

Corrigendum for RFP for supply and Implementation of ERP at KMRL

REQUEST FOR PROPOSAL (RFP)
FOR

Supply and Implementation of ERP Solution In KMRL

RFP NO: KMRL/IT/AE(IT)2013/971

Corrigendum No: KMRL/IT/AE(IT)2013/972

Date: 17-07-2014

1. Section 1.7, Point 5 on Page No.20, to be reads as

“A contract with general terms and conditions to be signed with the successful bidder is part of the RFP document. The technical terms and scope of work will be added to this based on the RFP and the proposal of the successful bidder, at the time of execution”

2. Section 4.10, Page No. 65 and 66 “Suggestions on the Draft Contract” is deleted without changing the numbers of the subsequent sections.

3. Section 5.9 3, Point f on Page No. 84, to be read as

“The bidder qualifies the Bid with its own conditions which contradicts the terms and conditions of the RFP or the conditions in the contract”

4. Section 2.2 Point 9 on Page No. 22, to be read as

“Providing application support for one years after completing the implementation of the ERP Solution with an option for availing additional two years of application support with the same terms”

5. Section 2.7, point 6 on Page No. 26, “Operations of help desk and refresher training” is deleted.

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6. Section 2.8 Point 1 on Page No.27 “Help desk operations - Initial Response, Immediate telephonic response and support for usage related and other minor problems. Dial-in support for handling, minor bug fix” is deleted
7. Section 2.8 Point 2 on Page No.27, to be read as “Onsite/offsite support - On-site support for hand holding the users, onsite/offsite support for database recovery and data synchronization after crash, performance tuning, bug fix, update for all critical functions.
8. Section 2.8, Point 3 on Page No. 27, to be read as “Operational Support – On-site/offsite operational support after implementation”
9. Section 5.1 Point 14 a on Page No. 37, “Facilitate in setting up central help desk for any queries” is deleted
10. Section 5.1, Point 15 f on Page 37 “Help Desk” is deleted
11. Section 4.12 Point 7, on Page No. 67 is deleted.
12. Section 4.15, Page No. 70, Payment terms for implementation Services to be read as
Payment terms
 - a) A maximum of 10% of the Implementation Services shall be paid as mobilization advance on project kickoff on furnishing of an unconditional advance payment bank guarantee. The mobilisation advance will be recovered in three equal instalments from the subsequent milestone payments. The Advance payment guarantee at any point of time shall not be lower than 110% of the advance outstanding.
 - b) 15% of cost of implementation services shall be paid at the completion of project preparation phase.
 - c) 35% of cost of implementation services to be paid after completion of blueprint phase.
 - d) 35% of cost of Implementation services to be paid at the successful completion of realization phase.

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- e) 15% of cost of implementation services to be paid after one annual quarter of successful operation and successful completion of three months of user adoption services.
- f) The charges for support services will be paid quarterly in arrear.
- g) Advance payment bank guarantee shall be in the format *mutatis-mutandis* specified in clause 7 of the Commercial Proposal Formats (Performance Bank Guarantee)

13. Format 4 on Page No 154. "THE PAYMENT TERMS FOR ERP SOLUTION" is deleted.

14. Format 6 on Page No.158. "THE PAYMENT TERMS FOR IMPLEMENTATION SERVICES" is deleted.

15. Section 4.1 Point 1 a, Page No 54, please read it as

- a. The annual sales for each of the last three financial years (2011-12,2012-13, 2013-14 or 2010-11, 2011-12 and 2012-13, if the latest audited results are not published yet) should be at least Rs.100 crores from IT services business

Accordingly the response format 7. THE COMMERCIAL CRITERIA (Page No 119)., gets modified to include the above change

16. Explanation/clarifications on Project Management

Project management will be implemented only in Phase II as provided in the RFP since KMRL is presently not having any Project activities directly. The project construction and supervision is managed by DMRC on behalf of KMRL in terms of an agreement signed between the two parties. KMRL makes payment to DMRC alone and the contract/project management for metro construction is done by DMRC.

Section 3.4 on Page No.30 "Project Management" is deleted

17. Section 6.15, point 15, on Page No. 103, please read it as

"Commencement of Assignment: The SI shall commence the project within fifteen days of the date of the Agreement, or such other date as may be mutually agreed. If the SI fails to commence the

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assignment as specified herein, KMRL may cancel/terminate the LOA or the Agreement, as the case may be.”

18. Section 6.16, Point 2, on Page No. 103, Please read it as

Performance bank guarantee will be 10% on the contract value. After the successful completion of the implementation services 5% of the contract value will be released by KMRL after effecting any applicable deductions as per this agreement. Balance 5% will be retained as performance bank guarantee till the completion of the services as per this agreement. All incidental charges whatsoever such as premium, commission etc. with respect to the performance bank guarantee shall be borne by the bidder.

19. Form 5 – DECLARATION ON GOVERNMENT REGULATION on page no.117, be read as

We confirm that our company is not blacklisted in any manner whatsoever by Government of Kerala or any organization belonging to Government of Kerala, or any department of Government of India or any of the organizations, or public enterprises of Government of India which shall have a material adverse impact on our ability to enter into this contract or provide services as agreed upon.

20. Form 6 Company Information, on Page No.118, “Signed by the internal auditor of the company” should be read as

“Signed by auditor/Company Secretary/CEO/ CFO of the company”

21. The format 13, for Bid Security (EMD), on Page No.125, is replaced with the following format

FORMAT FOR BID SECURITY (EMD)

(Demand Guarantee)

Beneficiary: _____

Invitation for Bids No: _____

Date: _____

BID GUARANTEE No.: _____

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Guarantor: (Bank's Name and address, with branch details)

We, the Guarantor, have been informed that _____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) bidder tries to alter the Commercial Proposal or the Technical Proposals, with something which were not part of the proposals and which are in variance with the basic spirit and letters of the proposals, while signing the contract
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) bidder fails to get into a contract with KMRL as per the Commercial Proposal and the Technical Proposal submitted against this RFP, and all the commitments made during the evaluation process, or (ii) failure of the successful bidder to agree with the Terms and Conditions of the RFP, the terms as put forward by KMRL and/or the failure to present the Performance Bank Guarantee within the stipulated period and/or non-fulfilment of the condition of executing a contract.

This guarantee will expire:

- (a) if the Applicant is the successful bidder, upon the earlier of
 - (i) upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or
 - (ii) _____ (Expiry date)
- (b) if the Applicant is not the successful bidder, upon the earlier of
 - (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or
 - (ii) twenty-eight days after the end of the Bid Validity Period.
 - (iii) _____ (Expiry date)

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Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

The terms of this document/instrument will be governed by Indian law.

Notwithstanding anything contained herein above,

1. Our liability under this Bank Guarantee shall not exceed _____ (_____) only.
2. This Bank Guarantee shall be valid up to _____ ; and
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if any claim or demand is received by us in writing at this office by hand, by post or by courier, by close of banking hours, on or before _____, thereafter the bank will stand discharged of all its liabilities in all respect whether or not the original Bank Guarantee is returned to us.

Signature of a person duly authorized to sign on behalf of the Bank, with Seal of the Bank

Date:

22. The Annexure III-Contract, starting from Page No.8, is replace with the "The revised contract Terms" dated July 17, 2014, as attached with this corrigendum

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Addendum

1. KMRL has decided to use the services of any external agency for hosting the ERP solution. The services of such agency would include providing data center space, disaster recovery center services, connectivity and hardware for running the ERP solution. Accordingly the services of the SI get redefined in the applicable sections of the RFP.

2. The details of the biometric attendance system
The biometric attendance system used in KMRL is “eTime Tracklite” . Its data base is created using MS access with SDL server.