

Responses of Pre-Bid Queries

NIT no. EdCIL/DES/ERP/NITIE/JULY/001

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
1	M/s TCIL	CHAPTER-I & Page no. - 9	EMD fee	With Reference to letter (No. DPEi 7(4)/2017-Fin.(Part-I); Dated: 19/11/2020 and No. F.9/4/2020-PPD; Dated: 12/11/2020), EMD amount may please be waived off.		No Change
2	M/s TCIL	CHAPTER-I & Page no. – 9	Performance Security – 10%	As per Gol's Order #OM No. F.9/4/2020-PPD, dated:-12.11.2020 from DOE, Sub: Performance Security; the PBG should be 3% of the total Contract Value. PBG may please be reduced to 3%.		No Change
3	M/s TCIL	CHAPTER-I & Page no. – 9	Last date of submission of bids	The last date may please be kept at least 2 weeks from date of release of pre bid queries' response.		As per corrigendum-2
4	M/s TCIL	Chapter-VI Timeline & Payment terms & Page no. 32	2. Payment Term: - AMC Charges - To be paid half yearly on the satisfactory report given by end client	This clause may please changed as “- To be paid quarterly on the satisfactory report given by end client”		No change
5	LIBSYS Ltd.			In NITIE Library which Library Management System (LMS) is being used currently? For library management, a new LMS is to be provided or integration is to be done with the existing LMS? In case a new LMS is to be provided, please		Query 1: In NITIE Library which Library Management System (LMS) is being used currently? Response:

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				inform how many books/journals are there in the library and how many library staff will use the LMS		<p>In NITIE's Library – "LIBSYS 10 " Library Management System (LMS) is being used currently</p> <p>Query 2: For library management, a new LMS is to be provided or integration is to be done with the existing LMS? Response: Integration with old LIBSYS system is to be done. Some functionalities of KOHA can be considered for usage.</p> <p>Query 3: In case a new LMS is to be provided, please inform how many books/journals are there in the library and how many library staff will use the LMS. Response: There are around 80000 plus print books and bound volumes in the collection and around 10 staff will use it.</p>
6	LIBSYS Ltd.			On page 19 of RFP document under point XXVII it is mentioned that "...the bidder will have to provide source code of various modules to the client (NITIE). This excludes the source code of the COTS software supplied by the Bidder." Our		The Line quoted in tender document is self explanatory. Source code of software is not required. The bidder will provide the source code of the specific

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				ERP product 'LSAcademia' is a ready-to-use product that is already being used at several other institutions and its source code is protected under IPR and Copyright laws. Hence, it's not feasible to supply the whole source code or extract only the source code of the customizations done for NITIE. It is requested that this clause may be dropped from the RFP document.		customization in various modules to the client i.e. NITIE.
7	LIBSYS Ltd.			Under the 'PRE-QUALIFICATION ELIGIBILITY CRITERIA' point 7 (page 24), it is asked that the "The Bidder must be ISO 27001:2013 and ISO 9001:2015 and ISO 20000-1:2018 certified". Please remove ISO 20000-1:2018 from this criterion so that more participation is there from Indian MSME companies developing indigenous ERP systems		No change
8	LIBSYS Ltd.			The point 4 of Marking Matrix (Page 27) carries 50 marks. With 5 marks for each implementation, it means atleast 10 projects will fetch 50 marks. However, in ERP systems the count of projects does not matter but the quality and the scope are important. It is suggested that the 50 marks should be divided into 3 to 4 best implementation of a bidder rather than 10 implementations		No Change
9	TCS	CHAPTER-IV Scope of work	EdCIL (India) Ltd. intends to select an	As EdCIL is looking for design, development, and customization of ERP		No Change

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		Introduction	ERP solution on behalf of NITIE by this Request of Proposal for Study/Analysis, Design, Development, Customization, Supply, Configuration, Operation, Rollout and Regular Update/Upgradation & Maintenance of Cloud based ERP portal for NITIE, Mumbai for a period of 3 years. RFP provides vendors with relevant operational, performance, application and architectural requirements of the system.	solution, can we propose COTS product which can be deployed AS-IS catering to NITIE requirements.		
10	TCS	CHAPTER-IV Scope of work General Scope of Work	Data migration from the below mentioned departments (From already existing legacy applications at NITIE) to new system	Request to please confirm the following: <ul style="list-style-type: none"> • What legacy system(s) is NITIE using? • For data migration does bidder need to migrate the data using scripts or will NITIE be providing data in excel templates? • What is the volume of data that needs to TCS be migrated? 		As available with NITIEs' current system (standalone), most of the data available is in excel format. Volume and size of data SHALL be as per the head counts of 2000 students, 200 faculty and staff members & shall pertain to maximum last 6 years for the

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				<ul style="list-style-type: none"> In case of data migration, we generally recommend present student data along with data of students with backlog. What type of data needs to be migrated. <p>Generally transactional data is not migrated.</p>		complete student and employee's complete lifecycle.
11	TCS	CHAPTER-IV Scope of work General Scope of Work	XIV. Cutover and go-live	<ul style="list-style-type: none"> Requirement Gathering 60 Days First UAT at 45th Day Deployment in 60 to 180 days <p>This is the standard we follow - Request to confirm on this.</p>		No Change
12	TCS	CHAPTER-IV Scope of work General Scope of Work	XV. Providing L-1 support to end users.	<p>How many queries per day does EdCIL/NITIE expect to come? Also request EdCIL to please confirm if queries are restricted to technical queries or general queries as well?</p> <p>We recommend bidder to answer technical queries and NITIE to take general student queries. Request EdCIL to please confirm.</p>		<p>Queries may vary on the basis of time and load of the academic session in NITIE.</p> <p>Queries may vary in general aspect to any sphere of education and related services pertaining to various modules deployed in this project.</p>
13	TCS	CHAPTER-IV Scope of work General Scope of Work	XVI. Objects (Reports, Interface, Forms, and Workflow) shall be developed as per the university processes without any limitation on nos. of object under any category and with any complexity.	<p>Since we are proposing COTS solution, we will be configuring the system as per requirements. Any new feature/ functionality will be taken as CR. Please confirm if this approach is fine.</p>		No Change

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14	TCS	CHAPTER-IV Scope of work General Scope of Work	AI based Analytic Engine to provide data on dashboards for various modules of ERP. The bidder shall follow the GIGW guidelines and also get Security audit done by approved government agency for its entire system as and when required.	Request to provide more clarity on expectation from AI based Analytics engine for reporting. Also please specify the GIGW guidelines		For better management of academic processes AI based reporting is expected. GIGW guidelines are govt. guidelines.
15	TCS	CHAPTER-IV Scope of work General Scope of Work	The system will be deployed on cloud based at level three data centre located in India and should be accessible over secure connections from other remote sites as well.	We have our own tier 3 data centre where the source code is present and will be used for NITIE. Request to please confirm if this approach is fine.		No change
16	TCS	CHAPTER-IV Scope of work General Scope of Work	For Financial & Accounting Module, Contractor shall: a. Migrate financial data from legacy system including historical data of all the open items	Request to confirm what legacy system is NITIE using. Also, what is the type and volume of data that needs to be migrated?		Volume and size of data SHALL be as per the head counts of 2000 students, 200 faculty and staff members & shall pertain to maximum last 6 years for the complete student as well as employee's lifecycle.

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17	TCS	CHAPTER-IV Scope of work General Scope of Work	The proposed system covering all modules mentioned in the scope must be developed using the technology capable of delivering the intended functionalities listed in the scope of work during the Handholding (warranty), AMC period and thereafter, as and when required, the bidder will have to provide source code of various modules to the client (NITIE). This excludes the source code of the COTS software supplied by the Bidder.	We are proposing COTS and company own the IP and source code of the same. If any new modules, features are added, then source code is owned by company which cannot be shared with customer. We request remove the clause of source code sharing.		No change
18	TCS	CHAPTER-IV Scope of work General Scope of Work	The proposed solution must have the provision to integrate the existing Email and should also capable of	Request to please confirm with which existing system does NITIE wants to enable Single Sign On.		Office 365 and related applications

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			supporting Single Sign-On Tool.			
19	TCS	CHAPTER-IV Scope of work System Acceptance	Provisional Acceptance: After Successful UAT, system shall be provisionally accepted. Provisional acceptance of the system shall be as per details given in the Chapter for "Timelines and Payments". Bidder has to complete the CERT-IN or STQC certification in this time period.	Our solutions are CERT-IN certified. We don't need to go for separate CERT-IN certification especially for this project. Request to please confirm.		Valid Cert-IN/ STQC certificate is required.
20	TCS	CHAPTER-IV Scope of work System Acceptance	Software Testing & UAT:	First UAT at 45th Day Please confirm if it's acceptable?		No change
21	TCS	CHAPTER-IV Scope of work Support Services	Help desk operations: Initial response (L-1) must be provided telephonically for regular usage related and other minor problems, support for	Please confirm helpdesk to be made available for how many days and for what time duration in a week?		Helpdesk is required during the official hours (Monday to Saturday) from 09:00 AM to 09:00 PM

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			handholding (warranty), minor bug fix etc.			
22	TCS	PREQUALIFICATION ON ELIGIBILITY CRITERIA Pint 6	The Cloud Service Provider must be MeitY Certified.	Please confirm the if the above certificates meets the requirement.		Meity certification is mandatory for cloud service provider.
23	TCS	PREQUALIFICATION ON ELIGIBILITY CRITERIA	Bidder must host the solution and related data on the Meity certified cloud by hiring/ engaging any Meity certified service provider for hosting services.	<p>Products and Platforms</p> <ul style="list-style-type: none"> Audited for ISO 9001, 27001, 20000-1, 22301 Audited for ISO 27017, 27018 (Code of practice for Cloud Se CERT-In certified: By Network Intelligence India: Hardware a TCS IP-SAFE Certification: <i>Safe to Create, Safe to Protect, Sa</i> <p>Hosting Infra & Services</p> <ul style="list-style-type: none"> Audited for ISO 9001, 27001, 20000-1, 22301 Audited for ISO 27017, 27018 (Code of practice for Cloud Se STQC: Recommended for empanelment with Govt. of India SSAE 16: SOC-2: By Deloitte (2018) <p>Data Center Providers</p> <ul style="list-style-type: none"> CHS, Mumbai: Tier 4, ISO 9001, 27001, 20000-1, 22301, SSAE 1 STT Global, Hyderabad: Tier 3, ISO 9001, 27001, 20000-1, SSAE AWS-Ireland: CSA, ISO 9001, 27001, 27017, 27018, PCI DSS L1. 		
24	TCS	CHAPTER-V Bid Evaluation Process Marking Matrix (Point 3)	Total employees on pay roll of the bidder for the proper execution of the contract. An Undertaking to be submitted by designated authority (Company Secretary) of the organization. A weightage of 0.1 marks will be given for each technical	In our Organisation any undertaking related to manpower is signed by HR Head as he is the Authorized signatory for this. Moreover, due to GDPR guidelines personal information like Educational Qualification cannot be shared. Kindly confirm if these are acceptable?		No change

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			<p>personal employed by the firm for such kind of projects and maximum of 10 marks to this account can be awarded.</p> <p>Detail of each employee (educational qualification, Experience etc.) should be attached.</p>			
25	TCS	CHAPTER-V Bid Evaluation Process Marking Matrix (Point 4)	<p>No. of successful implementation of the proposed solutions in Autonomous Education Institutions/Universities/Institute of National Importance in India during last 5 years. (Work Order along with respective Completion Certificate should be attached) Affiliated colleges won't be considered in case of University Orders.</p>	<p>Please confirm how would marks be awarded if any of the Admission, Academics, Examination Research, Hostel and Library modules is not implemented. Also request to please remove Research module as this module is not generally used by Universities or Institutes.</p>		<p>Admission, Academics, Examination and Hostel modules are of utmost importance to NITIE.</p> <p>Track records of vendors regarding implementation of above mentioned modules will be evaluated.</p> <p>Any implementation without Admission, Academics, Examination and Hostel modules SHALL not be considered during evaluation process.</p>

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			<p>The implemented projects should be currently in use and each one of them must include Admission, Academics, Examination Research, Hostel and Library modules.</p> <p>If all the above-mentioned modules are missing in any work order/ Completion certificate then the commensurate marking shall be done on the basis of number of modules implemented out of above mentioned mandatory modules.</p>			
26	TCS	Priority Modules	h) Director and Administrative office facilitation	Requesting to please elaborate on this.		Executive information system for administration and governance of the institute
27	TCS	PHASE-2 MODULES	a) RTI Management	Case management Module is not available with us.		No Change
28	TCS	PHASE-2 MODULES	j) Health Centre Management	Requesting to please elaborate on this.		Information system for dispensary management, health benefits, medical inventories for all the employees of NITIE

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29	TCS	PHASE-2 MODULES	I) E-procurement/ Tender management	Tender Management is not available. Request to kindly Remove this module		No change
30	TCS	ANNEXURE IV	Certificate from Statutory Auditor/ Chartered Accountant certifying balance sheet only for all three years to be attached.	The Balance sheet to be shared is a part of the published Annual report. The Balance sheet is an Audited one but not signed by Statutory Auditor/ Chartered Accountant. We will provide CA certificate mentioning the annual turnover in our company stipulated format. Request to kindly accept the same.		No Change
31	TCS	ANNEXURE-VI	Power of Attorney	Due to the large size of our organization a standard POA is provided to our Business Unit Head (Sr Vice President) as authorized person to act on behalf of the organization. Board resolution is only passed for CEO & COO POA. Kindly Confirm if the POA can be shared in our standard format?		No Change
32	TCS	ANNEXURE – XI	We _____ _____ who are established and reputable manufacturers of (name and description of goods offered)	Please specify the meaning of Manufacturer, Description of goods and Factories in this annexure.		Kindly consider OEM of software as manufacturer, software as goods and registered address of the company making the software.

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			having factories at (address of factory) do hereby authorize M/s_____ _____ (Name and address of Agent) to submit a bid, and sign the contract with you for the goods designed & developed by us.			
33	TCS	ANNEXURE - XII Indicative Scope of Work, Technical Specifications & Deliverables	h. Research Management	By Research Management does EDCIL mean Project Management? Please clarify.		Research Management shall pertain to the life cycle of the research fellowship program and research projects taken by the institute.
34	TCS	ANNEXURE - XII Indicative Scope of Work, Technical Specifications & Deliverables	m. CONVOCATION AND ALUMNI MANAGEMENT	We can offer to handle any event, sending SMS & Email for the same. Integrating payment gateway as well. But Registration of Alumni & further interaction with the current students is not available.		No Change
35	TCS	ANNEXURE - XII Indicative Scope of Work, Technical	13. COMMITTEE MANAGEMENT	This Module is not supported. Request to kindly Remove this module		No change

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		Specifications & Deliverables				
36	TCS	ANNEXURE - XII Indicative Scope of Work, Technical Specifications & Deliverables	16. HEALTH CENTRE MANAGEMENT	This Module is not supported. Request to kindly Remove this module		No change
37	TCS	ANNEXURE - XII Indicative Scope of Work, Technical Specifications & Deliverables	19. E-PROCUREMENT/ TENDER MANAGEMENT	This Module is not supported. Request to kindly Remove this module		No change
38	TCS	ANNEXURE - XII Indicative Scope of Work, Technical Specifications & Deliverables	The NITIE's website and ERP must be developed using the technology capable of delivering the intended functionalities listed in the scope of work during the Handholding (warranty) & AMC period and thereafter, as & when required the bidder will have to	We are proposing COTS and company own the IP and source code of the same. If any new modules, features are added, then source code is owned by company which cannot be shared with customer. We request to please remove the clause of source code sharing.		The Line quoted in tender document is self explanatory. Source code of software is not required. The bidder will provide the source code of the specific customization in various modules to the client i.e. NITIE.

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			provide source code of various modules developed to the client.			
39	TCS	ANNEXURE - XII Indicative Scope of Work, Technical Specifications & Deliverables	NITIE also reserves the right to use and further modify the ERP software at its own level as per the requirement of the system after expiry and termination of AMC and support period without paying any amount to the vendor	We are proposing COTS and company own the IP and source code of the same. If any new modules, features are added, then source code is owned by company which cannot be shared with customer. We request EdCIL to please remove the clause of source code sharing.		The Line quoted in tender document is self explanatory. Source code of software is not required. The bidder will provide the source code of the specific customization in various modules to the client i.e. NITIE.
40	TCS	Form-1 FINANCIAL BID	Form-1 FINANCIAL BID	EdCIL is looking for License based costing; however, we request EdCIL to please ask for: <ul style="list-style-type: none"> • One time setup Cost • One time data migration cost • And per user per month cost for the duration of contract This model is widely accepted and will help NITIE to have future releases made available at no extra cost. Request EdCIL to please confirm.		No Change
41	TCS	Form-1 FINANCIAL BID		Also request EdCIL to please consider following change in payment terms: <ul style="list-style-type: none"> • The one-time setup fees and data 		No Change

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				migration will be paid at start of project • Bidder will raise quarterly invoice as per subscription fees and number of students		
42	TCS	Penalty	Penalty	The total deduction should not exceed 5% of the total order value.		No Change
43	Envision	Pre-qualification Criteria	Bidder must be engaged in the job of implementation, maintenance & support of IT/ITES/ERP/MIS/ERP/e-governance projects in educational institutes during last 05 years.	Request for Amendment As: Bidder must be engaged in the job of implementation, maintenance & support of IT/ITES/ERP/MIS/ERP/e-governance projects in educational institutes or Government Organisation during last 05 years.		No change
44	Envision	Pre-qualification Criteria	The Bidder should be having a positive net worth in the last three consecutive financial years, with an average Annual turnover of at least INR 11 Crores in the last three financial years (FY 2018-19, 2019-20, 2020-21). For MSMEs and Start-Ups duly registered	For FY 20-21 Audited Balance sheets will be available in 1st week of Oct2021, Hence request you to accept provisional Certificate from Authorised signatory or to accept Audited Balance sheets till FY 19-20.		No change

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			<p>with the Government of India the turnover criteria shall be relaxed by 20% (i.e.</p> <p>these firms should have Annual turnover of at least INR 8.8 Crores in the last three financial years (FY 2018-19, 2019-20, 2020-21), Subject to meeting of quality, scope technical specification and other criteria asked in this document.</p>			
45	Envision	Pre-qualification Criteria	OEM should have average turnover of at least 5 crores in the last three financial years.	Request for Amendment As: OEM should have average turnover of at least 4 crores in the last three financial years.		No change
46	Envision	Marking Matrix:	The average Annual Turnover of the Bidder during last three financial years (FY	The average Annual Turnover of the Bidder during last three financial years (FY 2018-19, 2019-20 and 2020-21) (The bidder shall furnish an undertaking and		No change

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			<p>2018-19, 2019-20 and 2020-21) (The bidder shall furnish an undertaking and Certified statements by chartered Accountant of firm.)</p> <p>>= INR 50 Crores - 15 marks OR For MSME/Startup >= INR 40 crores</p> <p>>= INR 25 Crores and < INR 50 Crores - 11 Marks OR For MSME/Startup >= INR 15 Crores and < INR 40 Crores</p> <p>>= INR 11 Crores and < INR 25 Crores - 8 Marks OR For MSME/Startup >= INR 8.8 Crores and < INR 15 Crores</p> <p>>= INR 20 Crores and < INR 40 Crores</p> <p>>= INR 11 Crores and < INR 25 Crores - 8 Marks OR For MSME/Startup >= INR 8.8 Crores and < INR 20 Crores</p>	<p>Certified statements by chartered Accountant of firm.)</p> <p>>= INR 50 Crores - 15 marks OR For MSME/Startup >= INR 40 crores</p> <p>>= INR 25 Crores and < INR 50 Crores - 11 Marks OR For MSME/Startup >= INR 15 Crores and < INR 40 Crores</p> <p>>= INR 11 Crores and < INR 25 Crores - 8 Marks OR For MSME/Startup >= INR 8.8 Crores and < INR 15 Crores</p>		
47	Envision	Marking Matrix:	No. of successful implementation of the proposed solutions in	Library modules or Library Integrations to be considered.		No Change

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			<p>Autonomous Education Institutions/Universities/Institute of National Importance in India during last 5 years. (Work Order along with respective Completion Certificate should be attached) Affiliated colleges won't be considered in case of University Orders. The implemented projects should be currently in use and each one of them must include Admission, Academics, Examination Research, Hostel and Library modules. If all the above mentioned modules are missing in any work order/ Completion certificate</p>			

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			then the commensurate marking shall be done on the basis of number of modules implemented out of above mentioned mandatory modules. Bidder must submit the certificate from clients mentioning that the proposed solution have implemented and currently running (Purchase Order & Completion Certificate etc.).			
48	Envision	Pre-qualification Criteria	The proposed solution must have successfully been implemented in at least 2 government institute or universities of Higher Education/ 2 Government institute for Technical or Management studies	Copy of Purchase Order & a Completion Certificate from each institute must be submitted along with the list of implemented modules. (OEM Purchase Order & Completion Certificate to be considered for evaluation and Eligibility)		No change

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			where more than 1000 students are using the solution			
49	Envision	Performance Security/Performance Bank Guarantee& Bank Solvency Certificate:	Performance Security/Performance Bank Guarantee& Bank Solvency Certificate: The successful bidder shall be required to deposit Performance Bank Guarantee equivalent to 10% of contract value to NITIE within 15 days from the date of receipt of Work Order.	Request you to amend as : The successful bidder shall be required to deposit Performance Bank Guarantee equivalent to 3% of contract value to NITIE within 15 days from the date of receipt of Work Order.		No change
50	Envision	Timeline & Payment terms	Live Test of Phase-I - T+15	Based on the scope of the requirement for modules to deliver request you to extend the Timelines for Phase 1 and Phase 2 live test from T+15 to T+42 weeks.		No change
51	Envision	Consortium in any case is not allowed.	Consortium in any case is not allowed.	Consortium to be allowed as (Lead bidder + 1 Consortium partner)		No change

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52	Sukrit Infotech			<p>What is the budget of this project? Considering the usual practice of 2% as EMD, the budget looks like Rs. 1.25 crore, which is too less for a project of this size. Most of the good companies won't even participate in the bid process on this budget. However, there has been instances of using different formulae for EMD. Kindly clarify.</p>		Bidders to quote as per scope of work mentioned in the RFP. However in order to protect best interest of the project no such valuation has been assigned for the project.
53	Sukrit Infotech	Certification of the Bidder	Certification of the Bidder CMMI 3 = 2 marks CMMI 4 = 3 marks CMMI5 = 5 marks	Since ISOs are part of pre-qualification criteria, awarding marks for them in this section isn't doesn't add any value. Request you to kindly award marks only for CMMI3 and above		No change
54	Sukrit Infotech	No. of successful implementation of the proposed solutions in Autonomous Education Institutions/Universities/Institute of National Importance in India during last 5 years.	No. of successful implementation of the proposed solutions in Autonomous Education Institutions/Universities/Institute of National Importance in India during last 5 years. (Work Order along with respective Completion Certificate	Since Nitie, Mumbai is looking for an integrated solution, awarding marks to implementations where key modules are missing, compromises the purpose of the tender process. Request you to adhere to the core requirement of an integrated system and not award marks to incomplete implementations.		Admission, Academics, Examination and Hostel modules are of utmost importance to NITIE. Track records of vendors regarding implementation of above mentioned modules will be evaluated. Any implementation without Admission, Academics, Examination and Hostel modules SHALL not be

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		<p>(Work Order along with respective Completion Certificate should be attached) Affiliated colleges won't be considered in case of University Orders. The implemented projects should be currently in use and each one of them must include Admission, Academics, Examination Research, Hostel and Library modules.</p> <p>If all the above</p>	<p>should be attached) Affiliated colleges won't be considered in case of University Orders. The implemented projects should be currently in use and each one of them must include Admission, Academics, Examination Research, Hostel and Library modules.</p> <p>No partial marking will be done</p>			<p>considered during evaluation process.</p>

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		mentioned modules are missing in any work order/ Completion certificate then the commensurate marking shall be done on the basis of number of modules implemented out of above mentioned mandatory modules.				
55	Dexpert Systems Limited	Pre-Qualification Criteria		#7. Considering the nature of implementation and that too at a reputed MHRD institute, only CMMI Level 3 companies should be allowed. It will ensure that all required processes are followed.		No change
56	Dexpert Systems Limited	Marking Matrix		#2. Please allocate marks only for CMMI level 3 and above companies #3. These days almost all companies will have 100 employees, hence request you		No Change

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				to reduce the marks from this section to 5 only #4. Please do not allow partial/commensurate marking as even implementations, where critical modules likes academics, examination are missing, will also be awarded some marks. This could potentially lead to selection of ERP systems which are not fully integrated and do not have the required modules implemented.		
57	Dexpert Systems Limited	Project Budget		We would need some clarity on the budget of the project. A project of this size requires substantial budget and unless we understand sufficient budget is available, we won't be able to submit a quality bid.		Bidders to quote as per scope of work mentioned in the RFP. However in order to protect best interest of the project no such valuation has been assigned for the project.
58	Trigyn Technologies Limited		The Cloud Service Provider must be MeitY Certified.	We would request to clarify about this clause. As it is confirmed that formation for current participation is allowed Lead Bidder+OEM/Authorized Partner whereas CSP to be include as OEM separately? Also, Pls clarify whether one CSP can go with multiple Bidder on 1 for 1 to map		The query is not related to Meity certification.
59	Trigyn Technologies Limited		The proposed solution must have successfully been implemented in at least 2 government institute or universities of Higher	We would request to amend the clause as below "the bidder/OEM shall have been successfully implemented in at least 2 government institute or universities with 1000 students using the solution products. We are confident that your		No change

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			Education/ 2 Government institute for Technical or Management studies where more than 1000 students are using the solution Products with bolt-on 3rd Party solutions shall not be accepted.	good office will be accepting our proposed amendment for encouraging transparent/competitive bidding		
60	Trigyn Technologies Limited		No. of successful implementation of the proposed solutions in last 5 years. 5 Marks will be given for each qualifying implementation. (50 Marks for 10 successful implementation – All related documents need to be attached)	We would request to increase the time period from 5 Yrs to 7 Yrs so that maximum successful implementations can be showcased.		No Change
61	Trigyn Technologies Limited		Certification of the Bidder CMMI Level 3/ Level 5 for Software Services and Development (services (SVC) / software development (DEV)) Note- Bidder shall furnish Signed Copies	We would request the Lead Bidder should have CMMI Level 5 Certification.		No Change

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			of CMMI Certificates issued by the authorized CMMI partner and must be listed in the directory of CMMI Institute (PARS).			
62	TCS	31-33	Chapter-VI Timeline & Payment terms Payments will be done only on the back to back basis on receipt of the related payment/funds from the end client, subject to satisfactory acceptance of the deliverables from the end client as per the submission of the required document.	Chapter-VI Timeline & Payment terms Payments will be done only on the back to back basis on receipt of the related payment/funds from the end client, subject to the deliverables from the end client as per the submission of the required document.		No change
63	TCS	33	3. Performance Security/Performance Bank Guarantee& Bank Solvency Certificate:	Performance Security/Performance Bank Guarantee& Bank Solvency Certificate: The successful bidder shall be required to deposit Performance Bank Guarantee equivalent to 3% of contract value to		No Change

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			The successful bidder shall be required to deposit Performance Bank Guarantee equivalent to 10% of contract value to NITIE within 15 days from the date of receipt of Work Order.	NITIE within 15 days from the date of signing of mutually agreed Agreement. .		
64	TCS	38	<p>3. Risk Purchase Clause:</p> <p>In event of failure of completion of work within the stipulated delivery schedule, EdCIL (India) Ltd. has all the right to purchase the item/equipment/services from the other source on the total risk and cost of the Supplier/Contractor/Successful Bidder under risk purchase clause.</p>	<p>3. Risk Purchase Clause:</p> <p>In event of failure of completion of work within the stipulated delivery schedule, EdCIL (India) Ltd. has all the right to purchase the item/equipment/services from the other source on the total risk and cost of the Supplier/Contractor/Successful Bidder under risk purchase clause;</p>		No change

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
65	TCS	38-39	<p>4. Prices/Compensation/ Professional Fee:</p> <p>a) In consideration of the Services hereunder, EdCIL India Limited shall pay BIDDER the fees and expenses (“Charges/Compensation”) as specified in Financial Bid/Commercial. All amounts payable to BIDDER are inclusive of any Taxes. EdCIL India Limited shall be entitled to deduct from applicable payments to BIDDER, any tax on BIDDER’ income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide BIDDER with</p>	<p>In consideration of the Services hereunder, EdCIL India Limited shall pay BIDDER the fees and expenses (“Charges/Compensation”) as specified in Financial Bid/Commercial. All amounts payable to BIDDER are inexclusive of any Taxes. EdCIL India Limited shall be entitled to deduct from applicable payments to BIDDER, any tax on BIDDER’ income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide BIDDER with evidence or certificate of payment of such tax to the taxing authorities. BIDDER shall submit invoices to EdCIL India Limited in accordance with the payment schedule in Commercial of this document. EdCIL India Limited shall remit payment to BIDDER within thirty (30) days from the date of invoice. BIDDER shall invoice and EdCIL India Limited shall make payment in accordance with the billing period specified in Commercial of this document. GST TDS will also be deducted at the time of payment <u>and EdCIL provide Bidder with evidence or certificate of payment of such tax to the taxing authorities. If any invoice remains unpaid after the aforesaid period, Bidder</u></p>		No change

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			<p>evidence or certificate of payment of such tax to the taxing authorities. BIDDER shall submit invoices to EdCIL India Limited in accordance with the payment schedule in Commercial of this document. EdCIL India Limited shall remit payment to BIDDER within thirty (30) days from the date of invoice. BIDDER shall invoice and EdCIL India Limited shall make payment in accordance with the billing period specified in Commercial of this document. GST TDS will also be deducted at the time of payment.</p> <p>b) The offer/bid should be inclusive of taxes and duties,</p>	<p>shall be entitled to recover the unpaid invoices with interest of one percent (1%) per month calculated from the payment due date until the recovery is made in full with interest and/or suspend the Services.</p> <p>b) The offer/bid should be inexclusive of taxes and duties, which will be paid as applicable.</p> <p>c) The prices must be quoted in the Performa given in Financial Bid failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting the package price must be mentioned in Financial Bid only. Discount or any other offers affecting the Package price mentioned at any other place of the bid other than Financial Bid will not be considered.</p> <p>d) Financial Bid shall be integral part of this contract and to be reproduced herein as per format of financial bid.</p>		

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			<p>which will be paid as applicable.</p> <p>c) The prices must be quoted in the Performa given in Financial Bid failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting the package price must be mentioned in Financial Bid only. Discount or any other offers affecting the Package price mentioned at any other place of the bid other than Financial Bid will not be considered.</p> <p>d) Financial Bid shall be integral part of this contract and to be reproduced herein as per format of financial bid.</p>			

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
66	TCS	6.2 Arbitration: 40	b) Any dispute not resolved by mutual consultations shall be settled through arbitration by arbitrator duly appointed by the designated officer of EdCIL India Limited. The award of the said Arbitrator shall be final and binding on both parties. It is the terms of this Contract that in the event of such arbitrator to whom the matter is originally referred, being transferred or on vacating his office, being unable to arbitrate for the aforesaid reason, his successor shall be appointed as Sole Arbitrator by the aforesaid authority	b) Any dispute not resolved by mutual consultations shall be settled through arbitration by arbitrator duly appointed mutually by the partiesdesignated officer of EdCIL India Limited . The award of the said Arbitrator shall be final and binding on both parties. It is the terms of this Contract that in the event of such arbitrator to whom the matter is originally referred, being transferred or on vacating his office, being unable to arbitrate for the aforesaid reason, his successor shall be appointed as Sole Arbitrator by the aforesaid partiesauthority and the new incumbent shall resume arbitration proceedings from the stage where his predecessor has left.		No change

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			and the new incumbent shall resume arbitration proceedings from the stage where his predecessor has left. s			
67	TCS	43	<p>10.1 Indemnification by Contractor</p> <p>a) Contractor agrees to defend, indemnify and hold harmless the Owner, its Affiliates, and all of their directors, officers, employees, agents and representatives ("Owner Indemnified Parties"), from and against any and all Losses arising:</p> <p>i. By reason of Contractor's actual or asserted failure to comply with any Applicable Law or any provision of this Contract. If the</p>	<p>10.1 Indemnification by Contractor</p> <p>a) Contractor agrees to defend, indemnify and hold harmless the Owner, its Affiliates, and all of their directors, officers, employees, agents and representatives ("Owner Indemnified Parties"), from and against any and all reasonable Losses arising:</p> <p>i. By reason of Contractor's actual or asserted failure to comply with any Applicable Law or any provision of this Contract. If the Contractor fails to comply with the requirements mentioned above and as a result fines, penalties or other assessments are imposed upon either the Contractor or the Owner by any Government Agency under any Applicable Law, then the Contractor shall be liable to pay all such fines, penalties or other assessments.</p>		No change

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			<p>Contractor fails to comply with the requirements mentioned above and as a result fines, penalties or other assessments are imposed upon either the Contractor or the Owner by any Government Agency under any Applicable Law, then the Contractor shall be liable to pay all such fines, penalties or other assessments.</p> <p>ii. From actual or asserted violation or infringement of rights in any patent, copyright, proprietary information, trade secret or other property right caused or alleged to be caused by the use of materials, equipment,</p>	<p>ii. From actual or asserted violation or infringement of rights in any <u>third party</u> patent, copyright, proprietary information, trade secret or other property right caused or alleged to be caused by the use of materials, equipment, methods, processes, designs or information furnished by Contractor or its Subcontractors in performance of the Services. Should any Services provided by Contractor become, or appear likely to become, the subject of a <u>third party</u> claim of infringement of a patent, copyright or other property right, Contractor shall, at the Owner's option, either procure for the Owner the right to continue using such services, replace same with equivalent, non-infringing services, or modify the services so that the use thereof becomes non-infringing, provided that any such modification or replacement is of equal quality and provides equal performance as provided by the infringing services</p> <p>iii. From injury to or death of any Person (including employees of the Owner, Contractor and Contractor's Subcontractors or any third party) or</p>		

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			<p>methods, processes, designs or information furnished by Contractor or its Subcontractors in performance of the Services. Should any Services provided by Contractor become, or appear likely to become, the subject of a claim of infringement of a patent, copyright or other property right, Contractor shall, at the Owner's option, either procure for the Owner the right to continue using such services, replace same with equivalent, non-infringing services, or modify the services so that the use thereof becomes non-infringing, provided that any such modification or</p>	<p>from damage to or loss of property (including the property of the Owner or a third party) arising directly or indirectly out of this Contract or out of any acts of omission or commissions of Contractor or its Subcontractors. Contractor's indemnity obligations hereunder include claims and damages arising from non-delegable duties of the Owner; or iv. From present or future Environmental Claims directly or indirectly related to or arising out of the actual or alleged existence, generation, use, collection, treatment, storage, transportation, recovery, removal, discharge or disposal of Hazardous Material at the campus and/or adjacent areas solely to the extent arising out of the gross negligence or wilful Misconduct of the Contractor, its Subcontractors or sub-vendors in the performance of the Services under this Contract; provided, however, that nothing contained herein shall be construed as requiring Contractor to take any corrective action with respect to any Hazardous Material in existence prior to the Effective Date.</p>		

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			<p>replacement is of equal quality and provides equal performance as provided by the infringing services</p> <p>iii. From injury to or death of any Person (including employees of the Owner, Contractor and Contractor's Subcontractors or any third party) or from damage to or loss of property (including the property of the Owner or a third party) arising directly or indirectly out of this Contract or out of any acts of omission or commissions of Contractor or its Subcontractors. Contractor's indemnity obligations hereunder include</p>	<p>b) Contractor's indemnity obligations shall apply regardless of whether the Owner Indemnified Party was concurrently negligent, whether actively or passively, excepting only where the Losses are caused solely by the negligence or Wilful Misconduct of, or by defects in design furnished by the Owner Indemnified Party. Contractor's defence and indemnity obligations shall include the duty to reimburse any attorneys' fees and expenses incurred by the Owner Indemnified Party for legal action to enforce Contractor's indemnity obligations.</p> <p>c) With respect to claims by employees of Contractor or its Subcontractors on the Owner Indemnified Party, the indemnity obligations created under this Clause 10.1 shall not be limited by the fact of, amount, or type of benefits or compensation payable by or for Contractor, its Subcontractors or Supplier/Contractors under any workers' compensation, disability benefits, Maternity benefits or other employee benefits acts or regulations, and Contractor waives any limitation of</p>		

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			<p>claims and damages arising from non-delegable duties of the Owner; or iv. From present or future Environmental Claims directly or indirectly related to or arising out of the actual or alleged existence, generation, use, collection, treatment, storage, transportation, recovery, removal, discharge or disposal of Hazardous Material at the campus and/or adjacent areas solely to the extent arising out of the gross negligence or wilful Misconduct of the Contractor, its Subcontractors or sub-vendors in the performance of the Services under this Contract; provided,</p>	<p>liability or immunity arising from workers' compensation or such other acts or regulations.</p> <p>d) The Owner shall be entitled to retain from payments otherwise due to Contractor such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within Contractor's indemnity obligations under this Clause 10.1, until such claims, suits or liens have been settled and satisfactory evidence to that effect has been furnished to the Owner.</p> <p>e) Contractor acknowledges that specific payment has been incorporated into the Contract Price as legal consideration for Contractor's indemnity obligations as may be provided in this Contract.</p> <p>10.2 Defence of Claims a) The indemnifying Party shall be entitled, at its option, and expense and with counsel of its selection, to assume and control the defence of any claim, action, suit or proceeding in respect of, resulting from, relating to or arising out of any matter for which it is obligated to indemnify the</p>		

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			<p>however, that nothing contained herein shall be construed as requiring Contractor to take any corrective action with respect to any Hazardous Material in existence prior to the Effective Date.</p> <p>b) Contractor's indemnity obligations shall apply regardless of whether the Owner Indemnified Party was concurrently negligent, whether actively or passively, excepting only where the Losses are caused solely by the negligence or Wilful Misconduct of, or by defects in design furnished by the Owner Indemnified Party. Contractor's defence and</p>	<p>other Party hereunder, provided it gives prompt notice of its intention to do so to the indemnified Party and reimburses the indemnified Party for the reasonable costs and expenses incurred by the indemnified Party in connection with the defence of such claim, action, suit or proceeding, prior to the assumption by the indemnifying Party of such defence.</p>		

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			<p>indemnity obligations shall include the duty to reimburse any attorneys' fees and expenses incurred by the Owner Indemnified Party for legal action to enforce Contractor's indemnity obligations.</p> <p>c) With respect to claims by employees of Contractor or its Subcontractors on the Owner Indemnified Party, the indemnity obligations created under this Clause 10.1 shall not be limited by the fact of, amount, or type of benefits or compensation payable by or for Contractor, its Subcontractors or Supplier/Contractors under any workers' compensation, disability benefits,</p>			

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			<p>Maternity benefits or other employee benefits acts or regulations, and Contractor waives any limitation of liability or immunity arising from workers' compensation or such other acts or regulations.</p> <p>d) The Owner shall be entitled to retain from payments otherwise due to Contractor such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within Contractor's indemnity obligations under this Clause 10.1, until such claims, suits or liens have been settled and satisfactory evidence</p>			

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			<p>to that effect has been furnished to the Owner.</p> <p>e) Contractor acknowledges that specific payment has been incorporated into the Contract Price as legal consideration for Contractor's indemnity obligations as may be provided in this Contract.</p> <p>10.2 Defence of Claims a) The indemnifying Party shall be entitled, at its option, and expense and with counsel of its selection, to assume and control the defence of any claim, action, suit or proceeding in respect of, resulting from, relating to or arising out of any matter for which it is obligated to</p>			

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			indemnify the other Party hereunder, provided it gives prompt notice of its intention to do so to the indemnified Party and reimburses the indemnified Party for the reasonable costs and expenses incurred by the indemnified Party in connection with the defence of such claim, action, suit or proceeding, prior to the assumption by the indemnifying Party of such defence.			
68	TCS	45	11 Limitation of Liability Neither EdCIL India Limited nor the bidder shall be liable to the other for any special, indirect, incidental, consequential	11 Limitation of Liability Neither EdCIL India Limited nor the bidder shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has		No change

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			<p>(including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total cumulative liability of either party under this Agreement shall not exceed in aggregate the amount paid to bidder by the EdCIL India Limited for the Service that gives rise to such liability during the twelve (12) month period immediately preceding such claim. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the wilful misconduct; (ii)</p>	<p>been advised of the possibility of such damages. The total cumulative liability of either party under this Agreement shall not exceed in aggregate the amount paid to bidder by the EdCIL India Limited for the Service that gives rise to such liability during the twelve (12) month period immediately preceding such claim. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the wilful misconduct; <u>and (ii)-breach of the use terms in respect of use of bidder Application System; and (iii) breach of confidentiality obligations.</u> Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of EdCIL India Limited to perform any of EdCIL India Limited's obligations. In such event, bidder shall be allowed additional time as may be required to perform its obligations <u>and (b) entitled to charge the EdCIL India Limited for additional costs incurred, if any, as may be mutually agreed upon between the Parties.</u></p>		

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			breach of the use terms in respect of use of bidder Application System; and (iii) breach of confidentiality obligations. Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of EdCIL India Limited to perform any of EdCIL India Limited's obligations. In such event, bidder shall be allowed additional time as may be required to perform its obligations.			
69	TCS	46	12 Confidential Information	<u>This Agreement shall be effective for ___ year and shall continue for a period of 2 years after the termination or</u>		No Change

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
				expiration of the contract, whichever is earlier.		
70	TCS	48	20 Payment Term Payments will be done as per milestone given chapter-VI subjected to back to back basis on receipt of the related payment/funds from the end client. Satisfactory acceptance of the deliverables from the end client must be submitted for the given milestone.	20 Payment Term Payments will be done as per milestone given chapter-VI subjected to back to back basis on receipt of the related payment/funds from the end client. Satisfactory a Acceptance of the deliverables from the end client must be submitted for the given milestone.		No change
71	TCS	48-50	21 Service Level Agreement: - The penalty for various delays and deficiencies in services will be as follows:	21 Service Level Agreement:— The penalty for various delays and deficiencies in services will be as follows: a) Penalty for delay in execution of project:		No change

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			<p>a) Penalty for delay in execution of project:</p> <p>If the successful bidder does not complete the project within the stipulated period given in the Scope of Work, a penalty at the rate of 0.50% per week of the corresponding Purchase Order value will be levied for a maximum period of twelve weeks (6% of the total contract value). If the services are not completed even within this twelve -week period, then the contract will be liable for termination, in part or whole, at the discretion of EdCIL (India) Ltd. and at the</p>	<p>If the successful bidder does not complete the project within the stipulated period given in the Scope of Work, a penalty at the rate of 0.50% per week of the corresponding Purchase Order value will be levied for a maximum period of twelve weeks (6% of the total contract value). If the services are not completed even within this twelve -week period, then the contract will be liable for termination, in part or whole, at the discretion of EdCIL (India) Ltd. and at the risk and cost of the selected Bidder.</p> <p>b) Penalty for failure of support(s): Service support during the contract period:-</p> <p>The Supplier/Contractor should provide post implementation support for three (03) years. The Supplier/Contractor shall provide a website or any suitable means for electronic logging of complaints by the end users of ERP. The system should be able to acknowledge a receipt as a proof of having lodged a complaint by the end users of ERP. The Supplier/Contractor should ensure</p>		

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			<p>risk and cost of the selected Bidder.</p> <p>b) Penalty for failure of support(s): Service support during the contract period: -</p> <p>The Supplier/Contractor should provide post implementation support for three (03) years. The Supplier/Contractor shall provide a website or any suitable means for electronic logging of complaints by the end users of ERP. The system should be able to acknowledge a receipt as a proof of having lodged a complaint by the end users of ERP. The Supplier/Contractor should ensure uptime</p>	<p>uptime of 99.75%. However, maintenance downtimes may be excluded; if maintenance downtime has been taken with prior approval of NITIE. The penalties would be levied on the Supplier/Contractor in the event of downtime attributable to the Supplier/Contractor exceeds 0.25%. The Supplier/Contractor should submit the downtime reports generated through log for every quarter clearly indicating the reasons for the downtime. The Supplier/Contractor shall provide maintenance service on demand. In this regard the Supplier/Contractor shall post dedicated service staff in NITIE as per Purchase Order issued. The proposed service staff should have a minimum experience as given in Annexure-X.</p> <p>This service staff will be located at the College/Department where application will be run.</p> <p>For every 1% drop in uptime in each quarter over the required uptime of 99.75% a penalty up to 0.5% of the Quarterly Payment would be liable to be deducted. If the uptime in any quarter is 95% or less due to conditions which are</p>		

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			<p>of 99.75%. However, maintenance downtimes may be excluded; if maintenance downtime has been taken with prior approval of NITIE. The penalties would be levied on the Supplier/Contractor in the event of downtime attributable to the Supplier/Contractor exceeds 0.25%. The Supplier/Contractor should submit the downtime reports generated through log for every quarter clearly indicating the reasons for the downtime. The Supplier/Contractor shall provide maintenance service on demand. In this regard the</p>	<p>wholly attributable to the Bidder then the purchaser may terminate the contract. A penalty up to 0.5% of the value of Performance Bank Guarantee would be liable to be forfeited for every day delay in response time or call fixing time for any problem logged by the Purchaser/Indenter. The contractor would first be liable to deposit the said penalty then only the PBG submitted would be released by the NITIE.</p> <p>Note*—</p> <p>1. The time taken by the contractor to trouble—shoot and fix the problem is shall be calculated from the time the call has been logged at the Helpdesk till the time the problem has been fixed.</p> <p>2. GST shall also be charged extra on penalty.</p> <p>c) Limitation of Penalties:—</p>		

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			<p>Supplier/Contractor shall post dedicated service staff in NITIE as per Purchase Order issued. The proposed service staff should have a minimum experience as given in Annexure-X.</p> <p>This service staff will be located at the College/Department where application will be run.</p> <p>For every 1% drop in uptime in each quarter over the required uptime of 99.75% a penalty up to 0.5% of the Quarterly Payment would be liable to be deducted. If the uptime in any quarter is 95% or less due to conditions which are wholly attributable to the Bidder then the</p>	<p>After Starting of the work and services the maximum penalty should be levied as described below:</p> <p>The total deduction should not exceed 10% of the total applicable fee for the said milestone for respective services/supply or quarterly payment</p> <p>If bidder fails to deliver the services in stipulated time-frame on account of any reasons will be deemed to be an event of default and termination. This shall be governed by the terms & conditions defined in subsequent sections of the Contract</p>		

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			<p>purchaser may terminate the contract. A penalty up to 0.5% of the value of Performance Bank Guarantee would be liable to be forfeited for every day delay in response time or call fixing time for any problem logged by the Purchaser/Indenter. The contractor would first be liable to deposit the said penalty then only the PBG submitted would be released by the NITIE.</p> <p>Note* –</p> <p>1. The time taken by the contractor to trouble - shoot and fix the problem is shall be calculated from the time the call has been</p>			

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			<p>logged at the Helpdesk till the time the problem has been fixed.</p> <p>2. GST shall also be charged extra on penalty.</p> <p>c) Limitation of Penalties: -</p> <p>After Starting of the work and services the maximum penalty should be levied as described below:</p> <p>The total deduction should not exceed 10% of the total applicable fee for the said milestone for respective services/supply or quarterly payment</p>			

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			If bidder fails to deliver the services in stipulated time-frame on account of any reasons will be deemed to be an event of default and termination. This shall be governed by the terms & conditions defined in subsequent sections of the Contract			
72	TCS	50	<p>22 Termination for Default</p> <p>The Owner should, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier/Contractor, terminate the Contract in whole or part:</p> <p>a) If the Contractor fails to complete the</p>	<p>22 Termination for Default</p> <p>The Owner should, without prejudice to any other remedy for <u>material</u> breach of contract, by written notice of default sent to the Supplier/Contractor, terminate the Contract in whole or part:</p> <p>a) If the Contractor <u>materially</u> fails to complete the work within the period(s) specified in the order, or within any extension thereof granted by the Owner, and Contractor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any</p>		No Change

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			<p>work within the period(s) specified in the order, or within any extension thereof granted by the Owner, and Contractor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.</p> <p>b) If the Contractor becomes insolvent or bankrupt.</p> <p>c) If, as the result of Force Majeure, the contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>	<p>further period as the Client may have subsequently approved in writing.</p> <p>b) If the Contractor becomes insolvent or bankrupt.</p> <p>c) If, as the result of Force Majeure, the contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>d) If the Contractor fails to perform any other obligation(s) under the Contract.</p> <p>e) If the Contractor, in the judgment of the Owner has engaged in coercive, corrupt, fraudulent and obstructive practices in competing for or in executing the Contract. For the purpose of this Clause the meaning of coercive, corrupt, fraudulent and obstructive practices shall be same as ascribed to in the clause 1.9, 1.10, 1.11, 1.12 respectively.</p> <p>f) If the EdCIL (India) Ltd./Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>In such an occurrence the EdCIL (India) Ltd. shall give a not less than thirty (30)</p>		

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			<p>d) If the Contractor fails to perform any other obligation(s) under the Contract.</p> <p>e) If the Contractor, in the judgment of the Owner has engaged in coercive, corrupt, fraudulent and obstructive practices in competing for or in executing the Contract. For the purpose of this Clause the meaning of coercive, corrupt, fraudulent and obstructive practices shall be same as ascribed to in the clause 1.9, 1.10, 1.11, 1.12 respectively.</p> <p>f) If the EdCIL (India) Ltd./Client, in its sole discretion and for any reason whatsoever,</p>	<p>days' written notice of termination to the Firm, and sixty (60) days' in the case of the event referred to in (f).</p> <p>Notwithstanding the above, Bidder may terminate this Agreement for cause if EdCIL (India) Ltd materially breaches this Agreement, provided Bidder gives EdCIL (India) Ltd notice of such breach and it remains uncured after 30 days following notice.</p> <p>If any amount due and payable by EdCIL (India) Ltd under the Agreement is more than 30 days overdue; and there is no dispute between EdCIL (India) Ltd and Bidder in relation to that amount, Bidder may issue to EdCIL (India) Ltd a notice that payment is overdue. If to EdCIL (India) Ltd fails to pay Bidder within 7 days after the date of such notice, Bidder may by a further notice to EdCIL (India) Ltd terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.</p>		

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			<p>decides to terminate this Contract.</p> <p>In such an occurrence the EdCIL (India) Ltd. shall give a not less than thirty (30) days' written notice of termination to the Firm, and sixty (60) days' in the case of the event referred to in (f).</p>			
73	TCS	55-56	<p>ANNEXURE-II</p> <p>Letter of bid submission</p> <p>This bears reference to EdCIL Bid No. EdCIL/DES/ERP/NITIE/JULY/001 Dated</p> <p>We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document and have examined the details</p>	<p>ANNEXURE-II</p> <p>Letter of bid submission</p> <p>This bears reference to EdCIL Bid No. EdCIL/DES/ERP/NITIE/JULY/001 Dated Subject to the deviations submitted along with the bid proposal, Wwe, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document and have examined the details given in Notice Inviting Bid & Bid Document for the above work.</p>		No change

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
			<p>given in Notice Inviting Bid & Bid Document for the above work.</p> <p>I/we hereby submit the relevant information.</p> <p>1. I/We hereby certify that all the statements made and information supplied in the enclosed form _____ and accompanying statements are true and correct.</p> <p>2. I / we certify that we have not changed/alterd any word/sentence or any figure in number/s or words appearing the original tender document uploaded by EdCIL (India) Ltd. on the designated web</p>	<p>I/we hereby submit the relevant information.</p> <p>1. I/We hereby certify that all the statements made and information supplied in the enclosed form _____ and accompanying statements are true and correct.</p> <p>2. I / we certify that we have not changed/alterd any word/sentence or any figure in number/s or words appearing the original tender document uploaded by EdCIL (India) Ltd. on the designated web page for e-tendering. In case, if a fraudulent activity is found at any stage between tender submission to final closure of the tender/contract, our candidature/bid/contract shall be immediately cancelled and EMD/Performance security/ security deposit along with the due amount towards the work executed or advance shall be forfeited. EdCIL (India) Ltd. will not entertain any claim or entertain any reason for this intentional act. EdCIL (India) Ltd. may go for the legal action against the bidder for recovering any one</p>		

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			<p>page for e-tendering. In case, if a fraudulent activity is found at any stage between tender submission to final closure of the tender/contract, our candidature/bid/contract shall be immediately cancelled and EMD/Performance security/ security deposit along with the due amount towards the work executed or advance shall be forfeited. EdCIL (India) Ltd. will not entertain any claim or entertain any reason for this intentional act. EdCIL (India) Ltd. may go for the legal action against the bidder for recovering any one or all damages caused to</p>	<p>or all damages caused to EdCIL (India) Ltd. or its client on this account.</p> <p>3. I/We hereby certify that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent EdCIL (India) Ltd. from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.</p> <p>43. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.</p> <p>54. I/We submit the requisite certified solvency certificate and authorize the EdCIL (India) Ltd. to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize EdCIL (India) Ltd. to approach individuals, employers, firms and</p>		

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			<p data-bbox="651 272 931 344">EdCIL (India) Ltd. or its client on this account.</p> <p data-bbox="651 432 931 1198">3. I/We hereby certify that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent EdCIL (India) Ltd. from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.</p> <p data-bbox="651 1230 931 1374">4. I/We have furnished all information and details necessary for eligibility and have no</p>	<p data-bbox="954 272 1458 344">corporation to verify our competency and general reputation.</p>		

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			<p>further pertinent information to supply.</p> <p>5. I/We submit the requisite certified solvency certificate and authorize the EdCIL (India) Ltd. to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize EdCIL (India) Ltd. to approach individuals, employers, firms and corporation to verify our competency and general reputation.</p>			
74	TCS	57	<p>ANNEXURE III</p> <p>Undertaking</p> <p>This is to confirm that we M/s</p> <p>_____</p> <p>___ (give full address)</p>	<p>ANNEXURE III</p> <p>Undertaking</p> <p>To the best of our knowledge and as per records available with the Company;</p>		No change

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			have not been declared blacklisted/debarred by any government department and public sector undertaking /enterprise or by any other Client in India, in last five year before release of advertisement.	It is to confirm that we M/s _____ (give full address) have not been declared blacklisted/debarred by any government department and public sector undertaking /enterprise or by any other Client in India, in last five year before release of advertisement.		
75	TCS	We request the following clauses to be a part of the final agreement.		Processing Norms EDCIL INDIA LIMITED and Bidder acknowledge and agree that the provision of Services under this Agreement may require Bidder to interact with the EDCIL INDIA LIMITED s and suppliers of EDCIL INDIA LIMITED relating to the Services as special agent for and on behalf of the EDCIL INDIA LIMITED and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided by EDCIL INDIA LIMITED and agreed by the Parties. Bidder shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and Bidder shall incur no liability for claims, loss or		No change

S.no	From	Section No. and Page No. of RFP	Clause as per RFP	Clarification Sought	Remarks	Response/ Amendments/Changes
				damages arising as a result of Bidder's compliance with the Processing Norms. EDCIL INDIA LIMITED agrees to indemnify, defend and hold Bidder and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, arising out of or resulting from Bidder' compliance with Processing Norms. Further, EDCIL INDIA LIMITED shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.		
76	TCS	We request the following clauses to be a part of the final agreement.		Non-employment The EDCIL INDIA LIMITED will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising here from.		No change

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77	TCS	We request the following clauses to be a part of the final agreement.		Nonexclusively Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.		No Change
78	TCS	We request the following clauses to be a part of the final agreement.		Independent Relationship This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.		No Change
79	TCS	We request the following clauses to be a part of the final agreement.		Modification This proposal may be modified only by an amendment executed in writing by a duly authorised representative for each party.		No Change
80	TCS	We request the following clauses to be a part of the final agreement.		Publicity Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.		No Change
81	TCS	We request the following		TATA Code Of Conduct		No Change

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		clauses to be a part of the final agreement.		The activities of all Bidder employees are governed by the Tata Code of Conduct, a copy of which is available at link http://www.tata.com/aboutus/articles/in-side.aspx?artid=NyGNnLHkaAc= EDCIL INDIA LIMITED agrees to make good faith efforts to notify Bidder designated executives of any breach of the Tata Code of Conduct by any Bidder personnel relating to this Agreement. Bidder in turn, undertakes that it will maintain confidentiality of all communication received.		
82	TCS			Request EdCIL to please allow bidder to submit the bid with Commercial of the Shelf approach (COTS). Bidder will do the gap analysis and configure the system with (AS IS deployment).		No Change
83	TCS			For bidders, submitting the bid in COTS mode, request EdCIL to remove the clause for submission of source code (base code as well as code for modules created for NITIE)		No Change
84	TCS			Request EdCIL to please consider SaaS (Software as a Service) for financial bid		No Change
85	TCS			One time setup Cost One time data migration cost Per user per month cost for the duration of contract (along with minimum users specified		No Change

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86	TCS			<p>For SaaS based model, request EdCIL to please consider following change in payment terms:</p> <ol style="list-style-type: none"> a. The one-time setup fees and data migration will be paid at start of project b. Bidder will raise quarterly invoice as per subscription fees and number of students 		No change
87	TCS			<p>Evaluation Criteria (Marking Matrix (Point 4)) – Request EdCIL to please remove Research module from Mandatory module as this module is not generally used by Universities or Institutes</p>		<p>Admission, Academics, Examination and Hostel modules are of utmost importance to NITIE.</p> <p>Track records of vendors regarding implementation of above mentioned modules will be evaluated.</p> <p>Any implementation without Admission, Academics, Examination and Hostel modules SHALL not be considered during evaluation process.</p>
88	TCS			<p>Since EdCIL will be coming with corrigendum, request EdCIL to please extend the timeline for submitting the bid by 10 working days</p>		As per corrigendum - 2

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89	Sukrit Infotech	7	The Bidder must be ISO 27001:2013 and ISO 9001:2015 and ISO 20000-1:2018 certified.	The Bidder must be CMMi Level 3 Certified for Software Services and Development.	Bidder for such a reputed project must be CMMi Level 3 certified to ensure all required processes are followed during implementation. A project of this nature and reputation must be implemented by a CMMi Level 3 bidder only.	No change
90	Sukrit Infotech	12	OEM should have average turnover of at least 5 crores in the last three financial years.	OEM should have average turnover of at least 10 crores in the last three financial years.	OEM should have strong product as well as financial credibility. Lower turnover essentially means OEM's product doesn't find	No change

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					takers in the market and hence should be avoided by Nitie, Mumbai as well	
91	Sukrit Infotech	2	Certification of the Bidder	Certification of the Bidder CMMI 4 = 3 marks CMMI5 = 5 marks	Since ISOs are part of pre-qualification criteria, awarding marks for them in this section isn't doesn't add any value. Same with CMMi Level 3 as it should be added as a Pre-Qualifying criteria. Request you to kindly award marks only for CMMi4 and above	No Change
92	Sukrit Infotech	3	Total employees on pay roll of the bidder for the proper	Total employees on pay roll of the bidder for the proper execution of the contract.	Since minimum 100 employees is	No Change

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			<p>execution of the contract. An Undertaking to be submitted by designated authority (Company Secretary) of the organization</p> <p>A weightage of 0.1 marks will be given for each technical personal employed by the firm for such kind of projects and maximum of 10 marks to this account can be awarded.</p>	<p>An Undertaking to be submitted by designated authority (Company Secretary) of the organization. > 200 = 5 marks > 150 = 3 marks > 135 = 1 mark</p>	<p>the qualifying criteria, the award of marks should start from 100 onwards. Also, this is a low impact criteria as companies have many practices and they tend to include all in their list, hence only 5 marks should be awarded for this</p>	
93	Sukrit Infotech	4	<p>No. of successful implementation of the proposed solutions in Autonomous Education Institutions/Universities/Institute of National Importance in India during last 5 years. (Work Order along with respective Completion Certificate</p>	<p>No. of successful implementation of the proposed solutions in Autonomous Education Institutions/Universities/Institute of National Importance in India during last 5 years. (Work Order along with respective Completion Certificate should be attached) Affiliated colleges won't be considered in case of University Orders. The implemented projects should be currently in use and each one of them must include Admission, Academics,</p>	<p>Since Nitie, Mumbai is looking for an integrated solution, awarding marks to implementations where key modules are missing, compromises</p>	<p>Admission, Academics, Examination and Hostel modules are of utmost importance to NITIE.</p> <p>Track records of vendors regarding implementation of above mentioned modules will be evaluated.</p> <p>Any implementation without Admission,</p>

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			should be attached) Affiliated colleges won't be considered in case of University Orders. The implemented projects should be currently in use and each one of them must include Admission, Academics, Examination Research, Hostel and Library modules. If all the above mentioned modules are missing in any work order/ Completion certificate then the commensurate marking shall be done on the basis of number of modules implemented out of above mentioned mandatory modules.	Examination Research, Hostel and Library modules. No partial marking will be done	the purpose of the tender process. Request you to adhere to the core requirement of an integrated system and not award marks to incomplete implementations with missing modules	Academics, Examination and Hostel modules SHALL not be considered during evaluation process.
94	Sukrit Infotech	5	Technical Presentation - Demonstration of the proposed software solution (currently in use by some clients) having functions as	Technical Presentation - Demonstration of the proposed software solution (currently in use by some clients) having functions as per the requirements in the RFP. Max Marks = 25	Quality of Presentation is the most important part of Evaluation and hence	No Change

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			per the requirements in the RFP. Max Marks = 20		slightly higher marks should be allotted for the same.	
95	Sukrit Infotech	2.3	After Successful completion of UAT of Phase-1 Modules including respective analytic engine and Testing & Debugging. 35% of the License Cost	50% of the License Cost on setup of cloud environment and installation of the test instance. 50% of the remaining License Cost on the UAT of Phase 1 modules.	License Cost is charged by OEM upfront. Hence, delaying the payment of License Cost makes it expensive for bidders as they have to incur the cost upfront itself. This change will make the offering cheaper to Nitie, Mumbai.	No change