

No. HQ/IT/SAP/AMS

Date: 1st July'2021

**CALL FOR QUOTATION FOR SAP APPLICATION MAINTENANCE
AND SUPPORT SERVICES AT DFCCIL**

1. Quotations are invited by GGM/IT on behalf of Dedicated Freight Corridor Corporation of India (DFCCIL) for SAP Application Maintenance and Support Services as per Scope of Work and Terms and Conditions given in subsequent paragraphs.
2. **Scope of Work** Application maintenance and support services for all geographical units of DFCCIL in India. The relevant details are as given below: -
 - a. **Application Environment**: SAP ECC-6 EhP8 on HANA Database
 - b. **Application Modules**:
 - i. SAP - Finance & Controlling
 - ii. SAP - Project Systems
 - iii. SAP - Material Management (only Purchasing)
 - iv. SAP - Human Capital Management (includes Payroll as well as ESS Enterprise Portal)
 - c. **Support Mode**: Online / Offshore.
 - d. The following application maintenance and support services will be provided to support Business Continuity at DFCCIL.
 - i. Regular monitoring of DFCCIL's SAP system
 - ii. Resolving technical issues raised by business users pertaining to the configured SAP system.
 - iii. Incident response, elimination of the causes and consequences of incidents occurring in the system
 - iv. Maintenance of System Updates
 - v. Maintenance of changes in internal business processes
 - vi. Perform and assist in Testing of new and existing scenarios in case of any changes and getting it approved with the business users.
 - vii. Document the Business processes, Requirements, Functional as well as Technical Specification etc.
 - viii. Proactive adaptation of the System to changing legal requirements
 - ix. Training / Consulting System Users.
 - e. **Methodology**:
 - i. DFCCIL will raise tickets on the Contacted Agency based on the challenges /problems being faced, the tickets will be marked with the severity and priority levels at which the issue needs resolution.

- ii. Based on the ticket raised, the Contacted Agency will categorise them under two subheads, firstly those which can be completed within one week (5 working days) and those which are likely to take more than five working days to complete.
 - iii. For tickets which can be resolved within five working days the Contacted Agency shall provide a methodology for its tracking and monitoring of progress till its logical conclusion. The Contacted Agency must quote rates for provisioning of these services based on volume as per slabs indicated in the **commercial bid at Annexure-I**.
 - iv. For tickets which will take more than five days to be resolved, the Contacted Agency shall provide a justification as to why the same cannot be done within five working days, within 24 hours of the ticket being raised. Once the justification of the Contacted Agency is accepted, these tickets will be charged at a differential rate (per day) quoted by the service provider, **Annexure-I refers**.
 - v. DFCCIL will provide acceptance for every ticket resolved. The service provider will raise bills on a monthly based on the resolutions accepted by the IT Department /Business Process Owner at DFCCIL.
3. **Last Date of Submission:** Bidders to arrange to submit the Quotation on or before **15:00 Hrs. on 12.07.2021**. The quotations shall be opened at **15:30 Hrs. on 12.07.2021** at 4th Floor, Dedicated Freight Corridor Corporation of India Limited, Supreme Court Metro Station Building Complex, New Delhi-110001. Sealed Envelops having quotation bid to be dropped in the Quotation Box kept near 4th Floor Reception Area at Corporate Office, DFCCIL. The Quotation will not be accepted after 15:00 Hrs. or by any other method.
4. **Eligibility Criteria.** The Bidder Firm shall meet the following criteria for eligibility:
 - a. The Bidder Firm should have successfully completed at-least one similar work costing not less than Rs. 5 Lakhs in each of the last three years {i.e., current year and previous year three financial years}
 - b. The Bidder Firm should have received payment against satisfactory execution of completed and ongoing works referred as sub para-a above.
 - c. The Bidder Firm should be registered under GST Act.
 - d. The Bidder Firm should submit scan copy of PAN Card.
 - e. Documentary evidence duly certified and digitally signed by authorized signatory of the Bidder Firm needs to be produced, if the documentary proof is not enclosed for any criteria, the bid may be liable for rejection.
 - f. Proof of part performance will be furnished as per format at **Annexure-II**.
5. **Preference for MSME and Strat-ups.** Preference to Micro and Small Enterprises (MSEs) and Start-ups in accordance with prevalent Government directions will be provided. Participating MSE / Start-ups shall enclose the proof of their registration clearly showing the category and validity of registration.
6. **Commencement of Contract.** The Contract will be deemed to have commenced from the date, the Contracted Agency commences provisioning of active support and booking of the first ticket by DFCCIL.

7. **Duration of Contract.** 6 months from the date of Commencement of Contract.
8. **Performance Guarantee.** The successful bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a Nationalized / Indian Scheduled Commercial Bank.” Authorized to conduct Govt. business for a sum equal to **3%** of the Contract Value within 15 days of receipt of the confirmed order in favour of, **Dedicated Freight Corridor Corporation of India**. Performance Bank Guarantee should be **valid up to 60 days beyond the expiry of contract duration**. The format for PBG is at **Annexure-III**. The performance security shall be released 21 days after issue of performance certificate.
9. **Payment Terms.** The payments will be made monthly based on the number of tickets resolved. If a ticket is resolved in the subsequent month of its being raised, the ticket, for payment purposes will be counted in the month in which it is resolved. No advanced payment will be made under any circumstances.
10. **Taxes and Duties.**
 - a. Bidders must indicate separately the relevant Taxes / Duties likely to be paid in connection with delivery of services. In absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained
 - b. Levies, taxes, and duties levied by Central / State / Local Governments on final product will be paid by the DFCCIL on actuals, based on relevant documentary evidence. Taxes and duties on input items will not be paid by DFCCIL and they may not be indicted separately in the bids. Bidders are required to include the same in the pricing of their product.
11. **Paying Authority.** The payment of bills will be made on submission of the following documents by the Bidder to the Paying Authority along with the bill:
 - a. Ink-signed copy of Commercial invoice.
 - b. User Acceptance.
 - c. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order / contract) as per format at Annexure -IV.
12. **Non-Disclosure of Contract Documents.** Except with the written consent of the DFCCIL, the successful bidder shall not disclose the contract or any provision, specification, plan, design, pattern, sample, or information thereof to any third party. The successful bidder will certify that all information and data available to him as a part of the project will remain the exclusive property of Dedicated Freight Corridor Corporation of India and will not be disclosed to any person not authorized by DFCCIL. Failure to comply with this clause will make the vendor liable to action as per law. **Non-Disclosure agreement is attached as Annexure-V.**
13. **Resolution of Disputes & Arbitration.** In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this

contract shall be settled amicably through mutual negotiation by the parties. In case the amicable settlement is not possible, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The terms and condition of arbitrator and his remuneration shall be as per the DFCCIL schedule. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 and its amendments thereof. Notwithstanding any dispute between the parties, the Service Provider shall not be entitled to withhold, delay, or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract. The venue of the arbitration will be Delhi.

14. Contract can be cancelled unilaterally by the DFCCIL in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the DFCCIL with applicability of LD (Liquidated Damages) clause.
15. **Termination of Contract.** The DFCCIL shall have the right to terminate this Contract in part or in full in any of the following cases: -
 - a. The delivery of the material is delayed for causes not attributable to Force Majeure for more than (03 months) after the scheduled date of delivery.
 - b. The Bidder is declared bankrupt or becomes insolvent.
 - c. The delivery of material is delayed due to causes of Force Majeure by more than (03 months) provided Force Majeure clause is included in contract.
 - d. The DFCCIL has noticed that the Bidder has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - e. As per decision of the Arbitration Tribunal.
16. **Notices.** Any notice required or permitted by the Contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail / airmail, addressed to the last known address of the party to whom it is sent.
17. **Consignee Details.**

The AGM/IT,
Dedicated Freight Corridor Corporation of India Ltd.,
4th Floor, Supreme Court, Metro Station Building Complex,
New Delhi - 110001

Group General Manger/IT

Encl.:

- a) Commercial bid: Schedule of Deliverable and Price Quote (Annexure-I).
- b) Past Performance Details (Annexure-II)
- c) Format for Performance Security (Annexure-III).
- d) Electronic Clearance Service Mandate Form (Annexure-IV).
- e) Non-Disclosure Certificate (Annexure-V)

COMMERCIAL BID: SCHEDULE OF DELIVERABLE AND PRICE QUOTE

Part-I: Volume based tickets (resolution time less than 5 working days).

SN	No. of Tickets resolved per month	Price (Rs.) excluding Taxes	Remarks
1.	01-25		
2.	26-50		
3.	51-75		
4.	76-100		

Part-II: Effort based tickets (resolution time greater than 5 working days).

1. Single day effort cost: Rs. _____ (Excluding taxes).

NOTE: -

- a) For Part-II the ticket resolution cost will be based on the justification provided by the Contracted Agency which must clearly bring out the number of days effort required for resolution of the ticket in its justification to DFCCIL.
- b) GST as applicable will be paid extra.

Date:

(Signature of the Bidder)

PAST PERFORMANCE DETAILS

SN	List of similar works completed in previous 3 Calendar years including current year.	Work order no. & date	Date completed	Contact Person & Tel. No.
1.				
2.				
3.				

- ***COPY OF SATISFACTORY PERFORMANCE CERTIFICATE AND PROOF OF RECEIPT OF PAYMENT FOR EACH OF THE ABOVE WORKS' BE ATTACHED.***
- ***BID WITHOUT THE ABOVE-MENTIONED DOCUMENTS WILL BE SUMMARILY REJECTED.***
- ***FOR START-UPS / MSME WITH DATE OF INCORPORATION LESS THAN 3 YEAR, PROOF OF PAST PERFORMANCE NEEDS TO FURNISHED ONLY FOR THE DURATION SINCE INCORPORATION.***

FORM OF PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE)

{On non-judicial stamp paper of appropriate value in accordance with Stamp Act. The stamp paper to be in name of Executing Bank}

To,

Group General Manager / IT,

Dedicated Freight Corridor Corporation of India Ltd,

DFCCIL, 4th Floor,

Supreme Court Metro Station Building Complex,

New Delhi – 110 001, INDIA.

WHEREAS _____

[Name and address of FIRMS]¹ (hereinafter called “the FIRMS”) have undertaken, in pursuance of Contract No. __dated__ to execute the work on terms and conditions set forth in this Contract

_____ [Name of Contract] (hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the FIRMS shall furnish you with a “Performance Security” in the form of a Bank Guarantee by a Nationalized/Indian scheduled commercial bank for the sum specified therein as security for performance and compliance with his obligations in accordance with the Contract; AND WHEREAS we, _____ (Name of Bank) with its Branch located at _____ (address of branch) and Head Office located at _____ (address of Head Office) {herein after called as “the Bank”} acting through _____ (name of authorized representative of Bank authorized to sign and incur obligations for and on behalf of the Bank) have agreed at the request of the FIRMS to give the FIRMS such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the FIRMS up to a total of _____ [amount of Guarantee in letters] ³ _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without any demur, cavil, reservation, argument or recourse 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 FIRMS 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 supply to be performed there under or of any of the Contract documents which may be made between you and the FIRMS shall in any way release us from any liability under this guarantee, and we hereby waive notice of

any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the FIRMs or of the Bank. Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____ *in words* _____) and the guarantee shall remain valid till _____ Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

Signature and Seal of the Guarantor _____

in presence of

1. Name and Designation _____
(Name, Signature & Occupation)

Name of the Bank _____

Address _____

2. Name and Designation _____
(Name, Signature & Occupation)

Name of the Bank _____

Address _____

Date : _____

1. Give names of all partners if the FIRMs is a Joint Venture.
2. The Bank Guarantee shall be from a Scheduled / Nationalized Indian Bank.
3. Amount as Specified in Clause for Performance Security and in specified currency.

Note: The words in Italics are for guidance and shall be deleted in final document.

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) MANDATE FORM

SN	Particulars	To be filled by Bidder
1.	Bidder's Name	
	Particulars of Bank Account	
	(a) Bank Name	
	(b) Branch Name	
	(i) Address	
	(ii) Telephone No	
2.	(c) 9-Digit code number of the Bank & Branch appearing of the MICR cheque issued by the Bank.	
	(d) IFSC Code of Bank Branch	
	(e) Account type (S.B. account / Current Account or Cash Credit) with Code 10/11/13	
	(f) Ledger No / Ledger Folio No	
	(g) Account Number (As appearing on the cheque book)	
3.	Date of Effect	

I, hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information.

I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as participant under the scheme.

Date:

(Signature of the Bidder)

Certified that the particulars are furnished above are correct as per our records.

Bank's Stamp

Date:

(Signature of the authorized/Official)
From the Bank

NOTE: In lieu of the bank certificate to be obtained, **attach a blank cancelled cheque, or photocopy of a cheque**, issued by your bank for verification of the above particulars.

NON-DISCLOSURE CERTIFICATE

1. It is certified that all information and data available to _____ as a part of the project “**SAP APPLICATION MAINTENANCE AND SUPPORT SERVICES AT DFCCIL**” will remain the exclusive property of Dedicated Freight Corridor Corporation of India, and will not be disclosed to any person not authorized by DFCCIL.

2. I / We on behalf of _____ understand in that the firm will be legally liable to action by DFCCIL as per law in case of any breach of data shared under confidence with _____ by DFCCIL for the purpose of this project.

Place:

Date:

Signature of Authorized Signatory