

**Tender Name – Limited Tender Enquiry for Hiring of Firm for ERP Implementation Consultancy for a University**

**Tender No. EdCIL/ERP/UNI/2016/05 dated 08/07/2016.**

**Statement showing the point wise replies on the queries raised by Firm in pre-bid-meeting held on 20.07.2016**

S. No.	Chapter / Clause	Page No./ Section No.	Reference / Subject	Clarification sought	EdCIL Remarks
1.	Chapter 4 - Instruction to Bidders Clause 19.4(2)	12	<p>ERP specific projects undertaken by the bidder in Govt. Depts. /Govt. Agency/PSUs/ Educational Institutions in India during last 3 Financial Years. (FY 12-13 onwards)</p> <p>&gt;= INR 20 Crores : (25 marks)</p> <p>&gt;= INR 10 Crores and &lt; INR 20 Crores : (20 marks)</p> <p>&gt;= INR 3 Crores and &lt; INR 10 Crores : (15 marks)</p>	<p>Request you to please clarify the following:</p> <ul style="list-style-type: none"> <li>• Whether the projects having ERP implementation/ consulting shall be considered.</li> </ul>	<p>It is clarified that the project relates to consultancy, however implementation experience is considered as handholding is to be done by the consulting agency.</p>
				<ul style="list-style-type: none"> <li>• Whether the projects during last 3 financial years (FY 12-13 onwards) mean that the projects finishing during the mentioned period would also be considered irrespective of when they were initiated.</li> </ul>	Yes.
				<ul style="list-style-type: none"> <li>• Also, the value mentioned is the value of the individual project or collectively for a group of projects (more than 3 projects)</li> </ul>	It is collective.
2.	Chapter 4 - Instruction to Bidders Clause 19.4(2)	12	<p>ERP specific projects undertaken by the bidder in Govt. Depts. /Govt. Agency/PSUs/ Educational Institutions in India during <u>last 3 Financial Years. (FY 12-13 onwards)</u></p> <p>&gt;= INR 20 Crores : (25 marks)</p> <p>&gt;= INR 10 Crores and &lt; INR 20</p>	<p>We would request you to modify the clause as:</p> <p>“ERP specific projects undertaken by the bidder in Govt. Depts. /Govt. Agency/PSUs/ Educational Institutions in India during <u>last 5 Financial Years (FY 10-11 onwards)</u>”</p> <p>&gt;= INR 20 Crores : (25 marks)</p> <p>&gt;= INR 10 Crores and &lt; INR 20 Crores : (20</p>	No Change

S. No.	Chapter / Clause	Page No./ Section No.	Reference / Subject	Clarification sought	EdCIL Remarks
			Crores : (20 marks) >= INR 3 Crores and < INR 10 Crores : (15 marks)	marks) >= INR 3 Crores and < INR 10 Crores : (15 marks)	
3.	Chapter 4 - Instruction to Bidders Clause 19.4(2)	12	ERP specific projects undertaken by the bidder in Govt. Depts. /Govt. Agency/PSUs/ Educational Institutions in India during last 3 Financial Years. (FY 12-13 onwards)	We request you to modify the clause as: ERP specific projects undertaken by the bidder in Govt. Depts. / Govt. Agency/ PSUs/ Educational Institutions in <b>India/ Abroad</b> during <b>last 5 Financial Years. (FY 10-11 onwards)</b>	No Change
4.	Chapter 4 - Instruction to Bidders Clause 19.4(3)	12	Experience of Implementation of providing consultancy services for ERP Project in Govt. Depts./Govt. Agency/ PSUs/ Educational Institutions in India during last 3 Financial Years. (FY 12-13 onwards)	We request you to amend the clause as: Experience of Implementation of providing consultancy services for ERP Project in Govt. Depts./Govt. Agency/ PSUs/ Educational Institutions in <b>India / Abroad</b> during <b>last 5 Financial Years. (FY 10-11 onwards)</b>	No Change
5.	Chapter 4 - Instruction to Bidders Clause 19.4(4)	12	Total strength of users where ERP solutions has been implemented.  More than 10000 user: (25 marks) 5000 to 10000 user: (20marks) 1000 to 5000 user: (15 marks)	We would like to highlight that the work order/ purchase order doesn't highlight the number of users, hence we would request you to clarify whether the copy of work order along with self-declaration mentioning the no. of users by the authorized representative would suffice the requirements.	It is already mentioned in S.No. 4 of item 19.4 of chapter4 of tender document.
6.	Chapter 4 - Instruction to Bidders Clause 19.4(4)	12	Total strength of users where ERP solutions has been implemented.  More than 10000 user: (25	We would request you to modify the clause as under:  Total strength of users where ERP solutions has been implemented.	No Change

S. No.	Chapter / Clause	Page No./ Section No.	Reference / Subject	Clarification sought	EdCIL Remarks
			marks) 5000 to 10000 user: (20marks) 1000 to 5000 user: (15 marks)	More than 5000 users: (25 marks) 1000 to 5000 users: (20marks) <1000 users: (15 marks)	
7.	CHAPTER 6: Proposed Contract Terms 7 PAYMENT TERMS	18	The payment will be made within 30 days on receipt of Invoice (in duplicate) for each component after successful completion in accordance with the deliverables given in the Terms of References. This is duly certified by the authorized representative of EdCIL.	The Payment terms says that the invoices would be cleared for each component after successful completion in accordance with the deliverables given in the Terms of References, but the percentage (%) of the payments per component / deliverables / milestones is not clarified. Request you please clarify the component / milestones wise percentage (%) of the payment.	No Change
8.	CHAPTER - 2 ABBREVIATIONS & DEFINITIONS  Point no. 1: Authorized Signatory	4	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding service provider	We request you to amend the clause as:  The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the <b>Power of Attorney (PoA)/ Board Resolution</b> from the competent authority of the respective Bidding service provider	Agreed.
9.	CHAPTER - 6 PROPOSED CONTRACT TERMS  Point no. 12: LD on account of delays in the Bidder's	19	Delay on part of the Bidder for reasons solely attributable to the bidder in the performance of its delivery obligations as is directly attributable to them shall render the Bidder liable to the imposition of penalty (LD) @ 0.5% of the order value for each week or <b>part thereof subject to maximum of 10% of the order</b>	We request you to amend the clause as: "Delay on part of the Bidder for reasons solely attributable to the bidder in the performance of its delivery obligations as is directly attributable to them shall render the Bidder liable to the imposition of penalty (LD) @ 0.5% of the order value for each week or <b>part thereof subject to maximum of 5% of the order value</b> , unless an extension of time is agreed upon"	No Change

S. No.	Chapter / Clause	Page No./ Section No.	Reference / Subject	Clarification sought	EdCIL Remarks
	performance		<b>value</b> , unless an extension of time is agreed upon.		
10.	-	-	-	<p><b>Acceptance of the Project Deliverables:</b></p> <p>The timeline for the acceptance of the project deliverables by EdCIL have not been mentioned in the RFP against the components.</p> <p>We would request you to kindly highlight the time-frame for the acceptance of these deliverables, else the same shall be considered as deemed accepted within 15 days from the date of its submission.</p>	Details of the project deliverables will be mentioned in the letter of award.
11.	Annexure 8	Page No. 33	Financial Bid/ Project Back ground	<p>We understand that vendor needs to give a fixed price quote. Request you to provide an understanding on the end client i.e., the university's demographics:</p> <ol style="list-style-type: none"> <li>If it private/public sector client - State or central University?</li> <li>The number of students</li> <li>Faculty</li> <li>Departments</li> <li>No of Courses / departments – UG/PG/Doctoral</li> <li>Existing technology landscape</li> <li>Did edCIL have any previous technology engagement with the client?</li> <li>Does EdCIL/University have any preference for any technology stack?</li> </ol>	As mentioned in the tender document that end client is a University.

S. No.	Chapter / Clause	Page No./ Section No.	Reference / Subject	Clarification sought	EdCIL Remarks
12.	Annexure 12	46	Curriculum Vitae (CV) for Proposed Professional Staff	Do we have to include the CVs of all the team members who would be working in the project?	The bidder should submit .
13.	Chapter 3	5	Schedule for invitation to Tender	When are they planning to contract the vendor/ start the engagement?	LOA will be issued on the finalization of tender.
14.	Annexure 10 Clause No. 10	43	Proforma pre contract integrity pact  Law and place of jurisdiction	At this stage the only initial clarification question I have for the Customer is to please confirm whether the "seat" of EdCIL, as set out under Section 10 of the tender document, "Law and place of jurisdiction", is Noida, Uttar Pradesh, which is the address set out in the RFP, or is it any other Indian State? The RFP does not specifically mention that the Noida address is their registered address.	Please refer to Chapter 6, Proposed Contract Terms, Clause 5 (b).
15.	-	-	-	We request to include the Limitation of Liability Clause in the tender document.	It will be mentioned in the agreement.