrawal of such conditions, qualifications, deviations, etc, separately for each deviation, condition, qualification etc, in the financial package. This shall be taken into account for the purpose of comparative evaluation of the tenders. Any tender containing deviations, conditions, qualifications that are not priced for unconditional withdrawal is likely to be rejected.

E7.2.3 At the time of award of contract, if so desired by the employer, the tenderer shall withdraw any or all of these deviations, conditions, qualifications etc, at the cost of withdrawal stated by him in his tender, separately against each of these deviations, conditions, qualifications etc. In case the tenderer does not withdraw the deviations, conditions, qualification etc, proposed by him, if any, at the cost of withdrawal stated by him in his tender, his tender will be rejected and his tender guarantee forfeited.

E7.3 The Tenderer shall note that the apportionment of the fixed Lump Sum Price among the Sections shall have correlation with the workload involved in each section, inter-alia keeping in view the Number of stations of the Section. Likewise the apportionment of a Section Total into Cost Centres and then in to milestones should have relation to the Content of work involved.

E7.4 The Employer reserves the right to exercise or not to exercise the Option(s) and/ or the right to accept or reject any alternative, if any.

E7.5 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.

E 7.6 If the tender, which results in the lowest Evaluated Tender Price, is seriously unbalanced or front loaded, the Employer may require the Tenderer to produce detailed price analyses for any or all items of Bill of Quantities, to demonstrate the internal consistency of those prices With the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the terms of payments,

E7.7 In evaluating the tenders, the Employer will determine for each Evaluated Tender Price by adjusting the tender price as follows

- a) making any corrections for errors pursuant to clause E5.1, E5.2;
- b) making any appropriate adjustment for deviations with view of bringing various bidders at par, i.e. in full compliance of tender conditions;
- c) converting the amount resulting from applying a) & b) above to Indian Rupees in accordance with clause E6
- d) The optional scope will considered which making comparative evaluation of Tender

The evaluated price thus obtained shall be compared amongst various Tenderers to determine the lowest evaluated tender package wise.

F. Award of Contract

F1 Award

F1.1 Subject to paragraph F2, the Employer will award the Contract for ESS15, if he has been determined to be substantially responsive to the Tender documents and has offered the Lowest Evaluated Tender Price, and whose offer is balanced in terms of paragraph E7.3, provided that such Tenderer has been determined to be:

- (i) Eligible in accordance with the provisions of paragraph A3; and
- (ii) Qualified in accordance with the provisions of paragraph A5.

F1.2 Not Used

F2 Employer's Right to Accept any Tender and to Reject any Tender

F2.1 The Employer is not bound to accept the lowest or any tender and may at any time by notice in writing to the Tenderer, terminate the tendering process.

F2.2 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Guarantee, the Employer may terminate the Contract under Clause 4.2 of the GCC in the event that the Tender is accepted but the Tenderer fails to supply the Performance Guarantee or other specified documents or fails to execute the Contract Agreement.

F3 Notification of Award

F3.1 (i) Prior to expiration of the period of Tender validity prescribed by the Employer or extended period pursuant to paragraph C16, the Employer will notify the successful Tenderer by facsimile

confirmed by letter transmitted by courier that his Tender has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the amount which the Employer will pay the Contractor in consideration of the execution, completion (including Integrated Testing and Commissioning) and remedying any defects in the Works by the Contractor as prescribed by the Contract. The "Letter of acceptance" will be sent in duplicate to the successful Tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him.

(ii) The outcome/result of the tender shall be communicated to successful tenderers and will be posted on the website.

F3.2 In the event of award of the Contract, the following will be the sequence of events in the order given below.

- (i) Approval by Competent Authority;
- (ii) Letter of Acceptance;
- (iii) Signing of Contract;

F4 Signing of Agreement

The Tenderer should note that in the event of acceptance of the tender, the Tenderer will be required to execute the Contract Agreements in the form specified in Schedule-1 to Special Conditions of Contract with such modifications as may be considered necessary at the time of finalisation of the contract within a period of 45 days from the date of issue of the Letter of Acceptance.

F5 Performance Security, Parent Company Guarantee and Warranties

F5.1 The Performance Security required in accordance with Clause 4.2 of the GCC shall be for 10% of the Contract Price from a scheduled commercial bank based in India in the types and proportions of currencies in which the Contract Price is payable.

F5.2 Within 30 (Thirty) days of receipt of the Letter of Acceptance from the Employer, the successful Tenderer shall furnish to the Employer a Performance Security as per sub-clause F5.1.

F5.3 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract.

F5.4 Failure of the successful Tenderer to comply with the requirements of paragraphs F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Guarantee.

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TENDER ESS15

Instructions to Tenderers

Annexure 1A

Requirements for proposed Works Programme and Design Submission Programme

- (1) The proposed Works Programme and Design Submission Programme shall show how the Tenderer proposes to organise and carry out the Works and to achieve Stages and complete the whole of the Works by the given Key Dates. The Tenderer may offer in addition an alternative Works Programme showing revised Key Dates, for the various stages provided that it is accompanied by a full explanation of his reasons for proposing this alternative and provided further the Key Dates for scope of work defined in Appendix 15.1 of ESS15 particular specifications remain unchanged.
- (2) -NA-
- (3) The proposed Works Programme shall show achievement of all Key Dates. The proposed Works Programme shall also show Milestones, but the Milestones shall not be taken as imposing any constraints that in any way affect the logic or limit any other dates in the Programme.
- (4) The proposed Works Programme shall take account of the Tenderer's proposed Design Submission Programme and should indicate, wherever possible, dates and periods relating to interfaces with and between others including dates for submission of further documents required by the Contract and periods for their acceptance.
- (5) The proposed Works Programme shall contain sufficient detail to assure the Employer of the feasibility of the plan and approach proposed by the Tenderer.
- (6) The Tenderer should have regard to the possibility, as referred to in paragraph C8 of the Instructions to Tenderers that during the tender evaluation period the proposed Works Programme may be developed into a Programme which, in the event of award, would be the submission of the Works Programme. To facilitate this process the Tenderer shall, in the preparation of the proposed Works Programme, take due account of the provisions of Employer's Requirements in so far as they concern the Works Programme.
- (7) The proposed Works Programme shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic, and highlight the Tenderer's perception of the major constraints and critical areas of concern in the organisation, design, , supply, installation, testing and commissioning of SAP ESS System on various sections. This narrative statement shall also indicate which elements of the Works the Tenderer intends to carry out off-shore and/ or in India with details of the proposed locations of where any such work is to be carried out, the facilities available and/ or proposed to be set up. In particular the Tenderer must state the assumptions made in respect of the interfaces with the Employer, other contractors and third parties both in detail and time, and any requirements for information on matters, which would affect his works.
- (8)–NA-
- (9)All programmes shall include design, procurement periods of major materials despatch, transport, migration periods for system and testing and commissioning (including integrated testing & commissioning) along with any other training and working information.

Annexure 1B**Prequalification Criteria**

S. No.	Criteria	Documents required	compliance
1	The bidder must be a Company registered under the Indian Companies Act, 1956 and who have their registered offices in India and should have been in existence for a period of at least 5 years from the date of submission of bids	Certificate of Incorporation	
2	The bidder must have a valid Service Tax Registration in India	Copy of Certificate	
3	The bidder should have completed one System Integration project where HW, Software and Implementation Services have been provided.	Customer order PO/LOA & completion certificate*	
4	The bidder should have successfully implemented SAP ERP with more than 400 ERP users in at least 3 organizations globally	Customer order PO/LOA & completion certificate*	
5	Bidder should have implemented at least 1 SAP ERP project with more than 400 users in public sector/government organizations in India	Customer order PO/LOA & completion certificate*	
6	Bidder should have implemented at least 1 project where SAP ESS/MSS were implemented as a part of solution for more than 1000 employees in public sector/govt. organization in India	Customer order PO/LOA & completion certificate*	
7	The bidder must be profitable in each of the last 3 financial years (2010-11,2011-12,2012-13)	Audited Statements	

* completion certificate should cover :

- Hardware platform
- SAP version along with database
- SAP modules
- Total number of user licenses
- SAP ESS implemented (Yes/no)
- System in operation since
- Database migration (Yes/no)
- Any delay, if yes reason
- Any penalty, if yes reason

Annexure 2**List of Contents**

Clause	(Part-I) Instructions for Completing the Pricing Document General Requirement
A	Apportionment of Fixed Lump Sum Price to Section and To Cost Centres & Milestones under each Section
B	Milestones Achievement Periods
C	Bill of Quantity and Milestone Payment Schedule (MPS)
D	Tender Total
E	Currency
F	Cost Centres
G	Milestones
H	Options and Alternatives

(PART –II) PRICING DOCUMENT

Appendix A	Tender Total
Appendix B	Section Summaries
Appendix C,D,E,F,G,H,I	Not Used
Appendix J	Bill of Quantities (BOQ)
Appendix K	MANDAY RATES
Appendix L,M	Not Used
Appendix N	PRICING OF UNQUALIFIED WITHDRAWAL OF CONDITIONS, QUALIFICATIONS, DEVIATIONS ETC. SUBMITTED IN APPENDIX 11A TO FORM OF TENDER

Annexure-3/Part III - REQUIREMENTS FOR TENDERER'S TECHNICAL PROPOSALS

Appendix A	Project Staff
Appendix B,C,D,E	Not Used

Annexure -4 – Bank Guarantee

Annexure -5 – Form of _____

Annexure -6 – Not Used

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**Instructions to Tenderer
Annexure 2**

PART-I

INSTRUCTIONS FOR COMPLETING THE PRICING DOCUMENT

INSTRUCTIONS FOR COMPLETING THE PRICING DOCUMENT

General Requirements

This Contract is a fixed Lump Sum priced Contract for Supply, Installation, Testing and Commissioning (including Integrated Testing and Commissioning) of SAP ESS System. The contract price shall be fixed throughout the performance of the contract and not subject to variation on any account except as provided for in the Contract.

For details, please refer to GCC Clause 11.1

A. Apportionment of Fixed Lump Sum Price to Milestones under each Section.

- 1 -NA-
- 2 The fixed Lump Sum price for whole of the Works shall be apportioned by the Tenderer amongst the various Sections.
- 3 -NA-
- 4 The scope and extent of the Works are to be ascertained by reference to the Contract Documents as a whole and shall not be limited in any manner whatsoever by the descriptions of the Cost under each Section or of the Milestones, as given in the Appendices to the Pricing document.
- 5 -NA-

B. Milestones Achievement Periods

- 1 The Milestones identify verifiable steps towards the completion of the work. The Tenderer shall indicate the periods (in weeks from the Commencement Date of the Works) within which he shall achieve each Milestone.

C. Bill of Quantity and Milestone Payment Schedule (MPS)

- 1 Bill of Quantity: Refer Clause C7.4 of ITT.

Manday Rates: The Tenderer shall note the man-days rates of Engineering Staff in Appendix K. These rates shall be fixed for any variation/option exercised during the contract period (including support period).

Milestone Payment Schedule: Refer Clause C10 of ITT.

- 2 The MPS covers the period, which will commence on the first day of the calendar month next after the month containing the Commencement Date of the Works as per the Contract. The first application for interim payment may be made not earlier than during the month following the calendar month next

after the month containing the Commencement Date of the Works, such first application relating to the first month (i.e. month 1) of the MPS.

D. Tender Total

- 1 The Tender Total submitted by the Tenderer shall be in the format shown in the Pricing Document.
- 2 The Pricing Document contains Sections and Milestones under each Cost Centre. The Sections and Milestones have been prepared to indicate the extent of detail required in the Tender. The Tenderer shall prepare and complete documents, in this format, as being his Tender and submit as part of his Financial Package. Tenderer can split the Milestones further between the various members of the Consortium/Group, depending on the allocation of the work.
- 3 The Pricing Document completed and submitted by the Tenderer, as part of his Tender, should use an indexing and page numbering system such that its extent and completeness is clearly evident.

E. Currency

- 1 Section Totals and Milestone amounts shall be indicated in Indian Rupees

F. Cost Centres - NA-

G. Milestones

- 1 The Milestones represent the completion of verifiable activities to be undertaken by the Contractor. A date for the achievement of each Milestone expressed as a number of weeks from the Commencement Date of the Works shall be entered in the column provided. Milestones that lead to the achievement of a Stage must always precede the Key Date for achievement of that Stage. Milestones shall be converted to Calendar dates when the Notice to Proceed is issued.

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(PART-II)

PRICING DOCUMENT

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Annexure 2

Appendix A

Tender Total

Appendix A – TENDER TOTAL

(THIS DOCUMENT IS TO BE PREPARED AND COMPLETED BY THE TENDERER)

The fixed Lump Sum Price of this Contract is:

Rupees _____ (In figures)
_____ (In words)

The above fixed Lump Sum Price shall be apportioned among the Milestones as below:

S.No.	Milestones	Payment to be released
1	Delivery of hardware & non-SAP software (as per BOQ)	90 % of S.no. A.1 of Annexure 2 (Appendix J) of tender
2	Installation of hardware	80 % of S.no. B.1 of Annexure 2 (Appendix J) of tender
3	Delivery of SAP ESS/MSS user licenses	100 % S.no. A.2 of Annexure 2 (Appendix J) of tender
4	Mobilization of resources	10 % of S.no. B.2 of Annexure 2 (Appendix J) of tender
5	Completion of business blueprint preparation	10 % of S.no. . B.2 of Annexure 2 (Appendix J) of tender
6	Completion of database upgrade and Enhancement pack upgrade	20 % S.no. B.2 of Annexure 2 (Appendix J) of tender
7	Completion of ESS implementation on DEV/QAS server	20 % of S.no. 3 of B.2 of Annexure 2 (Appendix J) of tender and 100% S.no. C3 of schedule P1 of tender
8	SAP ESS go live on PRD server	30 % of S.no. B.2 of Annexure 2 (Appendix J) of tender & 10% of S.no. A.1 of Annexure 2 (Appendix J) of tender
9	Completion of post go live support	10 % of S.no.B.2 of Annexure 2 (Appendix J) of tender & 20 % of B.1 of Annexure 2 (Appendix J) of tender
10	Completion of one year from post go –live support	100% of S.no. C.2 of Annexure 2 (Appendix J) of tender and 20% of S.no. C.1 of Annexure 2 (Appendix J) of tender
11	Completion of two year from post go –live support	20% of S.no. C.1 of Annexure 2 (Appendix J) of tender

12	Completion of three year from post go –live support	20% of S.no. C.1 of Annexure 2 (Appendix J) of tender
13	Completion of four year from post go –live support	20% of S.no. C.1 of Annexure 2 (Appendix J) of tender
14	Completion of five year from post go –live support	20% of S.no. C.1 of Annexure 2 (Appendix J) of tender

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Appendix B

Section Summaries

Appendix B – Section Summaries

1. Supply of Hardware & Non-SAP Software
2. Design, Installation & commissioning of Infrastructure
3. Data Migration/Technical Upgrade
4. Supply of SAP ESS & MSS Licenses
5. Implementation of the SAP ESS
6. Project Management in different phases, Change Management and Training.
7. The work covering all the above elements put together will be completed by the bidder on turnkey basis
8. Post Implementation support services for running the SAP Application, Non-SAP applications and Infrastructure Facility Management services.

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Appendix C,D,E,F,G,H & I

NOT USED

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Appendix J

Bill of Quantities (BOQ)

APPENDIX J**BOQ**

(THIS DOCUMENT IS TO BE PREPARED AND COMPLETED BY THE TENDERER)

A. Supply Scope of Items**A.1 Supply of Hardware & Non-SAP software**

S. No (1)	Item description (2)	Units (3)	Quantity (4)	Basic Unit Rate (5)	Type of Taxes as %(if any) (6)	Taxes as Amount (7)	Other charges including freight/insurance etc. as % (8)	Discount (9)	Total (10) =[(4)*(5)] +(6)+(7)+(8)- (9)
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S. No (1)	Item description (2)	Units (3)	Quantity (4)	Basic Unit Rate (5)	Type of Taxes as %(if any) (6)	Taxes as Amount (7)	Other charges including freight/insurance etc. as % (8)	Discount (9)	Total (10) =[(4)*(5)] +(6)+(7)+(8)-(9)
1.	Production Server	Nos.	2						
2.	Solution Manager/QA/DEV/Content Server	Nos.	1						
3.	Backup Server	Nos.	1						
4.	SAN Storage	Nos.	1						
5.	Tape Library	Nos.	1						
6.	San Switch	Nos.	2						
7	Backup Software	Nos. of licenses as per annexure -2							
8	Production server clustering agent for use with SAP ERP application and SAP ESS	no.s of licenses as per annexure -2							

S. No (1)	Item description (2)	Units (3)	Quantity (4)	Basic Unit Rate (5)	Type of Taxes as %(if any) (6)	Taxes as Amount (7)	Other charges including freight/insurance etc. as % (8)	Discount (9)	Total (10) =[(4)*(5)] + (6)+(7)+(8)-(9)
	application								
9	OS licenses for all server/virtual servers proposed as part of solution	server license							
10	Other hardware/Network component required like racks,KVM,fibre cable etc								

A.2 Supply of SAP Licenses

S. No (1)	Item description (2)	Units (3)	Quantity (4)	Basic Unit Rate (5)	Type of Taxes as %(if any) (6)	Taxes as Amount (7)	Other charges including freight/insurance	Discount	Total (10) =[(4)*(5)] + (6)+(7)+(8)-(9)
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							e etc. as % (8)	(9)	(9)
1	SAP Employee Self Services user license(including oracle database license)	Named user licenses	7000						
2	SAP Manager Self Services(including oracle database license)	Named user licenses	500						

B. Services Scope

S.No (1)	Item Description (2)	Units (3)	Quantity (4)	Basic Rate (5)	Type of Taxes as % (if any) (6)	Taxes as Amount (7)	Other charges including freight/ insurance etc. as % (8)	Other charges including freight/ insurance etc. as Amount (9)	Discount (10)	Total (11)=(5)+ (7)+(9)-(10)
Installation of hardware										
1.	Installation, implementation, Testing of new hardware	LUMP SUM	1							
ESS & MSS Installation,/Customization/Development/Implementation/Database Upgrade/EHP upgrade/Unicode migration/Solution Manager Implementation/TRG										
1	<ul style="list-style-type: none"> Installation , implementation, customization, Testing and go-live with support and load testing of SAP ESS/MSS Unicode conversion 	LUMP SUM	1							

S.No (1)	Item Description (2)	Units (3)	Quantity (4)	Basic Rate (5)	Type of Taxes as %(if any) (6)	Taxes as Amount (7)	Other charges including freight/ insuranc e etc. as % (8)	Other charges including freight/ insuranc e etc. as Amount (9)	Discount (10)	Total (11)=(5) +(7)+ (9)-(10)
	<ul style="list-style-type: none"> • Database upgrade • EHP Upgrade • Solution Manager Implementation • TRG 									

C Support

C.1 Annual Technical Support for OS and other System Software in no. of years after project commissioning

S.No (1)	Item Description (2)	Units (3)	Quantity (4)	Basic Rate (5)	Type of Taxes as %(if any) (6)	Taxes as Amount (7)	Other charges including freight/ insurance etc. as % (8)	Other charges including freight/ insurance etc. as Amount (9)	Discount (10)	Total (11)=(5)+(7)+ (9)-(10)
1	Annual Technical Support for hardware and software(other than SAP) supplied and installed including OS/other config done support (comprehensive)		5							

C.2. Additional On site Application hand holding Support for troubleshooting after 1 months of post go-live support required within 12 months

S.No (1)	Item Description (2)	Units (3)	Quantity (4)	Basic Rate (5)	Type of Taxes as % (if any) (6)	Taxes as Amount (7)	Other charges including freight/ insurance etc. as % (8)	Other charges including freight/ insurance etc. as Amount (9)	Discount (10)	Total (11)=(5)+(7)+(9)-(10)
1	ESS & MSS Application Support	Man-days	30							
2	Basis & Server Administration	Man-days	15							

C.3 Annual SAP Support for ESS/MSS licenses

S.No (1)	Item Description (2)	Units (3)	Quantity (4)	Basic Rate (5)	Type of Taxes as % (if any) (6)	Taxes as Amount (7)	Other charges including freight/ insurance etc. as % (8)	Other charges including freight/ insurance etc. as Amount (9)	Discount (10)	Total (11)=(5)+(7)+(9)-(10)
1	Support Charges on ESS & MSS Licenses	Months (2015)								

Note. 1. Total price quoted should be unit price multiplied by the Total minimum quantity.

2. This is the minimum BOQ and any additional items or enhancement of any quantity to complete the scope of work shall be borne by the ESS15 Contractor

3. SAP support is one month post go live support and one year as per tender while support of hardware and Non-SAP software is 5 years as mentioned in tender. Any delay in resolution of problem related to hardware and non-SAP software during 5 years support incur penalty as per tender as per clause 8.5 of GCC.

4. support charges on ESS & MSS licenses will start from go-live of SAP ESS on DEV/QAS server.

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APPENDIX K

MANDAY RATES

APPENDIX K**MANDAY RATES**

(THIS DOCUMENT IS TO BE COMPLETED BY THE TENDERER)

Optional prices (not part of commercial evaluation)										
1	SAP Technical consultant	Man-day & Man-month								
2	SAP Functional Consultant	Man-day & Man-month								

- These are maximum rates fixed by the employer for the contract period.

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Appendix L,M
Not used

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APPENDIX N

**PRICING OF UNQUALIFIED WITHDRAWAL OF CONDITIONS, QUALIFICATIONS,
DEVIATIONS ETC. SUBMITTED IN APPENDIX 11A TO FORM OF TENDER**

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APPENDIX O

NOT Used

**DESIGN, SUPPLY, INSTALLATION,
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**INSTRUCTIONS TO TENDERERS
ANNEXURE 3**

REQUIREMENTS FOR TENDERER'S TECHNICAL PROPOSALS

ANNEXURE 3**REQUIREMENTS FOR TENDERER'S TECHNICAL PROPOSALS**

1. The Tenderer's attention is drawn to the List of Definitions and List of Abbreviations in the Employer's Requirements and to Clause 1 of the General Conditions of Contract in which terms are defined.
2. The Tenderer's Technical Proposals shall comply or, subject to reasonable development, be capable of complying with the Employer's Requirements in all respects. The Tenderer's Technical Proposals shall demonstrate such compliance. The Tenderer's Technical Proposals shall establish the intended design, safety standards followed, latest technology and installation and testing practices.
3. The following paragraphs list the minimum documentation that shall be supplied by the Tenderer to enable technical evaluation of the tender. The Tenderer shall include any further information necessary to demonstrate the suitability of his proposal.

A. General Requirements

1. The Tenderer shall submit a Certificate of Compliance on all the clauses of the Employers Requirements. Where the Tenderer is not able to comply fully with certain clauses or proposes an alternative design, the deviations shall be consolidated and listed separately in the Statement of Deviations (Appendix 11A to Form of Tender). Excepting the items listed in the statement of deviations, the contractor shall give a Certificate of Compliance in the form attached of all the items.
2. The Tenderer shall also advise the conflicts, if any, in the tender documents between various functional requirements or specifications.
3. A General description of the complete SAP System offered for this Contract with brief technical description of each sub-system as indicated in the following sections.
4. The Tenderer shall provide general schematic drawings for the proposed equipment and shall clearly state any limitations and non-compliance.
5. The Tenderer shall detail any potential problems or hazards that have been identified during the Tenderer's assessment of the Employer's requirements.
6. Brief plan for installation, testing and commissioning of each sub-system, proposed method of interfacing and final integration of the system with relevant Designated Contractors shall be given.
7. All Documents of verification & validation of system software and hardware in accordance with the standards mentioned in the Employer's Requirements.
8. Details of safety integrity level (if applicable) in accordance with the standards mentioned in the Employer's Requirements for each sub system.
9. The Tenderer shall submit the details of proposed systems with specific reference to the parameters, such as Reliability, Availability, Maintainability, Safety, Service-Capacity, as stipulated in Employer's Requirement.
10. For each system/sub-system the Tenderer shall submit:
 - a) Details of Project Staff: Appendix A to Annexure 3 of ITT.
 - b) Technical Information of equipment proposed by the Tenderer.
 - c) –NA-
 - d) –NA-
 - e) Proposed system design criteria
 - f) Proposed method for demonstrating as to how the functional, performance and safety requirements are to be met.

- g) -NA-
- h) -NA-
- i) Details of proposed methods for performance evaluation under test conditions
- j) -NA-
- k) -NA-
- l) Physical dimensions, space requirements.
- m) Power supply requirements.
- n) -NA-

11. The Tenderer shall submit separately for each system/ subsystem etc., the Bill of Quantities to meet the scope of whole of works as stipulated in the Employer's Requirements.

12. The Tenderer shall submit for each section, method statements for installation, addition and/ or deletion of all equipment, modification of configuration/ customization data, software in the SAP System. These method statements shall include procedures for integration with the previous stage of work

B. Not Used

C. The Tenderer shall submit:

1. Requirements for SAP System

The following information shall be furnished

- a) Detail the proposed SAP network architecture for DMRC. The description shall include diagrams and statement of compliance with Employer's Requirements.
- b) Provide calculations and state the worst case Mean Time between failures (MTBF) of the proposed SAP System and how it complies with the availability per Employer's Requirements
- c) As mentioned in Employer's requirement (PS).

2. System requirements for Cables, Cable Termination and Earthing Arrangements

- a) Types and specifications of the various cables proposed to be used.
- b) Conformity to the standards mentioned in the employer's requirements for cable laying, electromagnetic compatibility and electrical clearances.

3. Methodology Proposed for Installation, Testing, Commissioning, Final integration and Trials.

- a) Methodology for installation,
- b) Methodology and procedures for installation test.
- c) Methodology and procedures for site test.
- d) Methodology and procedures for Partial Acceptance Tests including functional tests.
- e) Methodology and procedures for System Acceptance Test

Appendix A – PROJECT STAFF

1. Tenderer to submit list of all project management and technical staff to be allocated for the project from each consortium member.
2. Bio-Data for every staff to be allocated for the project to be submitted, only staff with adequate relevant experience shall be considered.
3. For every staff, it needs to be clearly identified that:
 - He is Employee of the relevant consortium member only (and not of sub-contractors/vendors/partners etc.
 - Where he will be based during the project execution
4. Bio-Data of the project manager to be submitted who shall be overall responsible for the project. He shall have minimum 10 years relevant experience and shall be continuously based in Delhi throughout the project and shall only be allocated for the DMRC ESS15 Project.

Appendix B - Technical Information

Employer's Requirement

Not Used

Appendix C

Not used

Appendix D

Not Used

APPENDIX E TO ANNEXURE 3 OF ITT

Not Used

**DESIGN, SUPPLY, INSTALLATION,
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**INSTRUCTIONS TO TENDERERS
ANNEXURE 4**

FORM OF BANK GUARANTEE FOR TENDER GUARANTEE

ANNEXURE 4

FORM OF BANK GUARANTEE FOR TENDER GUARANTEE

(Reference para C17 of the Instructions to Tenderers)

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

1. KNOW ALL MEN by these presents that we _____ (Name of Bank), having our registered office at _____ (hereinafter called "the Bank") are bound unto DELHI METRO RAIL CORPORATION (hereinafter called "the Employer") in sum of Rs. _____ for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

2. WHEREAS _____ (Name of Tenderer) (hereinafter called "the Tenderer") has submitted his tender dated _____ for Contract ESS15 hereinafter called "the Tender".

AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of _____ (Amount in figures and words) as Tender Guarantee against the Tenderer's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

3. We further agree as follows:

- (a) That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
- (b) That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Tenderer.
- (c) That any account settled between the employer and the tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (d) That this guarantee commences from the date hereof and shall remain in force till.....(date to filled up) (upto _____ days from the date of tender).
- (e) That the expression "the Tenderer" and the "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4. THE CONDITIONS OF THIS OBLIGATION ARE:

- (a) If the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or

- (b) If the Tenderer does not accept the corrections of his Tender price in terms of Clause E 5.2 of the "instructions to tenderers".
- (c) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity:
 - i. fails or refuses to furnish the Performance security in accordance with Clause F 5.1 of the "Instruction to Tenderers"
 - ii. fails or refuses to enter into a Contract within the time limit specified in paragraph F 4 of the "Instructions to Tenderers".

We undertake to pay to the Employer mere on demand without demur upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

Authorised Official Of the Bank:

Signature of

SIGNATURE OF WITNESS

Name of Official:

Designation

NAME OF WITNESS

STAMP/SEAL OF BANK

Address of witness

**DESIGN, SUPPLY, INSTALLATION,
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ESS15**

**INSTRUCTIONS TO TENDERERS
ANNEXURE 5**

FORM OF _____

**DESIGN, SUPPLY, INSTALLATION,
TESTING & COMMISSIONING OF
SAP ESS SYSTEM
ESS15
VOLUME 1**

INSTRUCTIONS TO TENDERERS

ANNEXURE 6

Not used

DELHI METRO RAIL CORPORATION LIMITED
MASS RAPID TRANSPORT SYSTEM -PHASE-III

TENDER ESS15:

DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
SAP ESS SYSTEM

ESS15

**INSTRUCTIONS TO TENDERER
FORM OF TENDER**

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FORM OF TENDER

Date:

To: The Managing Director
Delhi Metro Rail Corporation Limited
Metro Bhawan, Fire Brigade Lane
Barakhamba Road
New Delhi - 110001
India

TENDER ESS15: DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF

SAP ESS SYSTEM

TENDER ESS15

GENTLEMEN,

1. Having inspected, examined the Employer's Requirements, General Conditions of Contract, Special Conditions of Contract, Technical specifications and Instruction to Tenderers including Pricing Document, and addenda thereto (if any) issued by the DMRC for the DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SAP ESS SYSTEM and the matters set out in Appendix 1 hereto, and having completed and prepared Appendices 2, 3, 4, 5, 6, 7, 8, 9, 10, 11A, 11B, 12, 13, and 14 hereto, we hereby offer to design, supply, install, test and commission including Integrated Testing and Commissioning and remedying any defects therein, in conformity with the above documents for the sum stated in the Pricing Document as completed by us and appended hereto.
2. We undertake to complete and deliver the whole of the Works and achieve all Stages, within the times stated in Appendix 1 hereto.
3. We undertake :
 - (a) to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto and
 - (b) if this Tender is accepted, to provide Guarantees, Undertakings & Warranties for the due performance of the Contract as stipulated in the General Conditions of Contract, Special Conditions of Contract and Appendix 1 hereto; and
 - (c) to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the DMRC in connection with this Tender or with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
4. We submit with this Tender a duly executed Tender Guarantee in respect of our obligations under this Tender.
5. Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the tender.

6. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission, has been, or will be paid and that the tender price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
7. This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India.

We are, Gentlemen,

Yours faithfully,

Signature:

Witness:

Date -----

Signature: -----

Name -----

Date -----

For and on behalf of

Name -----

Address

Address -----

Signature:

Witness:

Date -----

Signature: -----

Name -----

Date -----

For and on behalf of

Name -----

Address

Address -----

FORM OF TENDER

APPENDICES 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11A, 11B, 12, 13 and 14

(to be prepared and appended by the Tenderer)

Appendix 1 - Contract Conditions

Appendix 2 – Pricing Document (to be prepared from Appendices A to N and included in Financial Package only).

Appendix 3 – Outline Quality Plan

Appendix 4 - Outline Safety Plan

Appendix 5 - Outline Environmental Plan

Appendix 6 - Tenderer's Technical Proposals

Appendix 7 – Outline Project Management Plan

Appendix 8 – Structure of the Tenderer

Appendix 9– Tender Index

Appendix 10 – Form of Declaration for Non-engagement of Any Agent, Middleman..

Appendix 11A – Statement of Deviations

Appendix 11B – Certificate of Compliance

Appendix 12 – Certificate of Confidentiality

Appendix 13 – Form of Certificate Confirming Receipt of All Addenda

Appendix 14 – Certificate Confirming Submission of All Documents of Financial Package in the Technical Package with Prices Left Blank

FORM OF TENDER - APPENDIX 1
CONTRACT CONDITIONS

- | | |
|--|---|
| 1. Amount of Performance Security (GCC Sub-Clause 4.2.1) | : 10% of the Contract Price in types and proportions of currencies in which the Contract Price is Payable. |
| 2. Latest date for commencement of the Works (GCC Sub-Clause 8.1) | : Date given in the Employer's Notice to Proceed. |
| 3. Liquidated Damages | : As per GCC Sub-Clause 8.5 |
| 4. Defects Liability Period Works | : Refer SCC Clause 33 |
| 5. Amount of advance payment | :-NA- |
| 6A. Amount of Professional Indemnity Insurance | : -NA- |
| 6B. Amount of Third Party Insurance (GCC | : -NA- |
| 7. Period in which all insurances have to be effected: (GCC Sub-Clause 15.5) | The insurance will be effective from the date of commencement of works. The insurance policy/ papers to be submitted within 4 weeks from the date of commencement of works. |
| 8. Stages and Key Dates | : See next pages. |
| 9. Contractor's Name and Address (GCC Clause 18)** | :.....
.....
..... |
| 10. Employer's Name and Address | Delhi Metro Rail Corporation,
Metro Bhawan, Fire Brigade Lane
Barakhamba Road, New Delhi.110001. |

** (Tenderer to Complete)

KEY DATES

1 KEY DATES

The work includes a number of stages. These stages, which are inter-related with, and essential to, the completion of the implementation of SAP ESS system, are to be achieved by the Key Dates.

If the identified stage is not achieved by the stated Key Date, liquidated damages may become applicable as set out in the Contract.

1.1 STAGE 1 – Key Date 1 (KD1): Delivery of hardware

Achievement: delivery of hardware at DMRC premises as per the technical specification in tender(PS)

1.2 STAGE 2 – Key Date 2 (KD2) : Solution design/ Installation of hardware / business blueprint preparation & Delivery of SAP ESS/MSS user licenses

Achievement: solution designing and architecture for the proposed and delivered hardware together with hardware installation according to it. Delivery of SAP licenses as defined in tender.

1.3 STAGE 3 – Key Date 3 (KD3 Migration of existing SAP ECC 6 to new hardware/Unicode conversion/ business blueprint finalisation

Achievement: migration of currently running SAP ECC 6 from old servers to new setup installed together conversion to Unicode version. Also required is the finalisation of business blueprint for SAP ESS

1.4 STAGE 4 – Key Date 4 (KD4): Completion of database upgrade/ solution manager implementation/Enhancement Pack Upgrade

Achievement: completion of database upgrade, solution manager implementation with full functionality and updation SAP ERP with EHP 7 (FP-4)

1.5 STAGE 5 – Key Date 5 (KD5): Completion of Installation/implementation of SAP ESS on DEV server:

Achievement: complete installation of SAP ESS on Development server with requested functionalities with user signoffs

1.6 STAGE 6 – Key Date 6 (KD6): Completion of Installation/implementation of SAP ESS on quality & PRD server; within 28 weeks of issue of LOA.

Achievement: complete installation of SAP ESS on Live Production server with requested functionalities with user signoffs

1.7 STAGE 7 - Key Date 7 (KD7): Completion of one month post go live support

Achievement: completion of post go live support

Schedule Of Key Dates :

Key date	Description	SAP ESS Implementation project
KD1	Delivery of hardware	Within 10 weeks from LOA
KD2	Solution design/ Installation of hardware / business blueprint preparation & Delivery of SAP ESS licenses	Within 12 weeks from LOA
KD3	Migration of existing SAP ECC 6 to new hardware/Unicode conversion/ business blueprint finalisation	Within 20 weeks from LOA
KD4	Completion of database upgrade / solution manager implementation/Enhancement Pack Upgrade	Within 22 weeks from LOA
KD5	Completion of Installation / implementation of SAP ESS on DEV server	Within 24 weeks from LOA
KD6	Completion of Installation / implementation of SAP ESS on PRD server	Within 28 weeks from LOA
KD7	Completion of one month post go live support	32 weeks from LOA

FORM OF TENDER - APPENDIX 2

PRICING DOCUMENT

To be prepared from Appendices A to N to Annexure 2 to the Instructions to Tenderer.

The pricing Document shall be included in Financial Package only.

FORM OF TENDER - APPENDIX 3

OUTLINE QUALITY PLAN

The Tenderer shall submit as part of his Tender an Outline Quality Plan illustrating the intended means of compliance with the Employer's Requirements and setting out in summary form an adequate basis for the development of the more detailed Quality Plans required. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's quality objectives with regard to the requirement of the Contract. The Tenderer may be requested to amplify, explain or develop his Outline Quality Plan prior to the date of acceptance of the Tender due and to provide more details with a view to reaching provisional acceptance of such a Plan.

FORM OF TENDER - APPENDIX 4

Not Used

FORM OF TENDER - APPENDIX 5

Not Used

FORM OF TENDER - APPENDIX 6

TENDERER'S TECHNICAL PROPOSALS

The Tenderer shall prepare his Technical Proposals based on the contents of Annexure 3 to the Instructions to Tenderers.

FORM OF TENDER - APPENDIX 7

OUTLINE PROJECT MANAGEMENT PLAN

The Tenderer shall submit with his Tender a Project Management Plan as prescribed in Employer's Requirement - inter-alia indicating names, qualifications, professional experience and corporate affiliation of all proposed key management and engineering personnel (above the level of supervisor) and specialists.

Project Director shall be based in Delhi. Design Engineer, Interface Manager shall be continuously based in Delhi (India) Project Office through out the Contract Period. Installation Engineers and Commissioning Engineers shall be continuously based in Delhi during the respective activities.

The Tenderer shall include his proposals for his Co-ordination Control Team and include the name and qualifications of the Team Leader responsible for the interface co-ordination with Designated Contractors.

FORM OF TENDER - APPENDIX 8

STRUCTURE OF THE TENDERER

The Tenderer shall supply a chart particularising the structure of the Tenderer and the ownership of each of the companies comprising the Tenderer, identifying all respective intermediate and ultimate holding companies.

COMPOSITION OF THE TENDERER

1. A copy of any Memorandum of Understanding (MOU) relating to the composition of the Tenderer shall be submitted. Should the Tenderer be an entity established or to be established to tender for this Contract, details of the shareholders' agreement or proposed shareholders' agreement shall be supplied together with the percentage participation and percentage equity in the agreements.
2. The contractual arrangements and copies of agreements in relation thereto must, as a minimum, provide information on all members or participants involved, their respective participation in the Tenderer, the management structure, ownership and control of the members or participants comprising the Tenderer and if, appropriate, the name of the member or participant who would have overall lead management responsibility for the Works, the registered addresses of all parties and the names of their respective senior partners, chairmen or managing directors as appropriate. Such agreements should also reflect the joint and several liabilities of the members to the Employer in the event that the Contract is awarded to them
3. The Tenderer shall provide written confirmation that:
 - (a) The agreement or agreements submitted represent the entire agreement between the members or participants comprising the Tenderer as to the Tenderer's legal persona;
 - (b) There is or are no other agreements relating to the Tenderer's incorporation, powers or organization which may affect in any way his ability to carry out the Works; and
 - (c) No changes will be made to any such agreements during the tender period without first obtaining the Employer's agreement to the proposed change or changes.

FORM OF TENDER - APPENDIX 9

TENDER INDEX

The Tenderer shall include with his Tender an index which cross refers all of the Employer's tender requirements elaborated in these documents to all the individual sections within Tender Package 1: Technical Package and Tender Package 2: Financial Package which the Tenderer intends to be the responses to each and every one of those requirements.

FORM OF TENDER - APPENDIX 10

FORM OF DECLARATION FOR NON-ENGAGEMENT OF ANY AGENT, MIDDLEMAN OR INTERMEDIARY

We hereby jointly and severally declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be paid and that the tender price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

SIGNATURE OF THE TENDERER

(C) STATEMENT OF DEVIATIONS FROM THE EMPLOYER’S REQUIREMENT-GENERAL SPECIFICATIONS AND PARTICULAR SPECIFICATIONS

Clause Number	Details of Deviations	Remarks explaining reasons for deviations and why it may be considered by the employer
---------------	-----------------------	--

Note:

1. We hereby confirm that the pricing for unconditional withdrawal of the deviations from Instruction to Tenderers, GCC & SCC and the Employer’s Requirements (General Specifications and Particular Specifications) noted in this Appendix 11A has been given in the financial bid.
2. We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned elsewhere in our proposal shall be treated as NULL and VOID and stand withdrawn.
3. We hereby confirm that but for the deviations noted in this Appendix 11A, our proposal is fully and truly compliant.

SIGNATURE OF TENDERER

FORM OF TENDER - APPENDIX 11B FOR CERTIFICATE OF COMPLIANCE

TENDERER LETTERHEAD

CERTIFICATE OF COMPLIANCE

This Certificate is issued in the full knowledge that the Technical Proposals submitted as Appendix 6 to the Form of Tender, are in, Clause by Clause, Compliance with the Instruction to Tenderer, Employers Requirements (General Specifications and Particular Specifications), General Conditions of Contract (GCC), Special Conditions of Contract (SCC) except as noted in Appendix 11A to the Form of Tender (Statement of Deviations) accompanying this Certificate.

Signed-----

Authorised Representative

FORM OF TENDER - APPENDIX 12

FORM OF CERTIFICATE OF CONFIDENTIALITY (ITT CLAUSE E2)

This is to certify that we [Name of the Company] understand that the Tender Invitation Documents in connection with Tender 'ESS15 ' of Delhi Metro Rail Corporation and any addenda thereto, together with any further communications are issued for the purpose of inviting tenders only and we shall not disclose any information contained in the documents or otherwise supplied in connection with this tender invitation to any third party except for the purpose of preparing his Tender. We also certify that the Tenderer shall maintain complete confidentiality till the Contract is awarded and in the event that such confidentiality is breached, the Employer may reject the Tender.

SIGNATURE OF TENDERER

FORM OF TENDER - APPENDIX 13

FORM OF CERTIFICATE CONFIRMING RECEIPT OF ALL TENDER ADDENDA

This is to certify that we, M/S _____ [Name of the Company] have received all Tender Addenda to Tender 'ESS15', as listed below:

1. Addendum No.
2.
3.
4.

We also certify that we have carefully examined all the contents of the Tender Documents and all the pages of Tenderer's proposal have been signed and stamped.

SIGNATURE OF TENDERER

FORM OF TENDER - APPENDIX 14

**FORM OF CERTIFICATE CONFIRMING SUBMISSION OF ALL DOCUMENTS OF FINANCIAL
PACKAGE IN THE TECHNICAL PACKAGE WITH PRICES LEFT BLANK**

1. This is to certify that the copy of all the documents of Financial Package, submitted with the Technical Package, is a True Copy of the Financial Package with prices left blank.
2. It is further certified that there are no additional comments, remarks, deviations, terms and conditions in our Financial Package and even if it is there, it shall be treated as NULL and VOID and stand withdrawn.
3. It is further certified that there are no conditional discounts offered in/ along with the financial bid.

SIGNATURE OF TENDERER

DESIGN, MANUFACTURE, SUPPLY, INSTALLATION,

TESTING AND COMMISSIONING

OF

SAP ESS SYSTEM

FOR

PHASE-III OF DELHI MRTS PROJECT

ESS15

SPECIAL CONDITIONS OF CONTRACT

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Clause No	GCC Clause No.	Description
1		<p>Preamble</p> <p>SCC is to be read in conjunction with GCC. Entire clause of GCC is not replaced unless specifically mentioned in SCC against the relevant Clause</p>
2	Clause 1.4	<p>Contract Agreement</p> <p>In addition to the provision in Clause 1.4 of GCC</p> <p>The Form of Contract Agreement shall be in the format given in Schedule 1 to these Special Conditions of Contract.</p>
3	Clause 1.5	<p>Priority of Documents</p> <p>The priority of the documents shall be as follows:</p> <p>(a) The Contract Agreement;</p> <p>(b) The Letter of Acceptance;</p> <p>(c) The Tender (Form of Tender, NIT, ITT, Addendum/corrigendum) ;</p> <p>(d) The Employer's Requirements:</p> <p>(i) Employer's Requirements – Particular Specifications;</p> <p>(ii) Employer's Requirements -- General Specifications;</p> <p>(e) The Special Conditions of Contract;</p> <p>(f) The General Conditions of Contract;</p> <p>(g) The Schedules;</p> <p>(h) The Contractor's Proposal; and</p> <p>(i) Any other document forming part of the Contract.</p>
4	Clause 1.8	<p>Employer's Use of Contractor's Documents</p> <p>Last paragraph of Clause 1.8 of GCC is replaced by the following:</p> <p>In this contract, the Contractor's Documents and other design documents made by (or on behalf of) the Contractor can, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer provided this information is used for DMRC's work.</p>
5	Clause 2.2	Not Applicable
6		Not Used
7	Clause 3.2	<p>Duties and Authorities of the Engineer</p> <p>The Engineer shall take the approval of Employer in respect of technical and financial matters.</p>

Clause No	GCC Clause No.	Description
		<p>In addition to the duties mentioned in Clause 3.2 of General Conditions of Contract, the Engineer:</p> <ol style="list-style-type: none"> 1. shall watch and inspect the Works, monitor the test results and examine any material to be used and workmanship employed by the Contractor in connection with the Works; 2. shall carry out such duties and exercise such powers vested in the Engineer in accordance with the provisions of the Contract; 3. shall issue instructions which in his opinion are necessary for the execution of the Works; and 4. may issue any other instruction which in his opinion is desirable in connection with the Works. <p>In case, the engineer is employee of any agency hired by the employer for all technical and financial matters, he shall be considered deemed to have taken the approval of employer.</p>
8	Clause 3.3	<p>Engineer's Authority to Delegate</p> <p>Following is added to paragraph 3 of clause 3.3 of GCC:</p> <p>The Engineer's decision on the suitability and qualification of the assistants will be final.</p>
9		Not used
10	Clause 4.2	<p>Performance Security</p> <p>The forms of Performance security, Parent Company Undertaking, Parent Company Guarantee, Contractors Warranty, Sub Contractor's warranty, Advance Payment Guarantee and Designers Warranty shall be in the formats given in the Schedules 2, 3, 4, 5, 6, 7 and 8 respectively to these Special Conditions of Contract. Even if not described or stated in the Employer's Requirements and the Contractor's Technical Proposals, the Contractor shall carry out and complete the design of the Works, including the selection of specifications for the kind and standard of Plant, Materials and workmanship to be used therein. The performance security shall be valid up to 28 days beyond the Defect Liability Period.</p> <p>If Bidder is using its own credentials required to qualify then PCG and PGU is not required.</p>
	Clause 4.5	Not Applicable

Clause No	GCC Clause No.	Description
11		
12	Clause 4.9	Not Applicable
13	Clause 4.11	Not Applicable
14	Clause 4.13	<p>Programmes</p> <p>The Works Programme and Design Submission Programme shall be submitted within the period stipulated in the Employer's Requirements so as to achieve key dates of various activities. The Works Programme and any other document submitted along with the Tender shall not in any event be construed as a submission of the Programme under Employer's Requirements.</p> <p>Supply, Installation, Testing and Commissioning (Including Integrated Testing and Commissioning) Methods</p> <p>The Contractor shall submit complete documents and information pertaining to the methods of manufacture, supply, installation, testing and commissioning (including Integrated Testing and Commissioning) which the Contractor proposes to adopt or use on Corridors. The Engineer will then check to see whether, if such methods are adhered to, the Works can be executed in accordance with the Contract and without detriment to the Works (when completed) and to other works comprising the Project.</p> <p>The Engineer shall inform the Contractor in writing within 21 days after receipt of the above information.</p> <p>(a) that the Contractor's proposed methods of manufacture, testing and commissioning (including Integrated Testing and Commissioning) have the consent of the Engineer; or</p> <p>(b) in what respects, in the opinion of the Engineer the Contractor's proposed methods of manufacture, etc:</p> <p>(i) fail to comply with the Employer's Requirements and/or the Final Design;</p> <p>(ii) would be detrimental to the Works and/or to the other works comprising the Project;</p> <p>(iii) do not comply with the other requirements of the Contract; or</p> <p>(c) as to the further documents or information which are required to enable the Engineer to properly assess the proposed methods of manufacture, etc.</p>

Clause No	GCC Clause No.	Description
		<p>In the event that the Engineer does not give his consent, the Contractor shall take such steps or make such changes in the said methods or supply such further documents or information as may be necessary to meet the Engineer's requirements and to obtain his consent. The Contractor shall not change the methods of manufacture, supply, installation, testing and commissioning (including Integrated Testing and Commissioning) which have received the Engineer's consent without further review and consent in writing of the Engineer. Notwithstanding the foregoing provisions of this Clause, or that certain of the Contractor's proposed methods of manufacture, etc. may be the subject of the consent of the Engineer, the Contractor shall not be relieved of any liability or obligation under the Contract.</p>
15	Clause 4.16 & 6.7	Not Applicable
16	Clause 4.17	Not Applicable
17	Clause 4.18	<p>Electricity, Water and Gas</p> <p>The Contractor will be allowed, free of charge, traction power, permanent power and use of test track as stipulated in the Employer's Requirement / General Specifications.</p>
18	Clause 4.19	<p>Tools, Plants and Equipments Supplied by the Employer</p> <p>The Employer will not provide any machinery or materials under the Contract. However the decision of the Engineer as to the amount recoverable from the contractor on this account shall be final and binding</p>
19	Clause 4.27	Not Applicable
20	Clause 5.3	<p>Construction and/or Manufacture Documents</p> <p>The Contractor shall submit drawings and documents, as required by the Contract, to the Engineer in accordance with any submittal schedule agreed with the Engineer. This submittal shall be made sufficiently before the Works are to be carried out to give the Engineer/Employer reasonable time to examine the drawings or other documents, to prepare comments and for any changes to be accommodated by the Contractor.</p> <p>Where the consent of the Engineer is required, the Engineer shall notify the Contractor in writing of his decision either</p>

Clause No	GCC Clause No.	Description
		<p>within such period as may expressly be stipulated in the Contract or otherwise within a reasonable time.</p> <p>If the Engineer has reasonable cause for being dissatisfied with the proposals set out in the Contractor's drawings or documents, the Engineer shall, require the Contractor in writing to make such amendments thereto as the Engineer may consider necessary. The Contractor shall make and be bound by such amendments at no additional expense to the Employer and shall resubmit the amended drawings or documents for Engineer's consent.</p> <p>The Contractor shall provide the Engineer with the type and number of sets of the relevant drawings or documents as stipulated in the Employer's Requirement.</p> <p>Should it be found at any time after notification of consent that the relevant drawings or documents do not comply with the Contract or do not agree with drawings or documents in relation to which the Engineer has previously notified his consent, the Contractor shall, at his own expense, make such alterations or additions as, in the opinion of the Engineer, are necessary to remedy such non-compliance or non-agreement and shall submit all such varied or amended drawings or documents for the consent of the Engineer..</p> <p>No examination by the Engineer of the drawings or documents submitted by the Contractor, nor any consent of the Engineer in relation to the same, with or without amendment, shall absolve the Contractor from any of his obligations under the Contract or any liability for or arising from such drawings or documents.</p>
21	Clause 5.3.2	Clause 5.3.2 (b) of GCC is not applicable for this contract
22	Clause 5.7	<p>Operation & Maintenance Manuals</p> <p>The Operation and Maintenance Manuals and drawings submitted by the Contractor shall, if required, be updated by him during the Support Period and re-submitted for review by the Engineer.</p>
23	Clause 6.1	<p>Engagement of Staff and Labour</p> <p>The Contractor shall, if required by the Employer, deliver to the Engineer or to his office, a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor on the Site.</p>
24	Clause 7	Quality Control

Clause No	GCC Clause No.	Description
		<p>Following is added before Sub-Clause 7.1 of GCC:</p> <p>Within 28 days of the issue of the Notice to Proceed, the Contractor shall submit to the Engineer, for his consent, his proposed Site Quality Plan based on the Outline Quality Plan and the Employer's Requirements. The quality manual should address the quality system as required by ISO 9001-2008. Any supplement to the Site Quality Plan shall be submitted at least 14 days before commencement of the relevant work.</p> <p>Upon the Engineer notifying his consent to the Site Quality Plan, or any supplement thereto, the Contractor shall, adhere to the principles and procedures contained in such document, except where the Engineer gives his consent to any amended or varied version thereof. The Contractor shall cause any sub-contractors to adhere to this Plan.</p> <p>The Contractor shall appoint a suitably qualified and experienced person, not otherwise engaged in the performance of the Contract, to act as manager of the quality assurance system and shall provide such other personnel and resources as required to ensure effective operation of the quality assurance system. The said manager shall carry out audits of the application of the quality assurance system, and ensure effective quality control and delivery of quality assurance.</p> <p>The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer to carry out surveillance visits both on and off the Site to verify that the quality assurance system is being properly and fully implemented. No extra payment shall be made in this regard and the cost of the Work under this element shall be deemed to be included in the Contract Price.</p>
25	Clause 7.5	<p>Testing</p> <p>Clause to be read as:</p> <p>This sub clause shall apply to all tests specified in the Contract, other than the Tests after Completion.</p> <p>The Contractor shall provide all documents and other information necessary for all types of testing and such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as are necessary to carry out such tests efficiently.</p> <p>The Contractor shall agree, with the Engineer, the time and place for the testing of any Plant, goods, Materials and other parts of the Works as specified in the Contract. The employer/Engineer may instruct the contractor for any</p>

Clause No	GCC Clause No.	Description
		<p>additional test</p> <p>The Engineer shall give the Contractor not less than 24 hours' notice of his intention to attend the tests.</p> <p>If the Engineer does not attend at the time and place agreed, or if the Contractor and the Engineer agree that the Engineer shall not attend, the Contractor may proceed with the tests, unless the Engineer instructs the Contractor otherwise. Such tests shall be deemed to have been made in the Engineer's presence.</p> <p>The Contractor shall promptly forward to the Engineer duly certified reports of the tests. If the Engineer has not attended the tests, he shall accept the readings as accurate. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect.</p> <p>The expense of conducting such Tests shall be borne by the Contractor. No such testing shall relieve the Contractor from any obligation or responsibility.</p>
26	Clause 7.8	Not Applicable
27	Clause 7.11.5	<p>Interference with tests on completion</p> <p>GCC clause 7.11.5 stands deleted.</p> <p>The issue of taking over will be governed by GCC clause 9.1 and 9.2. If the Contractor suffers delay in carrying out the Tests on Completion, the Contractor shall give notice to the Engineer and shall be entitled for an extension of time for any such delay, if completion is or will be delayed, under Clause 8.4.</p>
28	Clause 7.12.1	<p>Integrated testing</p> <p>After completion of Integrated Testing and Commissioning for each Section, the Section shall be subject to intensive service trials for a period to be determined by the Employer. Any defects, deficiencies detected during these Service Trials shall be made good promptly free of cost by the Contractor.</p>
29	Clause 7.12.5	Not Applicable
30		NOT USED
31		NOT USED

Clause No	GCC Clause No.	Description
32	Clause 9.1	<p>Taking Over Certificate Following is added in the last of Clause 9.1 of GCC</p> <p>If some part of work is not completed along with rest of the works in the contract and the Employer agreed for such splitting of work in writing, the Taking Over Certificate can be issued for that part of work which has been completed and accepted by the Employer. However such splitting of work for issue of taking Over Certificate is sole discretion of the Employer</p>
33	Clause 10	<p>Support period During the Defects Liability Period the Contractor shall provide, free of cost, competent and skilled personnel and maintain adequate stock of spares so as to promptly fulfil his obligations during the Defects Liability Period as laid down in GCC and Employer's Requirements.</p> <p>For the equipment, hardware and non-SAP software supplied for SAP ESS contract, the support Period shall start from the date of go-live of production server for employee services and shall continue until 5 years.</p>
34	Clause 10.8	Not used
35	Clause 11.1.1	<p>Contract price</p> <p>Fixed lumpsum price shall be quoted separately in Indian rupee:-</p> <p>The Tenderers to note the following:-;</p> <p>(A) -NA-</p> <p>(B) -NA-</p> <p>(C) Change in Taxes/Duty:- The contract price shall not be adjusted to take into account any change in taxes, duties, levies or introduction of any new tax, duty or levy till the completion date including the date of extended period of contract.</p> <p>(D) DVAT is included in the contract price. The contractor</p>

Clause No	GCC Clause No.	Description
		<p>shall maintain details of DVAT paid to 'Trade and Taxes' department and submit:-</p> <p>(1) Certificate of the Chartered Accountant in regard to turnover of the contractor relating to DMRC project.</p> <p>(2) DVAT Form-16 of the contractor for the relevant period / periods along with detailed statement in Form-20 & copy of Challans in regard to deposit of tax.</p> <p>(E) -NA-.</p> <p>In view of above , the bidders shall quote fixed lumpsum price inclusive of all central/state/local taxes, duties, levies, cess and all other incidental charges required to full fill the tender conditions including statutory deduction viz TDS towards Income tax /Work Contract Tax.</p>
36	Clause 11.1.3	<p>Adjust in Contract Price</p> <p>Prices quoted by the tenderer shall be fixed throughout the Tenderers performance of the contract and not subject to variation of any account except for the equipment's/items specifically mentioned in the contract.</p>
37	Clause 11.2.1	Not Applicable
38	Clause 11.2.2	Not Applicable
39	Clause 11.3	Not Applicable
40	Clause 11.4.1	Not applicable on this Contract
41	Clause 11.4.2	Not applicable on this Contract
42	Clause 11.6.1	Not applicable on this Contract
43	Clause 11.6.2	<p>Delayed payment</p> <p>Last sentence of first paragraph is replaced by following:</p> <p>The period shall be deemed to commence after 56 days from the date of receipt of invoice / bill (complete in all respect) against the milestone certificate issued by Engineer.</p>

Clause No	GCC Clause No.	Description
44	Clause 11.17	<p>Withholding And Lien For Sums Claimed</p> <p>In addition to the entitlement of the employer as per Clause 11.17 of GCC, the employer shall have lien over all or any money that may become due and payable to the Contractor under the Contract, and / or over the deposit of Performance Security or other amount or amounts made under the Contract and which may become payable to the contractor.</p>
45	Clause 12.1	<p>Variation</p> <p>Changes to any sequence, method or timing of manufacture, construction, execution, supply, installation, testing and commissioning including Integrated Testing and Commissioning and changes to any part of the Site or access thereto will not constitute a Variation.</p>
46	Clause 12.2	<p>Contractor's Variations</p> <p>Following is added in clause 12.2 of GCC:</p> <p>If requested by the Engineer, the Contractor shall submit further or additional information and documents (including the design calculations and comments thereon), which may be required for a full appreciation of the Contractor's Variation and its implications.</p>
47	Clause 12.3 and 12.5	<p>Employer's Variations</p> <p>"Employer's Variation" means a change in the Employer's Requirements which makes necessary alteration or modification of the Design, quality or scope of Works as described by or referred to in the Employer's Requirements. Changes to any sequence, method or timing of manufacture, supply, installation, testing and commissioning including Integrated Testing and Commissioning and changes to any part of the Site or access thereto will not constitute Employer's Variation.</p> <p>An Employer's Variation shall be requested and implemented in accordance with and subject to the following provisions:</p> <p>(a) within 14 days (or such other period as the Engineer may allow) of the Engineer informing the Contractor in writing of the intention to request an Employer's Variation, the Contractor shall notify the Engineer in writing whether in his opinion the Employer's Variation would, if ordered:</p> <p>1. give rise to any entitlement to an extension of time; or</p>

Clause No	GCC Clause No.	Description
		<p>2. affect the achievement of any Milestone; or</p> <p>3. give rise to any entitlement to additional payment; or</p> <p>4. affect the warranties of the Contractor set out in Clause 10 of Special Conditions of Contract,</p> <p>and shall submit his proposals as to the terms upon which he would agree to implement the Employer's Variation.</p> <p>(b) The contractor shall furnish sufficient information in terms of rates/prices of the equipment/components manufactured by the contractor or sourced from the Vendors/Sub-contractors such as: estimated man-hours, man-hours rates for manufactured items, design costs, basic rate of materials, sub-assemblies, taxes, duties, overheads & profiles and inflation rate, so as to establish the reasonableness of the variation price.</p> <p>(c) Contractor to note that maximum man day rates for currency of the base contract ESS15 has been fixed by the employer as provided in appendix k of annexure 2 of ITT.</p> <p>(d) any agreement between the Engineer and the Contractor as to the terms upon which an Employer's Variation may be implemented shall have no contractual or other legal effect, until it is in writing and is signed by the Contractor and the Engineer. The Engineer shall determine the amount well in advance that should be added to or deducted from the relevant Cost Centre Total and/or the revisions (if any) which should be made to the Milestone Payment Schedules as a result of the Variation and get it prior approved by the Employer.</p> <p>In the event of the Engineer and the Contractor failing to reach agreement on the revisions to be made to the Cost Centre Totals, the Engineer shall, with the approval of the Employer, determine such revisions as shall be reasonable. In case the Contractor supplies part/ incomplete information or refuses to supply the required information, Employer shall determine the cost of Variation based on the information available to him from any sources, which in his judgment can be used to determine the case. The Contractor will proceed with the Work on this basis but may submit his Claim if necessary, in accordance with Sub-clause 17 of GCC.</p>

Clause No	GCC Clause No.	Description
		<p>In assessing work covered by any sub-contract, the Engineer will have, where he deems necessary, access to the original sub-contract conditions, rates, prices and details of the variation claimed, to assist in evaluating any Variations.</p> <p>(e) if the Engineer withdraws the request for an Employer's Variation, the Contractor shall have no claim of any kind whatsoever arising out of or in connection with any of the proposals made or any failure to reach agreement. In case the Employer's Variation involves omission of part of the Works, the agreement shall address the issue of reduction in the Contract Price.</p> <p>Quantity Variation</p> <p>The Tenderer shall provide a Bill of Quantity (BoQ) in the format given in Appendix J of Annexure 2 of ITT, to meet the entire scope of whole of works as stipulated in the Employer's Requirements. The Tenderer shall note that CS24 is a lumpsum contract and any change in quantities, other than those due to a change in scope of work, shall have no impact on the Contract price.</p> <p>Variation of any item in Appendix J due to change in scope of work during execution, provided the change in Contract value is within $\pm 25\%$, shall be applied at the unit rate quoted by the Tenderer in Appendix J of Pricing Document of ITT and no additional amount whatsoever shall be payable to the Contractor (pricing mechanism as per SCC 58),</p> <p>The Employer may exercise any increase in quantity on any date up to scheduled opening of the last section.</p>
48	Clause 13.2.1	<p>Conditions Leading to Termination Of Contract</p> <p>In addition to the conditions stipulated in the GCC, following condition shall also</p> <p>make the Employer entitled to terminate the contract and added at (k):</p> <p>k (i) If the Contractor fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days,</p>

Clause No	GCC Clause No.	Description
		<p>whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress.</p> <p>(ii) In such a case, the Engineer at its sole discretion may terminate only part of the contract also by taking out some part of the total scope of work and may complete or arrange for any other entity through the process of open/limited/single tender or by calling quotations, to do so at the risk and cost of the contractor.</p>
49	Clause 13.3.2	<p>Contractor's Entitlement to Suspend the Work</p> <p>This clause must be read in conjunction with SCC clause 43</p>
50	Clause 13.3.4	<p>Payment on Termination and/or Optional Termination due to Force Majeure</p> <p>Following is added after (e) in clause 13.3.4 of GCC</p> <p>For the ease of determination of the cost to be paid to the Contractor, a lumpsum payment equal to 2% (two percent) of the value of the work remaining incomplete on the date of Termination notice taking effect shall be paid in place of payments as per sub-clause 13.3.4 (c), (d) & (e).</p>
51	Clause 14.1	<p>Indemnity</p> <p>The last paragraph of Clause 14.1 of GCC shall not be applicable in this contract and the Contractor shall include such risks also in his insurance cover.</p>
52	Clause 16.5	<p>Payment to Contractor</p> <p>Any loss or damage caused to SAP ESS hardware in India or abroad due to natural calamities like flooding, typhoons and heavy storms etc. including rioting, fire etc. shall be covered by an insurance policy by the Contractor and he shall not be entitled for any payment against the loss or damage from the Employer. The Employer may however consider an extension to the Contract on this account if it is established that all reasonable precautions were taken by the Contractor.</p>
53	Clause 16.7	<p>Optional Termination, Payment and Release</p> <p>Instead of the period of continuous 84 days or multiple periods</p>

Clause No	GCC Clause No.	Description
		which total more than 140 days mentioned in GCC, this optional termination shall be applicable only when the work is prevented for a continuous period of 120 days.
54	Clause 17.7	<p>Conciliation Procedure Clause 17.7 of GCC is superseded and replaced as under:</p> <p>For the purpose of conciliation in this contract, the conciliation shall be undertaken by one conciliator selected from panel of conciliators maintained by the employer, who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Contractor who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with “The Arbitration and Conciliation Act, 1996”, of India.</p> <p>The Employer and the Contractor shall in good faith co-operate with the Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.</p> <p>When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.</p> <p>If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement.</p> <p>When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties.</p> <p>As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator</p>

Clause No	GCC Clause No.	Description
		<p>The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings</p>
55	<p>Clause 17.11</p>	<p>Cost of Arbitration Clause 17.11 of GCC is replaced as under:</p> <p>The cost of arbitration shall be borne by the respective parties. As regard the fee of the arbitrator(s), the employer shall fix the fee from time to time which shall be payable to the arbitrators. Any other expenditure shall be as agreed by both the parties.</p>
56	<p>Additional Clause</p>	<p>Deleted</p>
57	<p>Additional Clause</p>	<p>Not applicable on this Contract</p>
58	<p>Additional Clause</p>	<p>Not applicable on this Contract</p>
59	<p>Additional Clause</p>	<p>Recovery of money due to the Employer</p> <p>All damages (including, without limitation, liquidated damages), costs, charges, expenses, debts, or sums for which the Contractor is liable to the Employer under any provision of the Contract may be deducted by the Employer from monies due to the Contractor under the Contract and the Employer shall have the power to recover any balance not so deducted from monies due to the Contractor under any other contract between the Employer and the Contractor.</p> <p>When the Contractor has assigned to a third party the right to receive monies due, or to become due, under the Contract to the Contractor or charged such monies in favour of a third party, the Employer's right to deduct damages (including without limitation liquidated damages), costs, charges, expenses, debts or sums for which the Contractor is liable to the Employer from monies due to the Contractor under the Contract shall be limited to the right expressed above.</p>

Clause No	GCC Clause No.	Description
60	Additional Clause	Deleted
61	Additional Clause	Not applicable on this Contract
62	Additional Clause	<p>Work by persons other than the Contractor</p> <p>If the Contractor shall fail to carry out any work required under the Contract or refuse to comply with any instruction or order given by the Engineer in accordance with the Contract within a reasonable time, the Engineer may give the Contractor 14 days' notice in writing to carry out such work or comply with such instruction. If the Contractor fails to comply with such notice, the Employer shall be entitled to carry out such work or instruction by his own workmen or by other contractors. Without prejudice to any other right or remedy, all additional expenditure properly incurred by the Employer in having such work or instruction carried out shall be recoverable by the Employer from the Contractor.</p> <p>If by reason of any accident or failure or other event occurring to, in, or in connection with the Works any remedial or other work shall, in the opinion of the Engineer, be urgently necessary and the Contractor is unable or unwilling at once to do such remedial or other work, the Engineer may authorise the carrying out of such remedial or other work by a person other than the Contractor. If the remedial or other work so authorised by the Engineer is work, which, in the Engineer's opinion, the Contractor was liable to do under the defect liability period Contract, all expenses properly incurred in carrying out the same shall be recoverable by the Employer from the Contractor, provided that the Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.</p>

SCC forms

SCHEDULE 1

CONTRACT AGREEMENT

(Refer Clause __ of SCC)

This Agreement is made at New Delhi onday of(month & year) by and between:

(1) Delhi Metro Rail Corporation Limited, with office located at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi 110001, hereinafter referred to as the “DMRC” or the “Employer”, as the case may be, of the one part, and;

(2) [Note 1] comprising:

a), a company registered and existing under the laws of, with head office located at

....., represented

by Mr. and Mr. authorised to sign and bind the company, under the Power of Attorney dated..... and the Board Resolution dated..... [Note 5]

b), a company registered and existing under the laws of, with head office located at

..... represented

by Mr. and Mr. authorised to sign and bind the company, under the Power of Attorney dated..... and the Board Resolution dated [Note 5]

c), a company registered and existing under the laws of, with head office located at

....., represented by Mr. and Mr. authorised to sign and bind the company, under the Power of Attorney dated..... and the Board Resolution dated [Note 5]

[Note 2] who shall be jointly and severally liable for the undertaking of this Contract;

hereinafter [Note 3] collectively referred to as the “Contractor” of the other part.

WHEREAS the Contractor has established a[Note 4] in accordance with Indian law and offered a tender for the design and construction of a rail based mass rapid transport system by procuring the design, execute, complete, test and commission (including integrated Testing and commissioning) and agrees to undertake performance of the works under the terms and conditions set forth in this contract.

Both parties hereby agree as follows:

Clause 1

DMRC agrees to hire and the Contractor agrees to be hired to Supplying, Installation, Testing and Commissioning of SAP ESS System of the Mass Rapid Transport System for phase three under the terms and conditions specified in this Contract Agreement and the other Contract Documents attached hereto as follows:

- Letter of Acceptance
- Notice Inviting Tender
- Instructions to Tenderer (including Annexures)
- Form of tender (including Appendices)
- Employer's Requirements
- The Tender
- Special Conditions of Contract
- General Conditions of Contract
- The Schedules
- Contractor's Proposal
- Any other documents forming part of the Contract

All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract Documents. Also incorporated into these Contract Documents, and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein. In the event of a conflict, ambiguity or discrepancy between the contents of the Contract Documents, the order of precedence shall be according to the General Conditions of Contract.

Clause 2 Obligation of the Contractor:

The Contractor agrees, subject to the terms and conditions of the Contract Documents, to perform efficiently and faithfully all of the work and to DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF SAP ESS SYSTEM and to supply spares, manuals, training of personnel, supervision of maintenance and to provide all equipment, materials, labour and other facilities requisite for or incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contract Documents.

Clause 3 Obligation of the Employer:

The Employer agrees, subject to the terms and conditions of the Contract Documents, to pay the Contractor the amount specified, and at the rates and terms and in the manner set forth in the Contract Documents.

Clause 4 Value of Work and Completion Time:

The Employer agrees to pay for the total cost of the Works and the Contractor agrees to accept the sums mentioned below in following currencies, to be the total cost for the Work carried out by him as part of his obligations, responsibilities and liabilities under and according to the provisions and obligations imposed on him by the Contract.

Fixed Lump Sum price

(i) Rupees (..... Rs; and
subject to adjustment in accordance with the provisions of contract document.

The above amount include all taxes, royalties, duties, fees, cess, octroi, other levies etc. and any tax to be deducted at source including custom duty and excise duty and VAT/CST.

The Contractor shall complete the Works within the key dates specified in the tender.

Clause 5 Notices:

All notices called for by the terms of the Contract Documents shall be in writing in the English language and shall be delivered by hand or by registered mail, acknowledgement due, to the parties' addresses given below. All notices shall be deemed to be duly made when received by the party to whom it is addressed at the following addresses or such other addresses as such party may subsequently notify to the other:

Employer Delhi Metro Rail Corporation Limited,
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, New Delhi 110001, India.

Contractor

.....

.....

Clause 6- Option

In the event the Employer exercises the option requiring the Contractor to DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF SAP ESS SYSTEM for the additional areas. The Employer agrees to pay for these works and the Contractor agrees to accept the sums to determine according to pricing mechanism in Clause 58 of SCC and Clause C24 of ITT, and the Contractor accepts that the Employer may at his sole discretion, call for tenders for this option, as part of his obligations, responsibilities and liabilities under and according to the provisions and obligations imposed on him by the Contract.

Clause 7- Integration

The Employer and the Contractor agree that this Contract Agreement, together with the other Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties, and that it integrates, combines, and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 8- Governing Law

This Contract is enforceable and construed under the laws of the Republic of India.

Clause 9 Language

This Contract Agreement and the other Contract Documents are made in the English language.

Clause 10 Jurisdiction of Court

SCHEDULE-2

PERFORMANCE SECURITY

(Clause 10 of SCC)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To: DELHI METRO RAIL CORPORATION, Metro Bhawan, Fire Brigade Lane, Barakhamba Road
New Delhi – 110001.

WHEREAS _____(Name and address of the Contractor) (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ to design, execute and complete and remedy any defects in the Works of the DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF SAP ESS SYSTEM Contract ESS15 of MASS RAPID TRANSPORT SYSTEM - PHASE THREE (hereinafter called “the Contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee from a Scheduled Commercial Bank based in India for the sum specified herein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we (Insert name and address of Bank) have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor up to a total of _____(amount of Guarantee) _____ (in words), such sum being payable in the types and proportion of currencies in which the Contract Price is payable and we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of _____ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under the guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for 28 days beyond the Contract Period including 5 years hardware support. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK _____

ADDRESS _____

DATE _____

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issue the ‘Bank Guarantee’

CHAPTER 1

INTRODUCTION

1.1 GENERAL

- 1). Delhi Metro Rail Corporation Ltd. (DMRC) has already implemented SAP ERP ECC 6 and is working on SAP since last 12 years

1.2 RELEVANT DOCUMENTS

- 1). This Particular Specification (PS) shall be read in conjunction with the Special Conditions of the Contract, General Conditions of Contract, the General Specification (GS) and any other document forming part of the contract. In the event of a conflict between the GS and PS, the requirements of the PS shall prevail.
- 2). In the event of a conflict between the PS and any other standards or specifications quoted in the PS, the requirements of the PS shall prevail.
- 3). Notwithstanding the precedence specified in above paragraph, the Contractor shall always immediately seek advice from the Employer's engineer in the event of conflicts between specifications.

1.3 SYSTEM DESCRIPTION

- 1). Delhi Metro has implemented SAP with FI, CO,RE,HR,MM, PM and PS modules
- 2). SAP was installed in 2002 with version 4.6C and later upgraded to ECC 6 in 2009. Further it was updated to EHP 4.
- 3). Currently running SAP is installed on SUN hardware with oracle as database

CHAPTER-2

SCOPE OF WORKS

2.1 SCOPE

The scope of the works includes:

9. Supply of Hardware & Non-SAP Software as per requirement
10. Design, Installation & commissioning of Infrastructure/hardware
11. Database/Application Migration and Technical Upgrade
12. Supply of SAP ESS, MSS and user Licenses
13. Implementation of the SAP ESS
14. Project Management in different phases, Change Management and Training.
The work covering all the above elements put together will be completed by the bidder on turnkey basis.
15. Post Implementation support services for running the SAP Application, Non-SAP applications and Infrastructure Facility Management Services.
16. Hardware Support

2.2 General Requirements

Deleted

2.3 SYSTEM AND EQUIPMENTS

- 1). The scope of supply shall include all necessary hardware / equipments, software, accessories, materials, documentation and facilities necessary to meet all requirements of the implementation of SAP ESS System and its integration with currently running SAP ERP system.
- 2). The proposed SAP ESS System comprises of all equipment associated with SAP system including (but not limited to):
 - a). Servers for SAP ERP & ESS system for DEV,QA & PRD environment
 - b). server for backup, solution manager, document management, portal servers .
 - c). OEM racks with KVM for servers
 - d). SAN Storage to be integrated with all above servers
 - e). SAN Sitches
 - f). Tape Library
 - g). Notebook to manage/troubleshoot hardware.
 - h). NON-SAP softwares for backup,clustering,Unix OS,monitoring as per suggested specification given in Chapter 4 of this PS.
 - i). Complete server room level networking works and network equipments like Switches, including Ethernet / OFC cables, ties, conduits, legends, terminations, other accessories, power supply distribution panels, power / control cables and all fixing and termination accessories.
 - j). Connectivity of DMRC LAN/WAN system through switch, firewall in server room refers to integeation of SAP hardware infrastructure proposed in tender to existing LAN/WAN system in server room through switch/firewall.
 - k). any other hardware/software required for temporary use for migration of currently running SAP to new servers.
 - l). All equipment and paraphernalia necessary to carry out factory and on site testing and commissioning.
 - m). Critical Spare parts.
 - n). SAP user licenses as specified
 - o). All software and hardware required for SAP ESS including development system, licenses of all applications and Operating System software, API, simulator etc.

- 3). The contractor shall transfer to DMRC all requirements specifications, design documents, etc
All this information is to be provided prior to the taking over of works, to allow Delhi Metro to maintain and enhance the system thereafter.
- 4). It is anticipated that the Contractor shall have previous experience of implementation of the SAP ESS system.

2.4 SERVICES

The Services to be performed by the Contractor shall include, but not limited to, the following:

1. Supply of Hardware & Non-SAP Software
 - Supply of Hardware - Data Center Equipments
 - Supply of Hardware - Servers, Storage, Backup Devices, Racks & Other Hardware
 - Supply of Hardware - Networking Equipments
 - Supply of Non-SAP Software –Operating System, Backup softwares, cluster software & other non-SAP software required for SAP ESS implementation
2. Design, Installation & commissioning of Infrastructure
 - Solution designing & overview
 - Installation & commissioning of Hardware - Data Center Equipments
 - Installation & commissioning of Hardware - Servers, Storage, Backup Devices, Racks & Other Hardware
 - Installation & commissioning of Networking Components.
 - Installation & commissioning of Non- SAP software
3. Data Migration/Technical Upgrade
 - Data and existing SAP ERP migration to new servers, storage
 - Upgradation of Database from oracle 10g to oracle 11 or 12c
 - Unicode conversion: An approximate number of 1699 custom developments exist in system with details attached, however, this is only an indicative figure and final details would be carried out during the blueprint phase.

Pack.No.	Text for Package		Author	Original System
	Type	Object		
Z001		24		Customer development class
ZDMRC		78		Package for Reducing Gross Asset Value and Accumulated Depre
ZDMRC01		1,156		Dmrc development class
ZDMRC_HR_PRG		6		
ZFI_ICICI		129		ICICI: Iconnect Package for DMRC
ZHR_PF		17		Development Regarding PF reports
ZIT0025		1		implementation for IT0025
ZLOANS		29		FOR LOAN MANAGEMENT
ZPM_NEW		244		Plant Maintenanc Custom Development
ZRE		14		Development for Real Estate
ZUPG		1		
		1,699		In Total

- Full SAP Solution Manager implementation/upgrade to 7.1
 - Upgradation of SAP ECC 6.0 EHP 4 to EHP 6
 - Testing and assurance of all existing running features of SAP
4. Supply of SAP ESS & MSS Licenses
 5. Implementation of the SAP ESS
 - Analyzing and understanding already implemented SAP ECC

- Conducting Business Process Study
 - Mapping of Business processes as per Business Blueprinting.
 - Conceptualizing, Developing, Configuring and Testing the Solution.
 - SAP Application installation on development, quality and production instances.
 - Data migration to SAP system, if any.
 - Configuring daily scheduled backup (online & offline) of database & file system through backup software agent delivered on backup device.
 - Go-live and Stabilization Support.
6. Project Management of the implementation of the system in different phases, Change Management and Training.

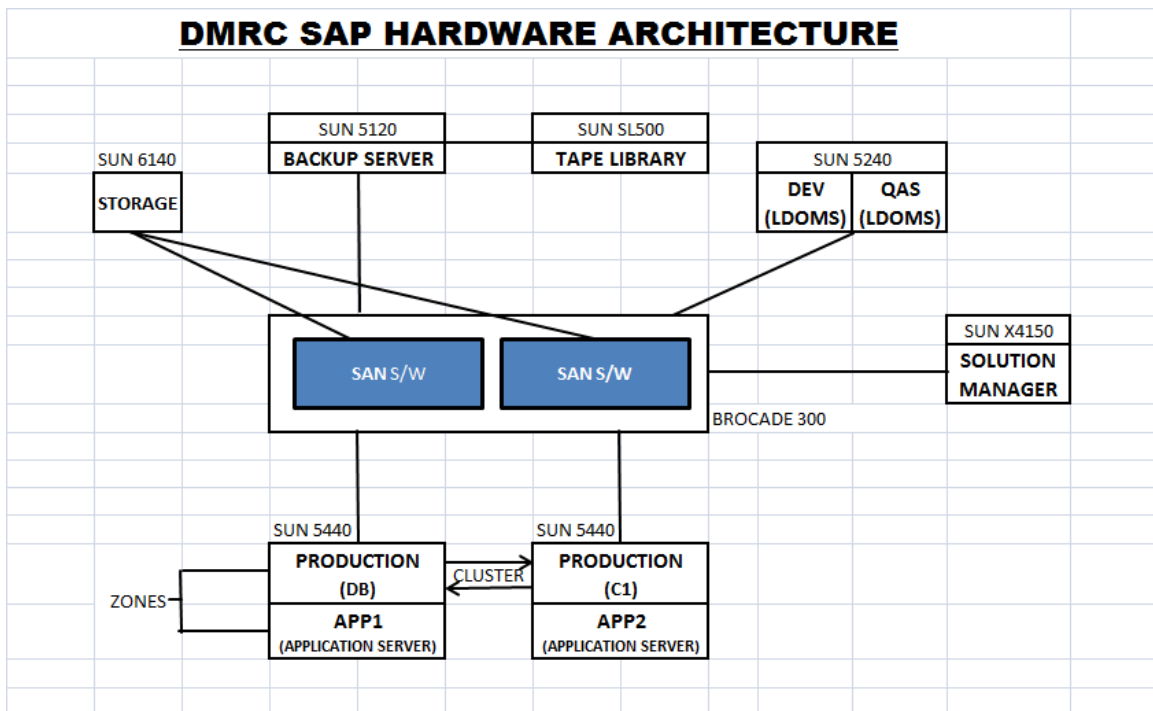
The work covering all the above elements put together will be completed by the bidder on turnkey basis

7. Post Implementation support services for running the SAP Application, Non- SAP applications and Infrastructure Facility Management services.
- SAP Application Support
 - Non- SAP Application Support
 - Infrastructure Facility Management Support
 - Hardware & Network Equipment maintenance
8. Presentations, meetings, reviews and audit support as specified in the Specification.
9. Quality management, provision of reliability and maintainability demonstration test
10. Overall site supervision and management.
11. Operation and maintenance support services during support period for hardware and Software as specified.
12. Preparation and submission of documentation (hard / soft copy).
13. Training and Transfer of Knowledge.
14. Provide extensive guidance and assistance for implementation of software / hardware.
15. Any other work to meet the Employer's requirements.

CHAPTER 3
OPERATIONAL REQUIREMENTS

3.1 GENERAL

- 1). This chapter describes basic operational requirements, which will govern the SAP ESS and ERP system.
- 2). When implementing the operational requirements, the contractor shall ensure that all associated security/ frauds problems are addressed.
- 3). The SAP ESS system together with SAP ERP for DMRC will be a system for making all finance transactions, HR, Payroll, PD,PM, employee claims and other activities associated with SAP FI,CO,RE,HR,MM,PS,PM modules
- 4). There are 2 servers to be proposed for all production systems(ERP & ESS). A third server should host Content server, Solution Manager, Dev & QA instances in a virtualized environment. Also a fourth server to be proposed for Backup purpose.
- 5). Virtualization will be used to create production, ESS, Content server, Dev , QA ,solution manager & backup server instances on physical servers.
- 6). Details of existing SAP hardware architecture are attached.



3.2 SAPS required

	Required / recommended Configuration	
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		Base SAPS at 65% CPU	Additional Loading on Base SAPS	Recommended SAPS at 65% CPU	RAM (GB)	Minimum Internal Disk (GB) - OS & SWAP	Disk (GB) - Database	Remarks
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Production Servers

ERP		11000						
Database Server	30%	3300	35%	4455	36	146	500	HA Cluster
Central Instance	30%	3300	35%	4455	36	146		
Application Server	70%	7700	35%	10395	83	146		
NetWeaver Enterprise Portal (ESS + MSS Only)		5600						
Database Server	30%	1680	20%	2016	16	146	300	HA Cluster
Central Instance	30%	1680	20%	2016	16	146		
Application Server	70%	3920	20%	4704	38	146		
Solution Manager		2000		2000	16	146	200	
Content Server		4000		4000	24	146	500	

Development Servers

SAP ERP		2000	0%	2000	16	146	300	
SAP NetWeaver Enterprise Portal (ESS + MSS Only)		2000	0%	2000	16	146	300	

Quality Servers

SAP ERP		3000	0%	3000	24	146	300	
SAP NetWeaver Enterprise Portal (ESS + MSS Only)		3000	0%	3000	24	146	300	

CHAPTER 4**HARDWARE AND NETWORK – Supply, Implementation and Testing****General Requirements for Hardware to comply**

No.	Parameter	Description	Supporting documents	Bidders response	reference
1	Implementation in large organizations	The hardware platform suggested should be successfully implemented in at least three organizations, in SAP environment with a userbase of 500 or more (compliance of OEM is required)	Documentary evidence in form of customer testimonials		
2	Hardware configuration	The hardware platform configuration should be RISC / EPIC and should deliver number of SAPS required as per tender	Details of hardware configuration, benchmark certification for SAPS from OEM		
3	Guarantee support	Guarantee and provide support for the provided hardware for minimum Three years with regard to service and spares			
4	Authorized partner	Must be an OEM or an authorized partner of the OEM for minimum 1 years	Certificate from OEM		
5	Local presence	The hardware manufacturer must have offices in India and manufacturer should have support center for quoted hardware in India	Details of offices and activities performed to be submitted		
6	Support services	The hardware manufacturer must be capable of providing 24x7 support services on technical issues, upgrades, bug fixes etc related to hardware	Self certificate from company's authorized signatory		

The proposed hardware implementation for the project will be carried out in the following geographical location: ERP server room, Operation Control centre, Shastri park Metro Station, Delhi

Supply of Hardware and Non-SAP Software

1) Supply of Hardware - Servers, Storage, Backup Devices, Racks & Other hardware (PCs/Printers) etc.

The vendor shall supply all the hardware infrastructure including but not limited to the following

a) Servers

b) OEM Racks with KVM

- c) SAN storage with SAN switch
- d) Backup Devices, Tape Library System, Tapes
- e) Other required items

2) Supply of hardware - Networking Equipments

The vendor shall supply all the networking Equipments required for the infrastructure including but not limited to the following.

- a) Switches - Core Switch, Distribution Switch, Access Switch, Server-firm switch etc.
- b) Fiber Optic Cable
- c) UTP cable
- d) Fiber & UTP Connectors & IO
- e) Other required items

Generic specifications of key hardware and Network Equipments are provided in Annexure 1 & 2. All bought out items shall be as per the acceptable make list given Annexure- 1 & 2. Any other materials proposed, other than preferred makes, will require approval from Owner. The OEM should provide service, spares support to Owner during Warranty period and subsequent AMC period. The necessary certificate should be provided by the Vendor from the OEM as part of the bid.

3) Supply of Non-SAP Software

The Vendor shall provide Licenses for all Non-SAP application software including Operating Systems and other related software on all servers / storage broadly covering but not limited to the following.

- a) Supply of Non-SAP software - UNIX Operating System,,
- b) Supply of Non-SAP software - Backup software for SAP file system and DB backup
- c) Supply of Non-SAP software cluster/high Availability software.
- d) Supply of Non-SAP software - Other software/s

The Vendor shall provide media for the software/ applications as well as hard copy of the licenses. Time to time patches, updates shall also be provided by the Vendor.

The Contractor shall propose design architecture for SAP ESS & ERP to meet Employer's requirements. The detailed installation manual need to be prepared and submitted by contractor involving installation design, layout, methodology adopted and other procedures adopted while installation. All system user/passwords need to be shared while handing over

of system. The detailed specifications of the hardware required and sizing are mentioned in Annexure -1 and Annexure -2 attached to this chapter of PS. The Application and Database Servers shall be mainstream products that conform to current industrial standards. Each shall meet the following requirements.

- a). Server shall have high performance, high speed and high reliability characteristics.
- b). The OS shall be of proven reliability in similar applications.
- c). Server computers shall have sufficient memory and internal hard disk capacity to meet all current requirements and provide 50 percent spare capacity.
- d). an internal RAID hard disk system shall be provided and configured to meet operating requirements
- e). DVD/CD Read/Write capability.
- f). Capable of supporting Keyboard, Mouse and Monitor supporting at least 1280x1024 resolution.
- g). Support for backup media and
- h). One LTO tape drive with a tape autoloader and necessary automated backup software

(i) Software Requirements

- a). The software provided shall include a package consisting of server operating system software, backup software, cluster software and monitoring software
- b). software provided above should have proper and adequate number of licenses as per the infrastructure for SAP ERP/ESS setup
- c). Security features shall be incorporated to prevent tampering with any data, programs
- d). All computer software documentation shall be provided by the Contractor. The documentation shall include system requirements analysis, system design/layout, installation process, as required by the Employer. This information shall be supplied prior to the start of installation of hardware.
- (i) All reports shall be generated in a form that can be easily exported to Microsoft Office application format, PDF & CSV for offline storage, analysis and editing.

Security Management

Security requirements: - Security shall cover following aspects applicable to SAP system:

- (i). Physical protection of equipment
- (ii). Security of data and transactions
- (iii). System security

Archiving, Back-up and Restore mechanism

Process of achieving, backup and restore mechanism should be documented

Hardware Configuration

Annexure-1 No. of SAPS required

		Required / recommended Configuration						Remarks
		Base SAPS at 65% CPU	Additional Loading on Base SAPS	Recommended SAPS at 65% CPU	RAM (GB)	Minimum Internal Disk (GB) - OS & SWAP	Disk (GB) - Database	

Production Servers

SAP ERP		11000						
Database Server	30%	3300	35%	4455	36	146	500	HA Cluster
Central Instance	30%	3300	35%	4455	36	146		
Application Server	70%	7700	35%	10395	83	146		
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Database Server	30%	1680	20%	2016	16	146	300	HA Cluster
Central Instance	30%	1680	20%	2016	16	146		
Application Server	70%	3920	20%	4704	38	146		
SAP Solution Manager		2000		2000	16	146	200	

SAP Content Server		4000		4000	24	146	500	

Development Servers

SAP ERP		2000	0%	2000	16	146	300	
SAP NetWeaver Enterprise Portal (ESS + MSS Only)		2000	0%	2000	16	146	300	

Quality Servers

SAP ERP		3000	0%	3000	24	146	300	
SAP NetWeaver Enterprise Portal (ESS + MSS Only)		3000	0%	3000	24	146	300	

Annexure-2 Hardware specification

1. Production, Development, Solman, Content and QA Server for the Data Centre

Sl. No	Specifications	Complied (Yes/No)
1	The Servers shall be offered minimum 3 no. of same model with partitions as required. The clustered partitions (high availability for DB and CI) shall be configured in two different physical servers. The application server partitions (2 for ECC and 2 for EP) shall be also configured in these two different physical servers. All Dev, QA , Sol Man and Content Server partitions should be configured in Third physical server. Each server partition should have minimum 1 (one) or multiple of 1 (one) core.	
2	High Availability (HA) to be provided between DB and CI partitions. In case of failure of one partition, the package running on the failed partition shall be switched over/ failed over to other.	
3	Each Physical Server should be configured with minimum 2 number of 8-core CPU with 2.0 GHz or higher. The server should be capable to deliver the number of SAPS asked in the RFP. OEM to provide benchmark from public website. If the offered server is not benchmarked then OEM to furnish SAP competency center certificate for SAPS rating of the offered server configuration with correlation to the public benchmark. CPU & Cores should be scalable to 16 cores with multi core multi threaded Hardware & OS as SAPS are calculated considering growth.	
4	The offered CPU should be 64 Bit RISC/EPIC latest generation processor with highest clock speed on the offered processor series and minimum 8 MB on chip cache also highest cache on the offered processor series.	
5	Rack/Blade form factor	
6	The offered each physical server shall be configured with minimum 16GB RAM per Core. The RAM shall be DDR3 & ECC at the highest speed available on the server.	
7	Each physical server shall be configured with mirrored internal disk for OS & SWAP requirements of all the server instances configured using 10K or higher RPM SAS disks. Usable capacity shall be provided under RAID 1 (Mirroring). The SWAP for each partition should be configured minimum double of the configured RAM for	

	that partition.	
8	<p>I/O card requirements for each server:-</p> <p>(a) Minimum 2* Dual port 8Gbps FC HBA cards (b) Minimum 8* 1GbE NIC ports across minimum 2 Ethernet controllers. Each server must be scalable on PCI Slots number</p>	
9	All servers shall be provided with the capability of being partitioned into virtual/logical servers; each partition shall have its own operating system instance, host name and IP address.	
10	The software/firmware name and the partitioning technology proposed to be explicitly mentioned in the technical proposal and ensured in the solution.	
11	Each partition shall be able to run same or different versions of OS kernel, patch levels, etc. independently. Any configuration change in one partition shall not affect any other partition.	
12	Each partition shall have the capability to start-up and shutdown independently without affecting any other partition on the same server.	
13	The OS of each partition shall be upgradeable separately and independently without affecting the other partitions.	
14	Necessary virtualization and cluster configuration are to be provided with unlimited users.	
15	OS should be of the same OEM brand as the server and should have minimum features like full binary compatibility across versions. The latest version of OEM UNIX should be provided with unlimited user licenses.	
16	<p>Offered Operating system should have the following features:</p> <p>(a) Partitioning functionality to allow the creation of multiple minimum one processor partitions within the server (b) Volume management to allow the creation, expansion and shrinking of volumes and dynamically mirrored volumes (c) The file system should be capable to online expand and shrink. (d) Workload management (e) Virtualization management (f) Patch management system</p>	
17	Offered system should be provided with necessary tools/commands to capture the real-time server utilization data to	

	perform ongoing capacity planning. It should also have the GUI interface to view and analyze the historical resource use data.	
18	Offered system should be provided with necessary tools/commands to provide the real-time performance information of the system. Also it should have the real-time diagnostic capabilities, logging & alarming functions.	
19	DVD media readers shall be provided with each server.	
20	Dedicated 10/100 Ethernet port for Web based remote interface and remote console.	
21	The offered servers should have minimum 6 hrs call resolution support configured.	
22	Dynamic movement of resources like Memory, IO, Cores across logical servers without reboot of source & target logical servers. Virtualization technology must ensure that failure in one logical server must not affect other logical servers.	
23	Virtualization overheads must be over and above the actual application sizing and must be taken into consideration while sizing the server.	
24	Capability of virtualization engine to have priority based allocation of CPUs for multiple logical servers.	

Cluster Software

Sl. No.	Parameters	Specifications	Complied (Yes/No)
1	Cluster Software	Vendor to quote OS based Cluster software as required	
2	Cluster Nodes	The cluster must be high availability two-node cluster.	
3	High availability Node configuration	The servers shall be configured for DB and CI packages and configured for mutual failover.	
4	Cluster Software	Offered cluster software shall be available for OEM UNIX clusters	

		The Cluster-ware should provide a single, uniform interface to cluster various software components if any like ABAP, JAVA, SAP NetWeaver or any other important software.	
		The cluster solution shall be provided with SAP certified software to ensure failover to the other cluster system for any failure arising due to: a) Hardware b) Operating System c) Database d) SAP process	
		The system shall be able to recover automatically. In case of unrecoverable errors, the process on the failed system must be automatically restarted on the other system without any data loss. The switch over shall remain transparent to all the application servers.	
		Once the failed system comes back, there shall be provisions to revert back.	
5	Transactions safety	The solution must provide no loss of committed transactions in case of a failover.	
6	Cluster/High availability	All necessary clustering software and agents for SAP applications for automatic high availability and seamless fail-over shall be provided.	
		Redundant heartbeats for failover shall be provided.	
		Cluster solution shall be from OEM.	
		No committed transactions in SAP should be lost in case of failure of clustered component.	
		The implementation of proposed clustering solution must be explained in detail in the technical proposal along with logical diagrams.	
7	Heterogenous Cluster Management	The Cluster software should be capable to manage the UNIX cluster	
8	Cluster control	The cluster must have both manual and automatic control options.	

9	SAP Compatibility	The platform should be certified with SAP ECC 6.0 Enhancement Pack 5.0	
		The platform should be compatible with Oracle 11g database Enterprise Edition.	
10	Disaster Recovery support	The offered cluster software shall have a Geo/Metro Cluster solution support across two different sites and must be compatible with offered SAN storage	

Backup Server

Item	Description of Requirement	Compliance
Server:		
Chassis	Rack Mountable	
CPU	1 x Intel® Xeon® E5/E7 (2.0GHz/8-core/20MB or more) with Intel® Turbo Boost Technology & Intel® Hyper-Threading Technology. Scalability/Upgradable to 2 CPU or more.	
CPU L3 CACHE Memory	20MB or more L3 cache	
Motherboard	Intel C6000 Series Chipset	
Memory	32GB ECC DDR-3 1600 MHz Memory.	
Memory Protection	Proposed memory should support identifying itself and authenticate with the server installed to increase reliability of the server Advanced Memory protection Lockstep mode	
HDD Bays	Upto 8 Hot Plug 2.5" hard disk bays	
Hard disk drive	2 x 500GB SAS 10k rpm Hot Swap HDDs.	
FC HBA	Dual Port Fiber Channel HBA	
Controller	Raid Controller with RAID 0/1/1+0/5/5+0 with 512MB battery backed write cache (onboard or in a PCI Express slot).	
Networking features	Integrated two Gigabit Ethernet ports. Dedicated out of band Remote management port.	

Ports	USB 2.0/3.0 or higher support With 5 or more total ports: (2) ports up front; (4) ports in back; (1) port internal, 2 VGA ports(1 rear, 1 front), 1 Dedicated Remote Management Port.	
Bus Slots	Two PCI-Express 3.0 or higher slots.	
Optical drive	DVD-RW drive	
Industry Standard Compliance	ACPI 2.0 Compliant, PCIe 3.0 Compliant, PXE support, WOL Support, Microsoft® Logo certifications, USB 2.0 Support	
Security	Power-on password Setup password Diskette boot control Secure Sockets Layer (SSL) Secure Shell (SSH)	
OS Support	Microsoft Windows Server Oracle Solaris Red Hat Enterprise Linux (RHEL) SUSE Linux Enterprise Server (SLES) Vmware	
Power Supply	Platinum efficiency Power Supply	
Fans	Redundant Fans	
Warranty/support	5 year onsite comprehensive support. Pre failure warranty on CPU, Memory and Hard disks	
Remote Management	<ol style="list-style-type: none"> 1. System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication. 2. Server should have dedicated 1Gbps remote management port 3. Server should support agentless management using the out-of-band remote management port. 4. Applications to access the server remotely using popular handheld devices based on Android or Apple IOS should be available. 	
Server Management	The Systems Management software should provide Role-	

	based security	
	Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD. Should support automatic event handling that allows configuring policies to notify failures via e-mail or automatic execution of scripts.	
	Should provide an online portal that can be accesible from anywhere. The portal should provide one stop, online access to the product, support information and provide information to track warranties, support contracts and status. The Portal should also provide a Personalised dashboard to monitor device heath, hardware events, contract and warranty status. Should provide a visual status of individual devices and device groups. The Portal should be accessible on premise (at customer location - console based) or off premise (using internet).	
	Should support scheduled execution of OS commands, batch files, scripts, and command line apps on remote nodes	
	Should be able to perform comprehensive system data collection and enable users to quickly produce detailed inventory reports for managed devices. Should support the reports to be saved in HTML, CSV or XML format.	
	Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/firmware components.	
	The Server Management Software should be of the same brand as of the server supplier.	

SAN Storage

S.No	Paramater	Functionality
1.0.1	Operating System & Clustering Support	The storage array should support industry-leading Operating System platforms including: Windows Server 2008, Windows 2012, VMware, Sun Solaris, HP-UX, IBM-AIX, OpenVMS and Linux.

1.0.2	Capacity & Scalability	<p>1. The Storage Array shall be offered with 11TB RAW Capacity using 600GB drives.</p> <p>2. Storage shall be scalable to minimum of 200TB using 900GB drives.</p>	
1.0.3	Cache	<p>1. Offerd Storage Array shall be given with Minimum of 24GB cache in a single unit.</p> <p>2. Cache shall be used only for Data and Control information. OS overhead shall not be done inside cache.</p> <p>3. Cache shall be dynamically managed for both Read and Write operations.</p>	
1.0.4	Processing Power	Storage architecture shall be based on purpose built ASIC, XOR engine so that there shall be no load on the storage CPU during Raid Parity calculations.	
1.0.5	Architecture & Processing Power	Controllers shall be true active-active so that a single logical unit can be shared across all offered controllers in symmetrical fashion, while supporting all the major functionalities like Thin Provisioning, Data Tiering etc..	
1.0.6	No Single point of Failure	Offered Storage Array shall be configured in a No Single Point of configuration including Array Controller card, Cache memory, FAN, Power supply,controller etc.	
1.0.7	Disk Drive Support	Offered Storage Array shall support 6Gbps dual-ported 300 / 450 / 600 / 900GB hot-pluggable Enterprise SAS hard drives, Minimum of 400GB SSD Drives along with SAS MDL 1TB / 2TB / 3TB / 4TB drives.	
1.0.8	Raid Support & Virtualization	<p>1. Offered Storage Subsystem shall support Raid 0, 1, 1+0, 5 and Raid 6.</p> <p>2. Offered storage array shall have native virtualization support so that Raid 1, Raid 5, Raid 1+0, Raid 6 can be carved out from a logical space instead of dedicating separate physical disks for each application.</p> <p>3. Every supplied disk shall be able to participate into multiple and different raid sets simultaneously.</p>	

		4. In case vendor does not have above functionality, then 20% additional raw capacity shall be provided for each type of disk to balance out the capacity utilization.	
1.0.9	Data Protection	Incase of Power failure, Storage array shall have de-stage feature to avoid any data loss.	
1.1.0	Host Ports & Back-end Ports	<ol style="list-style-type: none"> 1. Offered Storage shall have minimum of 4 host ports for connectivity to servers running at 8Gbps speed. 2. Offered storage shall also support additional Quad 10Gbps native ISCSI ports. 3. Offered storage shall be provided will replication hardware/Ports. 4. Offered storage shall have 96Gbps of SAS Back-end aggregate bandwidth. The SAS Back-end should be 6Gbps SAS. 	
1.1.1	Global Hot Spare	<ol style="list-style-type: none"> 1. offered Storage Array shall support distributed Global hot Spare for offered Disk drives. 2. Global hot spare shall be configure as per industry practice. 	
1.1.2	Performance and Quality of service	<ol style="list-style-type: none"> 1. Shall have capability to use more than 30 drives per array group or raid group for better performance. 2. Storage shall be provided with Performance Management Software. 3. Offered Storage array shall support quality of services so that required performance (IOPS) or bandwidth or both can be "Guaranteed" into the environment. 	
1.1.3	Thin Provisioning and Space Reclaim	Offered storage array shall be supplied with Thin provisioning and Thin Re-claim to make the volume thin for an extended period of time for complete array supported raw capacity. Thin Re-claim (Zero Page reclaim) inside storage	

		subsystem shall be automatic in nature and there shall be no need to run any utility inside storage for same.	
1.1.4	Maintenance	Offered storage shall support online non-disruptive firmware upgrade for both Controller and disk drives.	
1.1.5	Snapshot / Point in time copy / Clone	<p>1. Offered Storage shall be offered with the snapshot and full copy (Clone) on the thin volumes if original volume is created on thick or vice-versa.</p> <p>2. The storage array should be provided with controller-based snapshots functionality for pointer-based snapshots.</p>	
1.1.6	Storage Array Configuration & Management Software	<p>1. Vendor shall provide Storage Array configuration and Management software.</p> <p>2. Software shall be able to manage more than one array of same family.</p>	
1.1.7	Storage Tiering	<p>1. Offered storage shall support dynamic migration of Volume from one Raid set to another set while keeping the application online.</p> <p>2. For effective data tiering, Storage subsystem shall support automatically Policy based Sub-Lun Data Migration from one Set of drive Tier to another set of drive tier.</p>	
1.1.8	Remote Replication	<p>1. The storage array should support hardware based data replication at the array controller level across all models of the offered family.</p> <p>2. The Storage array shall also support three ways (3 Data Centers) replication to ensure zero RPO in native fashion.</p> <p>3. Replication shall support incremental replication after resumption from Link Failure or failback situations.</p>	

Tape Library

S. No	Paramater	Functionality	
1.0.1	Capacity	<p>1. Shall support Native data capacity of 120TB (uncompressed) expandable to 300TB (2.5:1 compressed).</p> <p>2. Shall be offered with Minimum of two LTO6 FC tape drive. Drive shall support encryption</p> <p>3. Shall be offered with minimum 48 Cartridge slots.</p>	
1.0.2	Tape Drive Architecture	Offered LTO6 drive in the Library shall conform to the Continuous and Data rate matching technique for higher reliability.	
1.0.3	Speed	Offered LTO6 drive shall support 160MB/sec in Native mode and 400MB/sec in 2.5:1 Compressed mode.	
1.0.4	Scalability	Tape Library shall be scalable to 140 slots and 6 LTO-6 drives either within the same frame or by cascading another frame.	
1.0.5	Connectivity	Offered Tape Library shall provide 8Gbps native FC connectivity to SAN switches.	
1.0.6	Partitioning	Offered Tape Library shall have partitioning support so that each drive can be configured in a separate partition.	
1.0.7	Encryption device	Offered Library shall be provided with a hardware device like USB key, separate appliance etc. to keep all the encrypted keys in a redundant fashion.	
1.0.8	Management	Tape Library shall provide web based remote management.	
1.0.9	Barcode Reader and Mail slots	Tape library shall support Barcode reader and mail slot.	

1.1.0	Other Features	<p>1. Tape Library shall have GUI Panel</p> <p>2. Shall be rack mountable.</p> <p>3. Shall have option for redundant power supply</p> <p>4. Tape Library shall be supplied with software which can predict and prevent failures through early warning and shall also suggest the required service action.</p> <p>5. Offered Software shall also have the capability to determine when to retire the tape cartridges and what compression ratio is being achieved</p>	
1.1.1	Media	<p>Library should be provided with:</p> <p>40 number of LTO6 Cartridges</p> <p>At least four Number of Cleaning Cartridges</p> <p>Tape Labels.</p>	

San Switch

o.	Specifications	
1	Minimum Dual SAN switches shall be configured where each SAN switch shall be configured with minimum of 16 Active Ports scalable to 24 ports.	
2	Required scalability shall not be achieved by cascading the number of switches and shall be offered within the common chassis only	
3	Should deliver 8 Gbit/Sec Non-blocking architecture with 1:1 performance for up to 24 ports in a energy-efficient fashion	
4	Should protect existing device investments with auto-sensing 4, 8, and 16 Gbit/sec capabilities.	
5	The switch shall support different port types such as FL_Port, F_Port, E_Port, EX_Port.	
6	The switch should be rack mountable	
7	Should be provided with availability features such as redundant and hot pluggable components like power supply and FAN	
8	Non disruptive Microcode/ firmware Upgrades and hot code activation.	

9	The switch shall provide Aggregate bandwidth of 768 Gbit/sec end to end.	
10	Switch shall have support for web based management and should also support CLI.	
11	The switch should have USB port for firmware download, support save, and configuration upload/download.	
12	Offered SAN switches shall be highly efficient in power consumption. Bidder shall ensure that each offered SAN switch shall consume less than 100 Watt of power.	
13	Switch shall support POST and online/offline diagnostics, including RAStace logging, environmental monitoring, non-disruptive daemon restart, FCping and Pathinfo (FC traceroute), port mirroring (SPAN port).	
14	Offered SAN switch shall support services such as Quality of Service (QoS) to help optimize application performance in consolidated, virtual environments. It should be possible to define high, medium and low priority QOS zones to expedite high-priority traffic	
15	The switch shall be able to support ISL trunk up to 128 Gbit/sec between a pair of switches for optimal bandwidth utilization and load balancing.	
16	SAN switch shall support to restrict data flow from less critical hosts at preset bandwidths.	
17	It should be possible to isolate the high bandwidth data flows traffic to specific ISLs by using simple zoning	
18	The Switch should be configured with the Zoning and shall support ISL Trunking features when cascading more than 2 numbers of SAN switches into a single fabric.	
19	Offered SAN switches shall support to measure the top bandwidth-consuming traffic in real time for a specific port or a fabric which should detail the physical or virtual device.	

Backup Software

Operating System & Clustering Support	
1. The proposed backup solution should be available on various OS platforms such as Windows and UNIX platforms	

2. The proposed backup solution shall support industry leading cluster solution such as MSCS, MC Service Guard, Veritas Cluster.	
User Interface	
1. The proposed backup solution shall have same GUI across heterogeneous platform to ensure easy administration.	
2. The proposed backup solution software has inbuilt Java / Web based GUI for centralized management of backup domain.	
High Availability Features	
1. The proposed backup solution should support tape mirroring of the same job running concurrently with primary backup.	
2. The proposed backup solution should allow creating tape clone facility after the backup process.	
Licensing	
1. Proposed backup solution shall be configured with Online SAN based backup of database with LAN based backup on other servers	
2. Proposed backup solution shall be offered on all quoted servers	
3. Proposed backup solution shall be configured on all quoted number of CPUs & licensing should be independent of CPU's	
Streaming and Multi-plexing	
1. The proposed backup solution supports the capability to write up to 32 data streams.	
2. The proposed backup solution support de-multiplexing of data cartridge to another set of cartridge for selective set of data for faster restores operation to client/servers.	
Media Management	
1. The proposed backup solution has in-built media management and supports cross platform device and media sharing in SAN environment. It provides a centralized scratched pool thus ensuring backups never fail for media.	
2. The proposed backup solution has in-built frequency and calendar based scheduling system.	
Database Support	

1. The proposed backup solution has certified “hot-online” backup solution for different type of databases such as Oracle, MS SQL, Sybase , Vmware , Exchange , SAP. Should be provided with hot-online backup for all Database instances.	
2. The proposed backup solution shall also support granular recovery for Vmware , Exchange server, Share point Portal	
Deduplication	
1. The proposed backup software should use the same API for software and hardware deduplication	
2. The proposed backup software should give the option to allow de duplication to be done either on the Application Server or on the Backup Server or at the Target Device.	
3. Proposed backup solution should support the replication	
Search and Compliance	
1. The proposed backup should support searching data using either structured and unstructured Information	
2. The proposed backup software should support contextual search based on meaning.	
Cloud support	
1.The proposed backup software should support both on-premise and secure hosted backup solution	
IP v 6	
1. The proposed backup software should be IP v6 compliant	
Other Features	
2. The proposed backup solution shall support synthetic full backup / Virtual full backups.	
4. The proposed backup solution shall be able to copy data across firewall.	
5. The proposed backup solution shall support automatic skipping of backup during holidays.	
6. The proposed backup solution must support at least AES 256-bit encryption capabilities.	
DMRC has existing backup licenses for EBS Networker 7.4 with details as under:	
<ul style="list-style-type: none"> • Autochanger Module, 32 slots/32 	

<ul style="list-style-type: none"> • Networker for UNIX, Network Edition (10 clients per server)/1 server • Networker Module for SAP r?3 on Oracle, UNIX Client/1 <p>These licenses can be used with the latest version of EBS networker software if it complies with backup above. The numbers of licenses need to be increased as per the new server configuration. Also the three year supports for these licenses need to be backlined with OEM.</p>	
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Laptop (2 no.)

Specification	Compliance
Core i5 (4th Gen) processor	
RAM : 4 GB DDR3 or more	
HDD: 500 GB or more	
Screen :15 inch or more	
Windows 8 operating system	

Support Services:

All hardware and non-SAP software supplied should come with bundled support services of 5 years which should start after go-live of ESS system on Production server. Support services should assure 6 hrs resolution. Support should be backlined with OEM and include hardware supplied, non-SAP software supplied, Operating system installed on servers and all configuration on OS/virtual servers configured. Call logging procedure with escalation matrix need to be shared for reporting support incidents.

CHAPTER – 5**SAP SOFTWARE LICENSE REQUIREMENT**

The following number of SAP licenses need to be delivered:

S.No	Type of License	Number of license
1	SAP Application Employee Self-Service User (including oracle database license)	7000
2	SAP Manager Self-Service User (including oracle database license)	500

It should be noted that:

1. Procurement of above SAP Licenses allows DMRC to download the all SAP software from SAP portal required to implement SAP ESS and integrate it to existing SAP ERP
2. All SAP software required to implement SAP ESS and integrate it to existing SAP ERP should be delivered in original media CDs from OEM(SAP)
3. SAP licenses need to be delivered as per key dates in Form of Tender.
4. Further the Maintenance charges (AMC) should also be quoted on above licenses. The maintenance/support charges for SAP ESS/MSS licenses will be paid from date of go-live of SAP ESS on DEV/QAS server.
5. The license amount quoted should include the oracle database license charges
6. DMRC can procure more number of above licenses at the quoted rates within two years from the date of award of contract
7. The rate of charges for support on above ESS & MSS licenses should be mentioned for years 2016-2018. These rates would not be a part of commercial evaluation.

CHAPTER-6

SAP ERP UPGRADE

Broadly activities involved in existing SAP ERP Upgrade are:

- Migration of database and application to new platform/hardware
- Upgradation of database
- Unicode conversion
- Full SAP Solution Manager implementation/upgrade to 7.1
- EHP 4 to EHP 7 upgradation

6.1 Migration of database and application to new platform/hardware

Migration of existing running SAP ECC6 application and oracle 10g database from existing SUN hardware to new hardware delivered and installed by Vendor.

- Vendor should ensure proper functioning of functional and technical aspects of SAP ERP after migration to new hardware
- All existing functionalities (functional as well as technical) need to be tested after successful migration to new hardware and platform.
- Migration activity should involve minimal downtime
- Migration activity should be done for Development and Quality server prior to Production server
- System copies of PRD server to QAS/DEV server should be done prior to migration in order to get idea about downtime expected for PRD server migration
- Simulation/trial of PRD server migration should be done before actual migration of PRD server
- Backup policy for backup of SAP servers should be in place as soon as the migration is done in order to backup the system regularly.
- Patching at OS level should be done before migration
- Data migration of each identified process in Business Blueprint document
- OS/DB Migration: The current operating system on existing SAP servers is Solaris 10 & database version is Oracle 10 g.

6.2 Database Upgradation

Vendor will perform upgradation of oracle database 10g to oracle 11i. The activity will involve:

- Upgradation of oracle database from version 10.2.2 to 11i
- Setting up of oracle parameters as per standard recommendations from SAP
- Mapping up of database backups (offline and online consistent) after upgrade as per the existing backup policies
- Application of relevant oracle patches for new version
- Vendor should ensure proper functioning of functional and technical aspects of SAP ERP after database upgrade
- Database upgrade activity should involve minimal downtime
- Database upgrade activity should be done for Development and Quality server prior to Production server
- All database monitoring/configuration tools and transaction should be checked/tested at SAP GUI level and OS level by the vendor

6.3 Unicode migration

Migration of SAP ERP ECC 6 from non-unicode version to Unicode version. The activity will involve:

- Migration of existing running SAP ERP with EHP 4 from non-unicode version to Unicode version.
- Vendor should ensure proper functioning of functional and technical aspects of SAP ERP after Unicode migration.
- All existing functionalities (functional as well as technical) need to be tested after successful migration
- Migration activity should involve minimal downtime
- Migration activity can be merged/combined with database upgrade or hardware migration for minimizing the downtime but with prior approval. Proper arrangement and precaution may be observed for doing so and any risk involved may be intimated well before.

6.4 Full SAP Solution Manager implementation/upgrade to 7.1

Full feature implementation of functionalities of solution manager 7.1 including MOPz, EWA, SLD, Project Administration, Standard Service Desk etc. The total project viz. ESS15 will be fully monitored on solution manager.

6.5 SAP EHP 4 to EHP 7(FP-4) upgradation

Current SAP ECC 6 is having Enhancement pack 4 which need to be upgraded to Enhancement Pack 7.(FP-4).

It will involve:

- Upgradation of SAP ECC 6 for EHP 4 to EHP 7 (FP-4)
- Vendor should ensure proper functioning of functional and technical aspects of SAP ERP after Unicode migration. Vendor will perform testing for all these processes jointly with DMRC team.
- All major process should be documented before EHP upgrade.
- All Z programs should be ensured to work satisfactorily after EHP upgrade. Vendor will perform testing for all these processes jointly with DMRC team.
- EHP upgradation activity should involve minimal downtime

CHAPTER-7**SAP ESS IMPLEMENTATION**

The ESS & MSS implementation should cover the following general components:

- Both application and databases will be fully centralized
- The application should be well optimized to use minimum processing and networking resources and should be highly scalable
- The implemented solution should be fully capable of functioning faultlessly, in a robust manner and ease of use to permit more users added later to learn at a pace of their convenience.
- It should provide facility of single sign on to both ERP application users and ESS/MSS users. In future, mail messaging may also be integrated with this portal
- It should provide facility of single sign on to both ERP application users and ESS/MSS users. In future, mail messaging may also be integrated with this portal
- Customization of front-end to provide a user-friendly GUI for users.
- Integration with other SAP modules like HCM & FI. This will involve exchange of information and data as per predefined rules.
- Proper ESS & MSS development & Production server set-up in line with existing SAP server/s.

SAP Employee Self Service /Managerial Self Service need to be implemented as per scope below:

SN	Self Service (Employee / Manager)
1	Provision for Employees to update their Personnel data, address details, family details, nomination details, bank details etc.
2	Provision for Employees to view leave balances , apply for leave request , view leave request status
3	Provision for Employees to view their payslips online declares their investments online.
4	Provision for employees to apply for Reimbursement like medical and LTA online with approvals
5	Provision for employees to apply for different type of loans online with approvals
6	Provisions for employee to apply for leave encashment online
7	Provision for manager to view basic detail of employee reporting to them.
8	Provision to apply for or cancel any kind of leave on-line, submit self appraisal, generate reminders for those working under him/her who have not submitted the A&L/ Self Appraisal, (also covered under respective heads)
9	Provision to send the employee confirmations after changes are made online
10	Enable managers to conduct performance appraisals.
11	Enable managers to recommend job change actions (promotion, demotion, transfer etc.)
12	Provide employee performance history.
13	Provide appraisal forms, performance plan templates and employee performance plans.

14	Provide immediate updates to the core HRMS/payroll database when data changes complete the workflow cycle.
15	Provision for employee for stationery/uniform item requisition
16	Provision for employee separation(No dues).E-separation
17	All Pay fixation/Increments/+ive /-ve marks to be directly related to salary
18	Vigilance/D&AR/Property/APARs to be put in the system.
19	LTC customization in SAP system

SN	Employee Appraisals
1	Retain employee performance history
2	Provision to define individual objectives (KPIs)
3	Provision to define next appraisal due
4	Provision to support different type of appraisals for different grades e.g. ACR, APAR, etc.
5	Provision to define the period for which appraisal is being carried out - To be linked with Transfers/Joining to the Unit
6	Provision to support the performance appraisal system for all grades of officers through templates including the online goal setting as well as goal setting discussion with the superior.
7	Provision to review the Goals set earlier and change them during the performance period with adequate rights i.e. Both employee and reviewer should mutually agree for the change the preset goals which should get recorded in the system - To be linked with Transfers/ Change of Role.
8	Provision to maintain past Annual Appraisal Reports on scanned format or through templates with feature to record quantitative score in separate field for making calculations etc.
9	Provision to record self appraisal, supervisor/controllers' appraisal and final appraisal, if any,through work flow
10	Provision to link with organizational chart for reporting and reviewing relationship including dotted line relationship in case of institution adopting new model for performance management.
11	Support to generate reminder letters / mails / workflows to the employees/ appraising authorities in case of non-submission of self-appraisals, etc.
12	Provision of recommending confirmation of employees who are on probation post-recruitment or promotion, based on the performance rating
13	Provision of providing feature to employees for recording achievements for self appraisal on regular basis
14	Provision to advise adverse remarks in the Appraisal to the employee

FUNCTIONAL SCOPE

The high level indicative functional scope of the project is as follows.

SN	Module	Sub Module
1	Human Capital Management (HCM)	<p>A) Organizational Management (OM)</p> <p>a. Defining relationships between objects – position with organization unit, position with position,</p> <p>B) Personnel Administration (PA)</p> <p>a. Integration with Employee Portal for updating employee masters</p> <p>C) Performance Appraisal</p> <p>a. Standard processes of the module including</p> <ul style="list-style-type: none"> • Maintain Objectives /targets & achievements of appraisee's (Manual) • Assign rating and weightings to objectives (Manual) • Plan Perform & Evaluate Appraisals • Integration with ESS MSS for online appraisal process • appraisal template for separate set employee categories. • Appraisal workflow based on reporting relation ship defined in Organization Management <p>D) Employee Self Service /Managerial Self Service</p> <p>a. Standard processes of the module including</p> <ul style="list-style-type: none"> • Updating of personnel details , • Online leave request & leave encashment request • Online reimbursement and Loan request • Online Appraisal process • Processing of claims <p>E)Time Management</p> <ul style="list-style-type: none"> • Work schedule maintained for employee worked at site offices • Linkage of leave with the new work schedules

2	Enterprise Portal (EP)	<p>Employee Self Service (ESS) / Manager Self Service (MSS):</p> <p>a. Deployment of standard SAP Business Packages which include activation of services based on HR modules in scope</p> <p>b. Implementation of SAP Standard default framework including Look & Feel.</p> <p>c. Only changes to SAP Standard look & feel will be publishing of Logo & Colors.</p> <p>d. SSO (Single Sign on) with SAP ECC.</p> <p>e. Creation of Roles (assumed 5) & User in SAP EP only.</p> <p>f. Configuration of Standard Business Package of ESS and MSS.</p> <p>g. Display of up to 5 pages of static content on portal</p> <p>h. Implementation of Business Package for Manager Self-Service, with specifically the Employee Information component of the Workset "Team" to be implemented.</p>
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TECHNICAL SCOPE

The technical scope of the implementation is as follows:

Basis

The Basis scope will consist of the following:

1. Confirm and Optimized Server sizing
2. SAP software installation on Development / Quality / Production servers at DMRC site and application of patches
3. SAP database administration, including backup standards
4. The authorization concept shall include the creation of roles and user profiles on the basis of the standard roles provided by SAP as well as the use of tools with which it is possible to specify authorizations.
5. Security administration (Authorizations)

6. SAP performance monitoring during project lifecycle
7. Setting up of technical transport management
8. Confirm Information on bandwidth requirements for SAP applications
9. Printer environment configuration
10. Computer Centre Management System (CCMS)
11. OSS note application
12. System Copy from PRD to DEV/QA during project
13. IDES & ADS server installation
14. Content Server Installation and its integration with ESS/MSS for storage of documents

ABAP

The ABAP scope will consist of the following:

1. OSS Note application
2. Preparation of data upload formats (BDC/LSMW) and assistance to core team to prepare the same
3. User Exits / Substitutions / Routine to enhance standard functionalities
4. Reports / Layout / Module Pool to meet the business requirements.
5. A total of 10 custom reports will need to be developed & the details of the same will be finalized while implementation

Other

1. The bidder will completely integrate the server in the existing network at HQ, Data centre, depots and stations of DMRC to complete the purpose of this project. Any item omitted or not mentioned explicitly in the offer at this stage but necessary to complete the work at execution stage will be deemed to be included and shall be provided by the bidder at no extra cost. The bidder may familiarize himself with actual locations if considered necessary.
2. Existing firewall and IPS will be used for this project.
3. Policies/securities on firewall and IPS should be recommended for SAP & ESS

CHAPTER 8

TRAINING AND TRANSFER OF KNOWLEDGE

8.1 GENERAL REQUIREMENTS

- 1). This section of the specification covers the requirements for a Training Program to train the maintenance, operations and training personnel. The training Program shall enable the staff to operate, service, enhance, maintain, and interact with, the hardware, software, and firmware, such that the SAP ERP & ESS system and equipment will perform in accordance with the specifications of this contract.
- 2). The Contractor shall provide comprehensive training to the Employer's staff, including Employer's trainers.
- 3). The Contractor shall provide competent training instructors, training manuals, training server(IDES), all necessary aids and materials in support of all training courses.
- 4). The training instructors shall be qualified, competent, with sufficient years of practical experience in the relevant fields and possesses good communication skills.
- 5). The training instructors shall be competent staff of the Contractor, or the subcontractors or the equipment manufacturers.

8.2 SCOPE OF TRAINING

- 1). Certified Unix(HP-Unix/IBM/AIX/Solaris) Operating system administration training for latest version from OEM for 5 users as per the hardware offered at OEM Training center
- 2). SAP System Administration training (TADM10,TADM12 & TADM51)
- 3). SAP ABAP training (TAW10, TAW11 & TAW12)
- 4). SAP ESS core team training
- 5). SAP ESS end user training (4 batch of 50 users each)
- 6). Training for any new feature that will be incorporated due to the upgrade for the
- 7). SAP functional team member
- 8). Operation/Maintenance training for hardware and non-SAP software installed.
- 9). The examination cost need not to be included in the training at OEM centre. Further the training the ESS for 4 batches of 50 members each will not be a certified training and will be done at a centralized location at Delhi only.

8.3 TRAINING MATERIALS

- 1) Training Aids, Training Materials, and Training Devices shall become the property of the Delhi Metro on approval of the Training Demonstration, or on approval of the Final Deliverables, as applicable.
- 2) The Contractor shall provide all Training Aids, Training Materials, Training Devices, or other equipment required to train Course participants.
- 3) Throughout the Contract, it shall be the responsibility of the Contractor to supply the Delhi Metro with all changes and revisions to the Training Aids, Training Materials, and Training Devices.
- 4) The Delhi Metro reserves the right to reproduce all Training Aids, customized Training Materials, Training Courses, and Training Devices for use in the Training Courses.
- 5) Training Manuals are a convenient source document for use in the field. The Contractor may prepare Training Manuals in place of the Student Handout Package upon approval by the Employer.
- 6) The Contractor shall prepare Training Manuals, and submit them to the Employer for review and approval at least 30 days prior to the start of the Training Demonstration.
- 7) Throughout the Contract and Warranty, it shall be the responsibility of the Contractor to supply the Employer with all changes and revisions to the Training Manuals.
- 8) Training Manuals shall become the property of the Delhi Metro.
 - a). The Contractor shall provide the hard and soft copies of the Training Manual for each course/subject.
 - b). The Delhi Metro reserves the right to copy all Training Manuals for use in Training Courses.
- 9) The format of the trainer's guides and training manual for trainees shall be submitted to the Employer for review.
- 10) All the training materials shall be accurate and match with the actual design of the System.

8.4 TRAINING RECORDS

- 1) The Contractor shall keep records on the attendance of trainees.
- 2) The Contractor shall devise a system, standards in assessing the level of knowledge, understanding of the course content and proficiency of the trainees. The system and standards shall be submitted to the Employer for review four weeks before the commencement of the training course.