

CEMENT CORPORATION OF INDIA LIMITED
(A Govt. of India Enterprise)
CORE -5, SCOPE COMPLEX
7, LODHI ROAD, NEW DELHI-110 003

TENDER NOTICE

Sealed and superscribed tenders are invited from experienced parties for End-to-End Consultancy Services for Implementation of Enterprise Resource Planning (ERP) in Cement Corporation of India Limited.

Tender Notice No. : - ND/ SYS/ERP/2011

Sl. No. Item	Last date for sale of tender documents	Last date for submission of Tender (by 2.30 PM)	Earnest money deposit by way of DD/BG/FDR (Rs)
1. Consultancy service for : a) End-to-End Consultancy Services for Implementation of Enterprise Resource Planning (ERP) in CCI Ltd.	19.10.2011	20.10.2011	1,40,000/-

The tender documents can be purchased from HOD (Fin) at the above mentioned address on any working day between 3.00 pm and 5.30 pm on payment of Rs. 500/- (non-refundable) by way of DD/IPO in favour of Cement Corporation of India Ltd., payable at New Delhi. In addition to the sale of tender documents manually, the complete set of tender document is also available on our website address <www.cementcorporation.co.in> Interested parties may download the tender documents from the website, but the tenderer has to pay the amount towards cost of the tender document by DD/IPO at the time of submission of tender.

The tenders are required to be submitted in two parts, one containing techno-commercial bid along with EMD of Rs.1,40,000/- by way of DD/BG/FDR in favour of Cement Corporation of India Ltd., New Delhi and the other containing price bid only. The tender should be submitted at Core 5, SCOPE Complex, 7 Lodhi Road, New Delhi 110003.

No tenderer can participate without having purchased manually or have downloaded CCI's tender documents and paid the requisite amount.

The techno commercial bids of above tender will be opened on 20.10.2011 at 3.00 PM in the presence of interested tenderers or their authorised representatives who may like to be present in the office at Cement Corporation of India Ltd., Core 5, SCOPE Complex, 7 Lodhi Road, New Delhi 110003. Tenders received late or without earnest money shall not be entertained.

The Corporation reserves the right to reject any or all tenders without assigning any reasons thereof.

Senior Manager (SYSTEMS)

TENDER DOCUMENT

FOR

APPOINTMENT OF CONSULTANT TO PROVIDE
END-TO-END CONSULTANCY SERVICES FOR
IMPLEMENTATION OF
**ENTERPRISE RESOURCE
PLANNING SYSTEM**

AT

CEMENT CORPORATION OF INDIA LIMITED

Tender No. ND/SYS/ERP/2011/

PRE-BID MEETING : 07.10.2011

Due Date: 20.10.2011

**CEMENT CORPORATION OF INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)**

Registered Office:

CORE – 5 , SCOPE COMPLEX

7 LODHI ROAD,

NEW DELHI – 110003

CEMENT CORPORATION OF INDIA LTD.
 (A GOVT.OF INDIA ENTERPRISE)
 Core-5, Scope Complex, Lodhi Road
 NEW DELHI-110 019

GRAM: STATECEM NEW DELHI

Ref: ND/SYS/ERP/2011/

Fax: 011-24364555

E-Mail: mandcs_co@cementcorporation.co.in

REGISTERED/SPEED POST/COURIER

No: ND/SYS/ERP/2011

Dated:

M/s.

**SUB: APPOINTMENT OF CONSULTANT FOR END-TO-END
 CONSULTANCY SERVICES FOR IMPLEMENTATION OF
 ENTERPRISE RESOURCES PLANNING IN CCI.**

Dear Sirs,

We are enclosing our tender documents for the above work detailed in the enclosed tender documents. Your offer in sealed cover containing separate sealed covers for (i) Commercial bid and (ii) Price bid along with one set of tender documents is invited at the above mentioned address in accordance with our terms and conditions of the tender which should reach us as per the schedule given below:

1.TIME SCHEDULE

PARTICULARS	DATE & TIME OF SUBMISSION OF TENDER	DATE & TIME OF OPENING TENDER
a)Techno-Commercial bid along with EMD and CCI tender documents duly signed (each page initialled) in token of acceptance of terms and conditions.	20.10.2011 (Upto 2.30 PM)	20.10.2011 (at 3.00 PM)

b)Price bid *

1.*the time and date of opening of price bid will be informed to only such of those tenderers whose techno-commercial offers are found acceptable.

2. The EMD must be submitted alongwith the Techno-Commercial bid for a value of Rs.1,40,000/- and must not be enclosed with the price bid (refer clause I of Part-II). Offers not accompanied with the requisite EMD may not be considered.

3.The validity of the offer should be kept open for acceptance for 4 months from the date of opening of techno-commercial bid.

4. The price bids should be submitted only as per CCI's price bid format otherwise the tender is liable for rejection.

5. The tender documents comprise of following:

- a) Covering letter which must be submitted by the tenderer duly signed.
- b) Part I - Instruction to tenderers
- c) Part-II – General terms & conditions
- d) Part-III – Special terms & conditions
- e) Part-IV - Scope of Work
- f) Price Bid Proforma (Price schedule) to be submitted duly filled in separate sealed cover. Cost break up rates quoted may also be furnished.

6) **PRE-BID MEETING**

A **Pre-bid meeting / conference** will be held at **11:00 hrs on 07.10.2011** at CCI Scope office, New Delhi. All prospective bidders are requested to attend the pre-bid conference for better understanding of the Scope of Work, get doubts / queries etc. sorted out / clarified before filling up the tenders.

Please confirm your participation by return post.

Yours faithfully,
FOR CEMENT CORPORATION OF INDIA LTD

Sr. Manager (System)

Encl: As above

COVERING LETTER WHICH MUST BE SUBMITTED BY THE TENDERER DULY FILLED IN AND SIGNED.

Ref.....

Date:

The Sr. Manager(System),
Cement Corporation of India Ltd.,
Core-5, 7th Floor, Scope Complex
Lodhi Road, New Delhi – 110 003

**SUB: APPOINTMENT OF CONSULTANT FOR END-TO-END
CONSULTANCY SERVICES FOR IMPLEMENTATION OF
ENTERPRISE RESOURCES PLANNING IN CCI.**

REF: Your Letter No..... dt.....

Dear Sir,

With reference to your tender for the above work, We/I hereby submit our / my tender in two separate sealed envelopes duly sealed in a common envelope as per instructions in the tender documents. The required marking as per Clause 2 (b) of Part-I indicating reference of tender, has been done on all the envelopes.

A. The following documents are enclosed with the techno-commercial bids in one envelope superscribed "Techno-Commercial Bid"

1. One copy each of your terms and conditions in Part I, II, III & IV duly signed on each page in token of acceptance of the same in its entirety.
2. Earnest money of Rs.----- (Rupees -----) in the form of FDR/Bank Draft No..... datedin favour of Cement Corporation of India Ltd. payable at New Delhi/ B.G. from any nationalized bank (in CCI format enclosed at Annexure - A) No..... dated.....
3. Certificate whether any officer of your Corporation is related to me/us or not (Annexure 'B')
4. List of unexecuted orders in hand as per (Annexure C part I & II)
5. Additional information to be furnished (Annexure D)
6. Details of orders executed, including CCI during last 3 years (Annexure D1)
7. i) Photo Copy of PAN card in the name of tenderer.
ii) Audited Annual Account for last 3 years.

- 8. Partnership Deed/Memorandum of Articles of Association by partnership firms/companies duly attested. In case of partnership deed, the same is registered/not registered. Copy of certificate of registration duly signed by registrar of companies.

B. Price bid only as per format enclosed in separate sealed envelope superscribed "PRICE BID"

We/I hereby declare that We/I have not been debarred from tendering for contracts in any of the departments of Govt./Semi Govt./Public Sector Undertaking and Local Bodies.

We/I certify that the information given by us/me in the tender documents are correct/true and if at any stage the same is found to be incorrect/false , the contract will be liable to be terminated/rescinded and action may be taken against us/me by the Corporation for damages.

We are/I am duly authorized / empowered to sign all the tender documents.

- a) Name of the Tenderer :.....
- b) Full Postal Address :.....
.....
.....
- c) Telegraphic Address/Telex/Fax.....
- d) Phone : Office.....Residence.....
- e) E-mail

Yours faithfully,

(SIGNATURE OF THE TENDERER WITH SEAL)

WITNESS (NAME & ADDRESS)

1.....
.....
.....

2.....
.....

CEMENT CORPORATION OF INDIA LTD.
(A GOVT.OF INDIA ENTERPRISE)

PART – I : INSTRUCTIONS TO TENDERER :

1.GENERAL :

- a)The tender should be addressed to the officer who has invited the tenders.
- b)Any offer made in response to this tender, when accepted by the Cement Corporation of India Ltd., will constitute a contract between the parties.

2. SUBMISSION OF TENDER :

- a) Every tender shall be made out in English. All amounts shall be indicated by tenderer in figures as well as in words. When there is any difference between prices quoted in figures and words, lower of the two shall prevail. Tender should be free from over writings. All corrections and alterations should be duly attested by the Tenderer. The word “NOT QUOTED” should be written against item in the schedule for which the tenderer does not wish to quote.
- b) Tender is to be sent by post or deposited in tender box kept for this purpose in the office of CCI so as to be available within the due date and time fixed, in a sealed envelope in the manner prescribed below:
 - i) Techno-Commercial terms and conditions should be sent in a separate sealed cover and should be superscribed as “TECHNO-COMMERCIAL BID”.
 - ii) The Price portion should be sent in a separate sealed cover and should be superscribed as “PRICE BID”.
 - iii) Both these sealed covers should be sent in a separate sealed cover and all the envelopes should be marked as under:-
 - A)Offer for
 - B)CCI’s Tender No.....
 - C)Date of opening of Tender
 - iv) In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof. In the event of the absence of any partner, it must be signed on his behalf by a partner holding power of attorney authorizing to do so.
 - v) In the case of a company, the tender should be signed in the manner as laid down in the said Company’s Article of Association.

- vi) A true copy of the partnership deed (and Articles and Memorandum of Company) duly attested should be furnished.
- vii) Tenders received after the specified time & date are liable for rejection.
- c) Tenders not submitted in the prescribed formats and not completed in all respect are likely to be rejected.
- d) The tender documents are non-transferable. Only those firms can participate in whose name the tender has been sold.
- e) The tender with terms and conditions in Part-I, II, III & IV duly signed on each page shall be sent alongwith EARNEST MONEY DEPOSIT and not be kept in the PRICE BID, but SHALL be enclosed with the COMMERCIAL BID.
- f) Tenderers shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their tenders even though the Corporation may decide to withdraw the “Invitation of Tender” or reject any/all tender(s) without assigning any reasons thereof.
- g) Tenderer must submit copy of his latest Income Tax Clearance Certificate / Latest Income Tax Return from appropriate Income Tax Authority in the form prescribed therefor duly attested by a Gazetted Officer.

3. OPENING OF TENDER:

- a) Tenders will be opened on the specified date and time in the office of the Officer inviting the tender or as directed by him, in the presence of such of those tenderers who may choose to be present. The representatives will have to establish their identity to the satisfaction of the Corporation by producing introductory letters from the firm/company. Otherwise they may not be allowed to be present at the tender opening.
- b) The tenders which are not received in separate covers as explained above are liable for rejection.

4. CLEAR UNDERSTANDING :

When a tenderer submits his tender in response to this tender documents, he will be deemed to have understood fully about the requirement, terms and conditions. No extra payment will be made or any other claim whatsoever entertained on the pretext that the tenderer did not have a clear idea of any particular point(s)

5. VALIDITY OF OFFER

Tender shall remain open for acceptance for 120 days or as may be specified from the date of opening of commercial bid. No revision/modification in the tendered rate will be allowed during the period of original validity of tender or the extended period except for any reduction/ revision as may be asked for specifically by CCI during negotiations.

6. REFERENCE LIST:

The tenderer(s) should submit along with their tender(s) the list of unexecuted orders in hand, if any, for same/similar jobs and period by which jobs are proposed to be completed (Proforma enclosed Annexure 'C')

7. AWARD OF CONTRACT:

a) The Corporation reserves the right

- i) To accept in its sole and unfettered discretion any tender for whole or part quantities/ part work or to reject any or all tenders without assigning any reasons thereof and without entitling the tenderer to any claim whatsoever.
- ii) To award the contract to one or more number of firms, either on equal price or on different prices.
- iii) To enter into parallel contracts simultaneously or at any time during the period of the contract with one or more tenderer(s) as the Corporation may deem fit.
- iv) To place adhoc order simultaneously or at any time during the period of the contract with one or more tenderer(s) for such quantity and for such jobs as the Corporation deem fit.

- b) Normally no price negotiation will be conducted. Tenderers are advised to quote lowest rates on firm basis in their offers.
- c) Firms which have failed to fulfil earlier contractual obligations may not be considered.
- d) If no separate agreement has been signed by the parties to the contract, the LOI/ Order resulting from this tender including all negotiation and detailed order to be issued subsequently, with its terms and conditions and stipulation as agreed to by the tenderer and to the extent modified during negotiations, constitutes the contract agreement relating to the work between the successful tenderer and the Corporation and the parties shall be bound by the terms and conditions and all provisions of this contract.
- e) The Corporation does not bind itself to accept the lowest or any tender to assign any reason for non-acceptance of the same.
- f) The Corporation shall mean and include the administrative and executive officers of its Corporation Office at New Delhi as well as of factories/ projects as the case may be who are identified to deal with matter relating to this contract on its behalf.

8. In case of the due date of sale/ submission/opening of tender falling on Government holiday(s), the succeeding working day/date will be treated as due day/date automatically. However, the time will remain unchanged.

9. The tenderer should have adequate experience in the related field and should furnish supporting documents giving details of similar job executed during last three years.

CEMENT CORPORATION OF INDIA LTD
(A GOVT. OF INDIA ENTERPRISE)
PART-II : GENERAL TERMS AND CONDITIONS

1.0 EARNEST MONEY DEPOSIT:

- 1.1 All tenderers including those registered with the Corporation should furnish earnest money, as specified, by way of Bank Draft or Fixed Deposit Receipt (FDR) in favour of Cement Corporation of India Limited payable at New Delhi or Bank Guarantee from any nationalized bank for equivalent amount as per CCI's format. Tender received without the Earnest money deposit, as specified in the tender, will be liable for rejection. Any other money held by or pending with the Corporation against any other contract will not be generally adjusted/ treated as EMD for this tender.
- 1.2 Earnest money will be forfeited if the rates are revised/or modified upward during the validity period or extended period. Earnest money will also be forfeited if the security deposit is not furnished within 15 days from the date of LOI or work not started after acceptance of the tenderer's offer by CCI.
- 1.3 The Earnest money deposit will not bear any interest.
- 1.4 The Earnest money deposit of successful tenderers would be adjusted towards the Security deposit and that of others will be refunded, except in the cases mentioned in 1.2 above and mentioned in Clause 2.3 below.
- 1.5 Public Sector Undertakings (Central/State) and SSI units registered with NSIC are exempted from submission of Earnest money deposit. The SSI units shall furnish a documentary proof to the effect that they are registered with NSIC along with the tender documents.

2.0 SECURITY DEPOSIT:

- 2.1 The amount of Security deposit as specified in the terms and conditions of the tender/LOI shall be deposited by the successful tenderers within 15 days of acceptance of offer i.e. issue of Rate Contract/P.O.
- 2.2 Failure to furnish Security Deposit in accordance with the conditions of the tender i.e. within 15 days of the acceptance of offer/issue of Rate Contract/P.O. will be considered to be breach of contract which would give the Corporation the right to terminate the contract and forfeit the EMD amount. For such breach of contract, the Corporation will also be entitled to take any other course of action against the successful tenderer as it may deem fit like stoppage of business dealings/ debarring from tendering, etc.
- 2.3 The Security deposit may be made either by bank draft or bank guarantee in favour of Cement Corporation of India Ltd. from any nationalized bank in the prescribed form valid for a 6 months beyond the date of completion of contract with a further claim period of 3 months. The Earnest money deposit in the form of bank draft will be adjusted towards portion of security deposit, in the case of successful bidder.
- 2.4 If work is not started after acceptance of tenderer's offer, EMD/SD will be forfeited.

- 2.5 In the event of any approved upward revision in the value of the contract the successful tenderer will, on receiving intimation, make further deposit as specified by the Corporation towards the increased value of the contract.
- 2.6 The security deposit will not bear any interest. The Corporation reserves the right to adjust security deposit towards any amount due to it from the successful tenderer against this contract or against any other contract with this Corporation and in such an event the successful tenderer on receipt of notice from the Corporation shall make further deposit to restore the security deposit to the full amount.
- 2.7 The security deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Corporation, should the successful tenderer either fail to complete the jobs assigned to him/them as per agreed time schedule or to fulfil his/their contractual obligations or to settle in full his/their dues to the Corporation.
- 2.8 The Corporation is empowered to deduct from the security deposit or from any other outstanding amount any sum that may be fixed by the Corporation as being the amount of loss or losses or damages suffered by it due to delay in performance or non-performance of any of the conditions of the tender/contract. The Corporation will, however, not be bound to prove any demonstrable loss or damages suffered.
- 2.9 The Corporation shall have a lien over all or any money that may become due and payable to the contractor under this contract or any other contract or transaction of any other nature either all alone or jointly with other and unless the Contractor pays and clears the claim of the Corporation immediately on demand, the Corporation shall be entitled at all times to deduct the said sum due from the contractor from any money/security deposit with which may have become payable to the contractor or may become due at any future date under this contract or any other contract or transaction whatsoever between the contractor and the Corporation without prejudice and in addition to the other rights of the Corporation to recover the amount of any such claim by other remedies legally available.
- 2.10 Bank Guarantee as required under this contract or agreed to against any advance made by the Corporation/ contract performance/equipment performance/ guarantee etc. shall be extended by the Contractor whenever so required by the Corporation and without any question for covering the period of completion and finalisation of work, performance etc. Failure to do so shall entitle the Corporation to encash the bank guarantee against it towards any dues, recoveries L.D. etc.

3.0 MEMBER OF THE CORPORATION NOT INDIVIDUALLY LIABLE:

No Director or official or employee of the Corporation shall in any way be personally bound or liable for acts or obligations of the Corporation under the contract or answerable for any default or omission in observance or performance of any of the acts, matters or things which are herein contained.

4.0 CORPORATION NOT BOUND BY PERSONAL REPRESENTATION:

The contractor shall not be entitled to any increase in the rates or any other right or claim whatsoever by reason of any representations, explanation or statement or alleged representation, promise or assurance given or alleged to have been given by any employee of the Corporation.

5.0 NON-PERFORMANCE OF CONTRACT/CANCELLATION OF CONTRACT/ RIGHT OF THE CORPORATION:

- 5.1 The Corporation reserves the right to cancel the contract if the contractor fails to carry out the jobs assigned to him as per contract and as per the instructions given by authorized representative of the Corporation. In addition, Corporation may also take any other remedial measures in such an event as described hereunder.
- 5.2 Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the tenderers, their partners agents or servants to any officer servant or representative of the Corporation for obtaining or for execution of this or any other contract or for receiving payments under the contract shall in addition to the criminal liability he may incur will subject to tenderer to cancellation and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the tenderer under this or any other contract. Any question or dispute as to whether the tenderers have incurred any liability under the clause shall be settled by the Corporation in such manner and on such evidence of information as it may deem fit and sufficient and the Corporation decision in this regard shall be final and conclusive.
- 5.3 In case of any compelling circumstances or for any other reasons and in the opinion of the Corporation, the contract needs to be determined and terminated at the stage during the execution, the Corporation shall be entitled to do so, giving one month's notice in writing. In such an eventuality, no compensation whatsoever for any arrangement is made by the contractor or for any liabilities incurred by him or any consequential loss will be payable by the Corporation except the payment for work actually done at contracted rates, after making good all dues recoveries L.D. if any etc. CCI also reserves its right to suspend the contract for any compelling reasons if in the opinion of the Corporation it is so required. In such an eventuality, the time of completion will be extended to the extent of suspension period but no claim whatsoever for any damages, increase in rates, idle wages machinery etc. will be payable to the contractor.
- 5.4 The Corporation also reserves the right to make risk purchase from the open market by tender or by any other mode of purchase at the risk and cost of supplier in respect of such quantities that the supplier fails to deliver in accordance with the schedule of delivery agreed to, after giving due notice to the supplier.

6.0 SUB-LETTING OF CONTRACT:

The contractor shall not sublet or assign this contract or any part thereof without obtaining prior written permission of the Corporation. In the event of the contractors subletting or assigning the contract or any part thereof without such permission, the Corporation shall have the right to rescind the contract and contractor shall be liable to the Corporation for any loss or damage which the Corporation may sustain in consequence or arising out of such cancellation. Even, in case subletting is permitted by the Corporation the party to whom subletting is proposed, will be subject to approval of the Corporation. However, the Corporation will not recognize any contractual obligations with the persons or party to whom the contract has been sublet including compensation under workman's compensation Act and the Contractor will be held responsible for the satisfactory, due and proper fulfillment of the contract.

7.0 CHANGES IN CONSTITUTION:

- 7.1 Where the contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Corporation which may be granted only upon furnishing of a written undertaking by the partner to perform the contract and accept all liabilities incurred by the firm and under the contract prior to the date of such undertaking.
- 7.2 On the death or retirement of any partner of the Contractor's firm before complete execution and performance of the contract, the Corporation may, at its option rescind the contract and in such case the contractor shall have no claim, whatsoever, for compensation of any kind, consequential loss etc. against the Corporation.
- 7.3 Without prejudice to any of the rights or remedies under this contract, if the contractor is a proprietorship concern and proprietor dies during the subsistence of the contract, the Corporation shall have the option to terminate the contract without paying compensation of any kind consequential loss etc. to any claimant i.e. legal heirs and successors.

8.0 FORCE MAJEURE CONDITIONS:

- 8.1 If any time during the continuance of the agreement/contract it becomes impossible by reasons of war, or war like operations, strikes, lock-outs, riots, civil commotion, epidemical sickness, pestilence, earthquake, fire, storm, or floods, the contractor shall during the continuance of such contingencies, not be bound to execute the contract during this period as per agreement/ contract time schedule. The work shall be resumed immediately the contingencies has have ceased or otherwise determined and contractor's obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The contractor shall however, inform the corporation by registered post about such acts at the beginning and end of the above causes of delay within ten days of occurrence and ceasation of such force majeure conditions.

- 8.2 In the event of delay lasting over one month, if arising out of cause of force majeure the Corporation reserves the right to cancel the order/ contract without any compensation whatsoever, and/or any consequential loss etc.
- 8.3 Only events of Force Majeure which affect the work at the time of its occurrence shall be taken into cognizance. The Corporation shall not be liable to pay any extra costs or increased rates due to delay under Force Majeure conditions. Only appropriate extension of time will be granted.

9.0 NOTICE:

- 9.1 Any notice hereunder may be served on the contractor by registered post/ mail at his last known address. Proof of issue of any such notice at this address shall be conclusive proof of having received the notice by contractor.

10. DISPUTE UNDER THIS CONTRACT AND ARBITRATION:

- 10.1 In the event of any question/ dispute, breach or difference arising in respect of the meaning and scope of terms & conditions herein or in connection with any matter under this agreement (except for those matters which are to be decided as per provisions made in these terms & conditions), the same shall be referred to the Chairman-cum-Managing Director of Cement Corporation of India Limited for appointment of a Sole Arbitrator. There will be no objection if the Arbitrator so appointed is or was an employee of the Corporation and whether he had at any time in discharge of his duties as an employee had expressed views on all or any of the matters in dispute or difference or dealt with the matter in substance. The Arbitrator shall give award with reasons in respect of each claim, dispute or difference referred to him in the event the value of the dispute(s) exceeds Rs.50,000/-. The award of the Arbitrator shall be final and binding on the parties to this contract.

- 10.2 Subject to aforesaid the Arbitration & Conciliation Act, 1996 and the rules made thereunder and any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.
- 10.3 The work under the contract shall be continued uninterrupted during the pendency of the arbitration proceedings and no payment due from one to the other parties therein shall be withheld on account of pendency of such proceedings unless such payment related to the matter under arbitration.
- 10.4 The venue of the arbitration shall be New Delhi or such other place as the arbitral tribunal at his discretion may determine.

11.0 JURISDICTION:

- 11.1 It is hereby agreed by the parties here to that only courts at New Delhi/ Delhi shall have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this agreement.

12.0 LAWS GOVERNING THE CONTRACT:

- 12.1 This contract shall be governed by the laws of Union of India in force.

13.0 WAIVER NOT TO IMPAIR THE RIGHT OF THE CORPORATION:

13.1 Any delay in exercising or omission to exercise any right, power or remedy accruing to the corporation upon any default under this contract shall not impair any such right, power or remedy or shall be construed to be inaction of the Corporation in respect of any such default or any acquiescence by the Corporation effect or impair any right, power or remedy of the Corporation under this contract.

14.0 **CONDITION GIVEN BY THE TENDERER:**

14.1 With the acceptance of the terms and conditions described in this tender any terms and conditions given by the tenderers contrary to those conditions shall be treated as withdrawn by the tenderer(s).

15.0 **OTHER COMMERCIAL TERMS AND CONDITIONS**

15.1 **PRICES:**

- a) Total Prices quoted shall be firm during the tenure of the contract and shall be inclusive of packing, forwarding charges and on F.O.R./F.O.T. station of dispatch/ destination.
- b) Any statutory levy / variation in the excise duty, Cess on ED sales tax and entry tax etc. on the items ordered (final finished items for which rates are quoted) at the rates prevailing on the date of scheduled delivery or at the rates prevailing on the date of supply whichever is lower, shall be borne by the Corporation. However, supplier has to furnish documentary evidence i.e. Notification for such levy/variation.
- c) Prices are to be quoted on firm basis and there shall be no variation of the same during the period of contract unless specifically agreed to and provided in the contract.
- d) If the dispatches are made within the scheduled time, prices as per the contract will be payable. However, if the dispatches are delayed, the Corporation will have the option to either charge liquidated damages or rate difference calculated on the basis of prices pertaining to the schedule date of dispatch and/or prices applicable to the actual date of dispatch i.e. prevailing rate, whichever is higher i.e. ordered value minus liquidated damages or prevailing rate whichever is lower, will be paid. However, extension in the validity of the contract will be required if the dispatches are made after expiry of the contract. If at any time, during the said period, the supplier reduces the sale price of such stores or sell such stores to any other person at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Corporation and the price payable under the contract for the stores supplied after the date of coming into force such reduction or sale, shall stand correspondingly reduced.

15.2 **SALES TAX: (Not Applicable)**

The Central or State sales tax, if applicable will be paid at concessional rate on the cost of the finished goods being supplied including excise duty thereon at the rates prevailing at the time of scheduled delivery period subject to the suppliers claiming the same as a separate item in their bill. The paying authority shall furnish 'C' form/ declaration form at the time of

final settlement of the bills. The supplier shall furnish the following certificate on the body of the bill claiming aforesaid amount of Sales Tax.

“It is certified that the goods, on which sales tax has been charged, have not been exempted under the Central Sales Tax Act, or the State Sales Tax Act or the rules made thereunder. The amount charged on account of sales tax on those goods are not more than what is payable under the provisions of the relevant act, or the rules made thereunder.”

“Certified further that we (our branch/or Agent) address are registered as dealers in the State of under local Registration No. and in the State of under Central Registration No. for purpose of Sales Tax.”

15.3 EXCISE DUTY & CESS ON EXCISE : : (**Not Applicable**)

In case Excise duty & Cess on Excise Duty is payable on the finished goods which are to be supplied, the supplier shall record the following certificate on their bills.

“It is certified that the excise duty & cess on excise duty, on the goods on which it has been charged, has actually been paid by us and is not more than that is payable under the provisions of the relevant act, or the rules made thereunder. Excise duty gate pass should be enclosed along with the supplies and photo copy of ED gate pass should be enclosed along with copy of invoice to be forwarded to C.O. MM deptt.”

15.4 PACKING AND MARKING: (**Not Applicable**)

- a) All machinery equipments, hardware items and materials prone to deterioration shall be adequately packed to protect them against all damages, pilferage, rust etc. during transit and from atmosphere. Packing shall be adequate and suitable for transport by rail/ road as required. Each package shall contain order no. and date and name of consignee.
- b) Each consignment must relate to one purchase order only. Where dispatch of material against more than one orders in a single consignment/ case is warranted, the material against each order should be packed separately. Order numbers should be visibly marked outside all packages for easy identification.
- c) Any loss, damages or pilferage in transit due to faulty/ inadequate packing or on any other account will be to the account of the supplier.
- d) All packing and forwarding charges are to be borne by the supplier.

15.5 DELIVERY AND LIQUIDATED DAMAGES:

- a) The successful tenderer, on receipt of Purchase Order, will finalise a detailed manufacturing schedule keeping in view the overall delivery schedule as per the order. He will indicate the completion dates of critical activities and on approval by CCI, the same will form the basis for monitoring the progress when the items are taken up for manufacture. The

copies of the schedule shall be forwarded to Inspecting Authority besides Material Management Department.

- b) LD for delay in delivery shall be levied @ ½% per fortnight or part thereof on the belated supplies against each indent subject to maximum of 5% of the delayed portion of supplies against that indent. The corporation will, however, not be bound to prove that it has suffered to the extent of LD claimed. The LD for delay in delivery shall be levied on the landed cost at CCI's units inclusive of basic prices, taxes, duties & freight etc.
- c) The time and date of delivery is the essence of the contract and the goods must be dispatched within the time and subject to the conditions specified. For such breach of contract, the Corporation will be entitled to take any other course of action against the supplier as it may deem fit like stoppage of business dealings/ debarring from tendering etc.

15.6 FREIGHT (**Not Applicable**)

- a) Stores, ordered for, must be dispatched in such a way that the total freight charges whether based on cubic measurement or weight should be minimum keeping in view that the underload consignment are to be avoided.
- b) The supplier shall obtain clear and unconditional Railway Receipt/ Parcel way bills/ lorry receipts from the Carriers.
- c) The supplier shall have to make arrangements for the dispatch of all over size dimensional consignments to purchaser's site and shall be responsible for taking permission, if necessary, from the concerned authorities for the movement of such oversize consignments from the station of dispatch to destination station. All expenses incurred in this connection shall be borne by the supplier.

15.7 INVOICING (**Not Applicable**)

- a) Two copies (one of which should be in original) of invoice, packing list/ delivery challan along with Railway receipt/ Lorry receipt/ Parcel waybill, Inspection certificate issued by the inspecting authority or similar other documents as above should be sent to the consignee. The documents as above should be sent within 72 hours from the dispatch of the consignments to avoid payment of demurrage/ wharfage. Any demurrage/ wharfage paid by the Corporation due to non/late receipt of documents will be to the account of supplier.
- b) A telegraphic intimation giving details of RR/Lorry receipt/ Parcel way bill, consignment details, such as no. of packages, weights and values shall be sent to the consignee in advance.
- c) One copy of invoice pre-receipted along with copies of packing list, delivery challan, inspection certificate issued by the inspection authority shall be sent to the paying authority. In case the dispatch documents are to be sent through bank, advance copy of the invoice shall be sent to the paying authority within 72 hours of the dispatch of the consignments.
- d) One copy of the invoice along with a copy of packing list delivery challan shall be sent to the Officer who has placed the order.
- e) If any extra charges including wharfage or demurrage are incurred in taking delivery of the consignment due to supplier's failure to observe the conditions mentioned above same will be recovered from the supplier.

15.8 INSPECTION: (Not Applicable)

- i) Pre-inspection at supplier's work will be carried out by P&I Dept. of CCI/ Unit/ any other agency at the sole discretion of CCI.
- ii) All inspection calls will be issued from the works and not Sales Office with the stamp of the supplier, giving a clear notice of 21 days from the date of stamp of the Post Office when any items are offered for inspection.
- iii) Inspection will cover checking of all items being manufactured by the supplier at his own works, at the works of his sub-supplier and also of any of his bought out items.
- iv) The supplier will provide all facilities including tools, instruments and other apparatus to inspecting officer to facilitate inspection and avoid delay in work on this account.
- v) The test would normally be conducted as per BIS standards wherever available and in other cases as per prevalent engineering practices for consignments, checking of material will be done for chemical analysis, physical properties, visual inspection, non-magnetic property, test certificates and other non-destructive tests (if specified in the purchase order). Test verification of chemical composition will be done in a Govt. laboratory/ Govt. approved laboratory/any other reputed laboratory at the discretion of CCI wherever required.
- vi) The Inspector will have access to the premises/ workshop of supplier, his sub-supplier at all reasonable times to undertake inspection, take samples, take any other measurement or readings and to check the progress of any of the items.
- vii) Inspection will include checking of raw materials manufacturing procedures, stage inspection (as per stages to be indicated/ required by CCI during execution) and final inspection. All detailed records about the stage inspection will always be kept by the manufacturer and CCI inspector will be at liberty to check those records on demand.
- viii) For any sub contracted items, supplier will inspect them himself before offering them to CCI for inspection. In this regard, the supplier will submit his inspection report along with all documents while giving inspection call for sub-contracted items.
- ix) The supplier will immediately on receipt of the order, draw an inspection plan with CCI for identifying the stages at which checking is to be done to meet with CCI's requirements.
- x) Final inspection will be carried out when the material/equipments are ready in all respect preferably before painting. The extent and type of inspection will depend upon type of equipment/ item and its function in general and will include items like checking of critical dimensions, physical tests, straightness/ flatness and surface finish, checking of hardness of components, carrying out load/ no load trials, dynamic/ static balancing, leakage and hydraulic tests contract impression, tooth profile and back lash etc.
- xi) The manufacturer will supply to the inspector all test certificates and records of their own internal inspection at the time of final inspection. These will include manufacturing records, destructive and non destructive tests, impulse test etc.
- xii) If the inspector has advised the supplier to do certain rectification before dispatch of materials, these instructions will be carried out and materials will not be dispatched without these rectifications. Inspection by CCI inspectors will not

absolve the supplier from his responsibility regarding the quality of materials supplied by him or his sub-contractors/ sub-suppliers. CCI will have the right to reject the materials if after their receipt at site, it is found that the rectifications advised by CCI were not carried out or the items do not give the specified performance as per the specifications and the guarantees.

- xiii) For long delivery items, the supplier will send a monthly progress report indicating the latest status of each item/assembly to enable CCI to know the progress of work.
- xiv) Notwithstanding the stage/final inspection done at the works of supplier, CCI reserves the right to inspect or test the goods at its destination site and any defects/short-comings noticed will be made good by the supplier/work as per contracted time schedule, at his own expenses.
- xv) CCI reserves the right to inspect any bought out item and in this regard the supplier will submit all necessary records, data and documents so as to enable CCI inspector to undertake inspection.
- xvi) No material will be dispatched under any circumstances without clearance from CCI Corporate Office.
- xvii) All costs involved in connection with inspection/testing will be borne by the supplier.

15.9 WARRANTY REGARDING QUALITY OF MATERIALS SUPPLIED (**Not Applicable**)

- a) Supplier shall guarantee that all the items supplied by them whether manufactured by them or their sub-contractor or purchased from any other source and supplied to the corporation shall be new and free from all defects arising due to defective material or manufacturing defects. Items supplied shall be first class workmanship with effective design.
 - b) The supplier shall warranty to replace, rectify or repair free of cost at the factory site, the component or part of item proved to have become unserviceable due to any of the above defects within period of 12 months from the date of use of the material or 18 months from the date of dispatch of item(s) whichever is earlier. In the event of the supplier not complying with the above within a reasonable time, the corporation will have the option to rectify/repair or replace the defective part(s)/component after giving three weeks notice to the supplier and recover the cost from the supplier.
16. CCI reserves the right to request for diversion of dispatch of materials to any of its other units. Difference in taxes, duties and freight charges if any, shall be borne by CCI.
17. In the event of negotiations, only downward revision of rates will be allowed. Any change in techno-commercial terms as agreed earlier, will not be permitted at this stage. Hence any qualifying remarks in the price bid revised/ negotiated offer will not be entertained and shall render the tender liable for rejection and forfeiture of earnest money deposit.
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CEMENT CORPORATION OF INDIA LTD
NEW DELHI

ANNEXURE – “A”

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Where as M/s (name and address of the party) a Company incorporated under the Companies Act, 1956, having its registered office at (hereinafter called the Tenderer) wish to participate in tender enquiry no..... of the Cement Corporation of India Ltd., a Company incorporated under the Companies Act, 1956, having its registered office at SCOPE complex, Core-V, 7 Lodi Road, New Delhi 110003 (hereinafter called the ‘Corporation’) for ** supply/execution of (name of the supply item/work) for (name of CCI’s Project/Factory).

AND WHEREAS in terms of the tender conditions the tenderer is required to furnish to the CORPORATION a bank guarantee for the sum of Rs..... (Rupees (in words) as Earnest Money Deposit against the ‘Tenderer’s offer aforesaid.

AND WHEREAS we (name and address of the bank) have at the request of the Tenderer agreed to give to the CORPORATION this guarantee as hereinafter contained.

We (name of the bank) hereby undertake the guarantee to pay immediately to the CORPORATION on demand in writing by the CORPORATION the amount of Rs..... (Rupees (in words), without any reservations and recourse, if the Tenderer shall for any reason backout, whether expressly or impliedly, from their said tender during the period of its validity of any extension thereof or the Tenderer fails to execute the order/ work awarded to them by the CORPORATION against the said tender.

We (name of the bank) further agree that our liability to pay the aforesaid amount is not dependent or conditional on the CORPORATION proceeding against the Tenderer and we shall be liable to pay the amount, without any demur merely on a claim being raised by the CORPORATION.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said TENDERER but shall in all respects and for all purpose be binding and operative until payment of all moneys due to CORPORATION in respect of such liability or liabilities are paid.

NOTWITHSTANDING anything to the contrary in aforesaid paragraphs, our liability under the guarantee is restricted to Rs..... (Rupees..... (in words), our guarantee shall remain in force till (date) (to be given for 6 months from the date of opening of Techno-commercial bid). Unless a suit or action enforce a claim under the guarantee is filled on us within two months from the aforesaid date viz.,, we shall be relieved and discharged from all liability thereunder.

We (name of the bank) lastly undertake not to revoke this guarantee during its currency except, with the previous consent of the CORPORATION in writing.

For

Dated

* Delete if not applicable

** Delete whichever is not applicable

CEMENT CORPORATION OF INDIA LTD
NEW DELHI

ANNEXURE – 'B'

I declare that the following officer of the Corporation are related to me/ no officer of the Corporation is related to me:

S.No.	Name of the Officer	Post held	Place of posting
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Signature of tenderer
(Name / full address with seal)

CEMENT CORPORATION OF INDIA LTD
NEW DELHI

ANNEXURE – 'C'(part –I)

**PROFORMA ON EXPERIENCE OF CONSULTANT IN
END-TO-END CONSULTING SERVICES FOR IMPLEMENTATION OF
ERP. (To be given along with Techno- Commercial bid)
(to be filled separately for different orders)**

Sl No.	ORGANISATION DETAILS	RESPONSE
1	NAME OF THE ORGANISATION	
2	POSTAL ADDRESS FOR CORRESPONDANCE	
3	PHONE	
4	FAX	
5	NAME OF THE CHAIRMAN/MD	
6	NAME & DESIGNATION OF THE CONTACT PERSON	
7	E-MAIL ADDRESS OF THE CONTACT PERSON	
8	PHONE. FAX & CELL No. OF CONTACT PERSON	PHONE: FAX: CELL:
9	LATEST ISO CERTIFICATION DETAILS	
10	LATEST CMM CERTIFICATION DETAILS	
11	NAME OF THE ERP PRODUCTS OF INTERNATIONAL REPUTE ON WHICH COSULTANCY /IMPLEMENTATION IS PROVIDED	

Note: Please attach photo copies of contracts

Signature of tenderer
(Name / address with seal)

Place:

Date:

CEMENT CORPORATION OF INDIA LTD

NEW DELHI

ANNEXURE – ‘C’ (part –II)**CONCURRENT COMMITMENTS OF THE TENDERER**

**NAME OF TENDER: END-TO-END CONSULTING SERVICES FOR
IMPLEMENTATION OF ERP**

NAME OF THE TENDERER:

Full Postal Address of Client and Name of Officer-In-charge	Work/Contract Description	Value of contract Expected date of Completion Remarks, if any

Signature of tenderer

(Name / address with seal)

Place:

Date:

CEMENT CORPORATION OF INDIA LIMITED
NEW DELHI

ANNEXURE- 'D'

FORMAT FOR ADDL. INFORMATION TO BE FURNISHED BY THE TENDERERS

(REFER SPL. INSTRUCTIONS PART III SPL. TERMS & CONDITIONS)

1. Name of the Firm
2. Complete Postal address/Gram/Tlx/Phone etc.
 - a) Head Office/Corporate Office
 - b) Factory
 - c) Other branches (incl. Delhi office, if any)
3. Whether Public Sector/Private Sector/Joint Sector etc.
4. Type of Organisation :
 - A. In case of Proprietors/Partnership
 - i) Name of the Proprietors/Partners
 - ii) Whether business/Partnership is registered
 - iii) Date of commencement of business
 - iv) Status of Income Tax assessment(Please attach copy of Valid Income Tax clearance certificate)
 - v) Name & address of the Bankers (Please attach reference letter from your banker)
 - B. In case of Limited Liability Company or Company Limited by Guarantees
 - i) Amount of paid-up Capital
 - ii) Name of Directors
 - iii) Date of Registration of Company
 - iv) Copies of last three years audited balance Sheets of company (including Profit & Loss Statement) to be enclosed.
 - v) Name & address of the Bankers (please attach reference letter from your banker)
5. Date of commencement of production of item for which tender is being submitted

6. Annual turnover for last 3 years _____ Amount Rs. In lakhs
of the category/item for which tender
is being submitted.
7. Details of orders executed/completed including
CCI's, if any, during last 3 years (details to be
Furnished as per Annexure-'C'(part –I & II)). (Photocopies of
orders/contracts alongwith performance certificates
from buyers to be enclosed).
9. Present order in hand (Details to be furnished as
per Annexure `C' part I & II) (Photocopies of orders/
contracts to be attached).
10. Details of Foreign collaboration, if any. (Please
attach photocopies of collaboration agreement if
it is there).
11. **FINANCIAL**
- a) Investment on fixed assets of building,
fitting & fixtures.
- b) Investment on Plant & Machinery tools
And dies etc.
12. Are you on the approved list with any of the following
- Any Public Sector Undertakings
 - Cement Plants
 - Other reputed agency
- (Enclose photocopies of Registration Certificates)

13. LIST OF ENCLOSURES ATTACHED BY VENDORS TO BE INDICATED

	Enclosed	Not Enclosed
a) Latest Income Tax Clearance Certificate/ Latest Income Tax Return	_____	_____
b) Partnership Deed, if applicable	_____	_____
c) Copies of last three years audited Balance sheets with Profit & Loss A/cs	_____	_____
d) Photocopies of Performance Reports From the customers	_____	_____
e) Details of present orders in hand (as per Annexure – C-II)	_____	_____
f) Photocopy of foreign collaboration, If applicable	_____	_____
g) Reference from the Bankers indicating Financial status of the company	_____	_____

It is hereby solemnly declared that the above information and the date furnished in the enclosed Annexure is true to the best of our knowledge.

Signature of Tenderer

Name of the Singnatory

Designation
Seal of the Company

Place :

Date :

CEMENT CORPORATION OF INDIA LIMITED

NEW DELHI

ANNEXURE – D-1

DETAILS OF ORDERS EXECUTED
INCLUDING CCI DURING THE LAST THREE YEARS

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Name of firm :

Type of items (give details)	Name of the party to whom supplied	Value	Date of order	Delivery date	Date of actual completion
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Date :

Signature :

Name :

Designation :

PART –III : SPECIAL TERMS & CONDITIONS

1. SECTION-A : DEFINITION & INTERPRETATION

1.1. Definition

In the Appointment of consultant for end-to-end consultancy services for implementation of Enterprise Resources Planning in CCI (as hereinafter defined as contract / consultancy service) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- 1.1.1. The ‘Owner’ shall mean the Cement Corporation of India Limited (CCI), a Company incorporated under the Companies Act, 1956 having its registered office at Core 5, Scope Complex, 7, Lodhi Road, New Delhi 110003 or any other place as modified subsequently and shall include its Chairman-cum-Managing Director or other Administrative Officers authorised to deal with these presents are concerned on his behalf posted in any of the Offices of CCI and shall also include Owner’s successors and assignees.
- 1.1.2. The ‘Tender’ shall mean the tender submitted by the tenderer for acceptance by the Owner.
- 1.1.3. The ‘Chairman-cum-Managing Director’ shall mean the Chairman and Managing Director of Cement Corporation of India Ltd, or his successors in office as designated by the Owner.
- 1.1.4. The ‘Consultant’ or ‘Contractor’ shall mean the person or persons, firm or company whose tender has been accepted by Owner and includes the Consultant’s/ Contractors ’s legal representatives, his successors and permitted assignees.
- 1.1.5. The ‘Sub-contractor’ shall mean any person or firm or company (other than the contractor) to whom any part of the work has been entrusted by the Consultant/contractor, with the written consent of the owner or his representative and the legal representatives, successors and permitted assignee of such person, firm or company.
- 1.1.6. The ‘Engineer- in-Charge’ or ‘Manager- in-Charge’ shall mean the person nominated by the Owner from time to time and shall include those who have been expressly authorised by the Owner to act for and on his behalf for all functions pertaining to operation of this contract.

All functions pertaining to this contract means all acts necessary for execution of the contract coordinating between the different agencies and final closing of the contract.

- 1.1.7. The 'Contract' shall mean the agreement between the Owner and the Consultant /contractor for execution of the contract including therein all documents such as the invitation to Tender, instructions to Tenderer, Special Conditions of Contract, Scope of Work, Agreed Variations if any, etc.
- 1.1.8. The 'Contract Document' shall mean collectively the tender documents, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.1.9. 'Site' shall mean the locations and places wherever business activities are conducted by the Owner. A list of such locations is provided at section 2.
- 1.1.10. 'Unit' shall mean the manufacturing locations of CCI.
- 1.1.11. 'Offices' shall mean Corporate Office, Regional Offices, Branch Offices at various towns and cities.
- 1.1.12. 'Notice in writing or written Notice' shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post/speed post/e-mail to the last known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post/electronic post it would have been delivered.
- 1.1.13. 'Approved' shall mean approved in writing including subsequent written confirmation of previous verbal approval and 'Approval' means approved in writing including as aforesaid.
- 1.1.14. The 'Period of Liability' in relation to the contract means the specified period of contract execution as agreed in the contract.
- 1.1.15. The 'Appointing Authority' for the purpose of arbitration shall be the Chairman and Managing Director or any other person so designated by him.
- 1.1.16. The 'Alteration/Variation Order' means an order given in writing by Engineer- in-Charge/Owner to effect addition to scope or deletion from scope of the contract.
- 1.1.17. 'Letter of Intent' shall mean intimation by a Letter to tenderer that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.1.18. 'Days' means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.19. 'Working Day' means any day which is not declared to be holiday or rest day by the Owner.

- 1.1.20. 'Week' means a period of working days.
- 1.1.21. 'Value of Contract' shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the contract rates as payable to the contractor for providing the consulting services.
- 1.1.22. 'Headings and Marginal Notes' in these contract documents are given solely for facility of reference and are not part of the contract documents and are not to be taken into account in the interpretation of the provisions of the contract.
- 1.1.23. 'Singular and Plural': The singular shall include the plural and vice versa wherever the context so requires.
- 1.1.24. 'OEM' means the Original Hardware Equipment and ERP Software Manufacturer.
- 1.1.25. 'Implementation Partner' is the Consultant authorised by OEM to provide implementation services on the OEMs products and/or equipment.
- 1.1.26. 'Project Manager' is a person with at least 15 years of IT experience having successfully managed at least two ERP implementation projects in large organizations.
- 1.1.27. Senior Consultant is a person with an experience of 10 years and above, having at least two ERP modules implementation in a large organization.
- 1.1.28. 'Junior Consultant' is a person with an experience of 5 years and above, having implemented at least one ERP module in large organizations.

SECTION-B: FACILITIES TO CONTRACTOR

2.1. Location of Sites and Regional Offices and Access by Road :

2.1.1. Location of Sites and Regional Offices:

a) Tandur Plant and Mines:

Tandur Cement Plant is located at 14 km from Tandur railway station and 120 km from Hyderabad by road. Distt. -K.V. Rangareddy . State- AP.

b) Rajban Plant and Mines:

Rajban Cement Plant is located at 60 km from Dehradun and 70 km from Yamunanagar by road. It is 10 Kms from Ponta Sahib by road. Distt. - Sirmaur. State - Himachal Pradesh

c) Bokajan Plant and Mines :

The Bokajan Cement Plant is located at 21 km from Dimapur Airport & 350 km from Guwahati. Distt.- Karbi Anglong . State - Assam

d) Corporate Office :

Corporate Office is located at Core 5, Scope complex, 7 Lodhi Road, New Delhi - 110003.

e) Zonal Office, North Zone:

Zonal office , North Zone is located at 31-B, 1st Floor, Rajpur Road, Dehradun, Uttranchal – 248001.

f) Zonal Office, South Zone:

Zonal Office, South Zone is located at Flate Nos. 437 to 439, 4th Floor, Chandralok Complex, Sarojinidevi Road, Secunderabad 500 003 A.P.

g) Zonal Office, East Zone:

Zonal Office, East Zone is located at GS Road, 2nd Floor, Bhangagarh, Guwahati, Assam 781005.

h) Regional Office, North Region :

Regional Office, North Region is located at SCO 56-57, Sector- 17D, Chandighr-160017

i) Regional Office, South Region

Regional Office, South Region is located at 1st Floor, Bhagwat Chitra mandir, 8, Murarji Peth, Solapur – 431001.

J) Any other location (s) that may be may subsequently be added by CCI.

SECTION-C: SPECIAL CONDITIONS OF CONTRACT

In addition to the General Terms and conditions of tender under PART – I & II, the following terms and conditions will also apply to the contract. These special terms and conditions, if contradictory to any conditions given in PART – I & II , will prevail upon the conditions given therein.

3.1. ELEGIBILITY CRITERIA :

The bidding organisation

- 3.1.1. Should be latest ISO certified.
- 3.1.2. Should be latest CMM (Capability Maturity Model) certified.
- 3.1.3 . Should be a company registered under the Indian Companies Act,1956.
- 3.1.4. Should have thorough knowledge of various ERP products and direct experience with at least two ERP products of International Repute as consultant.
- 3.1.5. Should have experience in offering consultancy service for selection and Implementation of ERP for at least two large process industries with at least one PSU in last five years.
- 3.1.6. Should have covered Finance, Commercial (including Indian Taxation), HR & Manufacturing functions.
- 3.1.7. Should have experience in configuring IT infrastructure for ERP implementation.
- 3.1.8. Should be financially sound with annual turnover of at least Rs. 50 crores for last 3 years and Rs. 5 crores from ERP related activities.
- 3.1.9. Should have dedicated teams of experienced IT personnel for CCI job, whose profile is to be provided.
- 3.1.10 Should furnish Customer satisfaction reports.
- 3.1.11. The appointed consultant/contractor cannot sub-contract the activity and the Selected consultant shall not be permitted to participate directly as an implementation agency in the subsequent phase.
- 3.1.12 The consultancy firm should have atleast 50 fulltime professionals in IT program management, IT consulting, BPR, ERP consulting, Network, Security related fields evidenced by a certificate signed by the competent authority of the consultancy organization.

4.0. SCOPE OF WORK FOR END-TO-END CONSULTANCY SERVICE FOR IMPLEMENTING ERP SOLUTION IN CCI

The detail scope of work has been given in PART-IV of this tender.

5.0. Damages to Equipment

- 5.1. The Owner is not liable for any loss or damage to the Consultant/Contractor's equipments as a result of variation in voltage or frequency or interruption in power supply or other loss to the Contractor arising therefrom.
- 5.2. In case of damage to any of the Owner's equipment on account of fault, intentional or unintentional on the part of the Contractor and/or his appointed/authorised service personnel, the Owner reserves the right to recover the cost of such damage from the Contractor's bill.

6.1 Workspace for Consultant

The Owner will at his discretion and convenience and for duration of the execution of the contract may provide work space and/or storage space, for the only purpose of carrying out specified activities as per contract. On completion of the contract, the Contractor shall vacate with due inspection and clearance by Engineer-in-Charge.

6.2. Residential Accommodation for Consultant

Residential Accommodation for teams deployed at the respective units may be made available at the discretion and approval of the Management of that unit on chargeable basis as per the Owner's norms.

6.3 Transport for Movement. of Equipments

Consultant / Contractor shall make his own arrangements for movement of human resources and equipment within and outside the sites/units/offices at the various locations covered by the Contract.

6.4. FIELD MANAGEMENT AND CONTROLLING AUTHORITY:

The Engineer- in-Charge at the units and Corporate Office and the designated Officer at the Regional and Branch offices shall coordinate and supervise the consulting services provided by the contractor, to ensure minimum disruption of such services. It shall be the responsibility of the Contractor to plan, provide and execute the consulting services strictly in accordance with site and various offices' instructions and avoid hindrance to works being executed by other agencies. The instructions of Engineer- in-Charge shall be binding on the Contractor.

7.0 SECURITY DEPOSIT:

- 7.1. The successful tenderer shall furnish security deposit equivalent to 10% (Ten percent) of the contract / order value by way of Demand Draft / Bank Guarantee only from nationalized bank (in CCI format) in terms of clause No.2 of Part-II General Terms & Conditions towards satisfactory performance of the contract within fifteen days from the date of issue of Letter of Intent (LOI). The BG should be valid for 36 (Thirty Six) months with claim period of further 3 (Three) months.
- 7.2 If contractor/ Consultant or their employees damage, break, deface the property belonging to the Owner or others during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof; the Engineer-in-Charge / Manager-in-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Engineer- in-Charge / Managerin- Charge shall be final).
- 7.3 In the event of any breach by the contractor or any loss or damage occasioned by the owner which in the opinion of the owner has arisen, the decision where of shall be final and binding on the contractor or in the event of the termination of the contract for any such breach, the SD is liable to be forfeited. The decision of forfeiture by the Owner shall be final and binding on the contractor.

7.4 Security Deposit shall be refunded within 3 months of satisfactory completion of contract on the basis of certificate to be issued by the concerned official of the Corporation having been successfully completed. It shall be lawful if any difference or dispute is likely to exist, to defer repayment of Security Deposit or any portion thereof which may be due until such difference or dispute is finally settled or adjusted

8.0. CONTRACT PERIOD:

The Consultancy for ERP implementation covered by this contract shall be commenced within 21 (twenty one) days after the issue of the letter of intent (LOI). The contractor should bear in mind that time is the essence of the contract, and all efforts should be made to complete it in time..

The contract period shall not exceed Thirty (30) months from date of letter of indent (LOI) However the contract can be extended for further period if so desired at the sole discretion of the corporation

9.0. OWNERSHIP OF DOCUMENTS AND COPY RIGHTS

All study documents, data and specification prepared by the consultant shall be the property of CCI. As and when required or upon termination of the Agreement, the aforesaid documents including indigenous make reproducible shall be handed over to CCI.

Consultant shall take all necessary steps to ensure confidential handling of all the matters pertaining to business process studies, data, specifications, methods and other information developed or acquired by means of this Agreement or in the performance thereof.

10.0 PRICE

The price quoted by the tender should be inclusive of all duties, taxes including service tax, insurance (including insurance of their workers, transit insurance of materials etc.) and any other levies and will remain firm during the contract period and extension thereof. No escalation on any ground what so ever may it be , will be allowed.

11.0. BILLING AND PAYMENT TERMS:

Billing and Payments shall be carried out from Corporate Office. All interactions regarding the execution of the contract, submission of bills and correspondence on any matter shall be done with the designated Engineer In-charge. The **Paying Authority is HOD(Finance) , Corporate Office , New Delhi.**

The consultant shall submit bills with supporting documents for having achieved the designated milestone/activities. Payment shall be released within 30 working days of submission of the bill with supporting documents and after deducting applicable taxes, penalty and other recoverable against deduction of statutory taxes. Tax Deduction Certificates shall be issued at the end of the month.

Payment will be released at each designated stage, subject to:

- a) Raising of Invoice by the service provider
- b) Proof of Completion of work as per work contract and certification of the same by the Engineer- in-Charge. All bills should be addressed to the Engineer- in-charge of the Contract at Corporate Office.

Bills will be raised by the Consultant as per the following stages of completion of activities.

Stage-1: After completion of activities at serial 1 to 4 of the price bid format.

Stage-2: After completion of activities at 5 to 7 of the price bid format.

Stage-3: After completion of activities at serial no. 8 to 12.

Stage-4: After completion of activities at serial 13 and 14.

Stage-5: After completion of activities at serial 15 and 16..

12.0. Liquidated Damage (Penalty) :

- a. Time is essence of the contract. In case the contractor fails to provide consultancy services as stipulated in the Special Conditions to Contract and Scope of Contract, he shall be liable to pay to the Owner as compensation, an amount equal to 0.5 % of the value of the contract per fortnight of delay for such services subject to a maximum of 5 % of the total value of the contract.

13.0. Failure by the Contractor to comply With the Provisions of the contract:

- a. If the contractor refuses or fails to provide consultancy services with such diligence as will ensure its completion within time specified in the contract or extension thereof or fails to perform any of his obligations under the Contract or in any manner commits a breach of any of the provisions of the contract it shall be open to the Owner at its option by written notice to the Contractor to:-
- b. **Determine the Contract – Cancellation/Termination of Work:** The Cancellation of contract due to delayed service or due to poor or inadequate service will event in Risk-Service. The Cancellation of contract may be either for whole or part of the contract, and will be at the owner's option. However, before such cancellation, the owner shall give four-weeks notice to the Consultant for taking corrective action. In case, the Consultant does not take necessary corrective action to owner's satisfaction, within the said period of four weeks, owner shall be at liberty to terminate the contract in part or whole. The owner may avail, upon such terms and in such manner as he deems appropriate, service of other consultants at existing consultants risk and cost. If in the opinion of owner, the Consultant shall not be able to cure the fault even after notice, such notice shall not be necessary and the owner may terminate the Work order at the risk and cost of the Consultant.

- c. In such events of **clause 13.0** (a) above

- i) The whole or part of the P.G. Bond furnished by the Contractor is liable to be forfeited without prejudice to the Owner to recover from the contractor the excess cost referred to in sub -clause aforesaid.
- ii) The amount that may have become due to the Contractor on account of consultancy services rendered by him shall not be payable to him until after the expiry of six (6) calendar months reckoned from the date of termination of contract or from the taking over of the part thereof by the Owner as the case may be.
- iii) This amount shall be subject to deduction of any amounts due from the Contractor to the Owner under the terms of the contract authorised or required to be reserved or retained by the Owner.
- iv) Before determining the contract as per clause **13.0** (a) provided in the judgement of the Owner, the default or defaults committed by the Contractor is/are curable and can be cured by the Contractor, if an opportunity given to him, then the Owner may issue notice in writing calling the Contractor to cure the default within such time specified in the notice.
- v). The Owner shall have the right to proceed or take action as per clause **13.0** (a) above, in the event that the contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the contract in favour of his creditors or any other person or persons, or being a company or a corporation goes into liquidation, provided that in the said events it shall not be necessary for the Owner to give any prior notice to the contractor.
- vi) Termination of the Contract as provided for in sub -cause **13.0(b)** above shall not prejudice or affect the rights of the Owner which may have accrued up to the date of such termination. **38. Contractor Remains Liable to Pay Compensation if Action Not Taken Under Clause 13.0 above:**

14.0. Contractor's Responsibility with other Agencies:

- a. Without repugnance to any other condition, it shall be the responsibility of the contractor providing consultancy services to submit to and take written approval from Engineer- in-Charge for any other service required. The Engineer- in-Charge, before communicating his approval to any such scheme, with any required modifications shall get the final agreements of all such agencies, which shall be binding. No claim shall be entertained on account of above.
- b. The contractor shall conform in all respect with the provisions any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the consulting services work. The contractor shall keep the Owner indemnified against all penalties and liabilities of every kind, arising out of non adherence to such statutes, ordinances, laws, rules, regulations etc.

15.0. Other Agencies at site:

The contractor shall have to execute consultancy services in such place and condition where other agencies will be engaged for other works or similar works etc. No claim shall be entertained due to services/work being executed in the above circumstances.

16.0. Liens:

a. If at any time there should be any evidence or any lien, claim for which the Owner might have become liable, which is chargeable to the contractor, and then the Owner may pay and discharge the same and deduct the amount so paid from any amount which may be or may become due and payable to the contractor. If any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the Owner the cost such lien or claim including all payments and reasonable expenses. Owner reserves the right to the same.

b. No compensation in case of Change of Location of Site/Offices:

Changes of location of site/offices do not invalidate the contract and tenderer have no claim for any compensation for such changes.

17.0. Accident or Injury to Workmen

The owner shall not be liable for in any respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the contractor or any sub-contractor/franchisee save and except an accident or injury resulting from any act or default of the owner, his agents or servants and the contractor shall indemnify and keep indemnified the Owner against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

18.0. DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY

- a. Contractor's rates shall deem to include taking into account that he has to work in operating plant and shall take sufficient care in moving the equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the Owner or to a third party including over head and underground cables and pipelines. In the event of such damages including eventual loss of production and operation of the plants or services in any plant or establishment as estimated by the Owner or ascertained or by the third party shall be borne by the Contractor.
- b. Contractor shall also be responsible for making good to the satisfaction of the Owner any loss or damage to all structures and properties belonging to the Owner or being executed or procured or being procured by owner or by other agency within the premises of all the work of the Owner, if such loss or damages is due to fault and or negligence or wilful acts or omission of the Contractors, his employees, agents, representatives or sub - contractors/ franchisees.
- c. The Contractor shall indemnify and keep the Owner harmless of all claims and damages to property other than Owner's property arising under or by reason of this Contract if such claims result from the fault and/or negligence or wilful acts or omission of the contractor, agents, representative or subcontractor/ franchisee.

PART –IV

SCOPE FOR END-TO-END CONSULTANCY SERVICE FOR IMPLEMENTING ERP SOLUTION IN CCI.

1. Introduction: Cement Corporation of India (CCI), A Government of India

Enterprise has planned to implement an off- the-shelf enterprise resource planning (ERP) software package through out the enterprise by replacing the custom built, in-house developed commercial applications in the area of finance, materials including inventory management and procurement, production planning and monitoring, marketing including sales and distribution, human resources management and many other administrative systems. CCI is an enterprise having multiple establishments, Zonal, Regional and Area Offices supporting its domestic sales and Stockyards. Bidders are advised to visit out website www.cementcorporation.co.in for more details on the Enterprise, its establishments, products and performance and other related details. CCI uses a number of separate systems that perform the referred core functions above independently at each unit/zone in all functional areas. The existing IS (Information System) setup includes Financial Accounting, Provident Fund accounting, Pay roll accounting, MIS and marketing package. The computer systems supporting these core business functions are not integrated, technologically not up-to-date and have limitations in their capabilities. Additionally, there are many redundant unit/zone level systems that are not compatible with the core systems. CCI intends to move aggressively to replace the current aggregation of systems with an integrated, enterprise wide solution utilizing a robust new generation ERP package that will be used by all units of CCI to perform the commercial functions.

2 Project Approach: This project will have three phases.

- a. The **First phase** of this project comprises Business process analysis, measuring and recording performance of identified business processes, drafting tender documents for ERP and Integration Partner, framing bid evaluation criteria, Freezing Training requirements and organising the same. Outcome of this phase will be the tender documents and tender evaluation criteria for ‘ERP Product’ and the ‘Integration Partner’.
- b. The **Second phase** of the project comprises evaluation of Bids and selection of ERP solution and Integration partner, Pilot implementation of solution, tender spec finalisation for IT infrastructure, project management support and fine tuning the implementation methodology. The outcome of this phase must bring the selected pilot implementation into stable production/performance mode.
- c. The **Third phase** of the project comprises implementation monitoring of all other selected modules, evaluation of performance improvements, project management support and final acceptance support of implemented ERP. Final handing over of all the relevant document /manuals and complete backup all operating system, modules and application software.

3. Project Objectives :CCI plans to address both the business and technology needs to have an integrated information system that facilitates CCI to have a cutting edge in information systems to improve its business through the implementation of an ERP solution.

4. The following are the Major Business Objectives of the ERP project:

- a. Streamline CCI's commercial and HR processes through software lead business process re-engineering in conjunction with the implementation of the ERP package.
- b. Standardize business processes and practices throughout the enterprise to conform to desired practice, company's laid down business policies, conforming to all statutory regulations or procedures and collective bargaining agreements.
- c. Eliminate activities and processes or sub processes that do not add value or retard the business processes in all identified areas.
- d. Address the business requirements of all the units, corporate office, Zonal offices and regional offices etc.
- e. Capture and make available to Corporate Management, Unit heads, Zonal and Regional heads the information needed to effectively manage programs and measure their success through relevant, correct, consistent and up-to-date information.
- f. Provide senior and line managers of operation, services and support, specifically system users and functional managers, with the necessary technology, tools and training to enable them to extract the data and information they require to meet their decision support and other business needs.
- g. Greatly enhance the ability to report enterprise wide expenditures, cash flow & budget utilisation by unit, cost centres within a unit or units/cost centres together by implementation of enterprise wide accounting and other business standards.
- h. Make information more readily available, as appropriate, to all units, functional and business process units, suppliers, customers and other agencies as may be authorised by CCI.
- i. Provide employees and retirees direct access, as appropriate, to personnel, payroll, time and attendance, benefit, and retirement information.
- j. Help optimise its inventory management of spares, raw materials and consumables by sharing the pool of inventory across the enterprise to industry standard best practices.
- k. Facilitate cut costs, administrative over heads and achieve reduction in production and operation costs.
- l. Facilitate distribution and logistics management of finished goods and sale of products in domestic and international markets.
- m. Provide inventory of human resource with skills and competencies to effectively manage its operations.

- n. Enable CCI to more efficiently conduct business with its vendors and Consultants through expansion of electronic commerce.
- o. Enable CCI to more efficiently conduct business with its customers through expansion of electronic commerce.
- p. Improve the ability to budget and measure program success based on performance matrix at Corporate, Unit and Business process levels.
- q. Improve CCI's overall ability to conduct business and manage its human resources based on reliable and timely data/information.
- r. Facilitate enterprise compliance with the Governmental and GAAP Accounting Standards reporting requirements.

5. The following are the major technology objectives of this project:

- a. Replace / Modify / Accommodate the current commercial application systems in all its versions and variations in the most appropriate manner with a proven ERP package that utilizes current and mainstream technology.
- b. Simplify and integrate CCI's core system infrastructure. Reduce the number of separate information systems and the interfaces that connect them, running on different computers, written in different programming languages, and utilizing separate databases.
- c. Eliminate unit- level systems that perform basic operation, commercial and financial functions that can and should be performed by the core systems.
- d. Use the ERP system as a business backbone, or foundation upon which to automate additional business functions in the future in an integrated fashion, clearly highlighting the intended areas and provisions to be made there for, along with expected cost of modification / additions required in terms of hardware / software and other technologies.
- e. Limit customisations to the software to hold down implementation costs, to support standardization of business practices, and to preserve the ability to upgrade to new versions as they are released.
- f. Take advantage of the strengths of the internet to the appropriate extent based on CCI's technical infrastructure plan and the capabilities of the ERP software package selected.
- g. Where ever necessary, provide standard interfaces between the ERP system and non ERP supported enterprise/unit program-specific information systems that are consistent with CCI's Enterprise-Wide Technical Architecture. Also provide bolt-on modules for features not supported by ERP.
- h. Provide High Availability, autonomic servers that are stable, secure, reliable and fast.
- i. Provide IT solution that is open, robust, has a wide user base and established support infrastructure in India .
- j. Provide solutions that can scale up to meet future business integration with Supply Chain Management, Customer Relation Management and Business Intelligence.

k. Provide solutions for Audit trails in respective areas to facilitate IS Audit of international standards.

6. PROJECT SCOPE:

The Scope of End-to-End Consultancy Service for implementation of ERP solution, keeping in view the above mentioned objectives is as under :

- a. Identify and prepare a list of all business processes of the organization that are to be covered by the selected ERP product.
- b. Identify and advise the business process areas needing fresh “As Is” mapping for the purpose. Support and guide the CCI teams for the same.
- c. Measure and record performance as cycle times, quantities, costs etc., to benchmark the improvements post ERP implementation.
- d. Suggest improvement in areas that should be achieved by implementing ERP with cost benefit analysis.
- e. Prepare Requirement For Proposal (RFP) specifications to facilitate the tendering for **ERP** by CCI and
- f. Prepare Requirement For Proposal (RFP) specifications to facilitate the tendering for **Integration Partner** by CCI
- g. Suggest Technical and Commercial Criteria for Tender evaluation.
- h. Assist CCI in evaluation of technical bids.
- i. Analyse and Design Change Management Programs.
- j. Assess and Organize Training needs for all levels of management of CCI.
- k. Assist CCI in project management and change management plan execution.
- l. Support Steering Committee to critically examine the implementation plan and review project progress.
- m. Study adequacy of existing IT infrastructure of CCI covering Hardware, Operating systems, Database Management tools like cloud computing and Network (both LAN and WAN) and support CCI in finalizing the tender documents for augmenting IT resources.
- n. Provide acceptance plans and criteria for final acceptance of implemented ERP solution.
- o. Assist and support CCI in final acceptance of implemented ERP solution and IT infrastructure.
- p. Conduct Training programs for all levels of Management pre-ERP implementation.
- q. Any other activities that are essential for successful implementation of ERP, that may be identified in the course of execution of the contract, either by CCI or suggested and accepted by Consultant.

7. LOCATION OF PROJECT

The coverage of study by the selected bidder will be at the following locations of the enterprise. To optimise the time in consultation with CCI, the number of locations may be reduced/enhanced to the required number to cover the entire business processes of the enterprise.

Sl. No.	Unit/Office	Location
1	Corporate Office	New Delhi
2	Bokajan Plant	Bokajan Assam
3	Rajban Plant	Rajban , HP
4	Tandur Plant	Tandur, AP
5	North Zone Office	Dehradun,UK
6	South-West Zone Office	Hyderabad,AP
7	East Zone Office	Guwahati,Assam

8. FUNCTIONAL AREA

The study will cover all the activities under the following functional areas, but not limited to:

Finance & Accounts Management including receivables, payables, cash flow, budgeting, asset & depreciation in accordance with I-GAAP standards or Indian AS and Control.
Inventory & Purchase Management of Spares, consumables and Raw materials
Logistics and Distribution of all Finished Goods.
Marketing and Sales of all semi-finished, finished and value added products in domestic and international markets
Production Planning and Control at all three production units
Human Resources Management
Employee and Retiree Benefits
Project Management
Research & Development
Quality Management

Majority of the above referred functions are common to all locations referred above and some functions could be specific to some locations. However, activities of all locations referred will have both Enterprise level and/or Unit/Region/Area specific activities to be facilitated and administered. It's envisaged that to the extent practical, all referred functions will be performed by the new ERP system with optimum utilization of the existing resources.

9. Tentative ERP Project Timeframes.

The total time frame for successful implementation of the planned ERP solution is 30 months from the date of appointment of the Consultant. The consultant should provide a detailed time schedule for completing the same with activity breakups, time span for each activity and a project schedule for the same.

10. Project Strategies

CCI has identified a number of strategies that will be employed in conducting this project. Consultants should keep these strategies in mind, and consider their interrelationships, when developing their response to the Scope of Work section. The strategies that have been identified to date are listed below.

- CCI believes, it is in its best interest to select and deploy an ERP system following a practical approach and aggressive schedule, without increasing risk or sacrificing quality.
- Business process improvement is a major objective of this project. A three step approach is envisioned for addressing process improvement:
 - First, define CCI 's business requirements with reference to existing and planned processes.
 - Second, select the package that goes the farthest in meeting them with cost benefit analysis.
 - Third, improve business processes following the best practices supported by the software selected.
- An extension of strategy is that when confronted with the need to either change existing business processes or modify the software, it is CCI 's intent to change business processes (exceptions might be, requirements dictated by legislation, agreements, contracts, or true productivity issues, etc), to achieve the planned benefits at all stages.
- CCI plans to engage consultant to assist in the full life cycle of ERP implementation to take advantage of the experience and expertise to help ensure the success of ERP project.
- A joint CCI and consultant teams will work for the total life cycle of the project with the mutual goal of a successful system implementation. CCI's goal is to build the capability of its own employees to maintain the system after it has been implemented and its stability has been ensured.
- CCI recognizes that the handling of business process change and change management are critical success factors for an ERP project and CCI intends to work with the consultant selected to define an approach that addresses CCI's requirements.

11. Deliverables: The following deliverables are to be provided by the successful tenderer against the awarded contract:

- a. Documented “As Is” Business Processes studied across the enterprise of CCI in all identified locations and functions. The documentation should include detailed Schematics of all studied Business Processes and documentation in descriptive format.
- b. Business process analysis classified for ERP coverage and evaluation.

- c. List of measured performances with details in matrix form for the purpose of benchmarking as duration of cycle times, no. of steps involved in a process cycle etc. other quantifiable features (in terms of cost/savings, quantity, ratios, efficiency, percentage, returns, etc.)from the studied “As Is” Business Process Maps vis-à-vis improvements that should be achieved by implementing ERP or by adopting change in business processes.
- d. Provide the list of ERP solutions that could be considered for evaluation of the products with CCI’s business processes with justification for selecting the listed solutions with reference to existing practices.
- e. Provide rating criteria for various attributes of the ERP solutions considered necessary for CCI to evaluate the solutions.
- f. Provide the details of licensing practiced by vendors of the selected solutions and suggest the minimum / maximum licenses that should be acquired by CCI for the ERP solution as whole or for different modules, as practised by the OEM ERP vendors.
- g. Provide the ERP solution implementation architecture for CCI considering its geographic spread and different activities carried out. The recommendation should cover features like centralised processing v/s distributed processing, client server application architecture v/s web based architecture, disaster recovery site, etc.
- h. Provide details on change management of processes, people etc. for implementation of ERP solution duly quantified / estimated in physical and financial terms.
- i. Provide detailed list of training programs to be organised for various levels of personnel of CCI, with detailed list of training course content, duration of the course and possible agencies for organising the same.
- j. Provide RFPs for selecting an ERP solution and Integration Partner to float enquiries to bidders incorporating all necessary details that a tender document should have.
- k. Provide evaluation criteria against the above tender document for evaluation and selection of an ERP solution and Integration partner. The criteria should include weightages to be given against response to bid document, product demonstration by the bidder and feedback from customers, where implementation of similar solutions has been studied by CCI team.
- l. Provide a practical scheme with GANTT charts for phasing of the ERP implementation with justification.
- m. Provide a detailed list of risks that CCI may encounter and solutions to mitigate the same during the complete cycle of implementation of ERP.
- n. Provide a detailed Project Management Plan for the complete cycle of ERP implementation with milestones for monitoring.
- o. Provide an ideal project management Team Structure for the ERP implementation partner & CCI for successful implementation.
- p. Provide the growth prospects for the organisation in enhancing its IT usage through packaged solution beyond ERP, towards meeting company’s business objectives.
- q. Provide acceptance plan and criteria for final acceptance of the implemented ERP solution.
- r. Provide post implementation review of achieved performance vis-à-vis expected and strategies to be adopted for improvement.

12. All documents to be delivered should be in english language. All deliverable documents, five sets each, should be submitted in hard copy. All documentation will also be submitted in CD soft format (2 sets). All documents shall be in standard MSWord/MS-Excell/MS-Powerpoint formats.

13. Submission of documents and acceptance of the same shall constitute a major milestone event of the project.



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ANNEXURE E : PROFORMA ON CONSULTING TEAM PROFILE TO BE DEPLOYED FOR CCI:

It may be noted that a person with at least 15 years of IT experience having successfully managed at least two ERP implementation projects in large organizations would be considered as the Project Manager for the CCI Project.

Persons with an experience of 10 years and above, having implemented at least two ERP modules in a large organization would be considered as Senior Consultant.

Persons with an experience of 5 years and above, having implemented at least one ERP module in large organizations would be considered as Junior Consultant.

3.0	CONSULTING TEAM	
3.1	Total Size of the Consulting Team in numbers with breakup as i) Project Leader/Manager, ii) Senior team member and iii) Junior team member.	
	Details of Project Manager – • Name • Designation • Qualification • Consulting Experience in years • Consulting areas • ERP Consulting Experience in years • Specific Role played in ERP consultancy • Duration of association	Attach separate sheet
3.2.1	Details of Senior team members – • Name • Designation • Qualification • Consulting Experience in years • Consulting areas • ERP Consulting Experience in years • Specific Role played in ERP consultancy • Duration of association	Attach separate sheets for each member
3.2.1	Details of Junior team members – • Name • Designation • Qualification • Consulting Experience in years • Consulting areas • ERP Consulting Experience in years • Specific Role played in ERP consultancy • Duration of association	Attach separate sheets for each member

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ANNEXURE-F – EXCEPTIONS AND DEVIATIONS

NAME OF TENDER: END-TO-END CONSULTANCY SERVICE FOR IMPLEMENTING ERP SOLUTION IN CCI.

NAME OF TENDERER:

As pointed out in the NIT, tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable.

Sl. No.	Page No. of Tender Document	Sl. No. of tender document	Subject	Deviation

*Signature of Tenderer
With Seal, Stamp, Date*

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**ANNEXURE-G-A (Do not quote Values / Rates – quote only effort / quantity)
PRICE BID FORMAT – ESTIMATED EFFORT IN CONSULTING DAYS**

It may be noted that a person with at least 15 years of IT experience having successfully managed at least two ERP implementation projects in large organizations would be considered as the Project Manager for the CCI Project.

Persons with an experience of 10 years and above, having headed at least one ERP implementation in a large organization would be considered as Senior Consultant. Persons with an experience of 5 years and above, having implemented at least one ERP module in large organizations would be considered as Junior Consultant.

Sl. No	Activity Description	Category of Consultant	Number of Persons	Onsite consulting days
01	Study and map “As Is” business processes of the organization in association with the nominated resource persons of CCI	Senior		
		Junior		
02	Identify all the business processes that need to be covered by the ERP solution and classify them as Critical, Essential and Desirable with change management required for success of the proposed ERP.	Senior		
		Junior		
03	Measure and record performance as cycle times, quantities, costs etc., to benchmark the improvements post ERP implementation.	Senior		
		Junior		
04	Suggest improvement in areas that should be achieved by implementing ERP.	Senior		
		Junior		
05	Prepare Requirement For Proposal (RFP) specifications to facilitate the tendering for ERP	Senior		
		Junior		
06	Study adequacy of existing IT infrastructure of CCI covering Hardware, Operating systems, Database Management tools and Network (both LAN and WAN) and support CCI in finalizing the tender documents.	Senior		
		Junior		

Sl. No	Activity Description	Category of Consultant	Number of Persons	Onsite consulting days
07	Prepare Requirement For Proposal (RFP) specifications to facilitate the tendering for Integration Partner .	Senior		
		Junior		
08	Suggest Technical and Commercial Criteria for Tender evaluation.	Senior		
		Junior		
09	Assist CCI in evaluation of technical bids	Senior		
		Junior		
10	Analyse and Design Change Management Programs	Senior		
		Junior		
11	Assess and Organize Training needs for all levels of management of CCI	Senior		
		Junior		
12	Assist CCI in project management and change management plan execution.	Senior		
		Junior		
13	Support Steering Committee to critically examine the implementation plan and review project progress.	Senior		
		Junior		
14	Provide acceptance plans and criteria for final acceptance of implemented ERP solution.	Senior		
		Junior		
15	Assist and support CCI in final acceptance of implemented ERP solution and IT infrastructure.	Senior		
		Junior		
16	Conduct Training programs for all levels of Management pre-ERP implementation	Senior		
		Junior		
17	TOTAL	Senior		
		Junior		

ANNEXURE G-B (Do not quote Values / Rates – quote only effort / quantity)
PRICE BID FORMAT – ESTIMATED EFFORT ON TRAINING

Sl.No.	Activity Description	Training Duration in days	Total Training days	Corporate	Tandur & Zonal Office	Rajban & Zonal Office	Bokajan & Zonal Office
1.	Pre product selection phase Training						
1.1	Top Management Orientation Training – 1 batches			1	N.P	N.P	N.P
1.2	Core Team Orientation Training – 1 batches			1	1	1	1
1.3	Middle & Junior Management Orientation Training – 2 batches			1	1	1	1
1.4	Work force and Trade Union leaders Orientation Training – 2 batches			1	1	1	1
1.5	Change Management Program – 2 batches			2	2	2	2

N.P : Not Planned

Training Batch Size : 15 – 20 persons

**ANNEXURE G-C
PRICE BID FORMAT**

(To be filled and enclosed in separate envelope super scribing as “Price Bid”)

Sl No.	Priced Items	Category of consultant	Rate	Quantity	Total Value
1	Consulting Cost	Senior			
		Junior			
2	Training Cost	Top Management			
		Core Team			
		Middle and Junior			
		Work Force and Trade Union			
		Change Management			
Total Cost :					

Note:

- All applicable taxes and duties must be mentioned and should be included in the rate.
- Lodging may be provided on chargeable basis at CCI Guest House at Unit subject to availability.

<p align="center">Applicable rate of taxes & duties considered by the bidder may be indicated in the Techno commercial bid in a separate sheet.</p>
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***End of bid document