

**Cochin Shipyard Limited**



**Request for Proposal (RFP)**

**for**

**Implementation of ERP Solution**

**Volume II- Bidding Terms & Condition**

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## 1. Tender Notification

Tender Inviting Authority	Cochin Shipyard Limited (CSL)
Name of the Project Work	ERP solution Implementation at CSL
Tender Reference No	MAT/PRM/00053/12
Place of availability of Tender Documents (RFPs)	Web site of CSL: <a href="http://www.cochinshipyard.com">http://www.cochinshipyard.com</a> , <a href="http://www.cochinshipyard.co.in">http://www.cochinshipyard.co.in</a>
List of Tender documents (RFPs)	Volume – I : System Integration Services and Solution Scope along with Annexure  Volume – II: Bidding Terms and Conditions along with Annexure
Cost of Tender Documents	Rs 20000/- ( Rs Twenty Thousand only)  To be paid by submitting a non-refundable demand draft from any Scheduled Bank drawn in favor of CSL, payable at Ernakulam.
Earnest Money Deposit	Rs.500000 /-( Rs Five Lakhs only)  To be paid by submitting a demand draft or Bank guarantee from any Scheduled Bank drawn in favor of CSL, payable at Ernakulam.
Nature of bid process	Three Stage
Release of Request for Proposal(Tender) Documents	25 Jan 2012
Last Date for Submission of questions by bidders ( by email)	04 Feb 2012
Date of Pre- bid conference	10 Feb 2012
Place for Pre bid meeting	CSL, Cochin
Last date and time for submission of bids	28 Feb 2012 at 15:00 Hrs
Start PoC demonstration	To be informed later

Opening of Price bids	To be informed later
Address for communication	The Deputy General Manager (Materials) Cochin Shipyard Limited Perumanoor P.O. Kochi – 682015, Kerala, India
Email id for pre-bid queries	matcns@cochinshipyard.com, dgmmt2@cochinshipyard.com

## 2. Abbreviations / Acronyms

AMC	Annual Maintenance Contract
ATS	Annual Technical Support
BG	Bank Guarantee
LD	Liquidated Damages
EMD	Earnest Money Deposit
NDA	Non-Disclosure Agreement
OEM	Original Equipment Manufacturer – Original Licensor of ERP Solution
PBG	Performance Bank Guarantee
PO	Purchase Order
RFC	Request for Clarification
RFP	Request for Proposal
SI	System Integrator
CTD	Cost of Tender Document

## 3. RFP Structure

The content of this RFP has been documented as a set of two volumes explained below:

**Volume –I:** System Integration Services and Solution Scope

Volume I of RFP intends to bring out all the details with respect to functional and technical requirements of the ERP solution along with details on scope of work for implementing the solution that CSL deems necessary to share with the potential bidders. Volume –I has following annexure:

Annexure I: Functional Requirement Specification

Annexure II: Scripts for demonstration by bidder

**Volume – II:** Bidding Terms and Conditions along with Annexure

Volume II of RFP purports to detail out all that may be needed by the potential bidders to understand the evaluation criteria, commercial terms, bid process details and Price bid. Volume –I I have following annexure:

Annexure III: Formats for Bid Submission.

This document is **Volume II**.

## **4. Bidding Process**

Potential System Integrators are referred to as “Bidders” in this document.

### **4.1 Instructions to Bidders**

#### **4.1.1 Eligible Bidders**

- a. Bidders refer to the mandatory qualification criteria mentioned in Section 5 of this document.
- b. Only qualified bidders are allowed to participate in the bid.

#### **4.1.2 Ethical Standard**

- a. Bidders are expected to observe the highest standard of ethics during the procurement and execution of this contract. In pursuit of this proposal, CSL will reject a proposal for award if it determines that the bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the contract.
- b. By signing the bid-form the bidder represents that for the software it supplies, it is either the owner of the ‘Intellectual Property Rights’ in the software or that it has proper authorization and/or license from the owner to offer them. Any wilful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that CSL may take.

#### **4.1.3 Cost of Bidding**

- a. The Bidder shall bear all costs associated with the preparation, submission and evaluation of its bid and CSL will in no case be responsible or liable for those costs.

#### **4.1.4 Documents Accompanying the Bid**

The bid will consist of three parts and shall be submitted in separate sealed covers mentioning the tender number and date:

Part-I: Pre-Qualification Proposal, EMD and CTD

Part-II: Techno- commercial Bid

Part-III: Price Bid

Following documents should accompany each part

- a. Part-I shall contain Pre-Qualification Proposal as per **section 5** & EMD, CTD as per **section 4.1.6** and shall not contain any price at all.
- b. Part-II shall consist of:
  - i. Letter of Acceptance and participation in the bid to be submitted as per Form 1 of Annexure III.
  - ii. The Bid-forms should be signed by an authorized person holding “Power of Attorney” to act on behalf of the Bidder. The “Power of Attorney” in original or duly notarised to be submitted by the bidder.
  - iii. Response of bidder as per sections 6 of this document. List of deviations as per format in Form 2 of Annexure III.
  - iv. Signed copy of Tender Document (all pages to be signed & stamped).
  - v. Un-priced copy of the price schedule clearly marking ‘YY’ wherever price is quoted, this part shall not contain any price at all.
- c. Part-III shall consist of the filled-in Price Schedule as per details specified in section 7 .The price bid shall contain no terms and conditions other than the quoted price.

#### 4.1.5 Sealing and Marking of Bids

- a. Bidders are requested to submit their responses for Part-I in two (2) envelopes, clearly labelled according to the following categories. The first envelope shall contain the EMD & CTD and shall be sealed and super scribed “EMD & CTD – Implementation of ERP solution at CSL”. This envelope should not contain any commercials, in either explicit or implicit form, in which case the bid will be rejected. The second envelope shall contain the Pre-Qualification Proposal as per **section 5** sealed and super scribed “Pre-Qualification Proposal– Implementation of ERP solution at CSL”. The two (2) envelopes shall then be sealed in an outer envelope and marked as “ Part-I: Pre-Qualification Proposal, EMD and CTD”.
- b. Part-II should be super scribed as “Part –II: Techno-commercial proposal” as per **section 6 and section 4.1.4**. This envelope should also have un-priced copy of the price schedule clearly marking ‘YY’ wherever price is quoted .This part shall not contain any price information in either explicit or implicit form, in which case the bid will be rejected.
- c. Part-III should be super scribed as “Part-III: Price Proposal” as per **section 7**.
- d. All “ORIGINAL” should be accompanied with a “COPY” and “SOFT COPY” clearly labelled and should be put in respective envelops. The envelopes shall then be sealed in an outer envelope super scribed as “Proposal of ERP Implementation at CSL”.
- e. The outer envelopes shall be addressed to CSL at the address given in Section 1
- f. The envelopes shall indicate the name and address of the Bidder.
- g. Bids once submitted shall not be returned to the bidder under any circumstances.

- h. If the outer envelope is not sealed and marked as required by clause above, CSL will assume no responsibility for the bid's misplacement or premature opening.

#### **4.1.6 Cost of Tender Documents (CTD) & Earnest Money Deposit (EMD)**

- a. The bidder shall furnish as part of its bid, EMD and CTD for an amount as mentioned in **Section 1**, the amount shall be paid by Demand Draft (DD) in Favour of "Cochin Shipyard Limited" payable at "Ernakulam" from scheduled bank as per Form 3 of Annexure III.
- b. An authorizing letter from competent authority to sign/ execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP.
- c. Any bid not accompanied with the prescribed EMD and CTD shall be rejected by CSL as non-responsive.
- d. The EMD of unsuccessful bidder will be returned/ refunded as promptly as possible, not later than 15 (Fifteen) days after finalization of the tender.
- e. The EMD of the successful bidder will be returned/ refunded when the Bidder has signed the Contract Agreement and furnished the required PBG
- f. The EMD may be forfeited if a bidder withdraws its bid during the period of bid validity specified in the **section 2** of this document, after submission of bid.
- g. Furnish performance bank guarantee in accordance with **section 8.5**.
- h. Period of Validity of Bid: Bid shall remain valid for a period of 180 (One hundred and Eighty) days from the date of opening of the technical bid.

#### **4.1.7 Language of Bid**

- a. The bid as well as all correspondence and documents related to the bid shall be in English Language.

#### **4.1.8 Clarifications and amendments in RFP document**

- a. All corrigenda, addenda, amendments and clarifications to the tender will be hosted in the websites [www.cochinshipyard.com/](http://www.cochinshipyard.com/) [www.cochinshipyard.co.in](http://www.cochinshipyard.co.in) and <http://www.tenders.gov.in> and not in the newspapers.
- b. Bidders shall keep themselves updated with all such developments till the last date and time of submission of tenders.

##### **4.1.8.1 Clarifications in RFP**

- a. During Technical and Financial evaluation of the Proposals, CSL may, at its discretion, ask Consultants for clarifications on their proposal. The request for clarification and the response shall be through email/writing.
- b. The Consultants are required to respond within the time frame prescribed by CSL.

#### 4.1.8.2 Amendments in RFP

- a. At any time prior to opening the price bid, CSL may for any reason, modify the RFP. The prospective Consultants, who have submitted the bids, shall be notified of the amendments through website and such amendments shall be binding on them.
- b. They shall be required to submit the revised quotations including price bid within the time frame specified.

#### 4.1.9 Deadline for Submission of Bids

- a. Bids must be received by CSL at the address specified in the Section 1 and not later than the time and date stated in Section 1.
- b. CSL may, at its discretion, extend this deadline for submission of bids in which case all rights and obligations of CSL and bidders will thereafter be subject to the deadline as extended.

#### 4.1.10 Late Bids

- a. Any bid received by CSL after the bid submission deadline prescribed by it in the Section 1, and not pursuant to Section 4.1, is liable to be rejected as late bids

#### 4.1.11 Modification and Withdrawal of Bids

- a. The bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by CSL prior to the deadline prescribed for bid submission.
- b. The Bidder's modifications shall be prepared, sealed, marked, and dispatched as follows:
  - i. The Bidders shall provide an original and two copies of any modification(s) to its bid, clearly identified as such, in two inner envelopes duly marked "BID MODIFICATIONS—ORIGINAL" and "BID MODIFICATIONS—COPY." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "BID MODIFICATIONS."
  - ii. Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with Section 4.1.
- c. A Bidder wishing to withdraw its bid shall notify CSL in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall:
  - i. Be addressed to CSL at the address named in the Section 1 and bear the Tender name and the words "BID WITHDRAWAL NOTICE." Bid Withdrawal Notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.
- d. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in **Section 4.1**. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

#### 4.1.12 Integrity Pact

An Integrity Pact between CSL and the bidders will be signed as detailed in Form 4 of Annexure III.

#### 4.1.13 Conflict of Interest

CSL requires that bidder strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration during the System Integration services. In case the bidder has any subsisting interest, either by themselves or through their partners, that is likely to conflict the work specified in the Scope of Work, CSL reserves the right to accept or reject such bids.

## 4.2 Bid opening process

### 4.2.1 Pre Bid Meeting

- a. The pre-bid meeting would be conducted to facilitate an initial interaction between CSL & bidder(s) and bidder's sales and technical team, as per the date proposed in section 1.
- b. All the queries shall be submitted by email as in section 1 in the prescribed format as in Form 5 of annexure III and as per the proposed date as in the section 1.
- c. Bidders who plan to attend pre-bid meeting should inform the details of the persons attending (maximum two ) through the CSL contact email ids as in section 1 before 09 Feb 2012 17:00 hrs for arranging their gate pass.

### 4.2.2 Opening of Bids by CSL

- a. Part-I: Pre-Qualification proposal of the tender will be opened on the day mentioned in **section 1** or the day intimated by CSL. Bidders will not be allowed to participate in Part-1 opening meeting.
- b. Part-II shall is opened after evaluation of pre-qualification bids for only pre-qualified bidders. Bidders will not be allowed to participate in Part-II Technical bid opening meeting
- c. Part-III – "Price Bid" will be opened only for bidder who has qualified technically and the same shall be kept unopened till price bid opening date, which will be communicated to bidders by CSL. Bidder's authorized representative may attend the Price Bid opening (Part III) meeting and shall sign in a register/document prepared by CSL, as proof of his attendance. Bidder should submit an authorization letter nominating their representative for attending price bid-opening as per Form 6 of Annexure III.

### 4.2.3 Preliminary Examinations of Bids

- a. CSL will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order.
- b. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the Bidding Documents will be rejected by CSL and shall not be included for further consideration.
- c. CSL will also carry out a preliminary examination of any modified bids submitted by Bidders.
- d. Prior to the detailed evaluation, CSL will determine whether each bid is complete, and is substantially responsive to the Bidding Documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviations, exceptions, objections, conditionality or reservations. A material deviation, exception, objection, conditionality, or reservation is:
  - i. One that limits in any substantial way the scope, quality, or performance of the desired system; or
  - ii. one that limits in any substantial way, that is inconsistent with the Bidding Documents, CSL rights or the successful Bidder's obligations under the Contract; and
  - iii. One that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.
- e. In particular, bids with deviations from, objections to or reservations about critical provisions such as those concerning EMD, Governing Law, Taxes and Duties, Defect Liability, Maintenance period, Patent Indemnity or Limitation of Liability, that the Bidder is not prepared to withdraw, will be treated as non-responsive.

- f. CSL's determination of a bid's responsiveness will be based on the contents of the bid itself without recourse to extrinsic evidence.

## **5. Pre-qualification process**

### **5.1 Pre-qualification Criteria for Bidder**

#### **5.1.1 Criteria related to Incorporation of the Bidder Firm, Legal entity**

- a. The bidder should be a company registered in India under the Companies Act, 1956 with a registered office and operations in India. The company should be operational in India for at least last five financial years as of 31st March 2011 as evidenced by the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies, India. Documentary evidence should be enclosed. (Refer Form 7a of Annexure III)
- b. The bidder company must be operating as IT System Integrator and should have offices in at least two locations and a development center in India (Refer Form 7a of Annexure III)
- c. The bidder must be a single legal entity and not be a consortium of firms. (Refer Form 7a of Annexure III )

#### **5.1.2 Criteria related to Government Regulation:**

- a. The Bidder Company should not have been black listed by CSL, Govt. of India or NASSCOM. A self declaration in this regard shall be provided by bidder as per the format Form 7b of Annexure III.

#### **5.1.3 Criteria related to Quality of Service Delivery:**

- a. The bidder must have been assessed for a CMMi Level 5. The assessment should be valid as on the last date of bid submission. In case of expiry of current assessment within nine months, the bidder shall provide a certificate from the SEI auditor that reassessment for the same or higher level is commenced. The bidder shall ensure the assessment for the first year after the contract is commenced. (Refer Form 7d of Annexure III).

#### **5.1.4 Criteria related to financial viability:**

- a. The Bidder should have an annual sales turnover of not less than Rs. 500 crores for the last three financial years ending 31st March 2011 as evidenced by the audited accounts of the company. Out of the total turnover of the company, at least Rs. 150 Cores should be from IT services for each of the last two years ending 31st March 2011. (Refer Form 7c of Annexure III )
- b. The Bidder must be a profit making company in each of the last three financial years ending 31st March 2011 as evidenced by the audited accounts of the company(Refer Form 7c of Annexure III)

- c. The Bidder should have a positive net worth for the last three financial years ending 31st March 2011 as evidenced by the audited accounts of the company. Net worth is defined as sum of shareholders capital and Reserves & Surplus(Refer Form 7c of Annexure III)

#### **5.1.5 Criteria related to experience in providing system Integration services**

- a. The bidder must have System Integration experience of successful end-to-end (cover following functional areas – Finance, Marketing, Project management, Product engineering, Materials management, Production Management, Quality management, Human resource management ) implementation of the proposed ERP product in at least three (3) Project based heavy Engineering companies during the last five years (ending 31st March 2011) in India/globally, each company having a minimum sales turnover of Rs.500 crores (Refer Form 7e of Annexure III)
- b. The bidder must have system Integration experience of successfully implementing integrated ERP application with payroll in Central Public Sector Undertaking in India for last five years.( Refer Form 7e of Annexure III)
- c. The bidder must have a team of at least 200 ERP consultants on its rolls having experience in implementing all the major modules/solution components of the proposed ERP product collectively (Refer Form 7f of Annexure III).
- d. The bidder must have at least 2 domain knowledge experts with 5 years of experience in Project based heavy Engineering Companies (Refer Form 7f of Annexure III)
- e. The bidder must be a certified ERP service Partner of the proposed ERP product OEM. (Refer Form 7g of Annexure III)

#### **5.1.6 Criteria related to the ERP product proposed by the OEM/Bidder**

- a. For the ERP product that the OEM/bidder proposes to implement for CSL, the ERP product shall meet the following criteria (Refer Form 7h of Annexure III):
  - i. The Proposed product should offer all the business functions like – Finance, Marketing, Project management, Product engineering, Materials management, Production Management, Quality management, Human resource management, Payroll, Repair as a single integrated application.
  - ii. The proposed integrated product should support multiple operating systems
  - iii. The proposed product should be capable of running on multiple leading Databases
  - iv. The proposed integrated product should provide wide range of security features such as Authentication, Single Sign-On (SSO), Authorization and Integrated User management
  - v. The product should support all legal and statutory taxation requirements for India.
- b. The proposed ERP product should have a worldwide user base of at least 20,000 users of core business functions. Employee users are not considered as a user for this purpose(Refer Form 7i of Annexure III )

- c. The proposed ERP product should have been implemented in at least five Project based Heavy Engineering Companies in India/ globally with a sales turnover of more than Rs 500 crores, covering areas like – Finance, Marketing, Project management, Product engineering, Materials management, Production Quality management, Human resource management, and Repair services (Refer Form 7j of Annexure III)
- d. The proposed integrated ERP application with payroll should have been implemented in at least one Central Public sectors Undertakings in India for last five years. (Refer Form 7j of Annexure III)
- e. The proposed ERP product should have at least five Implementation partners in India (Refer Form 7k of Annexure III)

#### **5.1.7 Criteria related to the OEM of ERP Product Proposed by the Bidder**

- a. For the ERP product that the bidder proposes to implement for CSL, the ERP product OEM shall meet the following criteria:
  - i. The ERP product OEM should be a company registered in India under the Companies Act, 1956 with a registered office and operations in India. The company should be operational in India for at least last five financial years as of 31st March 2011 as evidenced by the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies, India. (Refer Form 7l of Annexure III)
  - ii. The ERP Product OEM's average annual turnover from the proposed enterprise solutions should be more than Rs. 250 crores in India for the past 3 years ending 31st March 2011. (Refer Form 7m of Annexure III)
  - iii. The ERP Product OEM should have at least one authorized training centre in India which provides training on the ERP Solution. (Refer Form 7n of Annexure III)
  - iv. The ERP Product OEM should also have 24X7 x 365 days support centre located in India (Refer Form 7n of Annexure III)

## **5.2 Pre-qualification Proposal**

Bidder shall submit pre-qualification proposal in four parts with the following details and use all the forms listed in Form 7 of Annexure III:

### **5.2.1 Part I – Details of the bidder Organization**

- a. This part must include a general background of the bidder organization (limited to 250 words).
- b. Details of the organization as per the format provided in Form7a of Annexure III and enclose the mandatory supporting documents.
- c. Declaration on Government Regulation as per the format provided in Form 7b of Annexure III.
- d. Financial details of the organization as per format provided in Form 7c of Annexure III and enclose the mandatory supporting documents as listed in format.

- e. Declaration of Quality assessment and certification on CMMi Level 5 as per format provided in Form 7d of Annexure III. Enclose the mandatory supporting documents listed in format provided.

#### **5.2.2 Part II – Relevant ERP Project Implementation Experience of Bidder organization**

- a. Minimum three citations of successful end-to-end implementation of the proposed ERP product as per the format given in Form 7e of Annexure III. Enclose the mandatory supporting documents listed in format provided for each citation.
- b. Provide details of one CPSU implementation with payroll as an integrated component of ERP as per format in Form 7e of Annexure III. Enclose the mandatory supporting documents listed in format provided.
- c. ERP Consultants on the rolls with domain knowledge expert of the bidder as per the format provided in Form 7f of Annexure III.
- d. ERP OEM authorization declaration of bidder as Implementation partner as per the format provided in Form 7g of Annexure III.

#### **5.2.3 Part III – Relevant ERP Product Information by OEM/bidder**

- a. ERP Product Information detailing the offered Solution as per the format provided in the Form 7h of Annexure III.
- b. Declaration of worldwide ERP user base as per the format in Form 7i of Annexure III.
- c. Five citations of successful implementation of the proposed ERP product in Project Based Heavy engineering organizations in India/globally as per the format given in Form 7j of Annexure III. Provide details of no more than 5 projects executed in the last 5 financial years and enclose the mandatory supporting documents listed in format provided for each citation.
- d. One citation of CPSU implementation with proposed ERP product with Payroll in last five years as per format in Form 7j of Annexure III.
- e. Declaration from the OEM on number of implementation partners for the proposed ERP product as per the format provided in the Form 7k of Annexure III

#### **5.2.4 Part IV – Relevant ERP Product OEM Information**

- a. Details of the ERP Product OEM Organization as per the format provided in Form 7l of Annexure III. Enclose the mandatory supporting documents listed in the format provided.
- b. Financial details of the ERP Product OEM Organization as per format provided in Form 7m of Annexure III. Enclose the mandatory supporting documents listed in format provided in the RFP.
- c. Details of the authorized training center and support center(24X7X365) in India as per format provided in Form 7n of Annexure III

## **6. Techno-Commercial Bid Submission & its evaluation**

### **6.1 Techno-Commercial Bid Submission**

Bidder shall use required bid submission formats from Annexure III and submit Techno-Commercial proposal in nine parts with the following details:

#### **6.1.1 Part 1 - General Bid Information & mandatory undertakings by the Bidder/OEM**

This part should include the Techno-Commercial proposal covering letter as per Form 1 of Annexure III. The “Power of Attorney” in original or duly notarized to be submitted by the bidder along with the below listed mandatory enclosure:

- a. List of deviations as per format in Form 2 of Annexure III.
- b. Declaration from OEM on Source Code availability to CSL as per the format in Form 8 of Annexure III.
- c. Undertaking of Patent Rights/copyright infringement by Bidder as per format in Form 9 of Annexure III.
- d. Declaration by bidders on confirmation of Non-Malicious Code as per the format in Form 10 of Annexure III.
- e. Declaration by bidder on commitment for POC demonstration of Proposed ERP solution during evaluation as per the format in Form 11 of Annexure III.
- f. Undertaking from ERP OEM on commitment to allow and support CSL to use ERP product not withstanding any of the OEM country’s regulations, restrictions, and sanctions against CSL and not to claim any right to inspect the end usage by CSL. Undertaking to be submitted as per the format in Form 12 of Annexure III.
- g. Undertaking by bidder on the commitment of proposed solution as per format in Form 13: Solution Commitment.
- h. Declaration by OEM on commitment to do performance testing at SI cost as part of implementation as per the Format in Form24 of Annexure III.

Bids without the above enclosure will be considered as incomplete and CSL reserves the rights to reject bid without any justification to bidders.

#### **6.1.2 Part 2 - Proposed Solution**

The proposal should contain the details of the solution components proposed along with how each of the solution components would meet the requirements of CSL.

- a. Solution details including proposed ERP solution, the modules or components of the ERP solution, the other solution components required to meet the requirements of CSL, solutions

required for running the maintenance and support operations, the solutions/tools required during implementation.

- b. Functional coverage of the solution should detail how the proposed ERP solution will cover CSL business functions. One to one mapping of the CSL business functions with proposed ERP solution components.
- c. Technical coverage of solutions (Servers, database, etc) including proposed IT landscape
- d. The bill of material for the proposed ERP solution & components should be enclosed as per the format in Form 14 of Annexure III.
- e. The details of third party solutions if any, their description and the purpose.

### **6.1.3 Part 3 – Functional Fitment**

The bidder should provide detailed response as per the format provided in Annexure I of RFP volume I (FRS). The bidder would have to provide a solution for each requirement (Specifying which functionality and module will be used to meet the requirements) and no requirement response can be left blank / not provided. Bidders will submit the response in softcopy as a Microsoft Excel attachment to their proposal.

### **6.1.4 Part 4 –Bidder Experience**

The bidder is expected to provide a comprehensive understanding of the best practices related to implementations in project based heavy industries or Ship building from the past ERP solution implementation experiences. Bidders have to provide client details which are of similar nature to CSL business as per format in Form 15 of Annexure III with contact details to carry out a reference check. (List to be limited to 2 pages)

### **6.1.5 Part 5– Project Methodology and Project Governance**

The section should contain a description of how the bidder intends to implement the ERP solution at CSL. It should articulate in detail, as to how the bidder’s project methodology, technical teams, the management expertise and specific capabilities required for the project will be deployed to meet the requirements of CSL as specified in Volume I of this RFP. Project methodology should contain but not limited to following:

- a. Overall Implementation methodology: The methodology to be deployed by the bidder for the implementation of ERP solution at CSL needs to be elaborated to bring out the following factors clearly:
  - i. Objective of the phases in the methodology with detailed approach and deliverables.
  - ii. The mechanisms to ensure all the processes of CSL described in volume I-scope of work of this RFP and the requirement are implemented without any change in scope.

- b. Methodology to perform Hardware and Infrastructure estimation & sizing at CSL. Bidders should detail the phase involved in doing the estimation and sizing and should propose the optimum procurement strategy to meet the project dead line.
- c. Methodology and expertise in business design and process design. As elaborated in scope of work volume I of this RFP. (Limit the content for 2 pages)
- d. Methodology for Quality control and testing of the configured system. Bidder will detail the quality control procedure which will be followed in CSL during project implementation. Bidders will propose the testing strategy which will include objective, approach, and deliverables of each type of proposed testing methods (Limit the content for 2 pages).
- e. Methodology for training on proposed ERP solutions. Bidders will details the training approach, Project phase, and the objective of training to meet the requirement in volume I, section 6. (Limit the content for 2 pages).
- f. Detailed Project Plan as per the format given under Form 16 of Annexure III with comprehensive list of deliverables along with the timelines. The project plan should clearly indicate the project mile stones, the deliverables at these mile stones, and the closing points of these mile stones. (Limit the content for 2 pages).
- g. Methodology for internal acceptance and review mechanisms for deliverables by the bidders. The bidders are required to provide the details of the acceptance and review mechanisms which will be followed by the bidder during the project implementation as per the Form 17 of Annexure III. The bidder is required to provide details on the quality standards for each of the deliverables, the review and correction mechanisms for each of the deliverables, and the acceptance criteria for each of the deliverables. (Limit the content for 2 pages).
- h. Methodology and approach along with tools and processes provided for project management, data conversion and migration requirements or any other for the purpose of successful implementation at CSL. (Limit the content for 2 pages).
- i. Governance Mechanism covering Project Structure for Governance, management, escalation, and issue resolution. (Limit the content for 2 pages).
- j. Risk management & mitigation plan
- k. Mechanisms to monitor the project timelines. The key mile stones for CSL management review, for corrective actions, for giving go ahead for further actions and for payments.
- l. Format of Deliverables as follows but not limited to:
  - i. Business Design
  - ii. Test Strategy & Issue Logs
  - iii. Training manuals
  - iv. Hardware sizing report

- v. Cut over Strategy
  - vi. Data Migration Strategy
- m. Change control and estimation: Methodology and Recommendations / ownership for change control. If there is any requirement for additional work or changes in scope, the mechanism to assess the need for it and mechanisms to estimate the effort for such work limit the methodology to not more than 2 pages. The methodology should address at the least:
- i. Identification and validation of the nature of change
  - ii. Estimation of the effort required to carry out the change
  - iii. Identification of the expertise required to execute the change
  - iv. Escalation mechanism for change control

#### **6.1.6 Part 6 – Project Team and Resource loading**

- a. This part of the proposal should contain details of the team for implementation, and the profiles of the experts with highlights of their experience as relevant to this project.
- b. Bidders shall briefly describe the team roles and responsibility during the system integration. The profiles of resources mentioned in RFP volume 1 section, should be submitted in the format given under Form 18 of Annexure III.
- c. Bidders can propose any additional role and profiles as per their experience in the same format.
- d. Bidders should provide resource loading as per the format given in Form 19 of Annexure III. Replacement mechanism to bring in new members to the team due to attrition or any other reason, instead of the ones suggested in the proposal should be detailed.

#### **6.1.7 Part 7–Warranty Period and Operations & Maintenance Support**

The bidder should give an overview of the support methodology during Warranty period and O&M support with details such as: resource loading, the mechanisms for managing the support work at CSL, the mechanism for change management, scope management duly assessing the effort to address the changes in scope if any, assessing the expertise required to address these changes, and configuration control.

- a. A detailed bill of services offered in the warranty, operations and maintenance support as per the Form 20A & 20B of Annexure III.
- b. Team structure to deliver the services during the support and maintenance phase with escalation process.( Limit the methodology to not more than 2 pages)
- c. Resource loading during warranty period and O&M support phase as per the format in Form 21 of Annexure III.
- d. Methodology for Application Support (Limit the methodology to not more than 2 pages.)

- e. Methodology for Incident and Problem Management. Limit the methodology to not more than 2 pages.
- f. Methodology for Change / Release Configuration Management. Limit the methodology to not more than 2 pages.
- g. Methodology for Overall Service Level Management. Limit the methodology to not more than 2 pages.
- h. Methodology for Helpdesk Support. Limit the methodology to not more than 2 pages.

### 6.1.8 Part 8 - Optional Supplementary Information

Additional information directly relevant to the scope of services provided in the Volume I of the RFP may be submitted to accompany the proposal. In submitting additional information, please mark it as supplemental to the required response. However, this information will not be considered for evaluation purposes.

## 6.2 Evaluation Criteria

No	Evaluation Criterion	Max score
1.	<b>Functional Requirement as mentioned in the Annexure I</b>	<b>60</b>
	Each of the response points will be evaluated and the scores for all the requirements will be aggregated to arrive at Final score for functional requirements. The bidder would have to provide a solution for each requirement (Specifying which functionality and module will be used to meet the requirements) and no requirement response can be left blank / not provided.	
2.	<b>Reference Check of Project based Heavy Industries/Shipbuilding Implementations in India/Globally</b>	<b>10</b>
	All bidders would be evaluated on a percentile basis relative to the top scoring bidder and multiplied by the maximum score to arrive at the individual score for each bidder. Minimum two client reference checks will be carried out by the evaluation committee and the committee's scoring decision would be final. CSL will adopt any of the following process for reference check: Interview/Phone call/Site visit and personal discussion.	
3.	<b>Proof of Capability (POC) Demonstration</b>	<b>15</b>
	Demonstration date and venue will be specified within after the date of submission of bid to the eligible bidders. Bidder has to provide proof of capability to the evaluation committee and the committee's scoring decision would be final.	
4.	<b>Project Plan, Methodology, Governance, and Deliverables</b>	<b>5</b>
	<ul style="list-style-type: none"> <li>• Overall Implementation Plan</li> <li>• Implementation services resource loading</li> <li>• Hardware /Infrastructure estimation &amp; sizing</li> <li>• Training Methodology</li> <li>• Usage of Project Management Tools</li> <li>• List of Deliverables &amp; Details</li> </ul>	

No	Evaluation Criterion	Max score
	<ul style="list-style-type: none"> <li>Warranty and O&amp;M Support with Resource loading</li> </ul> Evaluation will be done based on appropriateness and sufficiency of response compared to all other bidder responses. All bidders would be evaluated on a percentile basis relative to the top scoring bidder and multiplied by the maximum score to arrive at the individual score for each bidder.	
5.	<b>Bidder Organizational Stability</b>	5
	<ul style="list-style-type: none"> <li>Bidder years of Experience In India No of Support centers in India</li> <li>Domain competency and focus</li> </ul> Evaluation will be done based on appropriateness and sufficiency of response compared to all other bidder responses. All bidders would be evaluated on a percentile basis relative to the top scoring bidder and multiplied by the maximum score to arrive at the individual score for each bidder.	
6.	<b>Proposed Project Team</b>	5
	<ul style="list-style-type: none"> <li>Project team profile</li> <li>Resource loading</li> </ul> Evaluation will be done based on appropriateness and sufficiency of response compared to all other bidder responses. All bidders would be scored on a percentile basis relative to the top scoring bidder.	
	<b>Total</b>	<b>100</b>

## 7. Price Bid & its evaluation

### 7.1 Price bid submission

The price bid proposal should be provided as per format provide in Form 22 of Annexure III price schedule, following instructions to be followed with due care.

- a. Total Cost of Ownership (TCO) will comprise of the following:
  - i. Cost of implementation services
  - ii. Cost of core ERP solution for 350 users till end of O & M period
  - iii. Cost of delivery of all other 3rd party software licenses (Except of core ERP licenses) required for successful implementation
  - iv. Cost of Post Go Live support/ stabilization for three months from the final go-live
  - v. Cost of one year warranty after post go-live stabilization
  - vi. Cost of one year Operation and maintenance contract for the ERP application
  - vii. Cost of training
  - viii. Cost of custom object development (500 nos). Additional customisations till the end of O & M period will be at the same rates as that of 500 custom objects.
  - ix. All taxes, duties and levies as applicable on the day of submission of price bids, net of credit if any, available to CSL.
- b. Bidder is expected to price all the items and services proposed in the Techno-Commercial Proposal using all the forms mentioned in Form 22 of Annexure III, including any items which are

not identified in the formats provided for successful implementation of the project and subsequent stabilisation, warranty and operations & maintenance in-line with SLA. The Price Proposal submitted by the Bidder should be inclusive of all the items in the bidding document and ensure that following elements are well taken care off:

- i. The bidder is required to bear the cost of movement of its people from its office to the Project sites.
  - ii. The bidder is required to ensure that the costing covers all the costs like cost of local travel, food, stay of the project team of the bidder.
  - iii. The costing covers all costs during project phase mentioned in Volume 1 of the RFP.
  - iv. Expenses for the senior executives to attend the review meetings or meeting of the steering committee should be borne by the bidder.
  - v. All the communication costs between the project team at the project sites and the CSL offices will be borne by the bidder.
  - vi. The costs incurred by the project team of the bidder for travel to the other offices and project sites of CSL, or its customers, partners' etc. for the purpose of the project will be borne by bidder himself.
  - vii. Office Facility such as Printer, Internet, PC with standard OS, phone and project office facility will be provided
- c. During technical evaluation in case of changes in "Scope of Work", all bidders will be given an opportunity to submit an addendum to original price bid if required so by the bidder.

## **7.2 Price bid Evaluation**

Price bids will be opened after technical evaluation for those bids which have secured at least 75 marks in the technical evaluation for arriving at the lowest bid.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If there is a tie on Price after scaling up as per the logic provided above, tie will be broken by the higher technical score. If there is a tie on the technical score and price both the tie will be broken by score of presentation.

## **8. Award of Contract**

### **8.1 Award Criteria**

- a. The lowest Total Cost of Ownership (TCO) shall be eligible for award of contract. If the Bid amount is the same for two Bidders then CSL will consider the bidder with higher Technical Score for awarding the contract.

### **8.2 CSL's Right to Accept or reject any or all Bids**

- a. CSL reserves the right to accept or reject any First (Original) or Updated bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby

incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for CSL's such action.

### **8.3 Notification of Award**

- a. Prior to the expiration of the period of bid validity, CSL will notify the successful bidder in writing by e-mail or registered letter or fax that its bid has been accepted. If the award is without qualification / condition the notification of award will constitute the formation of the Contract. If the award is made with some qualification / condition, then upon the bidder's acceptance of such qualification / condition the contract will be constituted.

### **8.4 Signing of Contract**

- a. After CSL notifies the successful Bidder that its bid has been accepted, and the selected Bidder has sent in his Letter of Acceptance, CSL shall facilitate signing of contract and shall provide the draft Contract agreement.
- b. The effective date of contract shall be the date of signing of contract

### **8.5 Performance Bank Guarantee (PBG)**

- a. Within thirty (30) days after the effective date of contract as specified in Contract Agreement, the successful bidder shall furnish the performance security (Performance Bank Guarantee) for an amount equivalent to 10% of the Contract Price in Indian Rupees, and in the form provided in Form 23 of Annexure III.
- b. Failure of the successful bidder to comply with these requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event CSL may make the award to the next lowest evaluated bidder or call for new bids.
- c. The Performance Bank Guarantee would be valid till end of O&M phase.

### **8.6 Transfer of Bid Document**

- a. Bidder who has purchased the Bidding documents is not permitted to transfer the Bidding Documents to any other party for submitting bids on its behalf. Similarly transfer of bids submitted by one bidder to another bidder is not permissible.

### **8.7 Compliance with Company Law**

- a. The Bidder must declare whether the proprietors/ partners of the firm/ Directors of the limited company have any relation with any director of CSL and if so, the details or the relation thereof must be furnished.

## **9. Payment Terms & Schedule**

### **9.1 Payment Schedule & Milestones**

The successful bidder will sign a Service Level Agreement (SLA) with CSL covering all the required services.

The payment schedule and milestones are divided into two phases:

- a. Implementation and Stabilization Phase
- b. Operations and Maintenance Phase

**Milestones and Payment Schedules for Implementation Phase**

S. No.	Payment Milestones for the Implementation phase	% Payment of Sub-total for Services Provided During Implementation Phase (Component A of Pricing Summary)
1.	M1:On Business Blueprint Sign off	15%
2.	M2:Testing and User Acceptance	15%
3.	M3: On Successful Go-Live	40%
4.	M4: Completion of Post Go-Live stabilization period and no critical/high severity issues open	10%
5.	M5:On Completion of Warranty Period	20%

**Milestones and payment Schedules for Operations and Maintenance Phase (Component B of Pricing Summary)**

The operations and maintenance phase is for a period of one (1) year post warranty period. The cost quoted for Operations and Maintenance Phase will be made in two installments upon satisfactorily adhering to the SLAs as defined in the volume 1 of this RFP. The successful bidder will be required to submit a compliance report at the end of every month and a consolidated compliance report at the end of 6 months based on which the payments would be made.

**10. General condition of the tender Document**

**10.1 Validity of the proposal**

- a. The proposal submitted shall indicate that it is a firm and irrevocable offer and shall remain valid for a period of not less than 180 days from the date of proposal submission.

**10.2 Publicity**

- a. Any publicity with regard to this response, future contract negotiations and/or subsequent installation, whether in the form of brochures, releases or verbal announcement, may be made only with the prior written consent of CSL.
- b. The bidder are not authorized to use CSL’s name, CSL’s logos, or any information about CSL in bidder advertising or promotional materials, including but not limited to customer lists, and case studies.

### **10.3 Cost of responses**

- a. The bidder shall be responsible for all costs incurred in connection with the preparation and submission of its response.
- b. CSL is not liable for any costs incurred by the bidder in responding to this RFP, conducting the product demonstration and final negotiations.

### **10.4 Discrepancies, omission and additional Information**

- a. The bidder is responsible for examining this RFP and all addenda. Failure to do so will be at the sole risk of bidder.
- b. This document describes CSL's tentative plans and if any point is unclear, it is the bidder's responsibility to ascertain the true facts and considerations to enable the bidder to properly respond to this RFP in a timely manner.
- c. Should the bidder find discrepancies, omissions, unclear or ambiguous content, or should any question arise concerning this RFP, bidder shall notify the CSL contact of such findings and/or questions as per the mentioned timeline for clarification of any queries with regards to this RFP.
- d. Should such matters remain unresolved by CSL prior to bidder's preparation of its response, such matters must be addressed in bidder's response.
- e. CSL is not responsible for oral statements made by its employees, agents, or representatives concerning this RFP.

### **10.5 Relationship to the Parties**

- a. Nothing herein shall be construed to create a partnership or joint venture by or between CSL and bidder or to make either the agent of the other.
- b. This request for proposal is not an offer by CSL, and other no contractual relationship exists between CSL and bidder on account of Bidders' receipt of this information, or its subsequent submission of a proposal.

### **10.6 Confidentiality**

- a. This request for proposal and all materials submitted by CSL for this purpose, must be considered confidential, and may not be distributed or used for any purpose other than the preparation of a response for submission to CSL.
- b. Disclosure of any part of the information contained therein to parties not directly involved in providing the services /products requested, could result in disqualification and/or legal action. When submitting confidential material to CSL, the bidder must clearly mark it as such.

### **10.7 Liquidated Damage**

- a. In case of delay in providing deliverables as per the scope of supply of ordered items beyond the stipulated delivery period, supplier is to pay Liquidated Damages (and not by way of penalty) a sum equivalent to ½% (half percent) per week or part of the week of the value of items delayed, subject to a maximum of 10% of the order value.

### **10.8 Risk Purchase**

- a. If the supplier fails to supply the service/ items /components/ project phase/ area of implementation ordered within the delivery period of the milestones as per Project plan or

violate any of the terms and conditions of the purchase order, CSL shall have the following rights:

- i. To terminate the contract with 15 days notice forfeiting the security deposit.
- ii. To initiate alternate procurement action at the risk and cost of the supplier

## 10.9 Jurisdiction

- a. All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Ernakulam, Kerala, India.

## 11. Forms & Documents - Check list

Following checklist has to be filled by bidder and to be submitted along with the bid response.

### 11.1 List of Forms

SI No	Form No	Description	Bid Ref Section & Page No	Remarks
1	1	Techno-Commercial Bid Submission Letter		
2	2	Deviation/Exclusion Statement		
3	3	Earnest Money Deposit		
4	4	Integrity Pact		
5	5	Request for Clarifications /pre-bid queries		
6	6	Authorization for attending bidding opening		
7	7a	Incorporation of the Firm, Legal entity		
8	7b	Declaration on Government Regulation		
9	7c	Financial Information of Bidder		
10	7d	Quality Assessment Details		
11	7e	Implementation Experience of bidder		
12	7f	ERP solution consultants & Domain Expert Information		
13	7g	ERP OEM Authorization to bid		

<b>SI No</b>	<b>Form No</b>	<b>Description</b>	<b>Bid Ref Section &amp; Page No</b>	<b>Remarks</b>
14	7h	ERP OEM Authorization to Solution offering		
15	7i	ERP OEM - Worldwide ERP user certification		
16	7j	ERP product reference for CSL		
17	7k	ERP OEM - Implementation Partner Information of ERP Product		
18	7l	OEM Information		
19	7m	ERP OEM Financial Information		
20	7n	OEM authorized Training & support centers Details		
21	8	ERP OEM Source Code Availability confirmation		
22	9	ERP OEM Undertaking of Patent Rights/copyright infringement		
23	10	Non Malicious code Certificate		
24	11	Commitment for POC demonstration of ERP Solution		
25	12	ERP OEM Commitment on End Usage of ERP Product		
26	13	Commitment from SI on Proposed Solution		
27	14	ERP solution bill of material		
28	15	Bidder Experience		
29	16	Proposed Project Plan		
30	17	Acceptance Mechanisms for deliverables in each Project Phase		
31	18	Profile of proposed Team		
32	19	Resource loading		

SI No	Form No	Description	Bid Ref Section & Page No	Remarks
33	20A	Bill of services for warranty		
34	20B	Bill of Services for Operations and Maintenance		
35	21	Resource loading during warranty and O&M support		
1	22	Price bid (Forms a –i)		
37	23	Bank Guarantee in lieu of Security Deposit/ Performance Guarantee		
38	24	Declaration by OEM on commitment to do performance testing		

## 11.2 List of Documents

SI No	Ref Section	Description	Bid Ref Section & Page No	Remarks
1	Volume II , Sec 4.14 b ii	The “Power of Attorney” in original or duly notarized		
2	Volume II , Sec 4.14 b iv	Signed copy of Tender Document (all pages to be signed & stamped).		
3	Volume II , Sec 4.14 b v	Un-priced copy of the price schedule clearly marking ‘YY’ wherever price is quoted, this part shall not contain any price at all.		
4	Volume II , Sec 5.2.1 a	General background of the bidder organization		

5	Volume II , Sec 6.2.1 a	Solution detail		
6	Volume II , Sec 6.1.2 b	Functional coverage of the solution		
7	Volume II , Sec 6.1.2 c	Technical coverage of solutions		
8	Volume II , Sec 6.1.2 e	Details of third party solutions		
9	Volume II , Sec 6.1.3	Functional Requirements Specifications – FRS response		
10	Volume II , Sec 6.1.5	Project Methodology and Project Governance		
11	Volume II , Sec 6.1.5 a	Overall Implementation methodology		
12	Volume II , Sec 6.1.5 b	Methodology to perform Hardware and Infrastructure estimation & sizing at CSL		
13	Volume II , Sec 6.1.5 c	Methodology and expertise in business design and process design		
14	Volume II , Sec 6.1.5 d	Methodology for Quality control and testing of the configured system		
15	Volume II , Sec 6.1.5 e	Methodology for training on proposed ERP solutions		
16	Volume II , Sec 6.1.5 g	Methodology for internal acceptance and review mechanisms		
17	Volume II , Sec 6.1.5 h	Methodology and approach along with tools and processes provided for project management, data conversion and migration requirements etc		
18	Volume II , Sec 6.1.5 i	Governance Mechanism covering Project Structure for Governance, management, escalation, and issue		

		resolution.		
19	Volume II , Sec 6.1.5 j	Risk management & mitigation plan		
20	Volume II , Sec 6.1.5 k	Mechanisms to monitor the project timelines		
21	Volume II , Sec 6.1.5 l	Format of Deliverables		
22	Volume II , Sec 6.1.5 m	Change control and estimation		
23	Volume II , Sec 6.1.7 b	Team structure to deliver the services during the support and maintenance phase with escalation process		
24	Volume II , Sec 6.1.7 d	Methodology for Application Support		
25	Volume II , Sec 6.1.7 e	Methodology for Incident and Problem Management		
26	Volume II , Sec 6.1.7 f	Methodology for Change / Release Configuration Management		
27	Volume II , Sec 6.1.7 g	Methodology for Overall Service Level Management		
28	Volume II , Sec 6.1.7 h	Methodology for Helpdesk Support		

### 11.3 List of Forms for Price Bid

SI No	Form No	Description	Bid Ref Section & Page No	Remarks
1	22	Form 22: Price Proposal & Pricing Summary		
2	22 a	ERP product user licenses (350 Named users)		

3	22 b	Implementation, Integration, Data Migration and Testing		
4	22 c	Custom object (500) development Cost		
5	22 d	Training & Change Management		
6	22 e	Cost of Post Go-Live Stabilization Services (3 Months)		
7	22 f	Cost of Post Go-Live Warranty Services (12 Months)		
8	22 g	Third party software		
9	22 h	Operations and Maintenance Cost		

# ANNEXURE III – FORMATS FOR BID SUBMISSION (SEPARATE DOCUMENT)