

REC EOI No: 49/1/2011/ERP/HR/D-III
Pre-Response Meeting held on 19th May 2011 at REC Board Room, 3rd Floor, REC, Core -4, Scope Complex, Lodi Road, New Delhi - 3
Pre-Response Clarifications

Sr No	GCC Reference Clause	GCC Clause	Deviations Suggested/ Clarification Sought by Responder's	REC Clarifications/ Remarks
1	Clause 1.23(j) page 11	The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, etc., incurred for performance of the services. If there is any reduction in taxes/duties etc. due to any reason whatever, after Notification of Award, the same shall be passed on to REC.	The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, etc., incurred for performance of the services. If there is any change in taxes/duties etc. due to any reason whatever, after Notification of Award, the same shall be passed on or borne by REC.	No Change
2	Clause 1.23(i) page 11	REC reserves the right to cancel the purchase order assigned to the vendor at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the purchase order is canceled then the costs incurred will be at the risk of the vendor and shall be born by the vendor and under no circumstances the vendor shall be eligible for any payment or damages from REC.	Request mutual right of termination due to default.	No change
3	Clause 1.23(n) page 12	If the selected vendor is not able to fulfill its obligations under the contract, which includes non completion of the work, the REC reserves the right to accomplish the work through another vendor and EMD / Security Deposit of vendor will be forfeited. Also any costs, damages etc. resulting out of the same shall have to be born by the selected vendor.	Request deletion of this clause	The clause to be read as "If the selected vendor is not able to fulfill its obligations under the contract, which includes non completion of the work, the REC reserves the right to accomplish the work through another vendor and EMD / Security Deposit of vendor will be forfeited. Also any costs, damages etc. resulting out of the same shall have to be born by the selected/existing vendor.

4	Clause 1(g)(x) page 19	The upper ceiling of the penalty on The on-site comprehensive warranty maintenance services shall be the total amount to be paid to the vendor for providing on-site warranty maintenance/annual warranty maintenance services in a year under the contract. In case the total penalty in a year is more than the balance payment to be made to the vendor during the year REC may request the vendor to deposit the amount with REC with in a stipulated time period or may revoke the performance guarantee either in part or full to realize the outstanding dues an for non-performance as per the contract.	The upper ceiling of the penalty on The on-site comprehensive warranty maintenance services shall be 10% of the Quarterly Maintanance Service value to be paid to the vendor for providing on-site warranty maintenance services under the contract	No Change
5	Chapter -2 Clause 1(g)(xv) page 19	During the period of on-site warranty maintenance support service, responder should and is liable to implement the changes in the software required (e.g. new functionalities, improvement in execution time, performance tuning etc.) and which were not there in base line i.e. SRS, design description, etc. Any change management shall invariably be governed by the terms and conditions of the initial software solution and the same acceptance, penalties, maintenance and payment terms shall stand subject to the discretion of REC. The decision of the Executive Director(HR)/ Executive Director(IT), REC shall be final and binding on the vendor in this regard.	In case of any changes from the Base line project, Party shall mutually discuss the change request as mentioned below. Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Implementation Partner will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. Absent a signed Change Order, Implementation Partner shall not be bound to perform any additional services. The parties agree to negotiate in good faith all Change Order proposals.	The clause holds good till Go-Live stage after which for major change with major deviation to be settled amicably between REC and selected bidder and for all other changes and/or deviations shall be a part of the onsite comprehensive warranty maintainence
6	Insertion on New clause		Bidder request insertion of following clause "Notwithstanding anything to the contrary elsewhere contained herein, the maximum liability of Bidder shall be, regardless of the form of claim, the consideration actually received by Bidder ."	This is taken care of by non-performance penalty and penalty during on-site maintainence
7	Insertion on New clause	Exclusion of incidental damages	Neither party shall, in any event, regardless of the form of claim, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.	Not Acceptable

8	Insertion on New clause	IPR	Each party owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "Preexisting Works"). All rights in Preexisting Works not expressly transferred or licensed herein are reserved to the owner.	Already taken care of by clause 1.23 s)
9	Insertion on New clause	Deemed Acceptance	Deliverables will be deemed to be fully and finally accepted by Customer in the event Customer has not submitted such Deliverable Review Statement to Implimentation Partner before the expiration of the 15-day review period, or when Customer uses the Deliverable in its business, whichever occurs earlier ("Deemed Acceptance").	Not Acceptable
10	1.3 d)	Consultancy for establishment of 'ERP-HRMS" network infrastructure with no single point of failure, high availability and reliability.	Please give the details of the existing network. Is there any possibility of using of the same network for this Implementation	REC is having MPLS - VPN network connecting all of its ZOs/Pos and CO. The responder to include solution to address network access and suggest any upgradations etc if required during implementation
11	1.3 f)	Imparting Training on field usage of software as per the convenience and discretion of REC at various locations in India. No Charges will be paid for any training conducted at New Delhi.	Please give the details on a) Number of training days and breakup of the same for all the location b) Locations where all the training needs to be imparted	As this is a EOI at this stage the responder keeping in mind RECL Organizational structure should propose a comprehensive training calendar for all types of training keeping in view their offered solution.
12	1.3 g)	Imparting System Administrator training for the developed software and associated software(s), if any, at New Delhi at responder's facilities.	Customization and Change management identification will be done during the process of BPM/Blueprinting. Any requirement which is out of the scope will be chargeable	No Change. Clarification/ Suggestion is irrelvant to the clause mentioned
13	1.3 h)	Customization and change management, if any of the software to suit REC requirements during the on-site warranty maintenance period.	Responder will provide the specification for the DR . DR implementation should not be included in current scope	No Change. Clarification/ Suggestion is irrelvant to the clause mentioned
14	1.3 k) a.	The major responsibilities as specified in clause 1.3 above are indicative only and are not exhaustive in any manner.	Please specify the additional responsibilities as it should not be open ended	No Change

15	1.6	The response valid for a period of 365 days shall essentially comprise of the following and should be submitted online scanned copies in pdf format, the same should be digitally signed and separate duly signed hard copy as per the method specified above should be submitted on or before the last date of submission	Response validity needs to be reviewed as normally validity of the proposal is 120 days.	No Change
16	1.6 vi)	Detailed Approach on integration of proposed ERP-HRMS Solution with existing	REC needs to share the schema for understanding the integration	The Schema, Detailed Design documents etc will be shared with the finally selected bidder
17	1.6 xi)	Details on Data Integration / Migration from existing systems.	Migration scope needs to be clearly mentioned.	REC will give the data in electronic form and the conversion of data from one format/ template to another, Data Validation etc to be carried out by responder
18	1.23 j)	The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, etc., incurred for performance of the services. If there is any reduction in taxes/duties etc. due to any reason whatever, after Notification of Award, the same shall be passed on to REC.	Responder suggests that all statutory applicable taxes, duties, octroi etc (central/ state govt taxes) need to borne by REC including the refund or the priviladge of reduction of duties.	No Change
19	1.23 l)	REC reserves the right to inspect the performance of the vendor prior to commencement or in between the work progress. The inspection may cover all areas related to the assigned purchase order, especially methodology, manpower, infrastructure etc. REC reserves the right to cancel the purchase order assigned to the vendor at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the purchase order is canceled then the costs incurred will be at the risk of the vendor and shall be born by the vendor and under no circumstances the vendor shall be eligible for any payment or damages from REC.	Responder understands that the cancelation of PO (if any) should be supported by the reason. The clause should become inactive after completion of project with proper document signed by REC	No Change
20	1.23 s)	IPR and source code for all work carried out include intermediate any source code (Except COTS product), designs, documents etc shall deemed to be owned by and property of REC.	Transfer case can be considered only for the customizations done exclusively for REC. IPR will be with responder which will be non transferrable for the product offered to REC	The clause to be read as " IPR of all work carried out during execution of the project including intermediate source code, if any, (excluding COTS product), designs, documents etc shall be deemed to be owned by and property of REC"
21	1. a)	Project Management	Resource Mobilization period after awarding contract needs to be extended	Extended upto two weeks from the date of LOI/ LOA.

22	1. a) v)	The responder shall deploy one person at REC project site to facilitate communications, monitoring, control etc till the final acceptance. REC will only provide the following infrastructure at its premises for the responder's personnel: i. Seating space with furniture ii. LAN connection facilitating access	Please give the details on arrangements for the team like lodging, boarding, conveyance etc	All arrangements to be made by the bidder except for the ones already specified in the clause.
23	1.a vi)	In case REC decides for carrying out work at its premises the responder shall arrange for onsite development servers, UPS, software products including tools, utilities etc and associated licenses, stationeries, other logistics etc till the final acceptance and roll out of the ERP-HRMS. All risks and costs related to such equipment and/or product will be borne by the responder.	Any customization/ development work will be done at bidders facility. Infrastructure required for any additional work like training, testing etc need to be provided by REC	No Change. Also refer clause 1.d) xxviii)
24	1.d xxviii)	Hardware 1. Supply, Installation, Commissioning, Testing and Maintenance of Hardware Infrastructure including servers, storage, software, tools etc 2. Hardware solution should take care of: a. Production b. Testing/ Support c. Training d. Development e. Standby Servers f. Patch Management g. Disaster Recovery	Hardware solution will be provided by responder based on solution requirement and our experience which required to run the system smoothly	No Change. Also refer clause 1.6
25	1.g vii), ix), x)	In case of a delay after 24 hours for category 1,2 bugs a sum of Rupees 1500/- (Rupees One Thousand Five Hundred Only) per hour or a part thereof shall be deducted from the quarterly warranty maintenance charges/ maintenance charges as applicable.	Please remove the commercial penalty clause.	The clause may be read as "In case of a delay of resolution after 24 hours for category 1 & 2 types of bugs a sum of Rupees 1500/- (Rupees One Thousand Five Hundred Only) per hour or a part thereof shall be deducted till the resolution of the same from the quarterly warranty maintenance charges/ maintenance charges as applicable."
26	1.h ii)	The responder shall conduct repeat training if the written feedback from the audience/ students as obtained by REC (on the template jointly prepared by the responder and REC for the same) indicates that less than 70% of the audience was satisfied with the course.	Please remove this clause	The clause may be read as "The responder shall conduct repeat training if the written feedback (on the template jointly prepared by the responder and REC for the same) indicates satisfaction level less than 70% "

27	2	Schedule and Timelines	Any flexibility on the timeline based on the scope of work envisaged	No Change
OTHER QUERIES				
SI No.	Query		Reply	
1	Whether existing mail server can be used for the triggering the mail from the application		Existing Mail Server Facility will be Provided	
2	As per the document, ESS needs to be in english and hindi. Please clarify what all covers in the same like Label, Data Entry in Screen, Reporting		All like Labels, Data Entry, Screen Displays, Reports etc	
3	Whether One Year Onsite Warranty is both Functional and Technical Support for the ERP Application?		Yes	
4	What would be DC location and DR location?		DC - Noida, Phase II, UP DR - Hyderabad	
5	High Availability is required for ERP Application? Do we require every minute replication to DR Site?		The Solution should also suggest High Availability. REC may at its discretion decide on periodicity of replication	
6	How many calendar days of training is required for ERP Software post implementation?		As this is a EOI at this stage the responder keeping in mind RECL Organizational structure should propose a comprehensive training calendar for all types of training keeping in view their offered solution.	
7	Hardware during development and UAT will be provided by REC or has to factored by SI? In case SI then post implementation hardware for any debugging job will be provided by REC or SI has to factor for one year support		System Integrator (SI) has to provide Hardware and onsite comprehensive warranty support for hardware & networkng equipments etc	
8	SLA's have been provided by RECL. Can SI suggest their own SLA's as per their experience?		SI can include the suggestion on improvement in their response to EOI however the same shall not be binding on REC	
9	It is mentioned that REC will decide post awarding the project whether to execute project onsite in REC premises or not? Please clarify		Primarily the project will be carried out on-site by the project team suggested. However some of the work can be done offsite after mutual agreement.	

Note: The above will be constituted as a part of tender/ REC EOI No: 49/1/2011/ERP/HR/D-III