

Pre-Bid Queries

REQUEST FOR PROPOSAL (RFP) For Implementation of Campus Management System on Cloud (Tender Ref. No.: NLUO/ICT-RFP/001 dated: 10/02/2017)

Sl. No.	RFP document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s) / Existing Clause	Points of Clarification / Queries	Clarification / Reply
1.	Section – 3, Key RFP Terms and Conditions, Pre-Qualification Criteria, Criteria iii	The firm should be a profit-making concern for the last three consecutive years, with minimum Average Annual turnover of at least Rs. 5 Crore in each of the last 3 financial years. Out of the same at least 01 crore of the turnover should be from Educational sector.	Self-attested audited balance sheet of the agency has been requested for proof. TCS balance sheet does not distinctly specify Education sector revenue. CA certificate can be provided as proof for turnover from Educational Sector.	Self-attested audited balance sheet of the agency has been requested for proof and CA certificate can be provided as proof for turnover from Educational Sector.
2.	Section – 3, Key RFP Terms and Conditions, Pre-Qualification Criteria, Criteria viii	The agency should be able to make changes as and when required in any of the components of the software/source code being utilized for the purpose throughout the term of Agreement with NLUO.	As a product vendor, TCS will release changes/enhancements in the product in a phased manner and these releases on a mutually agreed basis can accommodate suggested change requests. We request to change the criteria to "The agency should be able to make changes on a mutually agreed basis in any of the components of the software/source code being utilized for the purpose throughout the term of Agreement with NLUO."	"The agency should be able to make changes as and when required on a mutually agreed basis in any of the components of the software/source code being utilized for the purpose throughout the term of Agreement with NLUO."

3.	Section 3.3.1, Phase 1 Evaluation of Technical Bid, Page 9	<p>Detailed technical evaluation shall be carried out and other conditions in the tender document to determine the substantial responsiveness of each tender.</p> <p>For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation.</p>	<p>TCS proposes that this clause should be removed. Bidders should be allowed to submit deviation with proper justification.</p> <p>For e.g. Database Backup at NLUO Data Center requirement - During the contract period TCS will manage the database and it's backup on TCS datacenters hence to submit a response under no deviation clause will be a challenge.</p>	<p>If any deviation is required/made, than Bidders should submit a deviation sheet with proper justification.</p>
4.	Section 3.11 General Terms and Conditions, point (a), Page 14	<p>Module wise Solution Development and Implementation Cycle with time line should be given as per the Requirements/ Specification which includes Customization, testing, data migration, users training, go live and final implementation.</p>	<p>It is recommended that for a cloud-based product vendor such as TCS iON to participate where as part of vendor responsibility the vendor configures and maintains the product for the entire contract period, TCS proposes that this clause be changed to include "Module wise Solution Development/Configuration and Implementation Cycle with time line should be given as per the Requirements/ Specification which includes Customization, testing, data migration, users training, go live and final implementation."</p> <p>Also data migration scope should specify in detail the volume of data in terms of number of users and number of academic years and whether it is available in Digital Format like excel or CSV files</p>	<p>"Module wise Solution Development/Configuration and Implementation Cycle with time line should be given as per the Requirements/ Specification which includes Customization, testing, data migration, users training, go live and final implementation."</p> <ul style="list-style-type: none"> • Number of student: Around 1000 students are currently admitted and around 400 students passed. • Number of Staff: Around 100 • Number of academic years: Started from 2009, five years integrated LL.B. and 1 years LL.M. (previously it was 2 years) • It is available in excel files

5.	Section 3.11 General Terms and Conditions, point (f), Page 15	Development and Customization: It will be mandatory that development and customization of solution should be done in consultation with ICT Department and respective department s of the University.	It is recommended that for a cloud-based product vendor such as TCS iON to participate where as part of vendor responsibility the vendor configures and maintains the product for the entire contract period, TCS proposes that this clause be changed to "Development and Customization/ Configuration and Implementation: It will be mandatory that development and customization/ Configuration and Implementation of solution should be done in consultation with ICT Department and respective department s of the University."	"Development and Customization/ Configuration and Implementation: It will be mandatory that development and customization/ Configuration and Implementation of solution should be done in consultation with ICT Department and respective department s of the University."
6.	Section 3.11 General Terms and Conditions, point (h), Page 15	The company should be willing to appoint/depute implementation and/or support peoples at NLUO whenever required.	TCS proposes a section to be included in the Section 5 Pricing Response Template "Commercial Proforma" for the vendor to quote their manpower resource cost as part of financial bid	Not chargeable during implementation period. i.e. till training of users, may be charged during maintenance/support period if onsite manpower resource is required by the University for more than one week's period at a stretch.

7.	Section 3.11 General Terms and Conditions, point (m), Page 15	<p>Supply, Installation and Commissioning: The successful bidder has to supply, install, commission and integrate the solution within 06 months from the date of Supply Order and should hand over the same for User Acceptance Test (UAT). Any defects found during the UAT should be rectified to the satisfaction of the Officer authorized by NLUO. User Acceptance Test (UAT): Once the project is handed over to NLUO, the University will test the system on real time working conditions. During the UAT, if any defect is found, the bidder shall rectify the same immediately without any additional cost. UAT will be done for not more than 10-15 working days from the date of completion of commissioning. If any discrepancy is found, the contract shall be treated as incomplete.</p>	<p>TCS proposes the following change to the clause: "1. Supply, Installation and Commissioning: The successful bidder has to supply, install, commission and integrate the solution within 06 months from the date of Supply Order and should hand over the same for User Acceptance Test (UAT). Any defects found during the UAT should be rectified to the satisfaction of the Officer authorized by NLUO. User Acceptance Test (UAT): Once the project is handed over to NLUO, the University will test the system on real time working conditions. During the UAT, if any defect is found, the bidder shall rectify the same immediately without any additional cost. UAT will be done for not more than 10-15 working days from the date of completion of commissioning. If any discrepancy is found, the contract shall be treated as incomplete. As a product vendor, TCS will configure and implement the cloud based solution instead of Supply, Installation and Commissioning.</p> <p>2. For SaaS based cloud vendor, once the system is configured, the UAT will comprise of NLUO personnel validating the following:</p> <ol style="list-style-type: none"> 1. Uploaded data 2. Configured modules against the requirements 3. Transactions, Extracted reports, analytics, etc." 	<p>NLUO will check/verify whether the implementation/customisations have been done as per the requirement of the University or not.</p>
8.	Section 3.11 General Terms and Conditions, point (o), Page 15	<p>Delivery Schedule and Penalty for Delay: Delivery schedule acceptance shall clearly be indicated in technical bid submitted by the supplier. Penalty at the rate of 0.5% or part thereof of the order value per week, subject to a maximum of 5% will be imposed for delayed delivery and installation.</p>	<p>TCS proposes to removal of penalty clause.</p>	<p>The penalty clause will remain intact, subject to any delay occurred from the Service Provider's end i.e. in delivering / implementing of the System. The said clause will not be applicable in case any delay aroused by the client i.e. NLUO, Cuttack.</p>

9.	Section 4 Scope of Work, Academic Management, Detailed Specification/ Features, point VI, Page 18	Examination, Assessment & Evaluation: - Transition plan from existing database to new MIS, - Integration with existing modules for course registration, - Customization of the entire module of Academic Management System will be required and vendor must modify the module(s) accordingly.	These requirements indicate an existing database/module. TCS proposes to be allowed to configure our cloud based product to match NLUO requirement and not necessarily use existing systems, if any.	Existing data, <i>if any</i> , exists relating to Examination / student /staff are mostly in excel format. The University is using Tally accounting software in the accounts department for which data needs to be migrated.
10.	Section 4 Scope of Work, B. Barcode Based Inventory Management system, Page 19	Barcode Based Inventory Management system Features: - Web based application with security audited certification - Installation Management - PM (Preventive Maintenance) Management - Insurance Management	Please elaborate these requirements in detail in terms of what is expected from these functionalities.	These all related to inventory management of different types of assets of the University including IT assets. Features: - Web based application with security audited certification (Removed) - Installation Management - PM (Preventive Maintenance) Management - Insurance Management of different types of assets (if insurance exists)
11.	Section 4 Scope of Work, B. Barcode Based Inventory Management system, Page 19	With/without Source Code for any future updation or addition	Any product organization will want to own the IPR and the source code so that they can continue to sell the product in the market. TCS proposes that the IPR clause and source code clause be removed.	Since University is looking for cloud based service, source code is not required by the University.
12.	Section 5, Pricing Response Template, Performa - III, Page 23	Student Count is only indicative. Price indicated here will be used only for price comparison purposes, while payments during contract term will be based on the number of students enrolled in each year.	Please specify the indicative student count for standardization of price comparison.	As mentioned in the Sl. No. 4 above.

13.	Section 6, Detailed Technical Requirements, Page 25	Database Backup at NLUO Data Center: Should have a provision for automatic transfer of database-dump of all database used (with updated information) on daily basis at the University's Data Center located at NLUO campus.	With a robust Business Continuity Plan (BCP) site & Disaster Recovery (DR) by the vendor this requirement should suffice. TCS proposes removal of this requirement. Data can be downloaded in Xcel format and NLU can store the same in their DC.	There shall be a mechanism for automatic transfer of complete data periodically and automatically to NLUO either as database-dump OR in Ms. Excel / CSV file.
14.	General Terms and Conditions, Clause 3.11 (e), Pg. No. 15	e) Performance Bank Guarantee (PBG): The successful bidder will have to remit PBG equal to 10% of the project cost of any Nationalized Bank which should be valid for 3 years plus one month [Refer format of PBG at Performa - IV].	e) Performance Bank Guarantee (PBG): The successful bidder will have to remit PBG equal to 10% of the project cost of any Nationalized Bank which should be valid for 3 years [Refer format of PBG at Performa - IV].	Accepted
15.	General Terms and Conditions, Clause 3.11 (j), Pg. No. 15	j) The Bidder should ensure that all pages of this RFP document are duly signed by the authorized signatory as a token of acceptance of all terms and conditions of RFP.	j) The Bidder should ensure that all pages of this RFP document are duly signed by the authorized signatory as a token of acceptance of all terms and conditions of RFP along with the deviation sheet submitted by the Bidder.	Accepted
16.	General Terms and Conditions, Clause 3.11(o), Pg. No. 15	o) Delivery Schedule and Penalty for Delay: Delivery schedule acceptance shall clearly be indicated in technical bid submitted by the supplier. Penalty at the rate of 0.5% or part thereof of the order value per week, subject to a maximum of 5% will be imposed for delayed delivery and installation.	o) Delivery Schedule: Delivery schedule acceptance shall clearly be indicated in technical bid submitted by the supplier.	As mentioned in the Sl. No. 8 above.

<p>17.</p>	<p>Certificate & Declaration, Section – 8, Pg. No. 31</p>	<p>It has been Certified that all information provided in RFP/bid form is true and correct to the best of my knowledge and belief. No forged / tampered document(s) are produced with FRP/bid form for gaining unlawful advantage. We understand that National Law University Odisha (NLUO), Cuttack is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.</p> <p>In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD and or any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further NLUO, Cuttack is also authorized to blacklist our firm/company/agency and debar us in participating in any RFP/bid in future.</p> <p>***</p> <p>Our Firm/ Company/ Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or Any other Govt. Organization.</p>	<p>It has been Certified that all information provided as response from our side to the RFP/bid form is based on the documents available with the company and is true and correct to the best of our knowledge and belief. No forged / tampered document(s) are produced with FRP/bid form for gaining unlawful advantage. We understand that National Law University Odisha (NLUO), Cuttack is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.</p> <p>In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, NLUO shall have the right to terminate the contract and withdrawal of such work that has been mutually agreed upon / purchase orders being executed by us.</p> <p>***</p> <p>Our Firm/ Company/ Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or Any other Govt. Organization as on the date of bidding.</p>	<p>It has been Certified that all information provided in RFP/bid form is true and correct to the best of my knowledge and belief. No forged / tampered document(s) are produced with FRP/bid form for gaining unlawful advantage. We understand that National Law University Odisha (NLUO), Cuttack is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.</p> <p>In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD. Further NLUO, Cuttack is also authorized to debar us in participating in any RFP/bid in future.</p> <p>***</p> <p>Our Firm/ Company/ Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or Any other Govt. Organization.</p>
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18.	Eligibility Criteria pt.2 page 6	The firm must have successfully implemented at least 3 similar ERP projects during the last 3 years in Central University/ State Affiliating University/ IITs/IIMs/NITs/NLUs.	<p>Sir, we are an organization based out of Coimbatore who are distributors to many OEM's for IT products. We are also implementation partners to many PSU's and Education solution companies.</p> <p>Sir, further we would also like to request to have evaluation of COTS(Commercially of the Shelf Solutions) for Education ERP on SAAS model. Not to restrict evaluation to only own developed solutions.</p> <p>Further Sir, if COTS solution on SAAS model is allowed one can get tried and tested COTS solution both having Indian and International implementations. By agreeing to this would enable us to bring in robust COTS solution with we taking all responsibilities to ensure smooth functioning of the COTS.</p> <p>Requesting to allow COTS based solution to be evaluated.</p> <p>Also we request you to consider the implementations in Pvt. Colleges and Universities and not only restrict to Central/State Govt, IIT's, NIT etc as mentioned in your RFP.</p>	The firm must have successfully implemented at least 3 similar ERP projects during the last 3 years in Central University/ State Affiliating University/ IITs/IIMs/NITs/NLUs/any institute of equivalent repute.
19.	Eligibility Criteria pt.1 page 6	The firm should be an Indian registered company/ Agency /Limited Liability Partnership (LLP) engaged in the job of design/consulting for minimum of 10 years in India as on date of RFP. Consortium of	<p>Sir, we kindly request you to allow consortium of not more than 2 companies.</p> <p>Sir, we make this request for the following reasons</p> <ol style="list-style-type: none"> (1) To have some tie-ups with local organizations for assistance for visits to onsite for query resolutions. (2) There are many smaller organizations 	No change

		companies/ firms is not allowed.	<p>with quality solutions but may lack cmmi certifications. In order to provide an opportunity to such organisations to showcase their solutions, we request you to allow consortium of companies to participation.</p> <p>(3) To consider the experience of the consortium partner also.</p>	
20.	Eligibility Criteria pt 7 page 7.	<p>The firm should have Primary Data Center with backup Secondary Data Centre for data Security as per the Government of India, National Data Sharing and Accessibility Policy (NDSAP) guidelines in this regard. Both the data centres should be located in India. The data center must be tier-3 data centre or above certified, and must be ISO/IEC 27001:2005 security certified or above.</p> <p>The bidder must provision Business Continuity Plan (BCP) site & Disaster Recovery (DR) for ensuring the continuous availability of the solution</p>	<p>Sir, this clause should be relaxed and should be replace with the following :</p> <p>The successful bidder(single / consortium) should make arrangements for hosting the cloud based solution in Data Centres which have been approved by Govt of India.</p> <p>Sir, we make this request since very few organization doing education solutions have their own Data Center(Cloud) and Dr Center(Cloud). In this case we only know of TCS of having one.</p> <p>This will not allow a fair playing ground for all.</p>	No change
21.	Page 7,Pt 8. Eligibility criteria	<p>The firm should own the copyright of the source code of the solution. The agency should be able to make changes as and when required in any of the components of the software/source code being utilized for the purpose throughout the term of Agreement with NLUO.</p>	<p>Sir, we request you to relax this clause if COTS solution is being allowed.</p> <p>Inc case consortium is being allowed then one of the consortium organization should be the owner of the solution.</p>	No change

22.			Please provide us a clarity whether the University is looking for a ownership based solution which should be hosted on a cloud OR Is looking for a Cloud based solution on SAAS Model.	
23.	Eligibility Criteria Pt 9 Pg 7	The bidder should neither have been Debarred and / or blacklisted by any Central / State Govt. Department / Universities / Educational Institutions/Organization etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law with regards to the works executed by it in the last five years. The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. Self-declaration Page 8 100/- (Rupees Hundred Only) regarding their nonblacklisting in any of the government department and public sector undertaking /enterprise in India and central vigilance commission during the last five financial years.	Sir, we request you to relax this clause for State/Central Govt organizations, PSU's , State/Central Govt undertakings who would be the lead bidder. OR Should be changed as follows The Bidder(Prime) incase of consortium should not have been blacklisted by Govt of India , Govt. of Odisha.	No change
24.	Technical Markings, pt4 pg 12	Bidder's experience in implementation of own education ERP product in Educational Institutions in India during last 3 Financial Years (FY 13-14 onwards). >= 7 Institutes/ Universities : (10 marks)	Sir, we kindly request you change the implementation of own ERP product to COTS ERP product. COTS ERP product to also be considered during evaluation. Also marks to be awarded for experience in deemed universities and pvt colleges.	As mentioned in the Sl. No. 18 above

		>= 5 Institutes/ Universities : (06 marks) >= 3 Institutes/ Universities : (04 marks)		
25.	Technical Markings pt2 pg12	Bidder's experience in implementation of education process automation projects in Govt. Depts. / PSUs/ Educational Institutions in India during last 5 Financial Years. (FY FY 11-12 onwards).(Cumulative value of top three qualifying projects will be taken into consideration) >= INR 5 Crores :(10 marks) >= INR 3 Crores and < INR 5 Crores:(7 marks) >= INR 1 Crores and < INR 3 Crores :(4 marks) < INR 1 Crores : (0 Marks)	Experience of deemed universities and pvt. Colleges are to be considered.	As mentioned in the Sl. No. 18 above
26.	Technical Markings pt6 pg13	Cert-In Certification for both (Primary and Secondary) Data Centers available: Yes : 10 (marks) No : 00 (marks)	Request to consider the certifications of the Data Centres which are not owned by the bidder but is taking the hosting services.	No change
27.	Technical Markings pt7 pg13	Technical Presentation - Demonstration of firm's own developed software solution (currently in use by some clients) having functions as per the requirements in the RFP	Request for considering COTS solution and own developed solution.	No change

28.	Payment Terms	<p>The payments will be made after successful completion of the following steps/gradations.</p> <p>Phase-I – Deployment/implementation, Training, User acceptance / testing, go-live as per the requirements /specification and satisfactory demonstration - 70% (of One time Implementation Fees) + 50% of subscription fees for 1st year. (Against submission of PBG of 10 % of Order Value for 3 years)</p> <p>Phase-II – After completion one year of stable system implementation and hand over of complete system - rest 30% of One Time Implementation Fees + rest 50% of subscription fees for 1st year.</p> <p>Phase-III – Module wise annual subscription fees will be paid after completion of 2nd year and 3rd year of stable system implementation - 100%</p>	<p>The payments will be made after successful completion of the following steps/gradations.</p> <p>Phase-I – Deployment/implementation, Training, User acceptance / testing, go-live as per the requirements /specification and satisfactory demonstration - 70% (of One time Implementation Fees) + 50% of subscription fees for 1st year. (Against submission of PBG of 10 % of Order Value for 3 years)</p> <p>Phase-II – After completion one year of stable system implementation and hand over of complete system - rest 30% of One Time Implementation Fees + rest 50% of subscription fees for 1st year.</p> <p>Phase-III – Module wise annual subscription fees will be paid after completion of 2nd year and 3rd year of stable system implementation - 100%The additional requirements post signoff of design document and site visit will be calculated on actual man hours basis with quoted man hours rate.</p>	<p>Payment terms will remain unchanged. Regarding extra man hour clarification is made in Sl. No. 6 above.</p>
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