GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
गार्डेनरीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
(A GOVERNMENT OF INDIA UNDERTAKING – MINISTRY OF DEFENCE)
(भारत सरकार का उपक्रम)
Registered & Corporate Office Address: GRSE Bhavan, 61, Garden Reach Road, Kolkata 700024
Website वेब:www.grse.in; CIN सीआईएन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

निविदा आमंत्रण सूचना

To,
M/s. SAP India Private Limited,
Wing A, 2nd Floor, Tower-B, Sarjapur Outer Ring Road,
Salarpuria Soft Zone, Bellandur
Bangalore-560103.

Garden Reach Shipbuilders & Engineers Limited is a **leading Warship Builders and Engineering Product Company**, invites offer from **M/s. SAP India Private Limited** to submit **single stage two part (Part I- Techno-Commercial & Part II- Price) bid** through NIC portal for the work package as per following bid document:

NIT SLA No. **निविदा संख्या:**	**SCC/DC/ST/AMC of SAP/071/ET-3181** Date: 27.03.2025
Job Title **कार्य का नाम:**	**"AMC of SAP Enterprise Support Service for GRSE"**
Tender issuing Dept. **बिभाग द्वारा जारी:**	**Contract Cell (संविदा बिभाग), GRSE, 61 Park Unit**
Executing dept.	**IT dept, GRSE**

ARTICLE 1 अनुछेद-1: SCHEDULE OF CALENDAR DATES समायावली की अनुसूची:

SCHEDULE सारणी		
Tender Due Date निविदा जमा की अंतिम तिथी	**03/04/2025**	**12:00 hrs.**
Tender Opening Date (Part I) निविदा खुलने की तिथी (तकनीकी- वाणिज्यिकबोली भाग-I)	**04/04/2025**	**14:00 hrs.**
Offer Validity Period minimum ऑफर की नियुन्तम वैधता अवधी	**90 days** from date of opening of Tender (Part – I)	

ARTICLE 2 अनुछेद-2: COMMERCIAL REQUIREMENT FOR THE NIT निविदा की ब्यवसायिक आवश्यकता:

FEES / DEPOSITS	
Tender Fee निविदा प्रपत्र मुल्य	Not Applicable for this tender
EMD बयाना राशिजमा	Not Applicable for this tender
Security Deposit (SD) प्रतिभूति	5% of Order Value (inclusive of GST)
Liquidity Damage परिनिर्धारित नुकसान	0.5% per week, Max. 5% of unexecuted job

Note:-If any vendor other than **M/s. SAP India Private Limited** participates in this tender, then their offer will be rejected outright.

ARTICLE 3 अनुछेद-3: ANNEXURES ENCLOSED FORMING PART OF THIS e-TENDER निविदा की संलग्रक प्रपत्र:

Annexure 1 **संलग्रक-1**	Statement of Technical Requirement **(SOTR) (attached with NIT)**
Annexure 2 **संलग्रक-2**	GRSE Standard Terms and Conditions **(STAC)** (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 3 **संलग्रक-3**	Check List of Statutory Responsibility of Contractor within GRSE **(attached with NIT)**
Annexure 4 **संलग्रक-4**	Checklist for Bill Submission (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 5 **संलग्रक-5**	Confirmation by Bidder and checklist for bid submission (**attached with NIT)**
Annexure 6 **संलग्रक- 6**	Format for – Non-Disclosure Agreement to be submitted in Rs. 100/- Non-Judicial stamp paper (please refer www.grse.in→ Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 7 **संलग्रक-7**	Fire & Safety Guidelines (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 8 **संलग्रक-8**	Special condition of contract (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 9 **संलग्रक-9**	Contractors Responsibility (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 10 **संलग्रक-10**	Contractors Responsibility (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 11 **संलग्रक-11**	General Requirement (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 12 **संलग्रक-12**	PF, ESI declaration form (please refer www.grse.in→Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 13 **संलग्रक-13**	Guideline for Bank Guarantee (please refer www.grse.in→ Tender → Enclosures Related to tenders of Sub-Contracting Activities) **(BG to be submitted in Rs. 100/- Non-Judicial Stamp paper)**
Annexure 14 **संलग्रक-14**	Format for - Bank Guarantee Format for SD (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)

ARTICLE 4 अनुछेद - 4: (A) DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेज :

Self-Attested documents are to be scanned and uploaded with Part I of bid बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज	
1	If MSE/NSIC firm, confirmation for whether SC/ST, and Women entrepreneur with documentary evidence to be submitted
2	Technical Acceptance Format as available with NIT after being downloaded and filled up
3	Commercial Acceptance Format as available with NIT after being downloaded and filled up

4	Particulars- MSE Udyam (if any), PAN/TAN, GST(with annexure-A & B), Registration Certificate of the Company with ROC, Memorandum and the Article of Association of the firm, confirming documents of Company's registered, branch office address, Audited annual reports of last 03 years, PF, ESI registrations/relevant insurance copy etc.
5	Confirmation of TReDS registration for invoice discounting system, if any, in case of MSE company

ARTICLE 5 अनुछेद-5: JOB EXECUTION SCHEDULE कार्य निष्पादन सूची

(A) Job Starting Date कार्य आरम्भ तिथी- SAP licenses will be activated and extended/renewed w.e.f. 01-01-2025.

(B) Job Completion date / Period of Contract कार्य समाप्ती तिथी/अनुबन्ध का समय - SAP licenses will be activated and extended/renewed w.e.f. 01-01-2025 to 31.12.2025.

(C) Certification Authority – AGM(IT)/DGM(IT), GRSE.

(D) Place of Work: - GRSE (all Units).

ARTICLE 6 अनुछेद-6: JOB EXECUTION कार्य निष्पादन -

The job is to be carried out strictly as per SOTR (**SOTR No.:** IT/RB/2025/SAP AMC/01 **Date:** 28.02.2025) at **Annexure-1** and in case of doubt, instructions of the Engineer in-charge / nominated authority of GRSE (IT dept.) are to be followed.

ARTICLE 7 अनुछेद-7: GUARANTEE & WARRANTY गारंटी एवं वारंटी – Not Applicable

ARTICLE 8 अनुछेद-8: PRICE मूल्य -

Price will be firm and fixed for the entire contract period till completion of work awarded during valid contract period. Price is to be quoted with all-inclusive including taxes & duties etc. except GST. GST is to be indicated separately in the space provided in Price Bid and will be paid extra. No escalation whatsoever will be considered under any circumstances within the stipulated period of contract.

Do not indicate any price in techno-commercial bid.

ARTICLE 9 अनुछेद-9: ESCALATION मूल्य वृद्धी - Not Applicable.

ARTICLE 10 अनुछेद-10: UNREASONABLE QUOTES अतर्कसंगत भाव - Not Applicable.

ARTICLE 11 अनुछेद-11: OFFER VALIDITY प्रस्ताव की वैध्यता-

Offer should be valid for 90 days from the date of opening of Part-I bid i.e. Techno-commercial bid. Under exceptional circumstances GRSE may request for extension of price validity, beyond 90 days against valid reason.

ARTICLE 12 अनुछेद-12: CONDITIONAL OFFER सशर्त प्रस्ताव -

Conditional offers w.r.t. tender will not be accepted.

ARTICLE 13 अनुछेद-13: DETERMINATION OF L1 एल-1 का चयन - M/s. SAP India Private Limited is only eligible vendor for the job.

ARTICLE 14 अनुछेद-14: BOQ बी ओ क्यु -

BOQ as part of SOTR given in the tender is tentative. It may vary according to actual requirement of job during the period of contract i.e. the quantity may be increased/decreased as per actual requirement of GRSE. The Bidder has to execute the required quantity at same Rate, Terms & Conditions. However, the Contractor will be paid based on actual quantity executed as per certification of GRSE.

BOQ as per SOTR is given below:

Sl. No.	Description	UOM	Qty.
10	Enter price Support Service for 240 Lic	LS	1
20	Enter price Support Service for 40 Lic	LS	1
30	Enter price Support Service for 60 Lic	LS	1
40	Enter price Support Service for 30 Lic	LS	1
50	Enter price Support Service for 37 Lic	LS	1

NB: i) UOM = Unit of Measurement, ii) LS = LumpSum.

ARTICLE 15 अनुछेद-15: OPENING OF BIDS निविदा खुलना -

Part I (techno-commercial) bid will be opened on the date declared in NIT. Part II bid will be opened post techno-commercial evaluation by GRSE. Price bid of only those who qualify techno-commercially will be opened. Opening date of Price Bid will be intimated accordingly to all qualified bidders. Disqualified bidders, either during technical assessment or commercial discussion will also be intimated about their non-consideration for farther processing.

ARTICLE 16 अनुछेद-16: MICRO & SMALL ENTERPRISES सूख्छम एवं छोटे उद्योग - Not Applicable.

ARTICLE 17 अनुछेद-17: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य - M/s. SAP India Private Limited is only eligible vendor for the job for this tender.

ARTICLE 18 अनुछेद-18: ELIGIBILITY CRITERIA पात्रता के मापदंड - As per SOTR.

ARTICLE 19 अनुछेद-19: INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश -

1. **Before submitting a bid, the bidder is expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents.** NO consideration will be granted for any alleged misunderstanding or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.

2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing not less

than 02 day prior to bid closing date.

3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.

4. GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.

5. Generally, Contractors assume all safety related responsibilities for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.

6. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 02 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.

7. Job is to be carried out as per SOTR and instruction of the Engineer in-charge/nominated representative of GRSE.

8. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.

9. As applicable, Post submission of Tender, such drawings and technical information are to be physically returned. Also all soft copies are to be destroyed and a self-certification to be submitted during TNC, failing which the processing of bid will not be taken further.

10. Contractor will be responsible to clean up the area of work w.r.t all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25%.

11. M/s. **SAP India Private Limited** is only allowed to submit the Bid under any capacity / status.

12. **E-mail Address for communication संचार हेतू ई. मेल पता:** Vendor to provide e-mail address to enable faster communication.

13. Difficulty in submitting the bid:

    a) Any query/difficulty in understanding of SOTR or other technical Terms may be got clarified from **Mr. Deepak Kumar Mandal, Mgr (IT), Mobile no. +91 9147108232; e-mail:** mandal.deepak@grse.co.in / **Mr. Rajendra Banerjee (DGM) Mobile No 8584014353 . e-mail:** Banerjee.Rajendra@grse.co.in prior to submission of offer.

b) Any query/difficulty in understanding of Commercial Terms may be got clarified from **Ms. Debalina Chowdhury, AM (Contract Cell), GRSE (61 Park Unit), Mob: +91 9147162442, e-mail**: Chowdhury.Debalina@grse.co.in

c) Any difficulty in submitting / uploading of e-tender or for any system help **Mr. Saraswata Palit, DGM(Purchase/E-Procurement, GRSE), e-mail**/ Palit.Saraswata@grse.co.in/ Mob: **99037 79626/ Mr. Ajay Kumar Sinha, MGR , e-mail:** Sinha.AjayKumar@grse.co.in , may be contacted [Land line no: 033 24893902]

14. e-BID INSTRUCTION ई बिड के अनुदेश -

a) **M/s. SAP India Private Limited** can view / download Part-I (Techno-Commercial) bid documents along with all attachments in E-Procurement portal https://eprocuregrse.co.in; They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged.

b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the linkhttp://www.cca.gov.in.

c) Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments in E–Procurement portal https://eprocuregrse.co.in; NIT document can also be downloaded from GRSE website http://www.grse.in/index.php/tender.html. They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.

d) Bidders need to fill up Part II (Price) bid online in HTML price bid format by inserting unit price only. No other attachment to the price bid will be reckoned.

e) In case **M/s. SAP India Private Limited** does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the bidder accordingly.

f) Bids can be submitted only during validity of registration of bidder with GRSE e–Procurement portal.

g) The amendments / clarifications to the bid document, if any, will be posted on E-Procurement portal / GRSE website only.

h) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.

i) Conflict of Interest: The Contractor shall disclose to GRSE in writing, all actual and potential conflicts of interest that exist, arise or may arise in course of performing the POs as soon as practicable after it becomes aware of that conflict. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified as per stipulation and guideline provided by GOI.

j) Amalgamation/Demerger the Contractor shall not after issue of PO/s and during subsistence of POs, transfer any of its undertakings/business nor make any arrangement for merger, amalgamation/demerger without prior written consent of GRSE.

k) AMENDMENT OF TENDER DOCUMENT

i. Before the deadline for submission of the tender, the Tender Document may be modified by GRSE Ltd. by issue of addendum/corrigendum.

ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document **M/s. SAP India Private Limited** is advised to see the website for addendum/ corrigendum to the tender document which may be uploaded within the deadline for submission of Tender as finally stipulated.

iii. To give **M/s. SAP India Private Limited** reasonable time to consider the addendum/ corrigendum into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

ARTICLE 20 अनुछेद-20: BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड -

Following bid rejection criteria may render the bids liable for rejection:

1. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
2. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) / Commercial Negotiation Committee (CNC) of GRSE.
3. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
4. Bid received without qualification documents, where required as per the tender.
5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry/SOTR.
6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
7. Bidder who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
8. Bidder not agreeing for furnishing of the required Security Deposit (SD).
9. Bidder not submitting Integrity Pact (if applicable) as per requirement of the tender.
10. Bidder submitted PRICE along with their techno-commercial offer.

ARTICLE 21 अनुच्छेद-21: POST AWARD APLLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा –

i. **Security Deposit प्रतिभूति जमा** -

Interest free refundable security deposit of **5%** of individual work order value (inclusive of GST) is to be deposited in the manner elaborated at GRSE STAC.

ii. **Work Done Certificate (W.D.C.) कार्य पूर्ति प्रमाण-पत्र (डबल्यू.डी.सी)-**

Work done certificate will be issued by AGM(IT)/nominated officer of GRSE to the Contractor (as per prescribed format) after completion of job based on inspection report as applicable. W.D.C. is to include whether work has been completed as per delivery schedule or with delay [in days/weeks specified therein]. Any recovery towards usage of GRSE resources is also to be indicated [in days/weeks specified therein]. Any recovery/deduction is also to be indicated on WDC.

iii. **Bill Submission बिल प्रस्तुति:**

On obtaining WDC, bills to be raised in line with job stage recognition stated in SOR else on completion of tendered job. Bills are to be submitted with checklist for Bill Submission **(refer to www.grse.in)** at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person / employee to whom bill is addressed, for processing. For Ship related Service Bill, the Name of the person to be mentioned on sealed envelope will be concerned person of /Bill certifying officer.

iv. **Payment Terms भुगतान की शर्तें:**

(a) 100% payment (with full GST) will be released within 30 days of receipt of bill duly certified by AGM(IT)/his nominated officer after completion of job supported with satisfactory Work Done Certificate (WDC) duly certified by WDC certifying Authority for 100% job done for actual volume of job during the period.

(b) Payment will be made on actual certification basis.

(c) PF, ESI and other statutory liabilities will not be applicable for release of payment.

(d) **Bill Certifying Authority**: AGM(IT)/his nominated officer

v. **Liquidated Damages** निर्णीत हर्जाना

The vendor will be liable to pay minimum Liquidated Damages @ ½ % per week or part thereof on the undelivered work subject to a maximum of 5 % of the value of the order for delayed part. The amount of L.D. may be adjusted or set-off against any sum payable to the Contractor under this or any other Contract with the Company.

vi. **Risk Purchase जोखिम खरीद**

In case the progress of work is not satisfactory and the contractor fails to maintain the schedule, GRSE reserves the right to get the work done by alternative source at the risk and cost of sub-contractor.

GRSE shall be at liberty to purchase/obtain the service from the alternative source as it deems fit, to make good such default and or in the event of the contract being terminated, the balance of the remaining service to be delivered there under. Any excess over the job price / service rates, paid and incurred by GRSE, as the case may be, over the contract price shall be recoverable from the firm. To make good the recoverable excess amount paid, GRSE shall be at liberty to invoke Bank Guarantee and/or with other available dues of the firm.

vii. **Fire & Safety Precautions (applicable for working inside GRSE): -**
The Vendor/Contractor shall abide by the Safety regulations/rules of the GRSE as detailed in Fire & Safety Guidelines (please refer www.grse.in). You should take all safety precautions and provide adequate supervision & control for your workmen in order to carry out the job safely. In case of any violation of safety precaution and none using of safety equipment, Contractor shall be liable for a penalty which is detailed in Fire and safety Guideline. Penalty amount depends on the type and frequency of violation mentioned in the safety guideline and the same will be deducted from the defaulter's bill.

Mandatory use of ISI marked PPE by Contractor Employees (applicable for working inside GRSE): The Contractor shall ensure the use of ISI marked PPE by their engaged Employees. An indicative list of ISI marked Personal Protective Equipment, is appended below for mandatory compliance by the vendors without any deviation:

LIST OF PPES

Sl. No.	Name of PPE	Standard
(a)	Safety Helmet	IS: 2925 / EN 397.
(b)	Safety Footwear	IS 15298 / EN ISO 20345
(c)	Safety Goggles	ANSI Z87.1 / EN166.
(d)	Ear Plug	IS: 9167/ EN 352
(e)	Hand Gloves	(i) IS 4770 for electrical work (ii) EN 420 for general requirement (iii) EN 388 for mechanical hazard (iv) IS:6994 / EN 407 for heat applications (gas cutting / welding).
(f)	Welding Fume Respirator & Dust mask	IS: 9473 / EN: 149
(g)	Double lanyard Safety Belt & harness, automatic fall arrestor	IS: 3521
(h)	Cotton Boiler Suit Cloth	IS: 177 - 1989 (Amended up to date), Variety 3

Note: Apart from the above-mentioned PPE, vendors may consider any other type of standardized PPE as per job requirement, in consultation with GRSE Safety Department.

viii. **Contractor's Safety Personnel (संविदाकार के बचाव कर्मचारी): (applicable for working inside GRSE)** One fully specialist and certified Safety Personnel has to be posted at the site during progress of work. The responsibility of the safety personnel is to supervise and monitor the site safety obligations of all work places and to comply all laid down Fire & Safety Rules of GRSE. He also ensures all workmen working under the sub-contractor at site are made aware of and comply with all the safety norms.

ix. **Time of completion shall always be considered as essence of the contract / PO (कार्य समापन अवधी निविदा का मूलतत्व)** and cannot be extended for any reason whatsoever. However, in an unlikely situation beyond the control of the contractor, application for extension of due time shall be submitted by the Contractor, one week in advance with proper justification duly endorsed by respective Berth Officer of GRSE with commensurate recording of events in the "Hindrance Register". Please note LD will be levied for the unexecuted portion for such time extension.
However, vendor has to compete the job within given schedule as per instruction of concerned authority of GRSE.

xiii. **Entire Contract**
The terms and conditions laid down in the NIT and all the annexure and appendices shall be read and construed in conjunction with the POs and shall form integral part of the POs to be issued to the bidder.

xiv. **Cyber Security Secrecy**
The Contractor shall at all times keep all relevant data such as Statistics/Business processes and supporting records and materials complied or prepared in course of its rendering services under the POs secret and confidential and shall give a declaration indemnifying GRSE against all actions, claims, demands, losses, damages, costs, charges and expenses whatsoever which GRSE may suffer or incur as a result of breach or default by divulging Confidential Information to any other person or party those which will be acquired by the Contractor during operation and/or implementation of the POs.

ARTICLE 22 अनुछेद 22: SUBMISSION OF BID बिड की पेशी -

1. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno-Commercial offer.

2. Financial bid of all the Techno-Commercially qualified bidders will be opened in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of financial bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet in E-Procurement portal.

3. GRSE reserves the right to accept / reject the offer of **M/s. SAP India Private Limited** in full or in part without assigning any reason.

4. Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of NIT/SOTR/STAC. In case of non-receipt of filled in/ blank acceptance format matrix, it would be presumed that you have accepted all our terms& conditions as per GRSE tender until & unless deviation is specially mentioned in offer.

Debalina Chowdhury
AM (Contract Cell)
Garden Reach Shipbuilders & Engineers Limited
61, Garden Reach Road, Kolkata – 700 024
Mobile: +91 91471 62442

SOTR for AMC of SAP Enterprise support service for GRSE

GRSE LTD. **(Main Unit)**	**SOTR for AMC of SAP Enterprise support service for GRSE**	
IT Dept.	**SOTR NO.: IT/RB/2025/SAP AMC/01**	**Prepared By : Deepak Kumar Mandal, Mgr(IT)**
No. of pages:		
(033)2469-8100-13 (Ext.445)	Annexure-1	**Checked and approved by : DGM(IT)**
Inspection : IT Dept.		**Date: 28.02.2025**

1. **INTENT**

Vendor's Scope of Work :

SAP Enterprise Support services will be extended to all the licenses of GRSE.

SAP Enterprise Support currently includes:

Continuous Improvement and Innovation

- New software releases of the licensed Enterprise Support Solutions, as well as tools and procedures for upgrades.

  Enterprise Support Solutions shall mean all software licensed by Customer under the respective SAP software license agreement and covered by the SAP Enterprise Support Agreement.

- Support packages – correction packages to reduce the effort of implementing single corrections. Support packages may also contain corrections to adapt existing functionality to adapt existing functionality to changed legal and regulatory requirements.
- For releases of the SAP Business Suite 7 core applications (starting with SAP ERP 6.0 and with releases of SAP CRM 7.0, SAP SCM 7.0, SAP SRM 7.0 and SAP PLM 7.0 shipped in 2008), SAP may provide enhanced functionality and/or innovation through enhancement packages or by any other means as available. During mainstream maintenance for an SAP core application release, SAP's current practice is to provide one enhancement package or other update per calendar year.
- Technology updates to support third-party operating systems and databases.
- Available ABAP source code for SAP software applications and additionally released and supported function modules.
- Software change management, such as changed configuration settings or Enterprise Support Solutions upgrades, is supported for example with content, tools and information material.
- SAP provides Customer with up to five days remote support services per calendar year from SAP solution architects:

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- To assist Customer in evaluating the innovation capabilities of the latest SAP enhancement package and how it may be deployed for Customer's business process requirements.
- To give Customer guidance in form of knowledge transfer sessions, weighted one day, for refined SAP software/applications or Global Support Backbone components. Currently, content and session schedules are stated at the SAP Enterprise Support Academy. Scheduling, availability and delivery methodology is at SAP's discretion.

Note: Please refer **Annexure A: SAP Enterprise Support Schedule** for details scope of work by SAP.

2. **Support Period:**
   One year from 01.01.2025 to 31.12.2025.

   SAP licenses will be activated and extended/renewed w.e.f. 01.01.2025 to 31.12.2025

3. **Certification Authority:**
   Activation or extension of SAP licenses in GRSE to be certified by AGM (IT)/ DGM IT .

4. **Part order:** Bid for part order will not be accepted.

5. JOB STARTING AND COMPLETION TIME: The job is deemed to be started w.e.f. 01.01.2025 and will be completed on 31.12.2025.

6. Payment Terms and Bill certifying authority: 100% payment with GST will be released within 30 days of receipt of bill duly certified by AGM (IT) & supported with satisfactory Work Done Certificate (against activation and extension of SAP licenses w.e.f. 01.01.2025 to 31.12.2025 in GRSE) duly certified by AGM (IT)/his nominated representative.

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Annexure A : SAP ENTERPRISE SUPPORT SCHEDULE ("Schedule")

In each instance in which provisions of this Schedule contradict or are inconsistent with the provisions of the Agreement including any appendices, exhibits, order forms or other documents attached to or incorporated by reference to the Agreement, the provisions of this Schedule shall prevail and govern.
This Schedule governs the provision of support services by SAP as further defined herein ("SAP Enterprise Support") for all software licensed by Licensee under the Agreement (hereinafter collectively referred to as the "Enterprise Support Solutions"), excluding software to which special support agreements apply exclusively.

1. Definitions:

1.1 "Go-Live" marks the point in time from when, after implementation of the Enterprise Support Solutions or an upgrade of the Enterprise Support Solutions, the Enterprise Support Solutions can be used by Licensee for processing real data in live operation mode and for running Licensee's internal business operations in accordance with the Agreement.

1.2 "Licensee Solution(s)" shall mean Enterprise Support Solutions and any other software licensed by Licensee from third parties.

1.3 "Licensee IT Solution(s)" shall mean Licensee Solution(s) and hardware systems supported by Licensee's IT team.

1.4 "Production System" shall mean a live SAP system used for running Licensee's internal business operations and where Licensee's data is recorded.

1.5 "SAP Software Solution(s)" shall mean a group of one or multiple Production Systems running Licensee Solutions and focusing on a specific functional aspect of Licensee's business. Details and examples can be found on SAP's Customer Support Website (as specified in SAP Note 1324027 or any future SAP Note which replaces SAP Note 1324027).

1.6 "Service Session" shall mean a sequence of support activities and tasks carried out remotely to collect further information by interview or by analysis of a Production System resulting in a list of recommendations. A Service Session could run manually, as a self-service or fully automated.

1.7 "Top-Issue" shall mean issues and/or failures identified and prioritized jointly by SAP and Licensee in accordance with SAP standards which (i) endanger Go-Live of a pre-production system or (ii) have a significant business impact on a Production System.

1.8 "Local Office Time" shall mean regular working hours (8.00 a.m. to 6.00 p.m.) during regular working days, in accordance with the applicable public holidays observed by SAP's registered office. With regard to SAP Enterprise Support only, both parties can mutually agree upon a different registered office of one of SAP's affiliates to apply and serve as reference for the Local Office Time.

1.9 "SAP's Customer Support Website" shall mean SAP's customer facing support website under http://support.sap.com/.

2. Scope of SAP Enterprise Support. Licensee may request and SAP shall provide, to such degree as SAP makes such services generally available in the Territory, SAP Enterprise Support services. SAP Enterprise Support currently includes:

Continuous Improvement and Innovation

- New software releases of the licensed Enterprise Support Solutions, as well as tools and procedures for upgrades.
- Support packages - correction packages to reduce the effort of implementing single corrections. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.
- For releases of the SAP Business Suite 7 core applications (starting with SAP ERP 6.0 and with releases of SAP CRM 7.0, SAP SCM 7.0, SAP SRM 7.0 and SAP PLM 7.0 shipped in 2008), SAP may provide enhanced functionality and/or innovation through enhancement packages or by other means as available. During mainstream maintenance for an SAP core application release, SAP's current practice is to provide one enhancement package or other update per calendar year.
- Technology updates to support third-party operating systems and databases.

- Available ABAP source code for SAP Software applications and additionally released and supported function modules.
- Software change management, such as changed configuration settings or Enterprise Support Solutions upgrades, is supported for example with content, tools and information material.
- SAP provides Licensee with up to five days remote support services per calendar year from SAP solution architects
  - to assist Licensee in evaluating the innovation capabilities of the latest SAP enhancement package and how it may be deployed for Licensee's business process requirements.
  - to give Licensee guidance in form of knowledge transfer sessions, weighted one day, for defined SAP software/applications or Global Support Backbone components. Currently, content and session schedules are stated at http://support.sap.com/enterprisesupport. Scheduling, availability and delivery methodology is at SAP's discretion.
- SAP gives Licensee access to guided self-services as part of SAP Solution Manager Enterprise Edition, helping the Licensee to optimize technical solution management of selected Enterprise Support Solutions.

Advanced Support for Enhancement Packages and other SAP Software Updates

SAP offers special remote checks delivered by SAP solution experts to analyze planned or existing modifications and identify possible conflicts between Licensee custom code and enhancement packages and other Enterprise Support Solutions updates. Each check is conducted for one specific modification in one of Licensee's core business process steps. Licensee is entitled to receive two services from one of the following categories per calendar year per SAP Software Solution.

- Modification Justification: Based on Licensee's provision of SAP required documentation of the scope and design of a planned or existing custom modification in SAP Solution Manager Enterprise Edition, SAP identifies standard functionality of Enterprise Support Solutions which may fulfill the Licensee's requirements (for details see https://support.sap.com/support-programs-services/programs/enterprise-support/academy/delivery/continuous-quality-check.html).
- Custom Code Maintainability: Based on Licensee's provision of SAP required documentation of the scope and design of a planned or existing custom modification in SAP Solution Manager Enterprise Edition, SAP identifies which user exits and services may be available to separate custom code from SAP code (for details see https://support.sap.com/support-programs-services/programs/enterprise-support/academy/delivery/continuous-quality-check.html).

Global Support Backbone

- SAP's Customer Support Website - SAP's knowledge database and SAP's extranet for knowledge transfer on which SAP makes available content and services to licensees and partners of SAP only.
- SAP Notes on SAP's Customer Support Website document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that licensees can implement into their SAP system. SAP Notes also document related issues, licensee questions, and recommended solutions (e.g. customizing settings).
- SAP Note Assistant - a tool to install specific corrections and improvements to SAP components.
- **SAP Solution Manager Enterprise Edition** – as described in Section 2.4

Mission Critical Support

- Global incident handling by SAP for problems related to Enterprise Support Solutions, including Service Level Agreements for Initial Reaction Time and Corrective Action (for more information refer to Section 2.1.1).
- SAP Support Advisory Center – as described in Section 2.2.
- Continuous Quality Checks – as described in Section 2.3.
- Global 24x7 root cause analysis and escalation procedures in accordance with section 2.1 below.
- Root Cause Analysis for Custom Code: For Licensee custom code built with the SAP development workbench, SAP provides mission-critical support root-cause analysis, according to the Global Incident Handling process and Service Level Agreements stated in Sections 2.1.1, 2.1.2 and 2.1.3, applicable for priority "very high" and priority "high" incidents. If the Licensee custom code is documented

according to SAP's then-current standards (for details see http://support.sap.com/supportstandards), SAP may provide guidance to assist Licensee in issue resolution.

Other Components, Methodologies, Content and Community Participation

- Monitoring components and agents for systems to monitor available resources and collect system status information of the Enterprise Support Solutions (e.g. SAP EarlyWatch Alert).
- Process descriptions and process content that may be used as pre-configured test templates and test cases via the SAP Solution Manager Enterprise Edition. In addition, the SAP Solution Manager Enterprise Edition assists Licensee's testing activities.
- Content and supplementary tools designed to help increase efficiency, in particular for implementations.
- Tools and content for SAP Application Lifecycle Management (shipped via SAP Solution Manager Enterprise Edition and/or the Enterprise Support Solutions and/or the applicable Documentation for Enterprise Support Solutions and/or SAP's Customer Support Website):
  - Tools for implementation, configuration, testing, operations and system administration
  - Best practices, guidelines, methodologies, process descriptions and process content. This content supports the usage of the tools for SAP Application Lifecycle Management.
- Access to guidelines via SAP's Customer Support Website, which may include implementation and operations processes and content designed to help reduce costs and risks.
- Participation in SAP's customer and partner community (via SAP's Customer Support Website), which provides information about best business practices, service offerings, etc.

2.1. Global Incident Handling and Service Level Agreement (SLA). When Licensee reports malfunctions, SAP supports Licensee by providing information on how to remedy, avoid or bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Licensee may send an incident at any time. All persons involved in the incident resolution process can access the status of the incident at any time. For further details on definition of incident priorities, see SAP Note 67739.

In exceptional cases, Licensee may also contact SAP by telephone. Contact details are provided in SAP Note 560499. For such contact (and as otherwise provided) SAP requires that License provide remote access as specified in Section 3.2(iii).

The following Service Level Agreements ("SLA" or "SLAs") shall apply to all Licensee incidents that SAP accepts as being Priority 1 or 2 and which fulfill the prerequisites specified herein. Such SLAs shall commence in the first full Calendar Quarter following the Effective Date of this Schedule. As used herein, "Calendar Quarter" is the three-month period ending on March 31, June 30, September 30 and December 31 respectively of any given calendar year.

2.1.1 SLA for Initial Response Times:

a. Priority 1 Incidents ("Very High"). SAP shall respond to Priority 1 incidents within one (1) hour of SAP's receipt (twenty-four hours a day, seven days a week) of such Priority 1 incidents. An incident is assigned Priority 1 if the problem has very serious consequences for normal business transactions and urgent, business critical work cannot be performed. This is generally caused by the following circumstances: complete system outage, malfunctions of central SAP functions in the Production System, or Top-Issues, and for each circumstance a workaround is not available.

b. Priority 2 Incidents ("High"). SAP shall respond to Priority 2 incidents within four (4) hours of SAP's receipt during SAP's Local Office Time of such Priority 2 incidents. An incident is assigned Priority 2 if normal business transactions in a Production System are seriously affected and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP system that are required to perform such transactions and/or tasks.

2.1.2 SLA for Corrective Action Response Time for Priority 1 Incidents: SAP shall provide a solution, work around or action plan for resolution ("Corrective Action") of Licensee's Priority 1 incident within four hours of SAP's receipt (twenty-four hours a day, seven days a week) of such Priority 1 incident ("SLA for Corrective Action"). In the event an action plan is submitted to Licensee as a Corrective Action, such action plan shall include: (i) status of the resolution process; (ii) planned next steps, including identifying responsible SAP resources; (iii) required Licensee actions to support the resolution process; (iv) to the extent possible, planned dates for SAP's actions; and (v) date and time for next status update from SAP. Subsequent status updates shall include a summary of the actions undertaken so far; planned next steps; and date and time for next status update. The SLA for Corrective Action only refers to that part of the processing time when the incident is being processed at SAP ("Processing Time"). Processing Time does not include the time when the incident is on status "Customer Action" or "SAP Proposed Solution", whereas (a) the status Customer Action means the incident was handed over to Licensee; and (b) the status SAP Proposed Solution means SAP has provided a Corrective Action as outlined herein. The SLA for Corrective Action shall be deemed met if within four (4) hours of processing time: SAP proposes a solution, a workaround or an action plan; or if Licensee agrees to reduce the priority level of the incident.

2.1.3 Prerequisites and Exclusions.

2.1.3.1 Prerequisites. The SLAs shall only apply when the following prerequisites are met for incidents: (i) in all cases except for Root Cause Analysis for Custom Code under Section 2, incidents are related to releases of Enterprise Support Solutions which are classified by SAP with the shipment status "unrestricted shipment"; (ii) incidents are submitted by Licensee in English via the SAP Solution Manager Enterprise Edition in accordance with SAP's then current incident handling log-in procedure which contain the relevant details necessary (as specified in SAP Note 16018 or any future SAP Note which replaces SAP Note 16018) for SAP to take action on the reported incident; (iii) incidents are related to a product release of Enterprise Support Solutions which falls into Mainstream Maintenance or Extended Maintenance.

For Priority 1 incidents, the following additional prerequisites must be fulfilled by Licensee: (a) the issue and its business impact are described in detail sufficient to allow SAP to assess the issue; (b) Licensee makes available for communications with SAP, twenty four (24) hours a day, seven (7) days a week, an English speaking contact person with training and knowledge sufficient to aid in the resolution of the Priority 1 incident consistent with Licensee's obligations hereunder; and (c) a Licensee contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP.

2.1.3.2 Exclusions. For SAP Enterprise Support in particular the following types of Priority 1 incidents are excluded from the SLAs: (i) incidents regarding a release, version and/or functionalities of Enterprise Support Solutions developed specifically for Licensee (including without limitation those developed by SAP Custom Development and/or by SAP subsidiaries) except for custom code built with the SAP development workbench; (ii) incidents regarding country versions that are not part of the Enterprise Support Solutions and instead are realized as partner add-ons, enhancements, or modifications are expressly excluded even if these country versions were created by SAP or an affiliate of SAP; (iii) the root cause behind the incident is not a malfunction, but a missing functionality ("development request") or the incident is ascribed to a consulting request.

2.1.4 Service Level Credit.

2.1.4.1 SAP shall be deemed to have met its obligations pursuant to the SLAs as stated above by reacting within the allowed time frames in ninety-five percent (95%) of the aggregate cases for all SLAs within a Calendar Quarter. In the event Licensee submits less than twenty (20) incidents (in the aggregate for all SLAs) pursuant to the SLAs stated above in any Calendar Quarter during the Enterprise Support term, Licensee agrees that SAP shall be deemed to have met the its obligations pursuant to the SLAs stated above if SAP has not exceeded the stated SLA time-frame in more than one incident during the applicable Calendar Quarter.

2.1.4.2. Subject to Section 2.1.4.1 above, in the event that the timeframes for the SLA's are not met (each a "Failure"), the following rules and procedures shall apply: (i) Licensee shall inform SAP in writing of any alleged Failure; (ii) SAP shall investigate any such claims and provide a written report proving or disproving the accuracy of Licensee's claim; (iii) Licensee shall provide reasonable assistance to SAP in its efforts to correct any problems or processes inhibiting SAP's ability to reach the SLAs; (iv) subject to this Section 2.1.4, if based on the report, an SAP Failure is proved, SAP shall apply a Service Level Credit ("SLC") to Licensee's next SAP Enterprise Support Fee invoice equal to one quarter percent (0.25%) of Licensee's SAP Enterprise Support Fee for the applicable Calendar Quarter for each Failure reported and proved, subject to a maximum SLC cap per Calendar Quarter of five percent (5%) of Licensee's SAP Enterprise Support Fee for such Calendar Quarter. Licensee bears the responsibility of notifying SAP of any SLCs within one (1) month after the end of a Calendar Quarter in which a Failure occurs. No penalties will be paid unless notice of Licensee's well-founded claim for SLC(s) is received by SAP in writing. The SLC stated in this Section 2.1.4 is Licensee's sole and exclusive remedy with respect to any alleged or actual Failure.

2.2 SAP Support Advisory Center. For Priority 1 and Top-Issues directly related to the Enterprise Support Solutions, SAP shall make available a global unit within SAP's support organization for mission critical support related requests (the "Support Advisory Center"). The Support Advisory Center will perform the following mission critical support tasks: (i) remote support for Top-Issues – the Support Advisory Center will act as an additional escalation level, enabling 24X7 root cause analysis for problem identification; (ii) Continuous Quality Check service delivery planning in collaboration with Licensee's IT, including scheduling and delivery coordination; (iii) provides one SAP Enterprise Support report on request per calendar year; (iv) remote primary certification of the SAP Customer Center of Expertise if requested by Licensee; and (v) providing guidance in cases in which Continuous Quality Checks (as defined in Section 2.3 below), an action plan and/or written recommendations of SAP show a critical status (e.g. a red CQC report) of the Enterprise Support Solutions.

As preparation for the Continuous Quality Check delivery through SAP Solution Manager Enterprise Edition, Licensee's Contact Person and SAP shall jointly perform one mandatory setup service ("Initial Assessment") for the Enterprise Support Solutions. The Initial Assessment shall be based upon SAP standards and documentation.

The designated SAP Support Advisory Center will be English speaking and available to Licensee's Contact Person (as defined below) or its authorized representative twenty-four hours a day, seven days a week for mission critical support related requests. The available local or global dial-in numbers are shown in SAP Note 560499.

The Support Advisory Center is only responsible for the above mentioned mission critical support related tasks to the extent these tasks are directly related to issues or escalations regarding the Enterprise Support Solutions.

2.3 SAP Continuous Quality Check. In case of critical situations related to the SAP Software Solution (such as Go Live, upgrade, migration or Top Issues), SAP will provide at least one Continuous Quality Check (the "Continuous Quality Check" or "CQC") per calendar year for each SAP Software Solution.

The CQC may consist of one or more manual or automatic remote Service Sessions. SAP may deliver further CQC's in cases where vital alerts are reported by SAP EarlyWatch Alert or in those cases where Licensee and the SAP Advisory Center mutually agree that such a service is needed to handle a Top-Issue. Details, such as the exact type and priorities of a CQC and the tasks of SAP and cooperation duties of Licensee, shall be mutually agreed upon between the parties. At the end of a CQC, SAP will provide Licensee with an action plan and/or written recommendations.

Licensee acknowledges that all or part of the CQC sessions may be delivered by SAP and/or a certified SAP partner acting as SAP's subcontractor and based on SAP's CQC standards and methodologies. Licensee agrees to provide appropriate resources, including but not limited to equipment, data, information, and appropriate and cooperative personnel, to facilitate the delivery of CQC's hereunder.

Licensee acknowledges that SAP limits CQC re-scheduling to a maximum of three times per year. Re-scheduling must take place at least 5 working days before the planned delivery date. If Licensee fails to follow these guidelines, SAP is not obliged to deliver the yearly CQC to the Licensee.

2.4 SAP Solution Manager Enterprise Edition under SAP Enterprise Support.

2.4.1 Use of SAP Solution Manager Enterprise Edition (and any successor to SAP Solution Manager Enterprise Edition provided hereunder) shall be subject to the Agreement and is solely for the following purposes under SAP Enterprise Support: (i) delivery of SAP Enterprise Support, and (ii) application lifecycle management for Licensee IT Solutions. Such application lifecycle management is limited solely to the following purposes:

- implementation, configuration, testing, operations, continuous improvement and diagnostics
- incident management (service desk), problem management and change request management as enabled using SAP CRM technology integrated in SAP Solution Manager Enterprise Edition

- mobile application lifecycle management scenarios using SAP NetWeaver Gateway (or equivalent technology) integrated in SAP Solution Manager Enterprise Edition
- management of application lifecycle management projects for Licensee IT Solutions using the project management functionality of SAP Project and Portfolio Management integrated in SAP Solution Manager Enterprise Edition. (However, the portfolio management functionality of SAP Project and Portfolio Management is not in scope of SAP Solution Manager Enterprise Edition and will need to be licensed separately by Licensee.)
- administration, monitoring, reporting and business intelligence as enabled using SAP NetWeaver technology integrated in SAP Solution Manager Enterprise Edition. Business intelligence may also be performed provided the appropriate SAP BI software is licensed by Licensee as part of the Enterprise Support Solutions.

For application lifecycle management as outlined under section 2.4.1(ii) above, Licensee does not require a separate Package license to SAP CRM.

2.4.2 Licensee is entitled to use those SAP databases which are listed on SAP's Customer Support Website that are generally available to all SAP licensees together with SAP Solution Manager. This runtime license is limited to the use of the relevant database as underlying database of the SAP Solution Manager and limited to the term of this Schedule.

2.4.3 SAP Solution Manager Enterprise Edition may not be used for purposes other than those stated above. Without limiting the foregoing restriction, Licensee shall especially without limitation not use SAP Solution Manager Enterprise Edition for (i) CRM scenarios such as opportunity management, lead management, or trade promotion management except as CRM scenarios are expressly stated in Section 2.4.1; (ii) SAP NetWeaver usage types other than those stated above or (iii) application lifecycle management and in particular incident management (service desk) except for Licensee IT Solutions and (iv) non-IT shared services capabilities, including without limitation HR, Finance or Procurement; (v) SAP Project and Portfolio Management including but not limited to portfolio management or project management other than management of application lifecycle management projects as described above in Section 2.4.1; (vi) SAP NetWeaver Gateway, except for the mobile application lifecycle management scenarios within the scope described above in Section 2.4.1.

2.4.4 SAP – in its sole discretion – may update from time to time on SAP's Customer Support Website under http://support.sap.com/solutionmanager the use cases for SAP Solution Manager Enterprise Edition under this Section 2.4.

2.4.5 SAP Solution Manager Enterprise Edition shall only be used during the term of this Schedule subject to the licensed rights for the Software and exclusively for Licensee's SAP-related support purposes in support of Licensee's internal business operations. The right to use any SAP Solution Manager Enterprise Edition capabilities under SAP Enterprise Support other than those listed above is subject to a separate written agreement with SAP, even if such capabilities are accessible through or related to SAP Solution Manager Enterprise Edition. Licensee shall be entitled to allow any of its employees to use web self-services in the SAP Solution Manager Enterprise Edition during the term of this Schedule like creating support tickets, requesting support ticket status, ticket confirmation and change approvals directly related to Licensee IT Solutions.

2.4.6 In the event Licensee terminates SAP Enterprise Support and receives SAP Standard Support in accordance with Section 6, Licensee's use of SAP Solution Manager Enterprise Edition under SAP Enterprise Support shall cease. Thereafter, Licensee's use of SAP Solution Manager Enterprise Edition shall be governed by the terms and conditions of the SAP Standard Support Schedule.

2.4.7 Use of SAP Solution Manager Enterprise Edition may not be offered by Licensee as a service to third parties even if such third parties have licensed SAP Software; provided, third parties authorized to access the SAP Software under the Agreement may have access to SAP Solution Manager Enterprise Edition solely for SAP-related support purposes in support of Licensee's internal business operations under and in accordance with the terms of this Schedule.

3. **Licensee's Responsibilities.**

3.1 SAP Enterprise Support Program Management. In order to receive SAP Enterprise Support hereunder, Licensee shall designate a qualified English speaking contact within its SAP Customer Center of Expertise for the Support Advisory Center (the "Contact Person") and shall provide contact details (in particular e-mail address and telephone number) by means of which the Contact Person or the authorized representative of such Contact Person can be contacted at any time. Licensee's Contact Person shall be Licensee's authorized representative empowered to make necessary decisions for Licensee or bring about such decision without undue delay.

3.2 Other Requirements. In order to receive SAP Enterprise Support hereunder, Licensee must further satisfy the following requirements:

(i) Continue to pay all Enterprise Support Service Fees in accordance with the Agreement and this Schedule.

(ii) Otherwise fulfill its obligations under the Agreement and this Schedule.

(iii) Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for remote analysis of issues as part of incident handling. Such remote access shall be granted without restriction regarding the nationality of the SAP employee(s) who process incidents or the country in which they are located. Licensee acknowledges that failure to grant access may lead to delays in incident handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner. The necessary software components must also be installed for support services. For more details, see SAP Note 91488.

(iv) Establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 4 below.

(v) Have installed, configured and be using productively, an SAP Solution Manager Enterprise Edition Software system, with the latest patch levels for Basis, and the latest SAP Solution Manager Enterprise Edition support packages.

(vi) Activate SAP EarlyWatch Alert for the Production Systems and transmit data to Licensee's productive SAP Solution Manager Enterprise Edition system. See SAP Note 1257308 for information on setting up this service.

(vii) Perform the Initial Assessment as described in Section 2.2 and implement all the recommendations of SAP classified as mandatory.

(viii) Establish a connection between Licensee's SAP Solution Manager Enterprise Edition installation and SAP and a connection between the Enterprise Support Solutions and Licensee's SAP Solution Manager Enterprise Edition installation.

(ix) Licensee shall maintain the solution landscape and core business processes in Licensee's SAP Solution Manager Enterprise Edition system for all Production Systems and systems connected to the Production Systems. Licensee shall document any implementation or upgrade projects in Licensee's SAP Solution Manager Enterprise Edition system.

(x) To fully enable and activate the SAP Solution Manager Enterprise Edition, Licensee shall adhere to the applicable documentation.

(xi) Licensee agrees to maintain adequate and current records of all modifications and, if needed, promptly provide such records to SAP.

(xii) Submit all incidents via the then current SAP support infrastructure as made available by SAP from time to time via updates, upgrades or add-ons.

(xiii) Inform SAP without undue delay of any changes to Licensee's installations and any other information relevant to the Enterprise Support Solutions.

4. **Customer Center of Expertise.**

4.1 Role of the Customer Center of Expertise. In order to leverage the full potential value delivered as part of SAP Enterprise Support, Licensee is required to establish a Customer Center of Expertise ("Customer Center of Expertise", or "Customer COE"). The Customer COE is designated by Licensee as a central point of contact for interaction with the SAP support organization. As a permanent center of expertise, the Customer COE supports Licensee's efficient implementation, innovation, operation and quality of business processes and systems related to the SAP Software Solution based on the Run SAP methodology provided by SAP. The Customer COE should cover all core business process operations. SAP recommends starting the implementation of the Customer COE as a project that runs in parallel with the functional and technical implementation projects.

4.2 Basic Functions of the Customer COE. The Customer COE must fulfill the following basic functions:

- Support Desk: Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours (at least 8 hours a day, 5 days (Monday through Friday) a week). Licensee support process and skills will be jointly reviewed in the framework of the service planning process and the certification audit.
- Contract administration: Contract and license processing in conjunction with SAP (license audit, maintenance billing, release order processing, user master and installation data management).
- Coordination of innovation requests: Collection and coordination of development requests from the Licensee and/or any of its affiliates, provided such affiliates are entitled to use the Enterprise Support Solutions under the Agreement. In this role the Customer COE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary modification of Enterprise Support Solutions and to ensure that planned modifications are in alignment with the SAP software and release strategy.
- Information management: Distribution of information (e.g. internal demonstrations, information events and marketing) about Enterprise Support Solutions and the Customer COE within the Licensee's organization.
- CQC and other remote services planning: Licensee regularly engages in a service planning process with SAP. The service planning starts during the initial implementation and will then be continued regularly.

4.3 Customer COE Certification. Licensee must establish a certified Customer COE upon the later to occur of the following: (i) within twelve months after the Effective Date; or (ii) within six months after Licensee has started using at least one of the Enterprise Support Solutions in live mode for normal business operations. To obtain the then-current primary Customer COE certification or re-certification by SAP, the Customer COE undergoes an audit procedure. Detailed information on the initial certification and re-certification process and conditions, as well as information on the available certification levels, is available on SAP's Customer Support Website (http://support.sap.com/ccoe).

5. Enterprise Support Fees. SAP Enterprise Support Fees shall be paid annually in advance and shall be specified in appendices or order forms under the Agreement.

6. Termination

6.1 SAP Enterprise Support may be terminated by either party with three months' written notice (i) prior to the end of the Initial Term and (ii) thereafter, prior to the start of the following renewal period. Any termination provided in accordance with above will be effective at the end of the then-current SAP Enterprise Support period during which the termination notice is received by the respective party. Notwithstanding the forgoing, SAP may terminate SAP Enterprise Support after one month's written notice of Licensee's failure to pay Enterprise Support Fees.

6.2 Notwithstanding Licensee's rights under Section 6.1, and provided Licensee is not in default of any obligations under the Agreement, Licensee may select SAP Standard Support with three months' written notice to SAP either (i) with respect to all orders for support that are solely on a calendar year renewal basis, prior to the start of the renewal period that follows the Initial Term that commenced as of Licensee's first order for SAP Enterprise Support; or (ii) with respect to all orders for support that are not solely on a calendar year renewal basis, prior to the start of the first renewal period in any calendar year that follows the Initial Term that commenced as of Licensee's first order for SAP Enterprise Support. Such selection shall be stated by Licensee in the notice letter, and shall terminate SAP Enterprise Support effective with the commencement of SAP Standard Support. Any such selection shall apply to all Enterprise Support Solutions and shall be on SAP's then-current terms and conditions for SAP Standard Support, including without limitation pricing. SAP and Licensee shall execute an amendment or other document to the Agreement memorializing Licensee's selection and SAP's then-current terms and conditions.

6.3 For the avoidance of any doubt, termination of SAP Enterprise Support or selection to enroll in another type of SAP Support Services by Licensee pursuant to Support Services selection provisions under the Agreement shall strictly apply to all licenses under the Agreement, its appendices, schedules, addenda and order documents and any partial termination of SAP Enterprise Support or partial selection of SAP Enterprise Support by Licensee shall not be permitted in respect of any part of the Agreement, its appendices, schedules, addenda, order documents or this Schedule.

7. Verification. To check the compliance with the terms of this Schedule, SAP shall be entitled to periodically monitor (at least once annually and in accordance with SAP standard procedures) (i) the correctness of the information Licensee provided and (ii) Licensee's usage of the Solution Manager Enterprise Edition in accordance with the rights and restrictions set out in Section 2.4.

8. Reinstatement. In the event Licensee elects not to commence SAP Enterprise Support upon the first day of the month following initial delivery of the Enterprise Support Solutions, or SAP Enterprise Support is otherwise terminated pursuant to Section 6 above or declined by Licensee for some period of time, and is subsequently requested or reinstated, SAP will invoice Licensee the accrued SAP Enterprise Support Fees associated with such time period plus a reinstatement fee.

9. Other Terms and Conditions.

9.1 The scope of SAP Enterprise Support offered by SAP may be changed annually by SAP at any time upon three (3) months' prior written notice.

9.2 Licensee hereby confirms that Licensee has obtained all applicable licenses for the Licensee Solutions.

9.3 In the event that Licensee is entitled to receive one or more services per calendar year, (i) Licensee shall not be entitled to receive such services in the first calendar year if the Effective Date of this Schedule is after September 30 and (ii) Licensee shall not be entitled to transfer a service to the next year if Licensee has not utilized such service.

9.4 Failure to utilize SAP Enterprise Support provided by SAP may prevent sap from being able to identify and assist in the correction of potential problems which, in turn, could result in unsatisfactory software performance for which SAP cannot be held responsible.

9.5 In the event SAP licenses third party software to Licensee under the Agreement, SAP shall provide SAP Enterprise Support on such third party software to the degree the applicable third party makes such support available to SAP. Licensee may be required to upgrade to more recent versions of its operating systems and databases to receive SAP Enterprise Support. If the respective vendor offers an extension of support for its product, SAP may offer such extension of support under a separate written agreement for an additional fee. If the vendor does not provide the support services required by SAP any more, SAP has the right to give reasonable notice of at least three months effective at the end of a calendar quarter of extraordinary and partial termination on the contractual relationship for support for the third-party software concerned.

9.6 The parties agree the terms of the then current Personal Data Processing Agreement for SAP Support and Professional Services ("DPA") found at https://www.sap.com/docs/download/agreements/data-processing-agreements/sps/data-processing-agreement-for-sap-support-and-professional-services-apjgcn-english-v7-2018.pdf apply to the Support Services and any other professional services SAP may provide to Licensee.

9.7 SAP Enterprise Support is provided according to the current maintenance phases of SAP software releases as stated in http://support.sap.com/releasestrategy.

ANNEXURE - 3

APPENDIX – 'A'

CHECK LIST OF STATUTORY RESPONSIBILITY OF CONTRACTOR
THE CONTRACT LABOUR (R& A), ACT, 1970 AND CENTRAL RULES, 1971

SL. NO.	NATURE OF STATUTORY REQUIREMENTS	FORM NO.	RESPONSIBILITY	REMARKS
01	**Labour License**	**Form –II**	**Contractor**	Contractors engaging 20 or more contract labours would apply for obtaining labour license (in triplicate) to the ALC (C), Kolkata. A copy of the license should be submitted to concerned Unit HR Department. *Note*: The Contractor cannot deploy more than the number of workmen mentioned in the license on any day.
02	**Renewal of labour license**	**Form –II**	**Contractor**	The contractor shall apply to the ALC(C), Kolkata for renewal of license at least 30 days prior to its expiry. A copy of the acknowledgement / renewed license should be submitted to concerned Unit HR Department.
03	**Notice for commencement / completion of work**	**Form-VII**	**Contractor / Principal Employer**	The contractor shall submit Form – VII to the Inspector / Labour Enforcement Officer (C), Kolkata within 15 days intimating the actual date of commencement / completion of the work. The receipted copy of Form – VII should be submitted to concerned Unit HR Department.
MAINTENANCE OF REGISTERS				
04	**Employee Register**	**FORM – A**	**Contractor**	Comprising of personal details like name, father's name, DOB, Address etc. of the workmen engaged by the contractor.
05	**Wages Payment Register**	**FORM – B**	**Contractor**	Comprising of current rate of minimum wages, employees PF & ESI contribution and other allowances, if any.
06	**Register of Loan / Recoveries / Fines etc.**	**FORM – C**	**Contractor**	To maintain record of loans, fines and advances given, if any and monthly record of recoveries.
07	**Attendance Registers**	**FORM – D**	**Contractor**	Data of daily attendance of each workmen engaged by the contractor indicating their in and out time.

SL. NO.	NATURE OF STATUTORY REQUIREMENTS	FORM NO.	RESPONSIBILITY	REMARKS
08	**Employment Card**	**Form – XII**	**Contractor**	Every contractor shall issue employment card / appointment letter to their contract workers within 03 days from their date of employment.
09	**Service Certificate**	**Form – VIII**	**Contractor**	To be issued by the contractor upon termination of employment / completion of work etc.
10	**Wage-slip**	**Form – XIX**	**Contractor**	Contractors shall issue wage-slip to their workmen at least 01 day prior to disbursement of wages.
11	**Annual Return**	**Online Submission**	**Contractor**	Every Contractors shall prepare Annual Return for the previous year which is submitted online by the Contractors' in *Shram Suvidha* Portal to the Registering Officer within 31st Jan of the following year.

CHECK LIST OF STATUTORY RESPONSIBILITY OF CONTRACTOR
COMPLIANCE OF OTHER STATUES FOR ENGAGEMENT OF CONTRACTORS' WORKMEN

Sl. No.	Relevant Statues	Responsibility	Compliances to be ensured as per the Statute
01	**The Factories Act, 1948 & West Bengal Factories Rules, 1958**	**Contractor**	1. Leave with Wages: Every worker who has worked for a period of 240 days or more is entitled to get leave with wages to be calculated one day for every 20 days of work performed by him. 2. Payment of Overtime: Where a worker has worked for more than 09 hours in any day or for more than 48 hours in a week, he shall, in respect of overtime work, be entitled to wages twice the hourly rate. 3. Hours of Work: The total nos. of hours of work in a week, including overtime, shall not exceed sixty. 4. Hours of Overtime: The total hours of overtime shall not exceed fifty in any quarter i.e. during three consecutive months for any worker.
02	**Payment of Wages Act, 1936**	**Contractor**	Contractors (employer) engaging less than 1,000 persons have to pay wages before expiry of the 7th day after the last day of wage period.
03	**The Minimum Wages Act, 1948**	**Contractor**	Contractors (employer) shall pay minimum wages to every worker as per the Central rates circulated by the Management from time to time.
04	**The EPF & MP Act, 1952**	**Contractor**	1. Every contractor shall obtain the following before commencement of work: (a) PF Code No. of the firm. (b) PF UAN i.r.o of the workmen engaged by him. (c) Ensure submission of nominee and dependent details while applying for UAN of workmen.
		Contractor	2. Every contractor shall contribute towards PF @ 12% of the monthly wages of each workman as employer's share and recover 12% of monthly wages from each employee, as employees share and thereafter remit the entire amount to EPFO i.r.o every workman engaged by him. The contribution for the preceding month should be remitted prior to expiry of the 15th day of the following month. Contractors (Employers) are also required to bear the administrative charges as applicable.

Sl. No.	Relevant Statues	Responsibility	Compliances to be ensured as per the Statute
05	**The ESI Act, 1948**	**Contractor**	1. Every contractor shall obtain the following: a) ESI Code No. of the firm (b) ESI code no. i.r.o of the workmen engaged by him (c) Ensure submission of nominee and dependent details while applying for ESI TIC (E-Pehchan Card).
		Contractor	2. Every contractor shall remit ESI contribution (employers' share @ 3.25% and employees' share @ 0.75%) i.r.o every workman engaged by him for the preceding month prior to expiry of the 15th day of the following month.
06	**The Payment of Bonus Act 1965 & Rules**	**Contractor**	1. Contractors shall pay annual bonus to their workmen (Contract Labour) drawing wages below and upto Rs. 21,000/- per month. Bonus will be payable minimum @ 8.33% and maximum @ 20% of annual wages.
		Contractor	2. Register in Form - C format {Rule 4(b)} of '*The Payment of Bonus Act, 1965*' is to be maintained by the contractor for submission of Annual Return as per the Act.

APPENDIX – 'B'

RESPONSIBILITIES OF CONTRACTORS OVER AND ABOVE THE STATUTORY REQUIREMENTS

(i) Contractors shall take all necessary steps for disbursement of wages through bank-transfer and issue a payment notice at least 02 days prior to such bank-transfer for information of respective unit HR Dept. as well his workers. (should be incorporated in the contract document in the Payment Terms).

(ii) All contractors should obtain labour-licenses prior to commencement of work. Principal Employer shall not allow any contractor without license.

(iii) All outsourced jobs are required to be supervised by a Supervisor duly appointed by the Contractor. The contractor should declare the name and contact number of the supervisor(s) against each P.O before commencement of work and submit the details of the supervisor(s) to the respective unit HR Department. He should keep adequate nos. of supervisors to supervise and co-ordinate the execution of job by contract labours. (The principal employer must check that the name and number of the supervisor which has been provided by the contractor, whether the same person is coming as the said supervisor).

(iv) The supervisor's name should not be mentioned in the employee register as he is not a contract labour.

(v) Supervisor of concerned contractor should be present in the work-site where the contract labours of the concerned contractor are supposed to work. To ensure the presence of the supervisor, their attendance may be recorded by the user department on daily basis.

(vi) Contractor should mention the name of his Supervisor / agent / manager in Form-II which is to be submitted to ALC (C) for obtaining labour license.

(vii) The supervisor should maintain the attendance register of their contract labours (Form-D) which may be randomly checked by the Officers of the user department. This attendance register will be submitted by the contractors on monthly basis along with the wages-payment registers to the respective unit HR Depts. for obtaining certification of payment of wages to each contractor labour based on their daily / monthly attendances.

(viii) Contractors must submit details of their firms in the Appendix B1 format prior to commencement of work. They must also submit details of their contract labours in B2 formats for making new gate-passes for the purpose of entry / exit prior to the engagement of such contract labour.

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CONFIRMATION BY BIDDER and CHECKLIST FOR BID SUBMISSION

(To be filled by the Bidder)

Annexure 5

Description: AMC of SAP Enterprise Support Service for GRSE

ATTRIBUTES	Particulars (to be filled by the Bidder and submitted with Technical bid with sign and stamp)
Bidder's/Firm's Name	
Firm's Adderss	
Contact Person with Desigation	
Contact details (Mob No. , e-mail ID)	
Proprietorship/Partnership/Pvt. Ltd./PSU/ Public Ltd. / (as applicable for the Bidder)	
Vendor registration no. with GRSE (if any)	
PAN no.	
GST no. with Annexure-A &B	
Company Registration certification /trade lisence/Memorandum/ others as applicable	
Registered Office or Branch Office address in Kolkata	
INTEGRITY PACT (as per Annexure 3)	NA for this tender
MSE Udyam (Mirco / Small) , NSIC if any	
PF Registration no.	
ESI Registration no.	
TReDS Registration no. in case of MSME	
Average Annual Turnover of last 3 F.Y. ending on 31.03.2024	FY 2021-22 - Rs.__________ FY 2022-23 - Rs.__________ FY 2023-24 - Rs.__________ Average of 03 years : Rs. ____________________

Note: All above documents to be submitted with Technical (Part-I) bid.