

CORRIGENDUM – 1

Invitation of Bids for Business process Re-engineering and implementation

Bid Reference No. : EdCIL/ IS Unit/ BPR/ 2015
Pre Bid Queries

Extension for last date for submission of Bids

To,

Prospective Bidders,

Please note that last date and time of submission of Bid has been extended as per the below schedule:

1.	Last Date & Time of submission of Bid	:	Friday December 11, 2015 15 00 hrs.
2.	Date & time of Opening of Bids	:	Friday December 11, 2015 15 30 hrs.
3.	Bid Download End Date and Time	:	Friday December 11, 2015 11 00 hrs.
4.	Bid submission start date and time	:	Friday November 27 th , 2015 15.00 hrs.

The bids should be submitted by 11.12.2015 upto 15.00 hrs. at EdCIL Corporate Office.

DGM (IS), EdCIL

Addendum – 1

Based on discussion during the pre-bid meeting the following new inclusion/modification to relevant clauses of the tender document are incorporated:

I) Annexure B clause – c

Organization and staffing :

Qualification & Experience :

- (i) **Profile for Component 1** : B.Tech/MBA from reputed Institutes having experience of two BPR Projects from start to completion.
- (ii) **Profile for Component 2 & 3** : B. Tech in Computer Science/IT from reputed Institutes and two years experience in ERP implementation including Identification of specification of hardware and software with customization, and its procurement.

NOTE : For component 1 to 3 at least two resources full time may be deployed throughout the project out of which one should have ERP implementation experience as indicated above.

II) Annexure- VI: Price schedule for component 3.

In component 3, bidder has to quote total value of the component for 24 weeks (6 months) . In case of any time extension not attributed to the bidder, in pro rata monthly engagement fee would be applied and number of resource composition kept unchanged.

III) Payment stages

Component 1 : 50% after submission of draft BPR preceded by a presentation to the management and balance 50% after acceptance of the final BPR preceded by a presentation to a management.

Component 2 : 30% after acceptance of RFP documents balance 70% after acceptance of evaluation of the Bid and placing of the Purchase Order to the ERP service provider.

Component 3 : Payment will be released on quarterly basis at the end of each quarter. Internal timelines of stages of ERP completion would be jointly agreed by EdCIL and the successful bidder for monitoring progress within the roll out phase.

IV) Clause 10 Page 3 of Terms & Conditions:

A liquidity damage of 0.25% per week of contract value will be levied for every week of late delivery only on account of duly attributable to the successful bidder after expiry of agreed time schedule within a maximum limit of value of performance Guarantee amount

V) Settlement of Disputes

a) **General:** If any dispute arises between the Service Provider and EdCIL during the execution of contract, it should be amicably settled through mutual discussion. However, if the dispute is not resolved by mutual discussions, a written representation will be obtained from the Service Provider on the points of dispute. The representation so received shall be duly examined by the Competent Authority in EdCIL. The Service Provider will also be given an opportunity of being heard and the decision on the representation would be conveyed in writing.

VI) Arbitration:

a) If any dispute is not settled through above process with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to a sole arbitrator per Arbitration based on Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof.

b) All legal proceedings (if any) shall have to be lodged in courts situated in Delhi (India) and not elsewhere.

Clarification of Pre bid Meeting held on 03/12/15, at 11:30 AM

Bidder : E & Y

S. No.	Section No. / clause No./ Paragraph	Correspondi ng page no. in the RFP	RFP clause description	Particulars of the query/ clarification	EdCIL's Remarks
1.	Clause 10	Page 3	A liquidity damage of 1% of contract value will be levied for every week of late delivery after expiry of agreed time schedule within a maximum limit of value of performance Guarantee amount.	<p>Request removal of the liquidated damage clause given the tight timelines defined in the TOR.</p> <p>In case the LD is retained, request you to add “LD shall be applicable in case the reasons of delay are directly attributable to the Consultants”. Also it should be clearly mentioned which milestones will attract the LD. It is suggested that milestones which have a direct bearing on project implementation should only be attracting LD and not every milestone.</p>	A liquidity damage of 0.25% of contract value per week will be levied for every week of late delivery directly attributable to the successful bidder after expiry of agreed time schedule subject to a maximum limit of value of performance Guarantee amount.
2.	Annexure I: Component 2	Page 6	Component 2 : Provide assistance for vendor selection and evaluation for IT related tasks and projects – 8 weeks	<p>Request to increase the timeline to at least 12 weeks.</p> <p>Of this 4 weeks shall be required for RFP preparation and 8 weeks thereafter for vendor on boarding.</p>	EdCIL agree to modify the duration to 10 weeks for component 2
3.	Annexure I: Component 3	Page 6	Component 3: Project Management Support (Hand holding support) - 16 weeks	<p>Request to increase the timeline from 16 weeks to at least 48 weeks.</p> <p>Since Component 3 will be dependent upon the schedule/ output of the system integrator of the ERP, in ideal situation this could be separated out in a separate phase or alternatively can be taken up in the manner suggested in Point 4 below.</p> <p>Based on our previous experience of similar projects, 48 weeks shall be deemed appropriate for the project management support. However, this is also dependent upon the schedule / plan of the system integrator.</p>	EdCIL agree to modify the duration to 20 weeks for component 3.

4.	Annexure VI: Price schedule	Page 11	Component 3 fee quote asked as a lumpsum for the timeline of 16 weeks	Request to allow the applicants to quote a monthly fee for the Component 3 to take into account any delays caused due to reasons not in control of the applicant or the Client.	Clarified in the relevant addendum .
5.	Annexure A, Annexure B, Annexure C	Page 13, 14 and 15	Annexure A: Bidder's Experience, specifically for PSUs/ State/Central Governments Annexure B: Description of Approach, Methodology and Work Plan for Performing the Assignment Annexure C: Curriculum Vitae (CV) for Proposed Professional Staff	RFP does not highlight any evaluation parameter for all the technical information asked. Please clarify how these details shall be utilized in the evaluation of the bids/ proposals submitted. Ideally, a Quality cum Cost Based Selection (QCBS) evaluation mechanism or a minimum threshold basis for marking is considered such as 70% or 80%, to qualify for opening of financial bids. The bids could thereafter be evaluated on L1 basis.	<p>It is a limited tender where all the short listed bidders capabilities have already been accepted. Hence, only price bid is called for.</p> <p>The information sought only for EdCIL's further use of the relevant past expertise of the successful bidder during roll out.</p>
6.	Annexure IV and Annexure V	Page 9 and 10	Annexure IV: Details of ERP related similar works executed/ completed Annexure V: Format on technical experience	1. Please clarify what is the difference between the two formats and the details sought. 2. Also request to clarify whether experience mentioned in Annexure V needs to be supplemented with the detailed project description as per Annexure A or not.	<p>1. Annexure IV is for detailed of <u>completed</u> project and Annexure V is for projects <u>under execution</u>.</p> <p>2. Yes.</p>
7.	Clause (c): Organisation and Staffing of Annexure B: Description of Approach, Methodology and Work Plan for Performing the Assignment	Page 14	Clause (c): Organisation and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the kBidder expert responsible, and proposed technical and support staff. The Staffing should be consistent with the Table above.	1. Please clarify what are the desired qualifications and years of experience of the resources to be proposed. 2. Please clarify in Component 3 the number of resources desired and whether the Bidder shall be deployed part time or full time.	<p>1.</p> <p>(i) For Component 1. B.Tech/MBA from reputed Institutes having experience of two BPR Projects completion.</p> <p>(ii) For Component 2 & 3 : B. Tech in Computer Science/IT from reputed institutes and two years</p>

					experience in ERP implementation including identifying specification of hardware and software, and its procurement.
				2.	At least two resources for full time, out of which one should have ERP implementation experience for two years. May also please refer to the addendum .
8.	Terms and Conditions	Page 2		Please clarify the qualifying criteria for the firms to bid for the project. At present it seems to be an open tender with no conditions pertaining to the applicant's experience or financial /technical capability.	Not relevant since it is only a limited tender of already shortlisted tenderers .
9.	Annexure I: Terms of Reference	Page 5		Please clarify whether there is a requirement for conducting field visits to the other locations of EdCil during the project.	No field visit is required.
10.	Annexure I: Terms of Reference	Page 5		Request for clarification on the types of the ERP modules which shall be implemented.	It is to be decided based on the successful bidder's recommendation after the BPR study, EdCIL would provide all the relevant information.
11.	Annexure I: Terms of Reference	Page 5	No payment milestone has been defined in the RFP	Request you to please include the payment milestones as follows: a) Submission of As –Is study report – 15% b) Submission of To-be report with reengineered processes and FRS- - 20% c) Submission of RFP document – 10%	Not agreed to. Separate payment terms included in addendum.

			d) Submission of tender evaluation report – 15% e) Project Management support – 40% in equated monthly instalments	
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Additional clauses are proposed to be added as advised by our legal counsel				
1.	Limitation of Liability	Client (and any others for whom Services are provided) shall not recover from Bidder , in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Client (and any others for whom Services are provided) shall not recover from Bidder, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	Agree	
2.	Report	Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“Reports”), other than Client Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and BIDDER shall not be required to update its Final Report.	Agree	
3.	Termination	Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations. Upon termination Bidder shall be entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination.	No Change	
4.	Governing Law	This Agreement shall be governed as per the Laws of India. Any unresolved disputes under this Agreement shall be subject to the exclusive jurisdiction of Indian Courts.	Arbitration Clause mentioned in the addendum introduced.	

Bidder : Deloitte

S No	Area	Wording in RFP	Remarks	EdCIL's Remarks																								
1	Timelines	<table border="1"> <thead> <tr> <th>Phase</th><th>Timeline in RFP</th></tr> </thead> <tbody> <tr> <td>Component 1 - Analysis, To be design</td><td></td></tr> <tr> <td>Phase 1A</td><td>3 weeks</td></tr> <tr> <td>Phase 1B</td><td>3 weeks</td></tr> <tr> <td>Component 2 - Bid process management</td><td>8 weeks</td></tr> <tr> <td>Component 3 - Project management</td><td>16 weeks</td></tr> </tbody> </table>	Phase	Timeline in RFP	Component 1 - Analysis, To be design		Phase 1A	3 weeks	Phase 1B	3 weeks	Component 2 - Bid process management	8 weeks	Component 3 - Project management	16 weeks	<p>Given our experience in similar such engagements, we believe that the realistic timelines should be as under:</p> <table border="1"> <thead> <tr> <th>Phase</th><th>Suggested timeline</th></tr> </thead> <tbody> <tr> <td>Component 1</td><td>12 weeks</td></tr> <tr> <td>Phase 1A</td><td></td></tr> <tr> <td>Phase 1B</td><td></td></tr> <tr> <td>Component 2 - Bid process management</td><td>14-16 weeks</td></tr> <tr> <td>Component 3 - Project management</td><td>24 weeks</td></tr> </tbody> </table>	Phase	Suggested timeline	Component 1	12 weeks	Phase 1A		Phase 1B		Component 2 - Bid process management	14-16 weeks	Component 3 - Project management	24 weeks	<p>The following modified times line are now incorporated,</p> <p>Component 1 : 8 weeks</p> <p>Component 2 : 10 weeks</p> <p>Component 3 : 20 weeks</p>
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2	Terms & Conditions, Sl. 10	A liquidity damage of 1% of contract value will be levied for every week of late delivery after expiry of agreed time schedule within a maximum limit of value of performance Guarantee amount.	Suggested to add the following wording at the end, "for the reason solely attributable to Successful Vendor"	A liquidity damage of 0.25% of contract value per week will be levied for every week of late delivery as is directly attributable to the successful bidder after expiry of agreed time schedule subject to a maximum limit of value of performance Guarantee amount.																								
3	Terms & Conditions, Sl. 17	The project is to commence within 3 (Three) days strictly from the date of receipt of Work Order in this regard positively.	We request commencement of work in 7 (seven) days.	No change																								
4	IT systems		<p>Can EdCIL provide us very basic information related to:</p> <ul style="list-style-type: none"> • What are the current IT systems in place. • Is there any similar exercise carried out earlier? • Does EdCIL have any specific ERP in mind? 	<p>The following is the present status of IT infrastructure/implementation:</p> <p>1) Hardware:</p> <ul style="list-style-type: none"> • Two domain controllers • One mail server • One database server (MS – SQL) • One application server <p>2) Software System</p> <ul style="list-style-type: none"> • No exercise except introduction of HRMS. • No Specific ERP. The choice is to emerge from the BPR Study based on the successful bidder's 																								

Bidder : Deloitte

S No	Area	Wording in RFP	Remarks	EdCIL's Remarks
				recommendation.
5	Processes		Does EdCIL have any documented process / procedure document in place?	EdCIL is ISO certified company. All departments have ISO procedural manuals and the same will be shared. Separate HR & Procurement rules/processes exist as may be studied during BPR formulation.
6	Modules to be covered		Is the engagement being looked at covering certain specific modules of an ERP / or specific business processes of EdCIL or does the client wish to implement ERP across the organizations / locations, in a holistic manner?	The ERP across the organization is in a holistic manner. The relevant modules to be taken up under this can be decided based on study of "As is" process of the existing and future processes and mapping it to "As should be" scenario.
7	Bidding process	Component 2 : Provide assistance for vendor selection and evaluation for IT related tasks and projects	ERP selection and Implementation process has two bid selection processes a) One for selection of ERP product b) Second for selection of the implementation partner who will implement the ERP. Does EdCIL prefer to select both with one single bidding process or whether it intends to do the same separately. If it the second option, the process will take more time and effort from the consultants.	Items a) & b) both will be selected with a single two bid selection process (technical bid & price bid) with QCBS rating if required.