

Request for Proposal

**For Supply, Configuration, Installation and
Implementation of Enterprise Resource Planning (ERP)
based Business Solutions at The Cotton Corporation of
India (CCI)**

1. Pre Bid Meeting

Date: 8th October 2009; Time: 15:00 hrs; Place: CCI Head Office

2. Last Date of Submission of RFP

Date: 22nd October 2009; Time: 15:00 hrs; Place: CCI Head Office

3. Date of opening of Technical Bid

Date: 22nd October 2009; Time: 15:30 hrs; Place: CCI Head Office

4. Document Cost: Rs. 5,000 only

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RFP Schedule

Tender Document No.....

S.No	Event	Period	Date	Time	Venue
1	Floating of RFP	(T)	24 th September 2009	11:00 hrs	Through Website and Advertisement
2	Last date for Receiving Queries (Through Email and/or Letter)	(T) + 12 Days	6 th October 2009	18:00 hrs	CCI Head Office, Navi Mumbai
3	Date for Pre-Bid Conference	(T) + 14 Days	8 th October 2009	15:00 hrs	CCI Head Office, Navi Mumbai
4	Last date for Sale of Tenders	(T) + 27 Days	21 st October 2009	17:00 hrs	CCI Head Office, Navi Mumbai
5	Last Date and Time for Receipt of Bids	(T) + 28 Days	22 nd October 2009	15:00 hrs	CCI Head Office, Navi Mumbai
6	Date and Time of Opening of Technical Bids	(T) + 28 Days	22 nd October 2009	15:30 hrs	CCI Head Office, Navi Mumbai
7	Technical Presentation for eligible bidders	(T) + 35 Days (indicative)	29 th October 2009	TBD	CCI Head Office, Navi Mumbai

Disclaimer

All information contained in this Request for Proposal (RFP) provided / clarified are in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this RFP document, the interested firms shall satisfy itself that the document is complete in all respects. The information is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP Document is complete in all respects.

The Cotton Corporation of India (CCI), Navi Mumbai reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. CCI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application. CCI reserves the right to change/ modify/amend any or all of the provisions of this RFP document. Such changes would be posted on the website of CCI (<http://www.cotcorp.gov.in>) and Government Tender Portal at www.tenders.gov.in

Neither CCI nor their employees and associates will have any liability to any prospective Respondent interested to apply or any other person under the law of contract, to, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of CCI or their employees and Prime Applicant (PA)/Implementation Partner (IP)/ Consortium or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of the RFP process is confidential to CCI and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and contract have the following meanings:

- a. **“Applicable Law”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- b. **“Proposals”** means proposal submitted by PA/IP/Consortium in response to the RFP
- c. **‘Client’** means The Cotton Corporation of India (CCI).
- d. **“Committee”** means committee constituted by CCI for evaluation of Technical and Commercial Proposals submitted by the PA/IP/Consortium.
- e. **“Contract Price”** means the price payable to the PA/IP/Consortium under the Contract for the complete and proper performance of its contractual obligations.
- f. **“PA/IP/Consortium”**: Any legal entity wherein the Original Equipment Manufacturer (OEM) of the ERP application software will be referred as the Prime Applicant (PA); any legal entity who would customize and implement the ERP for CCI would be referred as Implementation Partner (IP) and the PA and IP put together would be referred as the Consortium
- g. **Single Point of Contact (SPOC)**: The Bidder (PA or IP) submitting the bid and undertaking the entire responsibility of successful completion of the entire project along with the AMC would be referred as the Single Point of Contact (SPOC).
- h. **“Contract”** means the Contract signed by the parties (CCI and Bidder) along with the entire documentation specified in the RFP.
- i. **“Day”** means Calendar day
- j. **“Effective date”** means the date on which the contract comes into force and effect.
- k. **“GCC”** means General Conditions of Contract, specified in Chapter IV of RFP

- l. **“ITB”** means Instructions to Bidders, specified in Chapter III of RFP
- m. **“IFP”** means Invitation for Proposals, specified in Chapter II of RFP
- n. **“Personnel”** means professional and support staff provided by the PA/IP/Consortium assigned to perform services to execute an assignment and any part thereof.
- o. **“ToR”** means Terms of Reference for the PA/IP/Consortium, specified in Chapter V of RFP.
- p. **“Services”** means the work to be performed by the PA/IP/Consortium pursuant to the contract to be signed by the parties in pursuance of any specific assignment awarded
- q. **“COTS”** shall mean Commercial - Off – The – Shelf software package
- r. **“Third Party”** means any person or entity other than the CCI and the PA/IP/Consortium.
- s. **“Maintenance”** shall mean and include ongoing production support and small software modifications, bug fixing, enhancements, online and onsite help, support services and adaptation to changed environments
- t. **“Project”** shall mean the Supply, Installation, services, Technical Requirements Specifications, Functional Requirements Specifications, testing, integration and commissioning of the Solution in accordance with the procedures, specifications and timelines set out in the Contract and Tender Document.
- u. **“Project Schedule”** shall mean the schedule submitted by the Bidder together with the Statement of Work
- v. **“Bidder” or “Respondent”** shall mean the SPOC (PA/IP/Consortium) and both the Prime Applicant (PA) and the Implementation Partner (IP) in case of a consortium.

Chapter I: Introduction

1.1 Preface

The Cotton Corporation of India Ltd (CCI) is a Government of India undertaking established in the year 1970 and is involved in Cotton Trading. The Corporation identifies itself as a trading organization involved in Purchase of Kapas (Raw Cotton), Conversion of Kapas to Cotton Bales by employing the services of Ginning & Pressing Factories, Selling of Cotton Bales to domestic buyers through Godown Storage Facility Sales and Cash & Carry Sales, Selling of Cotton Bales to International Buyers through the Kalamboli Godown and to Bangladesh through Kolkata Branch, Sale of Cotton Seeds obtained as a by-product during the conversion of Kapas to Cotton Bales.

CCI operates through a network of 18 branches and 250+ procurement centers and godowns/ warehouses spread across the country. The Corporation came into existence because of the volatile fluctuations that existed in supply, demand and prices in the 1970's by the Agriculture Price Commission. The objective to setup the Corporation was:

- To distribute Cotton among the various industry constituents;
- Control price fluctuations;
- Serve as a vehicle for canalization of all imports of the cotton.

As per the above directives, the Corporation's activities are two-fold:

- To provide support to farmers through Minimum Support Operations to prevent distress sale;
- To carry out commercial operations to garner revenue.

CCI also acts as the Nodal Agency for Front Line Demonstrations under the Mini Mission Mode-II of the Technology Mission on Cotton. Integrated Cotton Cultivation (Contract Farming) is another role which CCI plays in some cotton producing states. Contract farming will involve Corporate sector participation not only in extension services but also in making available quality inputs like seed, fertilizer etc. to the farmers to improve productivity and quality of Indian cotton.

The organization is keen to transform the existing method of functioning to a fully electronic system and there by

- Eliminate deficiencies within the organization
- Increase effectiveness and efficiency of the organization

1.2 Objective

The objective of the project is to improve CCI's competitive position through productivity improvements, cost savings and the provision of better service to customers by implementing an Enterprise Resource Planning (ERP) Solution at its Head Office (HO) and its Branch Offices (BO's) spread across the country.

The implementation of the business solution is for the following functionality:

- Finance and Accounts
- Human Resources/ Employee Self Services
- Payroll
- Marketing

In order to achieve the above, the following are necessary:

- Commercial - Of - The - Shelf (COTS)
- Customization (Blue Prints/ Workflows)
- Services components (one time + recurring)
- Enhances and Bug fixes
- Training
- Post Implementation services, which include onsite and online help needed to institutionalize the solution, as well as system support helpdesk.
- Warranty period for 1 year from the date of final acceptance of the solution and AMC period for 3 years.

As it is imperative to complete the assignment, (accomplishing the implementation, all acceptance tests, Training, Parallel and independent runs and Data Migration) as per the schedule mutually decided and go live in the next financial year, CCI will

- Collect all data required for the modules listed above and keep it ready in digital form prior to commencement of the parallel runs; and

Hence, CCI is issuing this **Request for Proposal (RFP)** for the purpose of selecting a suitable **PA/IP/Consortium** for procuring and implementing an Enterprise Resource Planning (ERP) Solution as mentioned above.

1.3 Content of Tender Documents

The functional & technical requirements, bidding procedures, evaluation methodology, and contract terms are prescribed in the tender document. The RFP document includes:

- Chapter I – Introduction
- Chapter II – Invitation for Proposals
- Chapter III – Instructions to Bidders
- Chapter IV – General Conditions of Contract
- Chapter V – Terms of Reference
- Chapter VI – Detailed Submittal Requirements (Followed by Annexure for bid submission)

Chapter II: Invitation for Proposals

This “Invitation for Proposal” is for acquiring, implementation and post implementation Maintenance/Support of ERP based integrated business solution for Finance & Accounts, HR & Payroll and Marketing Systems. Sealed offers (both Technical and Commercial) prepared in accordance with the procedures enumerated in this document should be submitted to:

Shri. R. K. Kedia (CGM - Finance), The Cotton Corporation of India, Kapas Bhavan, Plot 3-A, Sector 10, Post Box No. 60, CBD Belapur, Navi Mumbai 400 614.

On or before 22nd October 2009 by 15:00 hrs.

2.1 Due Diligence

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications and other information in this Tender Document. The bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. CCI shall at its sole discretion be entitled to determine the adequacy/ sufficiency of the information provided by the Bidder.

2.2 Cost of Bidding

The Bidder will bear all costs associated with the preparation and submission of its bid and CCI will in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.3 Clarification of Bidding Documents

CCI shall make best efforts to respond to any request for clarification of the Tender Document. Such requests are to be made in writing, sought in the pre-bid meeting on 8th October 2009. The requests for clarification should reach CCI atleast **two** days before

the pre-bid meeting. The response/clarification shall to the extent possible be made in writing. Further, minutes of the pre-bid meeting together with written copies of CCI's response if any shall be sent to all bidders those are present in the pre bid meeting and the same will also be reflected on the www.cotcorp.gov.in (CCI website) and www.tenders.gov.in website. CCI shall not be responsible for any delay including but not limited to any postal delays.

2.4 Amendment of Tender Document

At any time before the deadline for submission of bids, CCI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amending, modifying and/or supplementing the same.

Any amendments/modifications in the tender document would be displayed on the CCI website, and all such amendments shall be binding on the bidders without any further act or deed on CCI's part. In the event of any amendment, CCI reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

2.5 Cost of the RFP Document

The bidder can download from internet or obtain tender documents from CCI office (address mentioned below) upon payment of bid cost of Rs. 5,000/- only (Rupees Five Thousand Only). In case of download from internet (www.cotcorp.gov.in or www.tenders.gov.in), the bidder shall submit the same in the form of DD or cash or Pay Order (PO) issued by a scheduled banks except the co-operative banks along with the bid responses. In case of purchase from CCI office, the receipt shall be enclosed along with the bid responses. The DD/PO should be drawn on scheduled banks except the co-operative banks in favor of "The Cotton Corporation of India Ltd." payable at Mumbai .

The Cotton Corporation of India Ltd,

Kapas Bhavan', Plot 3-A, Sector 10,

Post Box No. 60, CBD Belapur,

Navi Mumbai – 400 614.

Tel: (022) 27579217 | Fax: (022) 27576069

2.6 Site Visit (s)

The bidder may wish to visit and examine the site (s) of the project and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the contract. The cost of visiting the site (s) shall be borne by the bidder.

No site visit (s) shall be scheduled after the prescribed date for submission of the bids.

Chapter III: Instructions to Bidders

3.1 Introduction

The section aims to provide guidelines/Instructions for Bidders, to be used while submitting the Proposals. These are generic in nature, but PA/IP/Consortium is required to abide by them during the currency of the Project.

3.1.1 Language of Bid

All Proposals and various documents related to these Proposals should be in English Language. All correspondence between CCI and the Bidders would also be in English Language. Supporting Documents and Printed Literature furnished by the Bidders may be in another Language provided they are accompanied by an accurate translation in English Language.

3.1.2 Contact Details

In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be addressed to only **Shri. R. K. Kedia (CGM – Finance)**. Proposers are specifically directed NOT to contact any other person apart from the one mentioned above in this RFP for meetings, conferences or technical discussions that are related to the RFP. Unauthorized contact will be cause for immediate rejection of the Proposer's RFP Response. Substantive questions will be dealt with in writing.

Copies of the RFP are available from CCI's Website at <http://www.cotcorp.gov.in> and Government Tender Portal at www.tenders.gov.in or by contacting **Shri. R. K. Kedia (CGM – Finance)** at **Tel: (022) 27579217 | Fax: (022) 27576069 Email: cgmfin@cotcorp.com** with the subject line reading 'RFP for Delivery, Configuration, Installation and Implementation of Enterprise Resource Planning (ERP) Software'.

3.1.3 Conflict of Interest

CCI requires that PA/IP/Consortium must provide professional, objective, and impartial advice and at all times hold CCI interests paramount, strictly avoid conflicts with other

assignments/jobs or their own corporate interests and act without any consideration for future work. In case the Bidders (PA/IP/Consortium) have any subsisting interest, either by themselves or through their partners, that is likely to conflict the work specified in the Scope of Work, they shall declare such interests as part of their proposal.

3.1.4 Validity of Proposals

Technical and Commercial Proposals shall remain valid for a period of 120 (One Hundred and Twenty) days after the date of Proposal opening prescribed in RFP. A Proposal valid for shorter period may be rejected as non-responsive. CCI may seek the PA/IP/Consortiums' consent to an extension of Proposal validity (but without the modification in Proposals).

3.1.5 Right to accept Proposal

CCI reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected PA/IP/Consortium or any obligation to inform the affected PA/IP/Consortium of the grounds for such decision.

3.1.6 Fraud and Corruption

CCI requires that PA/IP/Consortium bidding for this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuit (pursuance) of this policy, CCI:

- i. Defines, for the purposes of this provision, the terms set forth as follows:
 - a. **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of CCI official by any personnel of PA/IP/Consortium in procurement process or in contract execution.
 - b. **“Fraudulent practice”** means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to the detriment of CCI, and includes collusive practices among the bidders (prior to or after Proposal

- submission) designed to establish bids at artificially high or non-competitive levels and to deprive the CCI of the benefits of free and open competition;
- c. **“Unfair trade practices”** means supply of services different from what is ordered on, or change in the Scope of Work which was given by the CCI in Chapter V.
 - d. **“Coercive practices”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- ii. CCI will reject a proposal for award, if it determines that the PA/IP/Consortium recommended for award has engaged in corrupt, fraudulent, unfair trade practices or coercive practices.
 - iii. CCI will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent, unfair trade and coercive practices in competing for, or in executing, the contract.

3.2 Clarifications and amendments of RFP document

3.2.1 RFP Clarifications

During Technical and Commercial evaluation of the Proposals, CCI may, at its discretion, ask PA/IP/Consortium for clarifications on their proposal. CCI will give only one chance to the PA/IP/Consortium to refurnish the document(s) pertaining to Part B of Qualification Criteria set out in section 3.3 (page 22) in this RFP.

3.2.2 Amendments in RFP

At any time prior to deadline for submission of proposal, CCI may for any reason, modify the RFP. The prospective PA/IP/Consortium having received the RFP shall be notified of the amendments through e-mail/website and such amendments shall be binding on them.

3.3 Qualification of the Bidder and Proposed Solution

The Bidder (PA or IP) submitting the bid would be referred as the Single Point of Contact (SPOC) and the successful completion of the entire project along with the AMC would be SPOC's responsibility.

- SPOC has to fulfill Part A of the criteria's along with the supporting documents. Any of these document if found missing, the bid would be liable for rejection.
- Both PA and IP have to fulfill Part B of the criteria's along with the supporting documents.
- The supporting documents submitted under Part A and Part B would conclude the eligibility of SPOC and other bidder

The supporting documents for Part A and Part B are as mentioned below:

Part A: Eligibility Criteria for SPOC (7 Mandatory criteria's)

Sr. No	Particulars for SPOC	Documents to be submitted by SPOC
1	Bid Cost	Cash or Demand Draft/Pay Order issued by a scheduled bank except co-operative bank
2	EMD	Demand Draft/Pay Order issued by a scheduled bank except co-operative bank
3	Manufacturers Authorization Letter (MAF)	On the OEM's letter head
4	Certificate of Incorporation	Authenticated copy of the document
5	Power of Attorney	Power of Attorney authorizing a person signing the bid documents
6	Address Proof	Electricity, telephone bill; Property Tax receipt or any other government accepted address proof. Address proof should be in the name of the company only
7	PAN, Service Tax and PF Code	Authenticated copies of each

Part B: Other eligibility parameters for PA and IP both inclusive. (CCI may ask to refurnish the documents to conclude the eligibility)

Sr. No.	Particulars/Parameters	Prime Applicant (PA)	Implementation Partner (IP)	Documents Required
1	Black listed Companies	Should not be in the “Blacklist (Banned list)” released by the Government of India or any other Government body	Should not be in the “Blacklist (Banned list)” released by the Government of India or any other Government body	Self attested letter by PA, IP and each member of consortium on their letterhead (s) respectively.
2	Sub-contracting	No further subcontracting would be allowed unless and until they are disclosed during the bid submission and approval of the same is subject to CCI’s acceptance	No further subcontracting would be allowed unless and until they are disclosed during the bid submission and approval of the same is subject to CCI’s acceptance	-----
3	Annual Turnover	Annual turnover should be at least Rs. 200 crores (or equivalent amount in any foreign currency) in each of the past two financial years consecutively. Associated Services	Should have a minimum annual turnover of Rs. 50 Crores (or equivalent amount in any foreign currency) of their Software development	Audited Financial (AF) results for pervious 2 financial years. In case AF results for FY 08-09 are not available then both PA and IP to submit AF results for FY 06-07 and FY 07-08. Also fill in the

Sr. No.	Particulars/Parameters	Prime Applicant (PA)	Implementation Partner (IP)	Documents Required
		(for example: Consulting, Software maintenance/support, Custom development etc) could also be counted as a part of this	practice in each of the past two financial years.	details in Form I of Annexure 11.
4	Net Profit	Should have registered net profit during each of the past two financial years	Should have registered net profit during each of the past two financial years	Audited Financial (AF) results for pervious 2 financial years. In case AF results for FY 08-09 are not available then both PA and IP to submit AF results for FY 06-07 and FY 07-08. Also fill in the details in Form I of Annexure 11.
5	ERP Experience, Prior Experience	Should have a minimum of 5 years of experience in design and development of ERP Solutions Should have successfully executed at least two ERP projects of a minimum value of	Should have a minimum of 5 Years of experience in design, development, customization and implementation of ERP Solutions At least one project should have been	Both PA and IP should submit: Project Description with budget, dates, project completion certificates (from the client for these two projects) and reference names of concerned officials

Sr. No.	Particulars/Parameters	Prime Applicant (PA)	Implementation Partner (IP)	Documents Required
		Rs.1 crores each in the last five financial years preferably involved in Commodity Trading, Procurement, Storage & Sales and Logistics etc Out of the above two projects, at least one should have been executed by the bidding consortium. The projects should have been done in multiple site locations, preferably pan India. Out of these two projects, at least one should be undertaken for Central Government / State Government / PSU / Government Undertaking	executed by the bidding consortium. The projects should have been done in multiple site locations, preferably pan India.	and financial value of projects performed. In case the project completion certificate given by the client doesn't contain PA and IP's name together, PA may produce a "Self Attested" certificate (duly signed by the authorized signatory) on PA's letterhead stating that the said IP has worked with him previously in the specified project.

Sr. No.	Particulars/Parameters	Prime Applicant (PA)	Implementation Partner (IP)	Documents Required
6	Certifications	Valid Certification of ISO 9001:2000	Valid Certification of CMMi (level 5)	Authenticated copy of certificate(s) to be attached by both PA and IP
7	Number of Employees	Should have a minimum of 100 employees having experience in design and development of ERP application.	Should have a minimum of 50 employees having experience in implementing ERP application.	Response duly signed by authorized signatory or the head of HR of both PA and IP per Form II (Annexure - 11)

3.4 Overview of Bidding Process

All evaluation will be carried out by CCI as detailed below:

3.4.1 Preliminary Scrutiny

CCI will prepare a list of firms based on the compliance to all the terms and conditions of the tender. The Bidders failing to fulfill the Part A of the Qualification Criteria (as mentioned in Section 3.3) will be straight away rejected and no further chance would be given to the bidders to refurnish the supporting documents pertaining to this Part A. Please refer the checklist (Annexure 13) of Part A for easy perusal.

The list of supporting documentation as mentioned under Part B of the Qualification Criteria (as mentioned in Section 3.3) would be assessed for bidders those who are qualifying the Part A of the Qualification Criteria and CCI would give only one chance to refurnish the documents pertaining to this Part B in case the required supporting documents are found to be missing/unreadable/inappropriate or any other reason.

The decision of CCI will be final in this regard.

3.4.2 Evaluation of Technical bids

The technical proposals will be opened on the mentioned date in this RFP. The Technical Bid will be examined by the evaluation committee on the basis of responsiveness to the scope of work, applying the evaluation criteria and points system specified.

- a. **Proposal Presentations:** The committee will invite the eligible bidders (those who qualify both the Part A and Part B as per section 3.3) to make a presentation to CCI at a suitable date, time and location determined by the CCI. The Proposal presentation should be given by IP with the complete support from PA. The purpose of such presentations would be to allow the bidders to present their proposed approach to the committee and the key points in their proposals.

- b. Depending on the evaluation methodology mentioned in point (c), each Technical Bid will be assigned a technical score (TS) out of a maximum of 100 points. The bidders, who score a Technical score of more than or equal to **70**, will qualify for the evaluation of the commercial bid.
- c. Weightage assigned during Technical Evaluation to each of the above-mentioned Steps are as follows:

S.No (1)	Parameter (2)	Marks Awarded after normalization to 100 (3)	Weightage (4)	Total Marks considering the weightages (5)=(3)X(4)
1	Responses to Functional Specifications		20%	
2	Responses to Technical Environment		10%	
3	Implementation Approach		15%	
4	Technical Presentation		10%	
5	Structured Walkthrough		10%	
6	Reference Installations		5%	
7	Details of Bidder Supplied Training		10%	
8	Details of Documentation		5%	
9	Responses to Support Questionnaire		10%	
10	Details of Bidder User Group		5%	
	Total		100%	

Each response of above mentioned parameters will be rated in the scales (details are mentioned in the next sections) and then the respective scores of each parameter will be normalized on a scale of 100. Final technical evaluation will be done based on the weighted scores.

3.4.3 Evaluation of Responses to Functional Specifications

Responses as provided by Respondents against the Functional Specifications of CCI would be evaluated using following Evaluation Criteria:

Priority of Functionality	Bidder's Response	Assigned Marks
Essential	Fully Provided "Out-of-the-Box"	10
	Configuration Required	7
	Customization Required	3
	Not Available	0
	Third Party Software Required	0
Desirable	Fully Provided "Out-of-the-Box"	7
	Configuration Required	5
	Customization Required	3
	Not Available	0
	Third Party Software Required	1
Nice to Have	Fully Provided "Out-of-the-Box"	3
	Configuration Required	2
	Customization Required	1
	Not Available	0
	Third Party Software Required	1

3.4.4 Evaluation of Responses to Technical Environment

Responses as provided by Respondents against the Technical Requirements of CCI ([Annexure-2](#)) would be evaluated by the Bid Evaluation Team of CCI using a scale of 1 to 5 for each Response.

3.4.5 Evaluation of Responses to Support Questionnaire

The aim of Support Questionnaire ([Annexure-4](#)) is to ensure that CCI's Requirements (as stated in but not limited to Sub-Section 5.5.5) pertaining to On-Going Support is adequately addressed. Responses as provided by Respondents against the Support Questionnaire would be evaluated by the Bid Evaluation Team of CCI using a scale of 1 to 5 for each Response.

3.4.6 Evaluation of Details of User Group

All Respondents should provide details of their User Group via the format enclosed as **Annexure-5**. Responses as provided by Respondents would be evaluated by the Bid Evaluation Team of CCI using a scale of 1 to 5 for each Response.

3.4.7 Evaluation of Details of Training

Respondents must ensure that CCI's Training Requirements (as stated in but not limited to Sub-Section 5.4.4) are adequately addressed via the Details as provided via format contained in **Annexure-6**. Responses as provided by Respondents would be evaluated by the Bid Evaluation Team of CCI using a scale of 1 to 5 for each Response.

3.4.8 Evaluation of Details of Documentation

Respondents must provide the details of all the documentation that would be provided to CCI via format contained in **Annexure-7**. Responses as provided by Respondents would be evaluated by the Bid Evaluation Team of CCI using a scale of 1 to 5 for each Response.

3.4.9 Evaluation of Implementation Approach

Respondents must provide the details of their Implementation Approach via format contained in **Annexure-8**. Responses as provided by Respondents would be evaluated by the Bid Evaluation Team of CCI using a scale of 1 to 5 for each Response.

3.4.10 Presentations

Eligible respondents (those who qualify as per section 3.3) will be asked to make presentations at CCI Premises or at mutually convenient and agreed site. These presentations should cover cases of installations of the software in an environment similar to CCI's. The presentations will also give the Evaluation Committee an opportunity to clarify issues arising out of the review of Respondent's Response to this RFP. CCI shall not be under any obligation to bear any part of the expenses incurred by the Bidder for the presentations. The Presentation given by Respondents would be

evaluated by the Bid Evaluation Team of CCI using a scale of 1 to 5 for each of the sub-parameters covered in the presentation.

3.4.11 Evaluation of Reference Installations

Bidders should provide a minimum of 2 Reference Installations where each component/module of the proposed system has been installed. These users should preferably be from Commodity Trading, Procurement, Purchase, Storage & Sales and Logistics, having operations similar to CCI and have similar application, scope and be users of the specific software modules and versions proposed. All the details of reference sites requested for should be provided along with names and contact details of persons who will be available for discussion. CCI may contact these users to obtain any information on the solution and implementation and Respondents will co-ordinate with the reference sites and arrange the visits on request from CCI. The results of this evaluation shall form a crucial input for selection of the preferred solution. A maximum of 100 marks could be awarded.

3.4.12 Structured Walkthrough

This stage involves the Respondents constructing a Pilot of the System for the review of CCI. This stage would provide the team to evaluate the proposed solution in a 'near to real life' environment. The objective of the Structured Walkthrough is to:

- Demonstrate the Solution in real life scenario
- Understand software solution's features in greater detail
- Understand software solution's fit to CCI's requirements

The preferred approach (e.g., on-site demonstration at CCI Office) for the structured walkthrough would be agreed with the Respondents. Respondents are expected to communicate the requirements for conducting this exercise in advance to CCI. CCI shall not be under any obligation to bear any part of the expenses incurred for the Structured Walkthrough. This would be evaluated by the Bid Evaluation Team of CCI using a scale of 1 to 5 for each of the sub-parameters covered in the structured walkthrough.

3.4.13 Evaluation of Commercial Bids

The Commercial Bids of only those technically qualified bidders as per point b of clause 3.4.2 will be opened for commercial evaluation as per the Evaluation Criteria mentioned below:

- a. The prices should be all inclusive of Taxes and Out of Pocket Expenses (OPEs).
- b. All the taxes and other levies indicated in the Price Bid will be added for the Price Bid evaluation.
- c. The Total Value of the Price bid shall be arrived based on the total value quoted by the Bidder including Part A and Part B as per Annexure 9.
- d. The list of Bidders will be ranked in ascending order (i.e.) Bidder who quoted the lowest price (L1) will be ranked first and so on.

3.4.14 Final Negotiations and Award of Contract

At the completion of the selection process, CCI may enter into negotiations with the selected Bidder to identify any needed revisions to the proposal, both technical and commercial. As per the evaluation criteria specified above in this Tender Document, selection of the Successful Bidder will be made and such Bidder may be called for negotiations for improvement of Terms of Reference and Scope of Work and commercial terms. The final contract must stipulate that the Bidders software specified will satisfy the functions as stated in the RFP. CCI reserves the right to award the contract, based on initial offers received or otherwise, without discussion and without conducting any further negotiations. Further, the selected Bidder may not reassign any award made as the result of this RFP, without prior written consent from CCI.

3.5 Documents Constituting the Bid

The bid prepared by the Bidder shall comprise of the following components. The bids not conforming to the requirements shall be summarily rejected.

3.5.1 Technical Bid

The Technical Bid will comprise of a Cover Letter, Bid Proposal Sheet, Performance Statement, Details of Software Development & Maintenance Facilities, Hardware

specifications, incremental IT infrastructure in general, Project Staffing Plan, Undertaking, a detailed bill of materials with specifications and RFP cost receipt or DD/PO if downloaded from internet. Please note that no price schedule should be indicated in the Technical Bid and shall only be quoted in the Commercial Bid. Failure to comply with the same may result in the rejection of the Bid.

3.5.2 Commercial Bid

The PA shall submit the commercials obtained from the IP in the prescribed format (Cover Letter and Price Schedule, duly completed in accordance with **Annexure 9**) in a sealed cover which shall be stamped and sealed in another cover by the PA. The PA shall submit along with the technical proposal after stamping on both the envelopes (Technical and Commercial) individually.

3.5.3 Earnest Money Deposit (EMD)

EMD should be furnished in accordance with Clause 3.5.7

3.5.4 Undertaking

An undertaking from SPOC stating the compliance with all the conditions of the Contract and Technical Specifications of the Bidding Document will be required since no deviation will be acceptable to CCI.

3.5.5 Bid Prices

3.5.5.1 Prices in the Price Schedule

The Bidder shall quote price in clear terms. Break up should abide by the Format for Commercial Bid. The rates quoted should be inclusive of VAT and all other taxes.

All prices shall be for delivery of services at CCI's premises up to the satisfaction of CCI or their representatives (if any). The aggregated price should be quoted in words also.

The Commercial Bids should strictly conform to the formats to enable evaluation of bids and special care may be taken that the bids having any hidden costs or conditional costs will be liable for rejection.

3.5.5.2 Separation of Price Components

The price components furnished by the Bidder will be solely for the purpose of facilitating the comparison of bids by CCI and will not in any way limit CCI's right to negotiate on any of the terms offered.

3.5.5.3 Fixed Price

Prices quoted by the Bidder shall be fixed and no variation will be allowed under any circumstances during the entire period of the project. **No open-ended Bid shall be entertained and the same is liable to be rejected straightaway.** Price quoted shall be inclusive of all taxes and duties.

3.5.6 Bid Currency

Prices shall be quoted in Indian Rupees (INR).

3.5.7 EMD

3.5.7.1 Amount of EMD

The bidders must submit, along with their Bids, an EMD of Rupees Ten Lakhs Only (Rs. 10 Lakhs), in the form of Demand Draft (DD)/ Pay Order (PO) issued by a scheduled bank except co-operative bank in favor of **"The Cotton Corporation of India Ltd., Mumbai"** and can be held till the Performance Guarantee comes into effect.

3.5.7.2 Currency of EMD

The EMD shall be furnished in Indian Rupees (INR).

3.5.7.3 Requirement of EMD

The EMD is required to protect CCI against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Clause 3.5.7.6

3.5.7.4 Discharge of EMD of Unsuccessful Bidder

Unsuccessful Bidder's EMD will be discharged / returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by CCI, pursuant to Clause 3.5.8

3.5.7.5 Discharge of EMD of Successful Bidder

The successful Bidder's EMD will be adjusted against the Performance Guarantee upon the Bidder signing the Contract, pursuant to Clause 3.5.8 and Clause 3.5.21

3.5.7.6 Forfeiture of EMD

The EMD can be forfeited if a Bidder

- Withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form or
- Does not accept the correction of errors pursuant to Clause 3.5.18.2 or
- In case of the successful Bidder, if the Bidder fails
 - To sign the Contract in accordance with Clause 3.5.20.2 or
 - To furnish performance guarantee in accordance with Clause 3.5.21

3.5.8 Period of Validity of Bids

3.5.8.1 Validity Period

Bids shall remain valid for 120 days after the date of bid opening prescribed by CCI, pursuant to the RFP schedule mentioned in this document.

3.5.8.2 Extension of Period of Validity

In exceptional circumstances, CCI may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. The EMD provided under Clause 3.5.7 shall also be suitably extended. A Bidder may refuse the request without forfeiting the EMD. A Bidder granting the request will not be permitted to modify his bid.

3.5.9 Format and Signing of Bid

3.5.9.1 Number of Copies of Bid

The Bidder shall submit Hard Copy in **one original** and **one copy** of the **Technical Bid** separately, clearly marking each "**Technical Bid – Original**" and "**Technical Bid –**

Spare Copy", as appropriate. In the event of any discrepancy between them, the original shall prevail. The Bidder shall prepare **only one original** of **Commercial Bid**, clearly marking it as "**Commercial Bid – Do not open with Technical Bid**". All the pages of the bids submitted have to be serially numbered.

To facilitate evaluation of proposals, **2 CD-ROMs** must be submitted containing the entire contents of the proposal along with the **Functional Requirement Specifications (FRS - in Microsoft Excel format)**. Applicants should ensure that all Electronic Files contained in these CD-ROM are clearly identified with SPOC's Business Name and follow exactly the same Conventions as set forth in the Hard Copies of the Proposal.

3.5.9.2 Authentication of Bid

The original and all copies of the Bid Document shall be type written in indelible ink and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including pages where entries or amendments have been made. All the pages of the proposal (both technical and commercial) should be serially numbered.

3.5.9.3 Validation of interlineations in Bid

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

3.5.10 Sealing and Marking of Bids

3.5.10.1 Enclosing of Bid

The original and one copy of the Technical Bid shall be placed in lacquer sealed envelopes clearly marking each "**Technical Bid – Original**" and "**Technical Bid – Spare Copy**", as appropriate. The Commercial Bid shall be placed in separate lacquer sealed envelope clearly marking it as "**Commercial Bid – Do not open with**

Technical Bid". The inner envelopes shall then be placed in an outer envelope, which shall also be appropriately lacquer sealed.

To facilitate evaluation of proposals, **2 CD-ROMs** must be submitted containing the entire contents of the proposal along with the **Functional Requirement Specifications (FRS - in Microsoft Excel format)**. Applicants should ensure that all Electronic Files contained in these CD-ROM are clearly identified with SPOC's Business Name and follow exactly the same conventions as set forth in the Hard Copies of the Proposal.

SPOC shall submit the commercials in **Hard Copy only** in the prescribed format (Cover Letter and Price Schedule, duly completed in accordance with Annexure 9) in a sealed cover duly considering the cost of ERP licenses and the cost of customization, implementation etc of the ERP

3.5.10.2 Address for Submission of Bids

The bid/proposal may be submitted by the PA or IP. The inner and outer envelopes shall along with 2 CD-ROMS

- Be deposited in the tender box marked as IT placed on 6th floor of CCI and has to be addressed to Shri. R. K. Kedia (CGM – Finance) at the following address

The Cotton Corporation of India Ltd,
Kapas Bhavan', Plot 3-A, Sector 10,
Post Box No. 60, CBD Belapur,
Navi Mumbai – 400 614.
Tel: (022) 27579217 | Fax: (022) 27576069
Email: cgmfin@cotcorp.com

- Shall bear the following identification: -

**“Supply, Configuration, Installation and Implementation of
Enterprise Resource Planning (ERP) based Business Solutions”**

Tender Reference: -

“Do not open before 22nd October 2009.”

In addition to the above, the inner envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

All the Bids shall be submitted within the timelines mentioned in the document at the above mentioned address. Bids submitted late will be rejected.

3.5.10.3 Responsibility of Bidder

If the outer envelope is not lacquer sealed and marked as required by the Clause 3.5.10.1 and Clause 3.5.10.2 CCI will assume no responsibility for the Bid's misplacement or premature opening.

3.5.11 Rejection of Bid

The Bid Document shall be submitted in the form of printed document. Bids submitted by Telex, fax or email shall not be entertained. Any bid not secured in accordance with Clause 3.5.7.1 to 3.5.7.3 mentioned above, shall be rejected by CCI, without any further correspondence, as non-responsive. Any condition put forth by the bidder not conforming the bid requirements shall not be entertained at all and such bid shall be rejected. **Bidders failing to fulfill or producing any supporting documentation in lieu of Part A of Qualification Criteria (as mentioned in Section 3.3) will be straight away rejected.**

3.5.12 Deadline for Submission for Bids

3.5.12.1 Last date for Submission

The Bids (both Technical and Commercial) must be received by CCI, at the address specified under Clause 3.5.10.2, not later than 22nd October 2009 (As per the RFP schedule mentioned in this document). In the event of the specified date for the submission of Bids being declared a holiday for the CCI, the Bids will be received up to the appointed time on the next working day.

3.5.12.2 Extension for Last date for Submission

CCI may, at its sole discretion, extend this deadline for submission of bids by amending the bid documents in accordance with Clause 3.5, in which case all rights and obligations of CCI and Bidders previously subject to the deadline will thereafter be subject to the new deadline.

3.5.13 Late Bids

Any bid received by CCI after the deadline for submission of bids prescribed by CCI, pursuant to Clause 3.5.12, will be summarily rejected. CCI shall not be responsible for any postal delay or non-receipt /non-delivery of the documents. No further correspondence on this subject will be entertained.

3.5.14 Modification and Withdrawal of Bids

3.5.14.1 Written Notice

The Bidder may modify or withdraw its Bid after the bid's submission, provided that CCI receives written notice of the modification clearly setting out the changes made in the modified Bid, or withdrawal, before the expiration of deadline prescribed for submission of Bids.

3.5.14.2 Signing and Marking of Notice

The Bidder's modification or withdrawal notice shall be prepared; lacquer sealed, marked and dispatched in accordance with the provisions of Clause 3.5.10 with the outer and inner envelopes additionally marked "MODIFICATION" and "WITHDRAWAL" as the case may be. A duly signed withdrawal notice may also be sent by fax or post so as to reach the designated office before the expiration of deadline for submission of bids.

3.5.14.3 Last Date for Notice

No bid may be modified subsequent to the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the bid form. Withdrawal

of a bid during this interval may result in the Bidder's forfeiture of its EMD, pursuant to Clause 3.5.7.6.

3.5.15 Opening of Technical Bids

3.5.15.1 Opening of Bids

CCI will open all Technical Bids (except those received late), in the presence of Bidders' representatives who wish to attend the Technical Bid opening as per the RFP schedule. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for CCI, the Bids shall be opened at the appointed time and location on the next working day.

3.5.15.2 Announcement of Bids

The Bidder's names, Bid modifications or withdrawals and the presence or absence of the checklist that covers the mandatory Part A of Qualification Criteria (as mentioned in section 3.3) and such other details will be announced at the time of bid opening. No bid shall be rejected at bid opening, except for late bids.

3.5.15.3 Bids Not Considered For Evaluation

Bids that are not in compliance with the mandatory criteria under Part A of Qualification Criteria (as mentioned in section 3.3) would be rejected and shall not be considered for further evaluation, irrespective of the circumstances.

3.5.16 Opening of Commercial Bids

3.5.16.1 Opening of Bids

Commercial Bids will be opened and compared after the technical evaluation has been completed for those Bidders who's Technical Bids reach the minimum standard needed for the task.

3.5.16.2 Announcement of Bids

The Commercial Bids will be opened, in the presence of Bidder's or their representatives who wish to attend the Commercial Bid opening on date and time to be communicated to all the technically qualified Bidders. In the event of the specified date of Bid opening being declared a holiday for CCI, the Bids shall be opened at the appointed time and location on the next working day.

The Bidder's representatives present at the Commercial Bid opening shall sign a register evidencing their attendance.

The name of Bidder, bid prices, total amount of each Bid, EMD, discount, etc. shall be announced by the CCI at the Commercial Bid opening.

3.5.17 Clarification of Bids

To assist in the evaluation, comparison and an examination of bids, CCI may, at its sole discretion, ask the Bidder for a clarification of its bid including breakdown of unit rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, CCI reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder

CCI may also ask the PA/IP/Consortium to refurnish the document(s) pertaining to Part B of the Qualification Criteria set out in section 3.3 (page 22) in this RFP.

3.5.18 Preliminary Examination

3.5.18.1 Completeness of Bids

CCI will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid Documents are substantially responsive to the requirements of the Tender Document.

3.5.18.2 Rectification of Errors

Arithmetical errors will be rectified on the following basis: -

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- If there is a discrepancy between the rates in words and figures, the rate in words will govern. If the supplier does not accept the correction of errors, his bid will be rejected and his EMD may be forfeited.

3.5.18.3 Rejection of Bid

A bid that does not meet all pre-qualification criteria or is not responsive or not fulfilling 70% of the total technical evaluation shall be rejected by CCI and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation by the Bidder. Bidders failing to fulfill or producing any supporting documentation in lieu of Part A of Qualification Criteria (as mentioned in Section 3.3) will be straight away rejected.

3.5.19 Award of Contract

3.5.19.1 CCI's right to accept any Bid and to reject any Bid or all Bids

Notwithstanding anything stated herein, CCI reserves the right to accept full or part of the Bid or reject any Bid, and to cancel/annul the bidding process and reject all Bids at any time before the award of the Contract, without assigning any reason and thereby without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidder's of the grounds for CCI's action/decision.

3.5.20 Notification of Award

3.5.20.1 Notification to Bidder

The Bidder whose Bid has been accepted shall be notified of the award by the CCI prior to the expiration of the period of validity of the proposal, by registered letter or by fax. This letter (hereinafter the "Letter of Acceptance") shall state the sum that CCI shall pay the Bidder in consideration of the execution, completion and maintenance of the work

as prescribed by the Contract (hereinafter the “Contract Cost”) in accordance with Payment Terms. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance to enter into the Contract within five (5) days from the receipt of the Letter of Acceptance.

3.5.20.2 Signing of agreement

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and CCI shall promptly and in no event later than 7 working days from the date of acknowledgement of the Letter of Acceptance, sign the Contract. This shall be subject to the furnishing of the Performance Guarantee as stated in clause 3.5.21 herein below. CCI shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract. The signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

The entire responsibility of the successful execution of the entire project along with the AMC will be SPOC’s responsibility and CCI will enter into an agreement with the SPOC.

3.5.20.3 Discharge of EMD

Within a period of 5 working days from date of the acknowledgement of the Letter of Acceptance, the successful Bidder shall deliver to the CCI a Performance Guarantee as stated in Clause 3.5.21 herein below. Upon the furnishing of the Performance Guarantee by the successful Bidder, CCI shall notify the other Bidders that their Bids have been unsuccessful and shall discharge the EMD to unsuccessful Bidders pursuant to Clause 3.5.7.4

3.5.20.4 Expenses for the Contract

All incidental expenses of the execution of the Contract shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the CCI.

3.5.20.5 Failure to abide by the Contract

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without

prejudice to the rights of CCI with such penalties as specified in the Bid Document and the Contract.

3.5.21 Performance Guarantee (PG)

IP will submit the PG. In case if PA and IP are same, then PA will submit the PG.

3.5.21.1 Period for Furnishing Performance Guarantee

Within five (5) working days of the receipt of the acknowledgment of the Letter of Acceptance from CCI, the successful Bidder shall furnish a Performance Guarantee for an amount equivalent to **10%** of the Contract Cost in accordance with the conditions of the Contract, in the form of a Bank Guarantee or Demand Draft or Pay Order from a Scheduled bank, except co-operative bank drawn in favor of **“The Cotton Corporation of India, Ltd”** payable at Mumbai. If such Performance Guarantee is in the form of a Bank Guarantee, then such Bank Guarantee shall be in a form acceptable to the CCI. The EMD submitted earlier (pursuant to clause 3.5.7) by the successful Bidder shall be adjusted against the Performance Guarantee and the such Performance Guarantee shall be retained by the CCI till the end of the Term as defined in the Contract.

3.5.21.2 Annulment of Award

Failure of the successful Bidder to comply with pre-qualification criteria, evaluation criteria and other terms and conditions set out in the Tender Document shall constitute sufficient ground for the annulment of the award of Contract and forfeiture of the EMD, in which event CCI may make the award to the next lowest evaluated Bidder or call for new bids.

3.6 Disqualifications

CCI may at its sole discretion and at any time during the evaluation of Proposal, disqualify any PA/IP/Consortium, if the PA/IP/Consortium have:

- a. Submitted the Proposal documents after the response deadline;
- b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- c. Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- d. Failed to provide clarifications related thereto, when sought;
- e. Submitted more than one Proposal (comprising of same Prime Applicant individually or in case of a consortium, Prime Applicant and Implementation Partner);
- f. Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted.
- g. Submitted a proposal with price adjustment/variation provision.

Chapter IV: General Conditions of Contract

4.1 Relationship between the Parties

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the 'CCI' and 'the PA/IP/Consortium'. The entire responsibility of the successful execution of the entire project along with the AMC will be SPOC's responsibility and CCI will enter into an agreement with the SPOC. Accordingly the SPOC shall have complete charge of personnel and Consortium, if any, performing the services subject to this contract under this project from time to time.

4.2 Standards of Performance

The PA/IP/Consortium shall perform the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The PA/IP/Consortium shall always act in respect of any matter relating to this contract as faithful advisor to CCI. The PA/IP/Consortium shall always support and safeguard the legitimate interests of CCI, in any dealings with the third party. The PA/IP/Consortium shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The PA/IP/Consortium shall conform to the standards laid down in RFP in totality.

4.3 Delivery and Documents

The PA/IP/Consortium shall submit all the deliverables on due date as per the delivery schedule. The PA/IP/Consortium shall not without the CCI prior written consent disclose the Contract, drawings, specifications, plan, pattern, samples to any person other than an entity employed by CCI for the performance of the Contract. In case of termination of the Contract, the entire document used by PA/IP/Consortium in the execution of project shall become property of CCI.

4.4 Intellectual Property Rights

No services covered under the Contract shall be sold or disposed by the PA/IP/Consortium in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The PA/IP/Consortium shall indemnify the CCI from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the PA/IP/Consortium, CCI shall be defended in the defense of any proceedings which may be brought in that connection.

4.5 Assignment

The PA/IP/Consortium shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without the CCI's prior written consent.

4.6 Payment Schedule

The payment will be made by CCI to the SPOC (as per section 3.3 of this RFP) given. The SPOC will be paid consultancy fee as a percentage of the contract value as per the schedule given below:

Project Milestone	Percentage of payment (initial cost of implementation) to be released
Part A: Pre-Implementation	
1. On successful completion and approval by CCI of Initial Process Study and submission of project blue print (comprising of ERP,	5%

Project Milestone	Percentage of payment (initial cost of implementation) to be released
Hardware and Networking requirements)	
2. On successful completion and approval by CCI of “To Be” Process Documents	5%
3. On successful completion and approval by CCI of Cross functional process test	10%
4. On successful completion and approval by CCI of Independent and parallel runs of all the modules	15%
5. On successful completion and approval by CCI of Final module-job specific training	15%
6. System Go-Live in the identified department(s) and branches	15%
7. On approval by CCI of system documentation	15%
8. During the Warranty Period of 1 year after the successful completion of the implementation	Balance 20% in 4 quarters @ 5% per every quarter

Project Milestone	Percentage of payment (initial cost of implementation) to be released
Part B: Post Implementation	
1. AMC per year (After completion of 1 year warranty) 2. Solution Support per quarter 3. Training per trainee	Will be paid as equal installments on quarterly basis on completion of the quarter

4.7 Suspension

CCI may, by written notice to PA/IP/Consortium, suspend all payments to the PA/IP/Consortium hereunder if the PA/IP/Consortium fails to perform any of its obligations under this Contract including the carrying out of the services, provided that such notice of suspension

- a. Shall specify the nature of failure.
- b. Shall request the PA/IP/Consortium to remedy such failure within a period not exceeding thirty (30) days after receipt by the PA/IP/Consortium of such notice of failure.

4.8 Termination

Under this Contract, CCI may, by written notice terminate the PA/IP/Consortium in the following ways

- a. Termination for Default for failing to perform obligations under the Contract or if the quality is not up to the specification or in the event of non adherence to time schedule.
- b. Termination for Convenience in whole or in part thereof, at any time. CCI reserves the right to elect:
 - i. To have any portion completed at the work order and /or the Work Order terms and prices; and /or
 - ii. To cancel the remainder and pay to the agency an agreed amount for partially completed Services.
- c. Termination for Insolvency if the PA/IP/Consortium becomes bankrupt or otherwise insolvent.

4.9 Taxes and Duties

The commercial proposal shall be inclusive of all taxes, duties and OPEs.

4.10 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Mumbai. In case of any dispute or difference arising out of or in relation to this Agreement, same will be referred to arbitration of an Arbitrator (other than the employee of the Corporation) to be appointed by the Director (Finance) of the Corporation and whose decision shall be final and binding upon the Bidder and the Corporation. The Arbitration will be governed by Arbitration & Conciliation Act '1996.

4.11 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of

the party to whom the communication is addressed, or when sent to such party at the address mentioned in the Contract Agreement.

4.12 Limitations of Liabilities

- a. Either party will accept liability without limit. For death or personal injury caused to the order party by its negligence or the negligence of its employees acting in the course of their employment;
 - i. Any other liability which by law either party cannot exclude.
 - ii. This does not in any way confer greater rights than what either party would otherwise have at law
- b. The Contract does not contemplate any consequential, indirect, loss profit, claim for tort or similar damages of any form to be paid by the PA/IP/Consortium to CCI or any other organizations
- c. Notwithstanding anything to the contrary contained in this Contract, in no event will the PA/IP/Consortium be liable to CCI, whether a claim be in tort, contract or otherwise; for any amount in excess of 100% of the total professional fees payable for the respective Project provided that this limitation shall not apply to any obligation of PA/IP/Consortium to indemnify to CCI with respect to intellectual property right infringement.
- d. No action regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has accrued

4.13 Progress of the Project

The PA/IP/Consortium would be required to intimate the progress of the project to CCI in a frequency and manner prescribed by CCI in consultation with the PA/IP/Consortium after the award of Contract.

4.14 Miscellaneous

- a. The end product of the work assignment carried out by the PA/IP/Consortium, in any form, will be the sole property of CCI.
- b. In the event the PA/IP/Consortium's Company or the concerned Division of the company is taken over / bought over by another company, all the obligations under the agreement with CCI, should be passed on the compliance by the new company new division in the negotiation for their transfer.

4.15 Penalty

The delivery of project is scheduled within 12 months (as per the schedule mentioned in the table below) from the date of award and removal of any glitches within the warranty period of 12 months from the date of final implementation of ERP. The warranty period will be of 12 months, which will start from the date of final implementation of ERP. If the project final implementation gets delayed i.e. not completed within 12 months from the date of award due to lapses on the part of the PA/IP/Consortium, then PA/IP/Consortium will be liable for the penalty as under :

- a. Deduction of 0.50% of total value of the contract for per week delay. Subject to maximum deduction of 10% of the total value of the contract.

Sr. No	Activity	Tentative schedule of Completion (month wise)
Year 1		
1	On successful completion and approval by CCI of Initial Process Study and submission of project blue print (comprising of ERP, Hardware and Networking requirements)	Within 1 Month
2	On successful completion and approval by CCI of Cross functional process test	Within 6 Months
3	On successful completion and approval by CCI of Independent and parallel runs of all the modules	Within 9 Months
4	On successful completion and approval by CCI of Final module-job specific training	Within 11 Months
5	System Go-Live in the identified department(s)	Within 11 Months

	and branches	
6	On approval by CCI of system documentation	Within 12 Months

Chapter V: Terms of Reference

5.1 Background

Cotton Corporation of India Ltd. (CCI), a Government of India undertaking, involved in Cotton Trading wishes to improve its competitive position through productivity improvements, cost savings and the provision of better service to customers by implementing an Enterprise Resource Planning (ERP) Solution at its Head Office (HO) and its Branches spread across the country and hence is issuing this **Request for Proposal (RFP)** for the purpose of selecting a suitable **PA/IP/Consortium** for procuring and implementing an Enterprise Resource Planning (ERP) Solution.

The purpose of this RFP is to enable Respondents in communicating details, specifications and cost of their Offerings in accordance to the Scope of Work (with Functional Specifications as desired from the ERP Solution) specified in this document.

5.2 About Cotton Corporation of India (CCI)

CCI is a wholly owned Government company established in the year 1970. The Corporation identifies itself as a trading organization involved in:

- Purchase of Kapas (Raw Cotton);
- Conversion of Kapas to Cotton Bales by employing the services of Ginning & Pressing Factories;
- Selling of Cotton Bales to domestic buyers through Godown Storage Facility Sales and Cash & Carry Sales;
- Selling of Cotton Bales to International Buyers through the Kalamboli Godown and to Bangladesh through Kolkata Branch;
- Sale of Cotton Seeds obtained as a by-product during the conversion of Kapas to Cotton Bales.

CCI operates through a network of 18 branches and 250+ procurement centers and godowns/ warehouses spread across the country.

The Corporation came into existence because of the volatile fluctuations that existed in supply, demand and prices in the 1970's by the Agriculture Price Commission. The objective to setup the Corporation was:

- To distribute Cotton among the various industry constituents;
- Control price fluctuations;
- Serve as a vehicle for canalization of all imports of the cotton.

A definite role was assigned to the Corporation in the Textile Policy, 1985, which was reiterated in the New National Textile Policy, 2000 except that the last stated function being no longer relevant as exports of cotton being placed under Open General License (OGL) thereby dispensing with release of export quotas. However, Corporation is purchasing cotton to fulfill its export commitments as under:

- To undertake price support operations, whenever the market prices of Kapas touch the support prices announced by the Government without any quantitative limit;
- To undertake commercial operations only at CCI's own risk;
- To purchase cotton to fulfill the export quotas allotted to it.

As per the above directives, the Corporation's activities are two-fold:

- To provide support to farmers through Minimum Support Operations to prevent distress sale;
- To carry out commercial operations to garner revenue.

Cotton Corporation of India also acts as the Nodal Agency for Front Line Demonstrations under the Mini Mission Mode-II of the Technology Mission on Cotton. Integrated Cotton Cultivation (Contract Farming) is another role which CCI plays in some cotton producing states. Contract farming will involve Corporate sector participation not only in extension services but also in making available quality inputs

like seed, fertilizer etc. to the farmers to improve productivity and quality of Indian cotton.

5.3 Vision, Mission and Objectives of CCI

5.3.1 Vision of CCI

CCI has twin visions and they are:

- a. Rendering help to the cotton farmers by way of social services
- b. Endeavoring to attain commercial gain by sustained growth of the Corporation.

5.3.2 Mission

The Mission of CCI is to:

- Helping cotton farmers by ensuring them remunerative price for their produce and thereby protect their interest.
- In the case of support price operations, procuring the entire quantity of kapas offered to prevent distress sale by the farmers.
- Facilitating the Indian Textile Industry in sourcing their raw material requirement i.e. good quality, contamination free cotton for production of quality yarn to meet international competition.
- Being the implementing agency for Mini Missions III and IV of Technology Mission on Cotton (TMC), to bring improvement in the marketing infrastructure of cotton and in the quality of ginning and pressing of cotton through modernisation and technological upgradation of existing ginning and pressing factories in the country.
- Supplementing the efforts of the Ministry of Agriculture in achieving higher production and productivity of cotton and improvement in its quality by involving ourselves with the activities of Mini Missions II of TMC through CCI's extension programmes and developmental activities.

5.3.3 Objectives

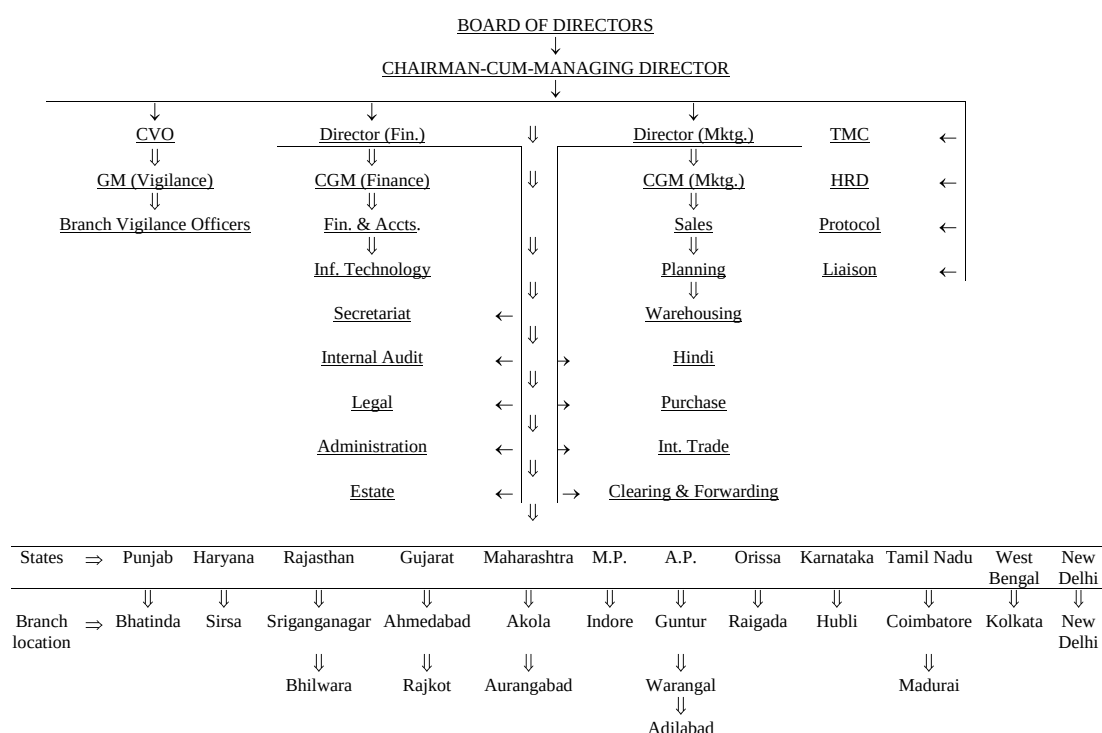
Extending necessary marketing support to the cotton growers in selling their Kapas produce at most competitive prices in the various market yards in all cotton growing States through timely intervention – beginning from day one of the Kapas arrivals till the end of season, procurement operations spread over more than 225 market yards in the country.

5.4 Organization Structure

The Corporation is a wholly owned Government of India Company registered under the Companies Act, 1956 and functions under the administrative control of Ministry of Textiles. All its affairs and activities are controlled and directed by its Board of Directors. The Board of Cotton Corporation of India includes the Managing Director, Functional Directors and part time Directors as well as non-official directors.

Apart from various sections at Corporate Office level, the core activities of the organization are carried out through a network of Branch offices located in various cotton growing states as also in states having cluster of textile mills located over there.

The Organizational Chart of the Corporation is as represented below:



5.4.1 Sections/ Departments at CCI

In order to facilitate the roles and functions of the Corporation, the Corporation has separated different departments to carry out its activities across the Head Office and Branches.

The various sections at Head Office are as under:

1. Purchase Section
2. Domestic Sales Section
3. Export Sales Section
4. Clearing and Forwarding Section
5. Planning, Extension and Statistics Section
6. Human Resource Development Section
7. Finance and Accounts Section
8. Secretarial Section
9. Administration Section
10. Protocol Section

11. Estates Section
12. Information Technology Section
13. Legal Section
14. Hindi Section
15. Vigilance Section
16. Internal Audit Section
17. Kalamboli Godown

5.4.2 Background

Cotton Corporation of India has been using the power of Information Technology to improve the organizations efficiency, productivity and the ability to make informed-decisions. The usage of computers in the organization has not been limited to the Head Office but has also been extended to the Branches across the country. The key applications running at Head Office and Branch Offices are:

- Financial Accounting System;
- Marketing System;
- Payroll System

However, the applications have become redundant and have minimum capabilities. Duplication of work exists to a large extent as there is no integration between the applications running at Head Office, Branches and procurement centers. A bulk of the activities related to marketing, finance and HR are carried out manually.

5.4.3 A Brief on CCI Operations

5.4.3.1 People

Cotton Corporation of India has approximately 1119 employees across India including 192 employees at the Head Office. The employees are spread across the HO, Branches (approx. 427), Procurement Centers and Godowns/Warehouses (approx. 500).

CCI has a few departments where the officers monitor the various operations carried out by the Corporation. A brief description of the activities carried out by these officials are as follows:

The Vigilance Officer is responsible to take steps for Preventive Vigilance through surprise checks/ inspections and other means such as surveillance etc. He also investigates various complaints/cases of corruption, misconduct, malpractices, irregularities etc. on the part of Officers/Staff Members.

An Internal Auditor at HO and Branches visits the purchase centers and godowns during the purchase season to check the operational activities of the Centre, so that the guidelines laid down by Centre are being followed. He audits the quarterly/annual accounts and statements of Branches/Head Office. The Auditor follows up the compliance of audit observations and rectification with the concerned departments. The Auditor carries out concurrent audit of the branches and Head Office on financial, operational and systems aspects and submits monthly audit reports to the head of the internal audit department at Head Office by 10th of next month.

The officials at Legal Department at the HO are required to attend the Court to verify plaints, written statements, Petitions, applications, Memorandum of appeals and all other papers of all kinds in respect of any legal proceedings in which the Corporation is interested and to file them in the Court. The official also takes part in the arbitration for or against the Corporation in Mumbai

A Line-In-charge ensures that all the activities at the Procurement Centre are carried out as per the laid down procedures and instructions from Branch Office and Head Office. Through planned visits to centers under his jurisdiction, the Line-in-charge is responsible for bringing efficiency and better functioning of all the activities at the centre through constant supervision, checks, controls and coordination as also regular feedback to Branch Office.

A procurement Centre is headed by a Centre-in-charge whose main responsibility include several activities like:

- Participating in the auctions that are held at APMC yards to buy Kapas;
- Obtaining offers from the parties for sale of cotton seed;

- To ensure proper heaping, grading, ginning of kapas and pressing of bales, insurance etc.

A Factory-in-charge is also assigned to look after the processing functions, maintenance of records, ensuring proper storage of Kapas at the factory. He has to ensure the correct weightment of kapas, cotton seed, F.P. Bales & Misc. items. He is also expected to look after inward/outward movement of stocks at factory and proper loading/unloading of stocks. Factory-in-charge also ensures the deployment of labour at various processing points as per the agreement of the labour contract. He has to ensure full coverage of Insurance of all stocks lying at the Ginning factory.

Godown In-Charges are responsible to look after the stock that is placed in the Godowns. His responsibilities include from ensuring the receipt of bales in good condition to correct weightment of bales, to ensuring full coverage of insurance for stocks at the Godown etc. He is responsible for documenting and storing/dispatch of bales.

5.4.3.2 Process

CCI being a trading organization trades in purchase of Kapas and selling of Cotton Bales and Cotton Seed. The sale of the cotton bales is to the private mill owners and Government.

The decision on the purchase of Kapas is taken in the P&S Committee (Procurement & Sales Committee) which meets twice a day (Morning and evening). In the morning P&S committee decisions are taken on the quantity of Kapas to be purchased and the ceiling rate is circulated to the branches and procurement centers. The procurement-in-charge (also known as centre-in-charge or centre head) at a procurement centre is assigned the task to purchase Kapas from the APMC yards. The purchase of Kapas is through an auction. The bidding of Kapas is done based on parameters like Mic value, moisture content, lint content, variety, grade and other factors.

5.4.3.2.1 Purchase Operations

The Purchase of Kapas is carried-out under two circumstances based on instructions received from the Head Office- Minimum Support Price Operations and Commercial Operations.

- Since 1970, as a premier organization in Public Sector and engaged in marketing of cotton, CCI acts as a role model in the procurement of kapas (seed cotton) through open auction, conducted by the APMCs in the notified market yards.
- The CCI officials attend these auctions from the day one of the arrivals and remain present throughout the season till arrivals last in the markets.
- Regular presence as well as purchases by CCI in these markets helps in creating a competitive environment to the advantage of cotton farmers in realizing price commensurate with quality of their kapas produce.
- All kapas quantities are purchased in the open auction and in competition with other traders and mills under close supervision of APMC Officials.
- Around 270 centers are operated in different cotton growing States, and over the years, CCI has been able to generate a confidence among the cotton growers who invariably insist for the presence of CCI representative in the kapas auctions.
- All these purchases are made either under Minimum Support Price operations or under commercial operations.

5.4.3.2.2 Minimum Support Operations

- For every crop year, Government of India fixes a Minimum Support Prices (MSP) for the basic two varieties viz. J-34 (Rajasthan) and H-4 (Maharashtra). The MSP for other varieties are then fixed by the Office of the Textile Commissioner, Mumbai, depending upon quality differentials and market differentials of different varieties from the two basic varieties.

- As and when kapas prices of any variety touch the level of MSP, CCI as a Nodal Agency of Government of India, resorts to immediate market intervention and makes purchases of kapas at MSP without any quantitative limits.
- The MSPs of different varieties are fixed for FAQ grade kapas stipulating minimum quality parameters on staple length and micronaire value. Since total kapas arrivals in the market yards, do not match the prescribed parameters of FAQ grade, Corporation allows purchases of three stages below FAQ grade kapas by making suitable deductions as per quality parameters.
- This helps the cotton farmers in selling their kapas produce under MSP operations and avoid distress sales. Corporation keeps itself ever ready to meet the eventualities of support price operations in all the cotton growing States.

5.4.3.2.3 Commercial Price Operations

- CCI undertakes viable commercial operations entirely at its own risk, for supply of cotton to mills in the domestic market. The purchases of kapas under commercial operations are also made through auctions conducted by the APMCs in the notified market yards.
- The commercial operations of the Corporation are basically dovetailed to indents to meet immediate demand from the mills under institutional sector as well as private sector.
- CCI Officials operate in the market in competition with other buyers including private trade and mills, by paying competitive prices for purchases of kapas from the cotton growers.
- For the benefit of the cotton growers, CCI makes purchases at all the nominated APMCs during the season so as to stabilize the cotton prices in the interest of cotton farmers.
- The prices paid by CCI are not only higher than the support prices but very much at par with the prevailing market prices

- In addition to this, purchases are made simultaneously for all grades of kapas so that cotton farmers can sell their produce without any difficulty and realize the sale price commensurate with the quality of their produce.

Even though the commercial operations are undertaken depending upon its commercial viability, still it helps the interest of the cotton growers through stabilization of kapas prices.

5.4.3.2.4 Ginning & Pressing

For the Ginning and Pressing (G&P) Operations, the purchased and heaped Kapas is cleaned of foreign material and then converted into Fully Processed (FP) Bales (based on whether the mill is a TMC/ Non-TMC based one). The bales so produced, are packed and weighed. The bales are stored in the mill godown and are always covered under insurance.

Once the bales are pressed and ready, the Branch is intimated about its status. Based on requests received from Head Office, these bales are then shipped under Domestic Sales or International Sales. The shipping of the bales is through a list of empanelled transporters which is updated from time-to-time.

The selection of G&P mills is carried out through tendering at the head office. The mills are identified based on whether they are TMC or Non-TMC based and other facilities it can offer. The Mill owners are then invited for negotiations. If the factory is a Non-TMC based one/ does not offer all facilities, then relevant deductions are made and intimation is sent to the mill owners. If the owners accept the terms and conditions, they are empanelled for all the pressing and ginning operations under that region.

5.4.3.3 Domestic Sales

- The Corporation is a trading organization and deals in one commodity exclusively i.e. cotton.

- The main activity is to procure raw cotton, process the same in ginning & pressing factories and to sell the lint cotton in form of FP bales to Domestic Mills at competitive prices.
- The Corporation sells cotton to about 200 Domestic Mills comprising of big, medium and small spinning units in 2 forms i.e. presales service and post sales services.
- The activities involved in domestic sales are as under:
 - The indicative sale prices for various grades/varieties are fixed daily by a High level Committee constituted under the Chairmanship of Director (Marketing) at Head Office;
 - The sale quotes are fixed on day-to-day basis based on the prices quoted by private ginnerers and other competitors as well as price trend in the international cotton market for similar varieties (with the help of Cotlook magazine, International Cotton Advisory Committee (ICAC) and East India Cotton Association)
 - The sale quotes are fixed based on quality parameters such as staple length, micronnaire value etc.
 - A high level Purchase & Sales Committee under the Chairmanship of CMD on day-to-day basis decides about the individual offers received for transactions for acceptance, countering or rejection.
 - Corporation renders the services to its domestic mill buyers in two forms viz., pre-sales service and post-sale service.
 - Under pre-sales services, Corporation gives regular feed back on demand & supply position, quality appraisal of cotton available, likely price scenario etc., to its buyers.
 - The sales quotes are intimated to its regular buyers from Head Office as well as through branches, besides placing on CCI website on day-to-day basis.
 - Cotton samples of all varieties are provided to the concerned buyers on regular basis to enable the receipt of offers through its branches as well as HO.

- As soon as the offers are confirmed, the concerned buyers are informed about the same and contracts are raised by procurement branches.
- Follow up is made by the Procurement Branches with the mills for Earnest Money Deposits (EMDs) and for arranging selection of bales by the buyers.
- Corporation extends Godown Storage Facility to its regular and selective buyers to reduce the transit time for the bales to be moved from spot to mills and also to plan better bale-to-bale management for producing good quality yarn.
- On receipt of payment from buyer mills, arrange for issuance of delivery orders within 24 hours.
- The bales are delivered at spot to the authorized transporter/representative of the buyer after carrying out 100% bale-to-bale weighment.
- LC facility is extended to the mill buyers on request, including LC discounting facility.
- Ensure timely issuance of invoices, debit notes in favour of buyer mills.
- Timely receipts of 'C' form from the concerned buyers are obtained.
- On fulfillment of the contractual obligations, party's accounts are settled and refund of excess amount, if any, is made.

5.4.4 GSF Sales

Godown Storage Facility (GSF) is offered to few selected buyers from CCI. Under this facility, the Cotton bales are stored in the buyer's godown and are released as and when the payment received by CCI. The ownership of bales rests with CCI. CCI also undertakes its insurance charges. Under GSF, a buyer is given a grace period within which he has to pay for the lifted bales. If he fails to pay the required amount, carrying charges are to be levied on him and he may be opted out by CCI for GSF facility in future.

5.4.5 Cash & Carry Sales

Under Cash & Carry sales, the buyers pay for the bales and lift it from the compound. If the bales are not lifted then, the carrying charges are levied on the buyer.

5.4.5.1 International Sales

- The main activity is to procure raw cotton, process the same in ginning and pressing factories and to sell the lint cotton in form of FP bales to Domestic Mills in the country and overseas buyers as per availability of stocks.
- In consonance with the indicative quality parameters, consistency in quality is the hallmark of its export supplies.
- Overseas buyers or their authorized agents have a distinct opportunity of inspecting the quality of cotton at spot before approval as also before shipment of cotton bales.
- All cotton bales are packed with high quality grey cotton cloth as per BIS standards with special 50" length to ensure full coverage of cotton bales including top and bottom. High quality grey cloth used for packing is distinctively better than the cloth material generally used by trade.

Due to its All-India network and bulk kapas purchases, CCI could offer bulk quantities of any variety/grade of cotton. After processing of kapas, the cotton bales are stored scientifically in CWC/SWC godowns for proper up-keep and preservation of quality with no fear of any kind of damage.

5.4.6 Technology

CCI uses a number of separate systems that perform the core functions independently at each unit in all functional areas. The Information Systems (IS) at CCI supporting the core business functions are loosely integrated, and technologically require updation because of limitations in their capabilities. Additionally, there are many redundant unit level systems that are not compatible with the core systems.

CCI has an Information Technology infrastructure consisting of around 250 Personal Computers, one Sun server, one Mail Server, out of which the Sun Server, Mail Server and approx. 85 PCs are located in the Head office at Navi Mumbai and the rest of the PCs

are located in eighteen different branches throughout India. It also includes 5 servers running under Novell NetWare/Windows Sever located in different branches. Each Branch and all sections at Head Office have been provided adequate numbers of Hardware and Software to make the maximum data available in electronic form.

The key applications running at HO and BOs are:

- Financial Accounting System;
- Marketing System;
- Payroll System

The platform used at HO is Oracle 10g/Oracle forms and reports 10g and BO's is Visual Foxpro/Foxpro. There is no integration between the applications running at H.O. and BOs.

5.5 Scope of Work

5.5.1 Supply of ERP Solution

CCI desires to procure and implement an ERP Solution which will streamline all activities and processes at CCI across all Departments. CCI plans to address both, business and technology needs, through this Solution. Further, the ERP Solution should take into account the Technical Environment ([Annexure-2](#)) and Functional Specifications ([Annexure-3](#)) as desired by CCI to the extent possible.

5.5.2 Configuration and Customization

As stated previously, any ERP Solution for CCI will need to meet the business and technology objectives of CCI and also should take into account the Technical Environment and Functional Specifications as desired by CCI. To the extent the ERP Solution does not achieve these prerequisites – it will need to be appropriately configured to the satisfaction of the CCI Core Team formed specifically for this purpose. In this regard, PA/IP/Consortium will need to carry out the following activities:

- Understand current business processes and MIS reporting requirements of CCI
- Generation of MIS report in English and Hindi languages
- Explain best practices available in the ERP software and how these best practices affect the existing business processes
- Identify areas of differences between the best practices and the current business processes of CCI
- Organize workshops to reconcile the differences and draw up the revised “TO-BE” processes
- Identify areas where software does not meet requirements and draw-up plan in terms of a workaround or customization

- Map all MIS Reports currently available in the software with the MIS and Statutory reporting requirements of CCI and identify new reports that need to be customized / freshly developed
- Design all desired access security and data validation controls
- Document the configuration done and prepare user manuals for maintenance of the configuration / customization

CCI has already prepared Cross-Functional Process Maps for all its AS-IS Processes. These Maps could be provided to the PA/IP/Consortium upon the initiation of this particular phase. Further, this configuration and customization could extend to the locations as indicated by the Business Continuity Plan adopted by CCI.

5.5.3 Advice on Hardware & Networking Infrastructure

PA/IP/Consortium shall specify the Hardware and Networking Configuration / Specifications that are most suitable for running the ERP Solution provided to CCI. PA/IP/Consortium will be responsible for properly drawing up all hardware and networking specifications to ensure that the installation and deployment of the procured ERP Solution is smooth across CCI. Specifications shall be independent of any proprietary technology of any hardware / networking Bidder. Specific activities that need to be done in this task are:

- Draw up detailed Hardware and Networking Specifications pertaining to the ERP Solution being implemented
- Assist CCI in the Procurement of the specified Hardware and Network Equipments and suggest whether any additional electrical requirements would arise in setting up the Data Center and Disaster Recovery Center
- Assist CCI in carrying out a Quality check of the procured Hardware and Network Equipments
- Be a part of the Team set up to achieve an effective installation of the Hardware and Network Equipments

- Fine-tune and optimize the hardware and networking facility during implementation period

5.5.4 Training

Training will need to be carried out at the following levels at CCI by the PA/IP/Consortium:

- Basic Level Training ERP and other business applications (if any) for a certain percentage of Users at CCI
- Training on Best Practices offered by the procured ERP Solution
- Walk-Through of Features / Functionality offered by the procured ERP Solution
- Assist Key Users in arriving at new coding system if needed.
- Detailed Training to all Licensed Users, 'Key/Core' Users and to the Senior Management of CCI in various aspects of procured ERP Solution and its offered features
- Training to IT Staff of CCI for customization / development of new forms and reports, for various System Administration Tasks affecting the ERP Solution, for various Installation Services and for Data Management Activities

5.5.5 Implementation

This will cover the following (but not limited to) activities:

- Preparing a Detailed Implementation Plan in consultation with CCI
- Carrying out the final testing of the configured solution and obtaining various sign-offs.
- Documentation of the testing procedures and results obtained
- Transferring the duly-tested configuration to the production environment
- Installation of the software and handing over of Final Source-Code to CCI
- Data conversion / upload with due validation and checklists
- Documentation of the data conversion / upload
- Assistance in clearing the initial transactions

- Carry out the roll out of the software across all the locations in a time bound manner
- Development of the necessary MIS Reports
- Implementation of necessary access security and data validation controls
- Effective integration of the ERP Solution with other legacy applications
- Necessary User / Technical Manuals
- Full support at CCI premises for a period of 12 months after the complete roll out

5.5.6 On-Going Support

The table presented below is indicative of the level of support expected. It may be used as a base and be fine-tuned to describe the kind of support that can be offered. PA/IP/Consortium must have the ability to comply with the following levels of support desired by CCI or propose comparable alternatives if any.

Support stage	Software Support (Application Software)
Availability	Full support: 10 × 6 × 365, precisely during 09:00 to 19:00 hrs
Initial Response	Immediate telephonic response and support for usage related and other minor problems. Dial-in support for corruption handling, minor bug fix, etc. On-site support within 24 hours for major problems and immediate support in case of emergency.
Major Repair	Immediate on-site support for database recovery and data synchronization after crash, performance tuning, etc. Bug fix or update for all critical functions.
Guaranteed Operations	ERP Solution Providers will provide all technical support necessary to meet all critical processing cycles
Training	Follow-up training for major changes in system releases
Software & Documentation	As part of ongoing support, automatically upgrade the system on any new releases and provide any updates of technical and functional manuals
Post Implementation	Indicate the type of post implementation support (including warranty period and AMC) that will be provided. If any on-site Bidder personnel support (full-time) would be provided, furnish the details of the same. Minimum one person to be provided on full time basis during post implementation period.
Warranty	Warranty period should be for at least 1 year from the date of final acceptance. The final acceptance will be three months from the date of live operation of the complete system in production environment, with no pending deliverables by the Bidder.

The response to this section must be based on the details provided in [Section 5.5.5](#). The information has to be provided as per [Annexure-4: Support Questionnaire](#).

CCI reserves the right to change the support requirements, subject to negotiations, depending on business needs.

Chapter VI: Detailed Submittal Requirements

6.1 General Guidelines

Please respond to this RFP in light of the following:

- This RFP is for procurement and implementation of an ERP Solution. Proposals from Implementation Firms alone or from ERP Software Firms without an implementation mechanism will not be considered.
- The Prime Applicant (PA) can **submit 1 proposal at a time with 1 Implementation Partner (IP) or individually as both Prime Applicant (PA) and Implementation Partner (IP).**
- For Proposals of the same Software Product, the Prime Applicant must keep its Pricing and Responses to Technical Environment & Functional Specifications same across all proposals.
- The Prime Applicant will be responsible for submitting the Proposal and it will be the single point-of-contact for all information and clarification throughout the Procurement Process. Furthermore, the Prime Applicant must be the entity providing the Responses to Technical Environment & Functional Specifications. The Implementation Firm, if it disagrees with how a Software Firm expects to meet a specific requirement, should insert appropriate comments to note the disagreements.
- All Sections of the **Price Bid Template (Annexure-9)** should be completed. This Template, and not Proposer-Formatted Quotes included in the Proposal, will be used for identifying the Proposal Costs and Special Terms.
- All products / modules proposed must be commercially available at the time of proposal submission and any proposal offering Beta (or proposed) Versions of any Software Product would not be accepted.
- All functionality identified in the Functional Specifications if being provided by the proposed ERP Solution, must be addressed in the Cost Proposal, either individually or in predefined sets or in totality. The functionalities that are not

available in the Software should not be included in either the licensing costs or in implementation costs.

- All Third-Party Software Solutions proposed as part of the proposed ERP Solution to meet the functional requirements are subject to the same requirements of this RFP, unless otherwise stated.
- CCI expects to enter into a Software Licensing Agreement with the Prime Applicant and an Implementation Services Agreement with the Implementation Firm. If CCI is not satisfied with qualifications, cost, or experience of the Implementation Firm, it reserves the right to request the Prime Applicant to propose a new Implementation Firm. If CCI is not satisfied with quality or experience of the Implementation Firms being proposed, it also reserves the right to reject the entire Proposal.
- CCI requires that licenses for software be "perpetual" (i.e. CCI purchases and retains the license to use the software forever) and of a "fixed" price nature (i.e. license fees, maintenance and support cost schedule for first 5 Years are presented).
- CCI reserves the right to reject any or all proposals if it determines that the proposals are not responsive to the RFP. CCI reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information. Furthermore, CCI reserves the right to delete or add functionality (i.e., modules) up until the final contract signing.

6.2 Proposal Format

Bidders should ensure that their proposals clearly set out all the information requested in the following sections. The proposals should be divided into numbered sections as specified below. In particular, the management information summary section requested should appear in the initial sections of the proposal.

Bidders must provide individual and factual replies to specific questions asked in the appendices. References to sales or any other literature should be avoided even if the literature forms a part of the proposal.

Bidders may provide additional technical literature relating to their proposals, but these must be presented in separate appendices. In addition to technical data, Bidders must supply background information about their own company's organization, size and financials.

This information is to be submitted for every Bidder who is offering a solution / part of the solution in the proposal. Bidder must be prepared to demonstrate the software to the satisfaction of CCI before the award of a contract.

The RFP submitted by the Bidders should consist of the following:

- Bidder Information (Form I, II and III of [Annexure-11](#))
- General Product Information ([Annexure-1](#))
- Technical Environment ([Annexure-2](#))
- Functional Specifications ([Annexure-3](#))
- Support Questionnaire ([Annexure-4](#))
- Bidder User Group Details ([Annexure-5](#))
- Bidder Supplied Training ([Annexure-6](#))
- Documentation Details ([Annexure-7](#))
- Implementation Approach ([Annexure-8](#))
- Price Bid Template ([Annexure-9](#))
- Reference Customer Details ([Annexure-10](#))

6.3 Executive Summary of Proposed Solution

This part of the response to the RFP should be limited to a brief narrative highlighting the Proposer's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should

not include cost quotations. Please note that the executive summary should identify the primary contacts for the software Proposer, the implementation services Proposer, and any third-party Proposers.

6.4 Scope of Services

This section of the Proposer's proposal should include a general discussion of the Proposer's understanding of the "overall" project and a summary of the products being proposed.

6.5 Company Background

Proposer must provide required information about its company so that CCI can evaluate the Proposer's stability and capability to support the commitments set forth in response to the RFP and also should provide information for the primary Proposer and the partner and third-party team member (if any). CCI, at its option, may require a Proposer to provide additional support documentation and/or clarify requested information. The Proposer may provide a narrative on its company background in its proposal.

6.6 Overview of Proposed Solution

In the following sections the Bidder(s) must provide the details of the solution being proposed

6.6.1 General Features

This section should include a description of the general features and operational procedures of the system. The information has to be furnished as per **Annexure-1: General Product Information**

6.6.2 Operational Requirements and Performance

The Bidder should provide the following details of operational requirements and the performance of the application software (system):

- The precise configuration of hardware and operating environment required to efficiently process the volumes indicated in **Annexure-2: Technical Environment**
- If the proposed product is to be licensed, please provide the scope of license, i.e. country license, branch license, validity of license, tenor, restrictions attached to license, no. of users, etc.;
- The response time within which 98% of on-line transaction input occur, and the maximum response time expected for any transaction;
- The response time within which 98% of on-line inquiries occur, and the maximum response time expected for any transaction;(inquiry)
- Scalability and load bearing benchmark figures.
- Security, backup and other operational procedures.

6.6.3 Updates and Documentation Provided

This section should be used for describing the documentation that is supplied with each module and any provision made for subsequent updating of the documentation, and updating of the packages with error amendments and/or enhancements.

6.6.4 Module Synopsis

- A synopsis of each module should be included, together with sample-input forms, screens and output reports.
- Bidder should specify the following for each of the proposed module:
- Other modules that are currently integrated with this module
- Level of dependence of this module on other modules
- Integration planned for future releases, including expected date of release
- The type of integration (On-line, batch, etc)
- If integration is not available between any two modules, and this integration is essential as per the System Requirements of CCI, any alternative solution the Bidder can propose

- For each proposed module, which does not meet the system requirements the proposal must detail how the module is to be amended. The time envisaged to carry out the amendments must be specified, in man-days. A breakdown of how that figure was computed should be shown, together with the associated costs. These cost figures should form part of the Commercial section.

If a module is to be procured from a third party, partnership details for the same should be included.

6.7 Proposed Application Software & Computing Environment

In addition to providing an overview of the software solution proposed for CCI, the Proposer must present, in detail, the key features and capabilities of the proposed application software as they relate to CCI as [Annexure-2: Technical Environment](#).

6.8 System Requirements

The Bidder has to provide an overview of the proposed system architecture for the ERP System.

6.8.1 Application Requirements

General:

CCI intends to implement the ERP System across few its departments viz. Finance, HR and Payroll, Marketing. The project implementation plan defining various stages of the project may specify the phased approach of initially implementing application.

Envisaged Solution Components:

The main solution components required (tentative) to deliver the system would include:

- Marketing
- Data Management

- Planning
- Integrated Inventory Management
- Maintenance & Quality Assurance (QA)
- Finance
- Human Resources including Payroll management

6.8.2 Architecture Requirements

- The Bidder should provide an indicative system architecture taking into account the operational requirements, areas of deployment, etc.
- The Bidder should highlight provisions for backup and disaster recovery.
- The Bidder is required to specify the hardware requirements for the proposed solution. The proposal should clearly identify hardware required with detailed specifications for the implementation of the solution proposed.
- If the proposed Bidder solution includes any proprietary components, the Bidder should identify such components and also provide details about service availability in terms of support, upgrades, on-going maintenance and other such areas.
- The proposal should clearly identify the network infrastructure required for the implementation of the solution proposed. Bidders may recommend the network architecture, that may be necessary, in case it affects any of the following parameters:
 - a. Response time
 - b. Bandwidth requirements
- The Bidder must be able to demonstrate that the solution can handle the expected growth in customer base and transaction volumes over the next three to five years.

6.9 Maintenance & Support Requirements

Bidders must specify the support they propose to offer under the following heads. If the proposed solution requires multiple Bidder support, bidders should clearly delineate the commitments and responsibilities for each item proposed. In case of joint proposal by multiple Bidders, CCI prefers that one of the Bidders assume primary responsibility for:

- Authenticity of proposal(s)
- Installation, customization, parameterization, implementation support
- Testing
- Maintenance support
- Co-ordination with all sub-Bidders/joint Bidders
- Details of the support, that CCI would be given to be specified in this section of the proposal.

6.9.1 Implementation Support

The Bidder should define the degree of responsibility, level and cost of support in the following areas:

	Software Support
Installation	On-site loading of application software, testing of databases
Training	Functional and technical training to business and IT staff
Documentation	Implementation, operation manuals and user manuals for each application licensed
Modifications	Provide design, development, and testing of custom modifications, as needed. Also support custom modifications in all future releases
Testing (Acceptance & performance)	Provide on-site functional and technical support for, Conference Room Pilot, acceptance testing and performance testing under load conditions

Data Migration	Loading system tables, developing conversion, data conversion, data entry, and technical support
Initial Operations	Enhanced on-site and telephonic support.
Facilities	Facilities provided/used for the testing of the system during pre-installation and post-installation
Cost	Number of days of support provided free of charge and the kind of support extended. The cost of additional support should also be specified (in the Price Bid section)
Profile of Persons	Profile of persons who will provide the implementation support (if the implementation will be provided through a local contact, please provide these details with respect to the local contact)
Support from CCI	Expected resource requirements from CCI for the implementation of the proposed solution. Please provide the number and profile of people required along with their time commitments.

Bidders should specify if they could provide resident support, administration and management, for the initial months, and provide details of the same.

6.10 Third-Party Products

To the extent that a third-party product is required to compensate for functionality that is absent in the solution, the Proposer should explicitly state the name of any third-party products. For each third-party product, proposals must include a statement including whether the Proposer's contract will encompass the third-party product and/or whether CCI will have to contract on its own for the product. Any third party will be subject to the same requirements as the primary software firm Proposer. Finally, the Proposer should provide proof that they have access to the third-party software source code (own or in escrow) and that the Proposer has the ability to provide long-term support for the third-party software components of their system.

6.11 Delivery

The following should be specified in this section:

- Overall delivery schedule with delivery lead times for each item of software product solution proposed.
- Charges raised for delivery, in-transit insurance and installation
- Overall delivery schedule with delivery lead times for each item of software implementation proposed

6.12 Implementation Plan

The proposal submitted should contain a list of what the Bidder regards are the main milestone activities that constitute the implementation of the proposed systems, from finalization of contract to full systems handover to CCI. The expected duration of each activity should be shown along with the estimated completion dates for each activity, based on any stated time constraint criteria, such as a date by which a system must be live.

The proposal must show, clearly and unambiguously, which activity completion dates are critically dependent on previous activity completion dates. The proposed approach the Bidder intends to adopt for systems implementation must be clearly stated. Particular information should be provided regarding:

- Implementation methodology
- Project Plan
- Proposed delivery dates and installation timetable for each application module.
- User training timetables in order that the staff can be trained adequately in time for live operation. A synopsis of the training programs that are necessary, with dates if possible, should be included
- Proposed implementation team structure and profile

- Recommendations for the profile of CCI personnel to the project team for implementation
- Project controls proposed
- Expected customization time, including testing time
- System testing:
 - a. When to take place
 - b. Where to take place
 - c. Responsibility for formulation of test data
 - d. Responsibility for checking test results
- Agreement required from CCI before system amendments can be started
- Proposed method and timing for system set-up
- Systems sign-off procedures for application acceptance.
- In addition, specific details about implementation plan to be provided as per

Annexure-8: Implementation Approach

6.13 Training

The Proposer must provide a software training overview that includes:

- Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core project team, end-users, and technology personnel
- The role and responsibility of the software and/or implementation Proposer in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to CCI end-users)
- The role and responsibility of CCI staff in the design and implementation of the training plan
- The knowledge transfer strategy proposed by the software and/or implementation Proposer to prepare CCI staff to maintain the system after it is placed into production.
- Descriptions of Classes/Courses proposed in the training plan. The Proposer should specify the unit of measure for training (e.g., classes, days) and define these units of measures in terms of hours.
- Use of third-party training resources. Proposer should identify third party partners that provide training on the use of their application and typical locations where that training is conducted.

6.13.1 Key User Training

The Bidder should provide the following information:

- The facilities, support materials and program including mode of training (standard/self paced) provided for training the users in the use of the system
- Additional available educational and training seminars or courses, with duration and costs.

In addition the Bidder needs to provide requisite information as per **Annexure-6: Bidder Supplied Training**

6.14 Responses to Functional Specifications

Responses to the Functional Specifications Questionnaire listed in **Annexure-3: Functional Specifications** of this RFP must be provided in this section of the Proposer's proposal. Proposers are required to use the format provided and add explanatory details as necessary in the "comments" column or in a separate spreadsheet that references the requirement number. The following answer key should be used when responding to the requirement.

F = Fully Provided "Out-of-the-Box"

CO = Configuration (table set-up required; no changes to source code)

CU = Customization (requiring changes to source code)

NA = Not Available

TP = Third Party Software Required

Note: Proposers must use only one response code per requirement. Any requirement that is not answered utilizing a single code as outlined above will be treated as a negative/non-response. The selected software Proposer must warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in this RFP. That is, the detailed requirements as stated in this RFP will become part of the software license and implementation services agreements and will be warranted as such.

All software proposed must be commercially available at the time of proposal submission. At their option, the Proposer may identify in the "comments" field for each requirement if they plan on delivering the functional requirement as a standard product offering in the future, noting the planned release date for that function. However, future

capabilities should not be identified as currently available, e.g. “Fully Provided Out of the Box.” Future functionality should be noted as “Not Available”.

All responses that indicate that functionality is available out-of-the-box, through configuration, customization, or a reporting tool, or through a third-party product should identify any applicable costs in this proposal. Cost estimates for any report development and customization, i.e., requirements marked as either “R,” or “CU,” must be itemized by specific requirement and applicable costs identified in the **Price Bid Template in Annexure-9**. This cost estimate will be refined after further discussions between the Proposer and CCI during the Demonstration and Discovery Phases of the Selection process. The Proposer is invited to identify any assumptions that it is making to arrive upon the development cost and time estimates. Furthermore, the module(s) necessary to perform the required functionality must be included in the scope and cost of this proposal.

If a requirement requires Report Development, Customization, or Configuration, and either an estimate or firm price for performing and delivering that part of the requested solution is NOT included, the requirement must be identified as Not Available (“NA”).

6.15 Responses to Technical Environment

The responses to technical requirements should be provided as per the prescribed format in **Annexure: 2 – Technical Environment**.

6.16 Client References

CCI considers references for both the software and implementation Proposer to be important in its decision to award a contract. During the selection process, CCI will contact all references provided. CCI will not work through a Proposer’s Reference Manager to contact a reference — Proposers must provide a direct client reference contact who was involved in the Proposer-led project.

Software Proposers – Software Proposers should provide at least two (2) client references that are similar in size and complexity to this procurement and have utilized the proposed system in a comparable computing environment. Reference forms are provided in Annexure-5 of this RFP. Submit references for fully completed (live) installations.

Implementation Firms – Implementation firms must provide two (2) references (unless already included in the references for software firms) for sites similar to this procurement where they have implemented the software being proposed. Reference forms are provided in Annexure-5 of this RFP. References should be submitted where the implementation firm was the primary PA/IP/Consortium and installer of the base software and for completed installations.

Third Party Software Firms – Using the forms attached to this RFP, third-party software firms addressing particular functionality (e.g., budget preparation software) should provide at least three (3) references that are similar in size and complexity to this procurement and that have been used with the prime enterprise software proposed for this engagement. Submit references for fully completed (live) installations. Reference forms are provided in [Annexure-10](#) of this RFP.

6.17 Cost Proposal

Proposers should submit an estimate of all project costs for implementation of the integrated system (e.g. software licenses, maintenance fees, professional services fees for implementation, training, travel, etc.). CCI may award a purchase contract based on initial offers received without discussion of such offers. A Proposer's initial offer should, therefore, be based on the most favorable terms available. CCI may, however, hold discussions with those Proposers that it deems, in its discretion, to fall within a competitive range. It may also request revised pricing offers from such Proposers and make an award and/or conduct negotiations thereafter.

Cost schedules must be presented in the spreadsheet format presented as **Annexure: 9** of this RFP and submitted in Microsoft Excel. CCI reserves the right to contact Proposers on cost and scope clarification at any time throughout the selection and negotiation process.

CCI is asking Proposers to estimate costs for all categories with the understanding that they may have to make assumptions. Such assumptions must be documented in each proposal. Failure to fully provide cost and work effort estimates may lead to elimination prior to presentations. Proposers must utilize the cost schedule spreadsheets provided with the RFP. **DO NOT use “TBD” (To Be Determined)** or similar annotations in the cells for cost estimates.

Proposers must explicitly state what is included in data conversion and interfaces, i.e., reconfirm in cost matrix what files are included in conversion (or not) and what interfaces are included in costs.

If the Proposer plans to demonstrate a specific product, module, functionality, or service during the selection process, they should include the cost in the proposal quotes. If a Proposer chooses to reference it as an option and not price it, it must be clearly noted in the proposal response, and clearly and explicitly identified during any demonstration or discussion.

The Cost proposal to be submitted as **Annexure-9: Price Bid Template**

6.18 Exceptions to RFP

All requested information in this RFP must be supplied with the proposal. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and the written explanation shall include the scope of the exceptions, the ramifications of the exceptions for CCI, and the description of the advantages or disadvantages to CCI as a result of such exceptions. CCI, at its sole discretion, may reject any exceptions or specifications within the proposal.

6.19 Sample Documents

To establish a complete and competitive proposal, Proposers must include sample copies of the following documents:

- Sample training manuals (if included in proposal)
- Sample user guides
- Sample standard reports
- Sample functional, technical and support documentation
- Sample software license and maintenance and support agreements

Please furnish the requisite information as per [Annexure-7: Documentation Details](#)

Annexure 1: General Product Information

Product Name	
Current Version and Release Date	
Number of Clients using the Product in Real Production Installations in the last financial year	
Largest customer for this Product by: Number of Users Transaction Volume Number of Locations	
Percentage of Total Business	
How can the software be acquired? (Purchase/lease/other)	
In case of licensing, explain software licensing system fee structure. Is it restricted as to location of installation e.g. global?	
If there are any other features that will be useful in evaluating the product(s) / solution, please state them	
Is your product having any specific version or module for Trading Industry?	
What major enhancements are planned with respect to Trading Industry /	

General Enhancements?	
Describe the major limitations on the use of the proposed products.	
Is the source code available?	
Indicate contractual agreements, which would be applicable, if your proposal is ultimately accepted. Sample copies should be attached. Software purchase () Software licence () Software maintenance /AMC * () * Indicate clearly if upgradation to new a version is a part of AMC?	
Has there been a major rewrite of the proposed systems since the original?	
What is the road map of your product for the next 3 to 5 years? Please discuss in detail. Use additional sheets if required.	
How many releases of your product have been produced during the last five financial years?	
What is the next scheduled major release of your software?	
How often are new versions released?	

Is the license agreement on: per site, per CPU, per concurrent user, per named user, per server licence, per database or enterprise basis?																
The more information the Bidder is able to provide the more it will assist us in making the appropriate package selection. The items below would be beneficial in completing the evaluation process. Please designate which of the following you have included. <table data-bbox="196 925 746 1236"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>Contract</td> <td>()</td> <td>()</td> </tr> <tr> <td>Sample print outs</td> <td>()</td> <td>()</td> </tr> <tr> <td>Sample scanned reports</td> <td>()</td> <td>()</td> </tr> <tr> <td>Sample screens</td> <td>()</td> <td>()</td> </tr> </tbody> </table>		Yes	No	Contract	()	()	Sample print outs	()	()	Sample scanned reports	()	()	Sample screens	()	()	
	Yes	No														
Contract	()	()														
Sample print outs	()	()														
Sample scanned reports	()	()														
Sample screens	()	()														

Annexure 2: Technical Environment

1.	Architecture	Marks Awarded in a Scale of 1 to 5 marks
1.1	What is the application architecture? Is it partitioned into tiers (like a three tier approach - presentation, application logic (security rules, session mgt.), and data logic)? If so, how much flexibility is there for these layers to physically reside on different hardware platforms?	
1.2	What is the base foundation of major sub-components (run-time application code, workflow, reporting, routing, security, etc.)? Please address each and indicate which components are proprietary vs. open. Are there APIs or interfaces to major sub-components? Are you willing to customize your product for CCI (with CCI holding exclusive ownership)? Additionally, please comment on the availability of source code, specific to customisation, exclusive to your customers.	
1.3	Provide a detailed architecture of the proposed solution in a separate sheet/attachment. This should include: - Application architecture showing the interaction between the different modules - Hardware requirements - Network infrastructure requirements	
1.4	Diagram your architecture	

1.5	What is your product's committed Distributed Component Architecture strategies (i.e. COM/DCOM, EJB, etc) Please provide strategic planning dates indicating when you plan to implement which portions of your architecture?	
2.	Security	
2.1	Provide description of your product(s) security system and its architecture	
2.2	Include a brief discussion of how your product is designed to detect possible security breaches. The following are the minimum functionality that should be addressed: Identification – Establishing the claimed identity of an entity (application or system) Data Integrity Data Encryption – Ensuring data content is indecipherable during its travel and storage. This includes encryption of stored data (e.g. no one should be able to view password/ cookie information at any time) and any communication between modules. Data Confidentiality – Ensuring the protection and nondisclosure of data because of a proprietary, legal, regulatory, or sensitive nature of the information resource. Data Availability – Ensuring that data are present, accessible, and obtainable, in a timely fashion in accordance with regulatory requirements; that data are fit and ready for use.	

	Audit-ability – Ensuring the existence of adequate audit trails that provide records of activity that can attest to the security services. Having the audit trails confirm the integrity of the audit mechanisms itself.	
2.3	Mention the nature and levels of firewalls and security required by the system at CCI along with the detailed architecture of firewall and security components that will need to be installed.	
3.	System Performance	
3.1	CCI requires that systems adhere to their performance standards. As a minimum, please provide benchmark figures that touch upon the following areas: - Average volume and associated average response times - Peak volume in a one-second period/ One minute/ One hour/ One day? - Concurrency sustainable by system - Provide layouts that depict the environment producing these results	
3.2	Provide a copy (soft/hard) of any benchmark studies performed on your product(s). Also, please provide layouts that depict the environment producing these results	
3.3	Please provide details of the product's scalability. In addition, please discuss: - How many internal users can be supported/ External/ Administrators? - How many concurrent users can be supported?	

	- Is scalability dependent on product software and/or hardware? Provide hardware scalability figures. - Can the system be distributed securely across multiple remote (geographic) environments and servers? - What load balancing features does the product support? Please provide detailed feature set.	
4.	Supported Platform O/S	
4.1	Which Server platforms do you support (Intel/Microsoft, Sun, HP, IBM, etc.)? What is recommended and why?	
4.2	Which OS does the product support? (Windows 2000, Windows XP, Windows Vista, Unix, Linux etc). What is recommended and why?	
4.3	Which platform/OS combination makes up the largest percentage of your install base? What are the percentages of each?	
5.	Client Hardware/ OS	
5.1	What hardware/OS combinations are supported for the client? What is recommended and why?	
5.2	For administration purposes, what types of User Interfaces are supported on your client (i.e., Windows, Browser, etc.)? Please describe which interfaces are browser-based versus windows-based, etc. Are non-Java browsers supported?	
6.	Database/ Directory Support	
6.1	What types of databases does the system support/use (e.g. hierarchical, relational, etc)?	

6.2	What products (e.g. MS SQL Server, Oracle, etc) and versions of database software are supported and can integrate with the system? What is recommended and why?	
6.3	Does the system support any Directory Services (e.g. LDAP, etc)? If so, please list, including version numbers and whether it is a native part of the system	
7.	Data Architecture	
7.1	Describe your logical and/or physical data model. (You may provide the models for review.)	
7.2	Please describe the ease and process of adding custom fields/parameters to your product's data architecture.	
7.3	Describe the control features included within the system to ensure integrity of data (i.e. input and update, totals maintained, crosschecks carried out, audit trails, error reports, etc.)	
7.4	How does the transaction management system track each request originating from delivery channel to closure, while providing the ability to: - Track the status of processing of a message through various stages - Handle rollback, restart situations	
7.5	Will the database layouts be shared with the CCI staff (with description of tables and fields)?	
8.	System management	
8.1	How does your architecture support rollback, recovery, and fault tolerance?	

8.2	Explain briefly your product(s) disaster recovery procedures for data, application, and client?	
8.3	Ongoing product maintenance: Explain required maintenance such as database archive/reorganization requirements. How is this accomplished in a 24x7 environment?	
8.4	What system management tools are provided for monitoring and reporting on performance and availability? Can the system page/notify administrators of certain events? Do the tools integrate with HP OpenView or SNMP-based tools?	
8.5	Please describe the accessibility of system management interfaces. Is remote administration possible? Does the Bidder have web-based support viz. support on-line etc.?	
8.6	What is the archival policy and procedure for the software/application? Is it flexible enough for the CCI to specify parameters for archival?	
8.7	Please highlight the disaster recovery and database replication features?	
9.	Web Server Support	
9.1	Which web servers does your product integrate with?	
9.2	Please describe what portions of your functionality reside on the web server.	
10.	Application Server Support	
10.1	Does your application support or run on an Application Server? If so, which application servers does your	

	product integrate with?	
10.2	Please describe the interface between your product and applications servers addressing the following issues: - Languages and standards supported - DCOM, EJB or CORBA support - Architecture for interface - Plans and timeframes for the evolution of this interface	
11.	Single Sign-on	
11.1	Does the system integrate with any Single Sign-On packages? If so, which solutions? What architecture is used to integrate your product with these SSO components? Please address the following issues: - Languages and standards supported - Architecture for interface - Plans and timeframes for the evolution of the interface	
12.	Presentation requirements	
12.1	Does your solution provide a presentation system that can be deployed: - Stand alone - Integrated as part of CCI's existing Internet website	
12.2	What presentation features does the system provide?	
12.3	What is the level of in-house customisation that can be done by CCI? Can new screens, new fields etc. be added as and when required?	
12.4	How System would integrate with CCI's internal presentation infrastructure (data server, application	

	server, email server)?	
12.5	What browsers and releases does your product support? Describe how your solution will adapt to new browser release.	
12.6	What embedded browser languages, if any, are used by the system?	
12.7	Does the Interface design meet the following standards: - Optimised images to reduce download time - 256 colour palette/Netscape compliant where appropriate - The Interface should be easily modified to meet CCI's Internet style sheet specifications, if needed	
12.8	Can we define the layouts for the hands-off files (incoming and outgoing)? This would help us in building additional interfaces at a later date.	
13.	Session Management	
13.1	How does the product handle concurrent uses of the same ID?	
13.2	Describe the system's policy on session time-outs. Does user set this Group?	
13.3	Please describe your products use of session cookies (what information is stored, how it's encrypted, when the cookies are refreshed, etc.). What is the contingency plan if the end-user does not have cookies-enabled?	
14.	Integration Capabilities	

14.1	Describe what are the integration capabilities of your system for it to integrate with external applications Do you provide APIs to expose functionality, which can be called from external applications? Is your solution message enabled i.e. can it understand XML messages or messages in other formats?	
15.	Reporting / Auditing	
15.1	Please describe what log files are standard package features. - Can these log files be queried by ID, individual, account, login time, etc.? - Can the system log not only date and time, but IP address as well? - Please describe the log file format and where they the files are stored.	
15.2	To what extent can log files be customized? Can they also be scheduled? Can administrators configure access rights to these log files?	
15.3	What is the reporting tool used? Can we define the formats for any additional reports as and when required?	
15.4	Do you maintain a catalogue of standard reports? Please provide a list of all the standard reports on an attached sheet	
15.5	Please describe metrics-reporting capabilities.	
15.6	What querying capabilities come with your product? Can non-IT administrators query user logs? What do	

	interfaces look like?	
15.7	Are all the activities audited and reported? A complete audit trail facility should be available for all activities done on the system?	
16.	General	
16.1	List any additional utility package required to use the application software in the manner Intended	
16.2	What productivity tools are available with your system? Indicate along with product names. - Data dictionary/model - Query language - Report generator - Presentation tools - Development language - Interface developer - Case tool	
16.3	Describe how your solution allows the customer to personalise their use of the system	
16.4	Please describe any limitations that exist in the software/operating system/file manager etc. on the volume of data that the proposed package can handle. (Number of table entries, accounts, key values, etc.). In case of any limitations existing, the solution should also be provided.	
16.5	Please describe the type of restart/recovery procedures supported within the package, in the event of transaction or process failure.	

16.6	Describe the modules in your product which are interdependent along with the nature of interdependence and the possible constraints that this will impose on implementation	
16.7	Please describe the techniques with which your product(s) can be interfaced with third party products? Detail how these can be handled and the facilities available. Use additional sheets if required.	
16.8	What provisions exist for testing, development and back up copies of your product suite?	
16.9	What types of import and export capabilities are available for creating customised data feeds?	
16.10	Please discuss how standard messages from the system are handled. - Can they be intercepted/ Reissued/ Suppressed? - Can the system identify which messages should be passed on to the customers? - Can messages be customised before reaching the customers?	
16.11	Does the application have any end-of-day processes? What are the dependencies for the end-of-day processes?	

Annexure 3: Functional Specifications

Please download it from the website www.cotcorp.gov.in or www.tenders.gov.in

Annexure 4: Support Questionnaire

1	Please describe the problem reporting and resolution mechanism that would be used if CCI identifies a problem with the package.
2	Do you have a user Hotline? (Y / N) If yes:
2.1	Availability: hours/day (specify time in India) - Does this include weekends? Specify service outside the normal office hours and at weekends. Also specify if the number to be dialled.
2.2	What is the maximum response time?
2.3	Is the Hotline support inclusive in the annual maintenance charge, or are users charged per call? If charged on a per-call basis, please provide the cost.
2.4	From which locations are support facilities available?
3.	How many releases of your product are currently supported? Please specify
4.	Do you provide support for system customization?
5.	What is the change management policy?
6.	Please discuss your policy regarding releasing future application software versions to users who have modified software (modified either for implementation at CCI by implementer or a 3 rd party). In case modifications/customizations are carried-out by yourself for CCI, please indicate your policy regarding supporting these modifications/customizations in subsequent versions/enhancements.
7.	What facilities do you have for clients to test sample trade data while reviewing the product? What kind of benchmark performance testing is available? What are the procedures?
8.	In case the proposed systems are maintained by different Bidders
8.1	Who will provide the software maintenance?

8.2	Levels of software maintenance offered
8.3	Cost of each level of maintenance
8.4	Cost of support outside normal working hours (specify normal working hours)
8.5	Is the programmer's time on site carrying out the maintenance chargeable to the client over and above the standard annual charge
8.6	What is the guaranteed response time to fault calls

Annexure 5: Bidder User Group Details

1	Is there a user group(s) for the proposed system in India?	
2	Respond to this section only if a Bidder user group does exist	
3	How long has the group been in formal existence?	
4	Months/years	
5	Is there a membership fee?	
6	If "yes" then give amount of fee per year in the commercial section	
7	Whether fee mentioned in commercial part: Yes/No	
8	Give the number of currently active members	
9	Give the address of the national users group and the individual currently heading the Organization	
9.1	Name:	
9.2	Address:	
9.3	Telephone:	
10	When was the last user group meeting held?	
11	Was there any specific published agenda of the user group meeting?	
12	What decisions were taken in the last user group meeting? Share minutes if appropriate.	
13	How many client representatives participated in the last user group meeting?	
14	What percentage of system enhancements / bug identification results due to the user group meetings?	

15	How priorities are assigned to the general improvements agreed in the user group meetings. What percentage of those is achieved within 3/6/9/12 month's period?
16	What is the Bidder policy for priority / chargeability of enhancements specific to one client and / or general to all clients?
17	What percentage of improvements has so far been done to system during last 3 years that can be attributed to user group feedback?

Annexure 6: Bidder Supplied Training

1	What amount of training is included with the acquisition of the proposed systems, in terms of number of people, type of course/agenda and number of man-days? How is post training effectiveness measured?	
2	Describe all pertinent Bidder supplied training courses in an Appendix. For each course, include the following information:	
2.1	Cost of course in the commercial section	
2.2	Location	
2.3	Duration	
2.4	Frequency of offering	
2.5	Prerequisites	
2.6	General description	

Annexure 7: Documentation Details

1.	Please list the availability of various documentations provided with your product(s)?
1.1	- User Manual
1.2	- System Administration manual
1.3	- Security
1.4	- System manuals – Architectures, Entity-Relationship diagrams, Source code etc.
1.5	- Online Help
2	Does the Bidder provide documentation updates to correspond with each software release?
3	On what fee basis are additional documentation updates provided? Provide these details in the commercial section.
4	Does the Bidder provide for downloading documents or white papers from its web site

Annexure 8: Implementation Approach

1	Describe the phases of application installation. What are the average timeframes for each phase for clients similar to CCI?
2	Describe how the software will be installed initially. Who will be responsible?
3	How will the databases be sized and populated? Who will be responsible?
4	Describe how data conversion is handled. What utilities are available? What assistance will you provide?
5	What additional technical support will be provided during implementation?
6	How many and what types of employees will typically be required at the client to implement the software?
7	What implementation services do you provide On-site?

Annexure 9: Price Bid Template

The **Price bid** should be enclosed in a separate sealed envelope.

Item		Quantity	Price in INR
Part A: Pre-Implementation Cost			
1	Cost of ERP Package – No of licenses = 151 nos. (Per user package license x No of licenses)	151	
2	Cost of Implementation (workflows/customization) for Finance & Accounts	LS	
3.a	Cost of Implementation (workflows/customization) for HR	LS	
3.b	Cost of Implementation (workflows/customization) for Employee Self Services	LS	
4	Cost of Implementation (workflows/customization) for Marketing (Sales & Distribution, Logistics, Inventory Management)	LS	
9	Cost of creating all Master files, required for all modules	LS	
10	Data Collection (if required)	Man days	
11	Additional Tools Requirements/Third party components/Plug-ins/ Third party packages	LS	

Item		Quantity	Price in INR		
12	Training for 75 user staff	LS			
	Taxes				
	Total Part A				
Part B: Post-Implementation Cost					
1	Annual Maintenance Charges for three year (including upgrades)	LS for each year	Year 1	Year 2	Year 3
2	Onsite and online Technical Support ▪ <i>Project Manager</i> ▪ <i>Systems Administrator</i> ▪ <i>Systems Analyst</i> ▪ <i>Database Administrator</i> ▪ <i>Online Help Desk (ERP)</i> ▪ <i>Onsite Help Desk (User support, Local Data Back up. First level H/W support etc)</i> ▪ <i>Data Collection person</i>	Per man month per shift	Year 1	Year 2	Year 3
	Taxes				
	Total Part B cost (Year 1 + Year 2 + Year 3)				
	TOTAL Bid Cost (Part A + Part B)				
1	The taxes quoted above should include VAT, Sales Tax, Service Tax etc. duties and any other levy attracted to the item applicable as of the last date of submission of the tender. No extra taxes & Duties will be paid apart from the amount quoted. All new taxes levied after the tender submission date will be reimbursed after necessary documentary evidence is submitted. Similarly, any benefit due to reduction in the taxes will be passed on to CCI.				

Item	Quantity	Price in INR
2		- For arriving at the total Bid Cost, the total cost of Part A will be added to the cost Part B of post implementation support. The total cost of the part B will be calculated by adding the cost of 3 years of product AMC, and 3 years cost of Onsite and Online Technical Support - Actual extent of the post implementation of support will be decided after discussion with the successful bidder as per requirements of the CCI. - Cost of any system software including its database, tool licenses, etc. if required, should be included in the cost of application software. Bidders must provide the list of the System software and tools that have been included in the cost of application software.
3		Man month shall cover all days in a calendar month, excluding bank holidays, public holidays and all Saturdays and Sundays
4		In case additional user licenses are required in the next 5 years, the Bidder shall provide the same or a better level of discount on the existing price or the market price prevailing at that time, which ever is lower
5		The Bidder must provide the Master file formats and item codification structure for all the Modules as part of the proposal
6		The platform used at HO is Oracle 10g/Oracle forms and reports 10g and BO's is Visual Foxpro/Foxpro. Please provide details on whether your software is able to run on the said RDBMS. The Bidder must therefore quote only for the ERP package software

Documentation Costs

In this section, please specify the cost of all documentation, if any, that you intend to provide to CCI.

Documentation	Cost in INR
Total Documentation	

Note: All costs should be for door delivery inclusive of all related taxes/levies payable, e.g. customs, excise, transportation, insurance, etc.

Annexure 10: Reference Customer Details

The reference customer details should be given in the following format. A separate copy of the format given should be used for each reference.

Company Name	
Company Address	
Telephone Number	
Fax Number	
Contact Name	
Title	
What is or was the contact's role on the project?	
State the duration of the Project.	
What types of network solutions are being used?	
State number of locations connected in the WAN	
Details of locations and type of connectivity provided	
State the maximum number of on-line users in any branch where your network is installed	
State, if any, interfaces to external systems are implemented at this site	

Annexure 11: Forms for submission

Form I

Financial Details

Both PA and IP must fill in this

Date:

Legal Name of the entity			
	Audited Financial Data for last 2 Financial Years [INR]		
	2006-2007	2007-2008	2008-2009 (If available)
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Profit Before Tax			
6. Profit After Tax			

Attach copies of the audited balance sheets, including all related notes, and income statements for the last three years, as indicated above, complying with the following conditions:

All such documents reflect the financial situation of the PA/IP/Consortium, and not sister or parent companies.

Historic financial statements must be audited by a chartered accountant.

Historic financial statements must be complete, including all notes to the financial

statements.

Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be accepted).

Name.....

In the capacity of.....

Signed.....

Duly authorized to sign the Application for and on behalf of.....

Stamp / Seal.....

Form II***Details of IT Professionals and Relevant Skills & Experience for both PA and IP***

Date:

This is to certify that _____(company name) having its registered office at (address)_____and local office at (address)_____ has the following number of direct and permanent employees on its rolls as on August 2009.

Details	IT Function	Support Function	Total number
Total number of employees in the organization			
Number of employees in India			
Number of employees in Mumbai			
ERP Skill set and experience in India		Total Number of employees	
Product/Technology 1			
Product/Technology 2			
Product/Technology 3			
Product/Technology 4 etc.			

Signed: _____ Name: _____ Designation: _____ Stamp / Seal: _____	

Annexure 12: Hardware Cost

Please provide details of the indicative cost of the preferred hardware configuration and the operating environment.

Hardware Component	Initial Cost	Maintenance
Server 1		
Server 2		
Server 3		
...		
Server n		
Operating System		
Installation		
Back-up devices (if additional)		
UPS		
Training		
Other (Please specify)		
Total		

Annexure 13: Checklist

Part A: Eligibility Criteria for SPOC (Mandatory criteria's)

Particulars	Yes/No
1. Bid Cost	
2. EMD	
3. Manufacturers Authorization Letter (MAF)	
4. Certificate of Incorporation	
5. Power of Attorney (POA) - Power of Attorney authorizing a person signing the bid documents	
6. Address Proof – Electricity, telephone bill; Property Tax receipt or any other government accepted address proof. Address proof should be in the name of the SPOC	
7. PAN, Service Tax and PF Code – Authenticated copies of each	

Part B: Other eligibility parameters for PA and IP both inclusive (As per the Section 3.3 of this RFP)

Sr. No.	Particulars/Parameters	Description	For Prime Applicant (PA)	For Implementation Partner (IP)
1	Black listed Companies	Self attested letter by PA, IP and each member of the consortium on their	Yes/No	Yes/No

Sr. No.	Particulars/Parameters	Description	For Prime Applicant (PA)	For Implementation on Partner (IP)
		letter head(s) respectively		
2	Annual Turnover	For PA: Annual turnover should be at least Rs. 200 crores (or equivalent amount in any foreign currency) in each of the past two financial years consecutively For IP: Should have a minimum annual turnover of Rs. 50 Crores (or equivalent amount in any foreign currency) of their Software development practice in each of the past two financial years.	Yes/No	Yes/No
3	Net Profit	Should have registered net profit during each of the past two financial years (Filled in Form I of Annexure 11)	Yes/No	Yes/No
4	ERP Experience, Prior Experience	Both PA and IP should submit: Project Description with budget, dates, project completion certificates (from the client for these two projects) and reference names of concerned officials and financial value of projects performed. In case the project completion certificate given by the client doesn't contain PA and IP's name together, PA may produce a "Self Attested" certificate (duly signed by the authorized	Yes/No	Yes/No

Sr. No	Particulars/Parameters	Description	For Prime Applicant (PA)	For Implementation Partner (IP)
		signatory) on PA's letterhead stating that the said IP has worked with him previously in the specified project.		
5	Certifications	Authenticated Copies of respective certificates to be attached by both PA and IP	Yes/No	Yes/No
6	Number of Employees	Response duly signed by the authorized signatory or the head of HR of both PA and IP - as per Form II (Annexure - 11)	Yes/No	Yes/No