

**REQUEST FOR PROPOSAL TO STUDY/ANALYSIS, DESIGN,  
DEVELOPMENT, CUSTOMIZATION, SUPPLY,  
CONFIGURATION, OPERATION, ROLLOUT AND REGULAR  
UPDATE/ UPGRADATION & MAINTENANCE OF CLOUD  
BASED ERP SYSTEM PORTAL FOR NITIE, MUMBAI**



**EdCIL (India Limited)**  
**A Government of India CPSE**  
**EdCIL House, Plot No. 18-A, Sector-16 A,**  
**Noida, U.P-201301**  
**Tel: 0120-2970206, 2970207**  
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**Registered Office:**  
**Vijaya Building**  
**5<sup>th</sup> Floor, 17- Barakhamba Road,**  
**Connaught Place,**  
**New Delhi, Delhi 110001**

## DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, site visits, investigations, studies or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

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## Term of Reference & Definitions

Supplier/Contractor	Successful bidder
Authorized Signatory	The bidder's representative (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/authority having the Power of Attorney from the Competent authority of the respective Bidding firm.
Bid	"Bid" means the response to this document presented in Two Packets, Technical Cum Commercial Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any company or firm responding to Request for Proposal and who makes a Bid.
Contract	"The Contract" means the agreement entered into between EdCIL (India) Ltd. and the selected bidder(s) in terms of clauses mentioned
Day	"Day" means a working day as per rules of EdCIL (India) Ltd.
EMD	Earnest Money Deposit
D.D	Demand Draft
EdCIL	EdCIL (India) Limited, Noida (A Govt. of India Undertaking)
TC	Tender Committee
PBG	Performance Bank Guarantee
Security Deposit (SD)	Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfils the contractual agreement).
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.
UAT	User Acceptance Testing
RFP	"RFP" means the Request for Proposals

Order	“Order” shall mean the Purchase Order/Work order and its attachments and exhibits.
Consignee	“Consignee” shall mean EdCIL (India) Limited.
NITIE	National Institute of Industrial Engineering, Powai, Mumbai, Maharashtra 400087, is the institute where ERP has to be implemented as per the scope of work.
Client	EdCIL (India) Ltd.

**CHAPTER-I**

**EDCIL (INDIA) LIMITED**  
**(A government of India CPSE)**

**Request for Proposal**  
**(E-Tendering mode)**

**EDCIL/DES/ERP/NITIE/JULY/001**

<b>Name of work</b>	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
<b>The Currency in which payment shall be made</b>	Indian Rupees (INR)
<b>Date of Issue/Publishing</b>	27 August, 2021
<b>Document Download Start Date</b>	27 August, 2021
<b>Document Download End Date and Time</b>	17 September, 2021 at 12:30 Hrs
<b>Date for Pre-Bid Conference and Time</b>	07 September, 2021 at 15:00 Hrs
<b>Bid queries should reach by</b>	06 September, 2021 at 17:00 Hrs Bid queries received later than the date and time shall not be entertained.
<b>Venue of Pre-Bid Conference</b>	EdCIL House,18 A, Sector-16 A, Noida, U.P. 201301
<b>Last Date and Time for receipts of Bids</b>	17 September, 2021 at 13:00 Hrs In case a Holiday is declared on the day of the event, the same will be held on the next working day at the same time &
<b>Date and Time of Opening of Technical Bids</b>	17 September, 2021 at 15:00 Hrs
<b>Bid document Fee</b>	NIL

<b>Earnest Money Deposit</b>	Rs.2,75,000/- (In form of BG/Demand Draft) Scanned copy to be uploaded with tender documents and original DD shall be submitted as per the instruction to bidders.
<b>No. of Covers</b>	02 (Two Packet)
<b>Bid Validity days</b>	90 days (From last date of opening of tender)
<b>Performance Bank Guarantee (PBG)</b>	10% of the total work value and required to be submitted within 15 days from the date of issue of LOA.
<b>Place of actual Implementation</b>	Powai, Mumbai, Maharashtra, India 400087
<b>Email Address</b>	To: destenders@edcil.co.in kssahni@edcil.co.in

2. Tender document shall be downloaded from electronic tender portal and link for the same is available at EdCIL Tender web page as well as website (nitie.ac.in). Interested bidders must register themselves at e-Tender Portal before submission of their bid and advised to go through instructions provided at "Instructions to Bidders for e-tendering."
3. No manual bids shall be accepted. All bids (both Technical and Financial should be submitted in the E- tendering portal).
4. Bidders are advised to visit the EdCIL (India) Ltd. website and/or NITIE Web Portal (**nitie.ac.in**) regularly for getting any new information related to the tender. Reply to Pre-Bid queries, Corrigendum and addendum shall be displayed on NITIE web Portal/EdCIL website/e-tendering website (<http://www.tenderwizard.com/EDCIL>). The Pre-Bid queries, Corrigendum/addendum are the part of tender documents and Bidders are supposed to upload them with the tender document. All the documents must be duly signed and stamped.

Chief General Manager (DES)  
EdCIL (India) Limited

## CHAPTER-II

### Instruction to Bidders for E-Tendering

#### 1. Offline Document Submissions:

The bidder is requested to submit the hard copy of the following documents in a Sealed Envelope at EdCIL's corporate office before due date and time of online tender opening.

- a) EMD in the form of Demand Draft/BG.
- b) Original copy of the power-of-attorney.

The envelope shall bear the project name, tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

**Note:** The Bidder should also upload the scanned copies of all the above-mentioned original documents as Bid-Annexure during Online Bid-Submission.

#### 2. Online Document Submissions:

The Online bids (complete in all respect) must be uploaded online in two Envelops as explained below: -

<b>Envelope – 1</b> (Following documents to be provided as single PDF file)			
<b>S.No</b>	<b>Documents</b>	<b>Content</b>	<b>File Type</b>
1.	Technical Bid	Organization Declaration Sheet as per Annexure-I	pdf
2.		Supporting documents as per requisite Annexure	pdf
3.		Tender Compliance Annexure	pdf
<b>Envelope-2</b>			
<b>S.No.</b>	<b>Documents</b>	<b>Content</b>	<b>File Type</b>
1.	Financial Bid	As per financial bid format	pdf

#### 3. Instructions for Online Bid Submission:

- 1) E-tendering is new technology for conducting public procurement in a transparent and secured manner. As per Government of India's directives, EdCIL (India) Limited has adopted E-tendering.
- 2) For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering process. This portal built using Electronic tender's software is referred to as <http://www.tenderwizard.com/EDCIL>.

- 3) The bidders are required to submit soft copies of their bids electronically on <http://www.tenderwizard.com/EDCIL> e-tendering website, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Tender Wizard E-Tendering Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Tender Wizard E-Tendering Portal.
- 4) The scope of work to be tendered is available in the complete bid documents which can be viewed /downloaded from Tender Wizard E-Tendering Portal of <http://www.tenderwizard.com/EDCIL>. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website <http://www.tenderwizard.com/EDCIL>. No claim shall be entertained on account of disruptions of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
- 5) All Corrigendum/Amendment/Corrections, if any, will be published on the website <http://www.tenderwizard.com/EDCIL> as well as on EdCIL's website/NITIE website.
- 6) It is mandatory for all the applicants to have class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying agency (Bidders can see the list of licensed Certifying Agencies from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-Procurement of EdCIL.
- 7) It is mandatory for the bidders to get their firm/company registered with e-procurement portal of EdCIL (INDIA) LTD., i.e. [www.tenderwizard.com/EDCIL](http://www.tenderwizard.com/EDCIL) to have user ID & password by submitting a non-refundable annual registration charges as follows:

1	Registration charges for 1 year	Rs. 2000/-
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(exclusive of taxes, levies, etc.) which can be paid online using the e-payment gateway to KEONICS through the portal address mentioned above. The registration so obtained by the prospective bidder shall be valid for one year from the date of its issue and shall be subsequently renewed.

- I. Participant shall safely keep their User ID and password, which will be issued by the service provider i.e. KEONICS Ltd. upon registration, and which is necessary for e-tendering.
- II. Bidders are advised to change the password immediately on receipt of activation mail.
- III. Bidders shall not disclose their User ID as well as password and other material information relating to the e-tendering to any one and safeguard its secrecy.

- 8) Submit your tender well in advance by relevant documents along with copy of EMD of tender submission deadline on **Tender Wizard E-Tendering Portal** <http://www.tenderwizard.com/EDCIL>, as there could be last minute problems due to internet timeout, breakdown, etc.
- 9) Tenders should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
- 10) Vendors are requested to contact at Tender wizard Helpdesk for any information regarding E-tendering / training.
  - a) For online registration, intended bidders may write us at [harishkumar.kb@etenderwizard.com](mailto:harishkumar.kb@etenderwizard.com) or contact no. 080-40482100/9964074577/9650520101.
  - b) For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk.
  - c) Telephone: 080-40482100/9650520101/9964074577 or write us mail on Email Id:- [harishkumar.kb@etenderwizard.com](mailto:harishkumar.kb@etenderwizard.com), [ratana.thakur@etenderwizard.com](mailto:ratana.thakur@etenderwizard.com), [varun.b@etenderwizard.com](mailto:varun.b@etenderwizard.com).

#### 4. PREPARATION OF BIDS

- I. **Bidder should take into account any corrigendum/addendum published on the portal before submitting their bids.**
- II. **Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.** Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- III. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF format. Bid documents may be scanned with 100dpi with black and white option.

#### 5. SUBMISSION OF BIDS

- I. Bidder should log into the site well in advance for bid submission and complete all formalities of registration (at least two days in advance of the closing date) so that

he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be sole responsible for any delay in uploading of bid within the stipulated time.

- II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- III. Bidder has to pay EMD as applicable through demand draft/BG as per tender condition in favour of “**EdCIL (India) Ltd**” payable at **Noida** and enter details of the instruments. Original copies of demand draft/BG for EMD are required to be submitted.
- IV. A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid format is found to be modified by the bidder, the bid will be rejected.
- V. The server time will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- VI. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

## 6. ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority. For any other tender related queries bidders are requested to contact on below given numbers/email.

Telephone/ Mobile/ E-mail ID	<p>Vendors Training Program: Vendors are requested to contact at Tender wizard Helpdesk Office for any information regarding E-tendering / training.</p> <p>a) For online registration, intended bidders may write us at <a href="mailto:harishkumar.kb@etenderwizard.com">harishkumar.kb@etenderwizard.com</a> or contact no. 080-40482100/9964074577/9650520101.</p> <p>b) For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk.</p> <p>Telephone: 080-40482100/9650520101/9964074577 or write us mail on Email:Id:- <a href="mailto:harishkumar.kb@etenderwizard.com">harishkumar.kb@etenderwizard.com</a>, <a href="mailto:ratan.thakur@etenderwizard.com">ratan.thakur@etenderwizard.com</a>, <a href="mailto:varun.b@etenderwizard.com">varun.b@etenderwizard.com</a></p> <p>&amp; cc to: <a href="mailto:destenders@edcil.co.in">destenders@edcil.co.in</a>, <a href="mailto:kssahni@edcil.co.in">kssahni@edcil.co.in</a></p>
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## **7. Offline Submissions: (AS PER TENDER REQUIREMENT)**

The bidder is requested to submit documents as mentioned in the **Clause 1**

## **8. MINIMUM REQUIREMENTS AT BIDDER'S END**

- Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- Digital Certificate(s)

## CHAPTER-III

### General Instruction to Bidders

- 1. Due date:** The tender has to be submitted before the due date. The offers received after the due date and time will not be considered.
- 2. Preparation of Bids:** The offer/ bid shall be submitted in two bid systems (i.e.) Technical Bid and Financial Bid. The technical bid shall consist of all technical details along with commercial terms and conditions. Financial bid shall indicate component wise price for all the mentioned component in the financial bid in the given PDF/Online format.
- 3. Language of Proposal:** The proposal prepared by the firm and all correspondence and documents relating to the RFP exchanged by the bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the firm may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
- 4. Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the client and client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The firm is expected to carefully examine all instructions, forms, terms and specifications in the bid document. Failure to furnish all information required in the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the firm's risk and may result in the rejection of the bid.

- 5. Fee:** The tenderer should submit EMD through BG/Demand Draft drawn in favour of "EdCIL (India) Limited" payable at NOIDA from any nationalized bank valid for 90 days beyond the last date for submission of bid. The Bid sent without EMD would be considered as UNRESPONSIVE and will not be considered. (The EMD will be returned without any interest to the unsuccessful bidders immediately after the award of contract.)

The bidders are requested to submit **EMD of Rs. 2,75,000/-** in the form of BG/Demand Draft drawn in favour of EdCIL (India) Limited and payable at NOIDA

**Note:**

Bidders registered with MSME and having valid registration certificate issued by NSIC/MSME are exempted for submission of EMD. All the bidders including MSMEs/Start-

Ups must submit their financial solvency certificate issued not earlier than 6 months of last date of submission of Bid.

**6. Refund of EMD:**

- i) The EMD will be returned to unsuccessful Tenderer only after the Tenders are finalized.
- ii) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
- iii) In Case of Successful Bidder, the EMD shall be retained till the submission of PBG.

**7. Acceptance/ Rejection of bids:**

- i) EdCIL (India) Limited reserves the right to reject any or all offers without assigning any reason.
- ii) EdCIL (India) Limited reserves right to take decision according to requirement of NITIE, Mumbai and no claim on whatsoever ground shall be entertained from any of the bidder.

**8. Amendment in Tender Document:**

At any time up to the last date for receipt of RFP, EdCIL (India) Ltd. may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective firm, modify the Bid Document by an amendment.

The amendment will be notified on online tender portal/ EdCIL's website/ Tenderwizard/ NITIE Web portal for the prospective bidders which shall be binding on them.

## CHAPTER-IV

### Scope of work

#### 1. Introduction:

Educational Consultants India Limited (hereinafter called **EdCIL**), is the only Central Public Sector Enterprise under the administrative control of the Ministry of Human Resource Development, Government of India. EdCIL (India) Ltd. offers consultancy and project management support services in the areas of Education and Human Resource Development in India and abroad and is an ISO - 9001 – 2015 & 14001 - 2015 certified company. EdCIL (India) Ltd. has over three decades of experience in conceptualization/setting up of premier educational institutions including IITs, IIMs, IIITs, Central universities and other various institute of national importance. EdCIL (India) Ltd. has successfully completed several national and international projects in diverse areas of education, funded by Central & State governments, foreign Governments and other international funding agencies.

National Institute of Industrial Engineering (NITIE), formerly National Institute for Training in Industrial Engineering, Established in 1963 is a post graduate, public management institute located in Powai near Vihar Lake in Mumbai, and was ranked among the top 15 B-Schools of India as per NIRF 2020 rankings.

National Institute of Industrial Engineering offers post graduate diplomas in various fields of management and industrial engineering. It also offers doctoral level fellowship programs. Annually, NITIE trains over 2000 professionals through its various week long Management Development Programs (MDPs) and the unit based programs (UBPs) in different areas of Industrial Engineering & Management.

The Institute is in the rapid process of transformation to an institution of excellence. In this process, digitalization of the Institute is being done to develop an efficient and transparent system that would further facilitate a learner's experience in the Institute.

EdCIL (India) Ltd. intends to select an 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.

EdCIL (India) Ltd. is looking for a comprehensive and integrated automation system for academic and administrative function of NITIE. It is intended that the **ERP** will provide end-to-end automation in line with Government of India's Digital India Mission and official activities are carried out in a paperless, quick, easy and effective manner and at the same time it brings greater transparency and accountability.

The system should be equipped with modern technologies such as Integration with Online Payment Gateway and provide facility for communication through SMS and email channels provided by the university. The system should provide secure, accurate and timely information to all users at all levels for better information and decision making. It should improve transparency and accountability in various processes followed at institute and assists the institute to comply UGC mandate (if any), or other relevant government mandates for online admission, curriculum delivery and end-to-end management of institute processes.

## 2. General Scope of Work:

Identification, improvement and implementation of existing Functional processes (subjected to the approval of the university) is one of the main objectives of requirement gathering while preparing Detail Business Blueprint. Project manager duly appointed by bidder shall work closely with deputed official of the University for implementing the solution. During the software implementation phase, the following general principles may be kept in view: -

- I. Developing Detailed Business Blueprint with best practices in consultation with NITIE.
- II. Elimination of redundant activities
- III. Streamlining work flow
- IV. Reducing cycle time for improving the performance of the processes
- V. Minimizing paper-based transactions
- VI. Configuration and customization of ERP solution to automate the processes of NITIE.
- VII. Process documentation, Preparation of system manual (user manual), Training and time to time maintenance.
- VIII. To roll out the system to users in all the departments of University and to ensure their readiness from functional and technical perspectives
- IX. Project planning, scope, Scheduling, resource planning and overall project management
- X. End to end encryption of data
- XI. Data migration from the below mentioned departments (From already existing legacy applications at NITIE) to new system:
  - Accounts
  - Academic
  - Administration
  - Sponsored Research and Industrial Consultancy
  - Students Affairs and Placement
  - Estate and Infrastructure

Current data has to be migrated from various in-house applications working in NITIE
- XII. Submission of periodic reports to EdCIL (India) Ltd. on the status of implementation.
- XIII. Cutover plan from legacy system.

- XIV. Cutover and go-live
- XV. Providing L-1 support to end users.
- XVI. Any Change management during implementation & AMC Period and communication strategy.
- XVII. 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.
- XVIII. 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.
- XIX. 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.
- XX. The cost of hiring the cloud with OS and associated software components needed to run application (with appropriate numbers of virtual machines and dynamic allocations to optimal peak time performance, storage and data backup plan along with disaster management provision), Security solutions, optimally maintaining it and ensuring it's 99.75% uptime/availability will be the responsibility of the solution provider. However, maintenance downtimes may be excluded, if maintenance downtime has been taken with prior approval of NITIE.
- XXI. Application response time must also be optimally designed and maintained by the solution provider.
- XXII. Bidder shall be responsible for complete maintenance of system during project lifecycle including the maintenance period.
- XXIII. Bidder shall do System volume and stress Test, Benchmarking tests pertaining to system.
- XXIV. For Financial & Accounting Module, Contractor shall:
  - a. Migrate financial data from legacy system including historical data of all the open items
  - b. For payment files, encryption shall be as per the standards / payment gateway formats of Banks.
- XXV. Training of all the users and Documentation of training material.
- XXVI. The solution must be Mobile responsive that allows students/parents/faculties/employees to perform various tasks and view information on smartphones based on android/iOS/Windows and other operating system.
- XXVII. 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.
- XXVIII. The proposed system should have one variant i.e. One for Cloud hosting .

- XXIX. The proposed solution should have available APIs to integrate with external hardware/software systems and future technology.
- XXX. The proposed solution must have the provision to integrate the existing Email and should also capable of supporting Single Sign-On Tool.
- XXXI. The proposed system should put digital signature stamp for all the documents which are sent outside NITIE's internal premises.

### 3. Functional Scope of Work: - Details mentioned in Annexure-XII.

### 4. System Acceptance

For the purposes of acceptance of the system (or portions), three-staged acceptance procedure will be followed.

#### a) Software Testing & UAT:

The Bidder shall create the test strategy and determine the tools and methods used to check that the system responds correctly.

Testing shall include:

- (i) Unit testing: Testing of transactions and functions within modules
- (ii) Scenario testing: Testing of all business processes and scenarios.
- (iii) Bidder is required to submit a bug report capturing the testing results and has to rectify within two (02) working days. Bidder has to accommodate and carry out all the suggestion and bug discovered in UAT for process conformity of the university.
- (iv) Integration and system testing: The purpose of the integration test is to execute the integrated components, including simulation of live operations, and analyse the results that are important for the functional verification of the production system.
- (v) After final configuration, development and customization of the UMS solution, the Bidder shall conduct tests to demonstrate the readiness of the system which meets all the requirement specifications (functional and non-functional) as brought out in this RFP. This shall be in accordance with the procedures detailed in approved SRS & FRS document.

#### b) 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.

#### c) Training:

The following methodologies must be followed by the successful Bidder to deliver trainings:

- Classroom training
- System walk through
- Hand on practice sessions
- On the Job Training
- Group learning where in a particular task is given to a particular group of people
- Train the Trainer

**d) Go Live:**

- After four weeks of Provisional Acceptance a live test of system for two (02) weeks for its compliance with the functional requirements and integration with all other systems is to be carried out and only after expiry of this period “Final Acceptance for Go-Live” may be issued by the University.
- If problems/bugs/errors etc. are found in the live test, the period for live test shall be extended for two more weeks subjected to compliance with functional requirement and integration with all other systems. Date of problem reporting and date of problem resolution will be recorded.

**5. Support Services:**

- Help desk operations: Initial response (L-1) must be provided telephonically for regular usage related and other minor problems, support for handholding (warranty), minor bug fix etc.
- Onsite Support: On-site support for hand holding the users, database recovery and data synchronization after crash, performance tuning, bug fix, update for all functions. However, one number of manpower (not below the level of project coordinator), is required to be deployed in NITIE premises during the official working hours (Throughout the handholding (warranty) period).
- OEM Support: Ensuring the OEM services for system performance, performance tuning, upgrades etc.
- Documentation: Update of technical and functional manuals on any new releases related to any functional improvement, version upgrade of the software etc.

**6. Annual Maintenance Services**

During this phase, Bidder shall take up tasks related to bug fixing in the system, maintain backups of the implemented system. Some of the other activities in this period will include but not limited to:

- a. Post “Go-Live” support with monitoring of the system.
- b. Hand holding the users

- c. Post “Go-Live” review
- d. Fine tuning system response
- e. Perform changes related to the software upgrades and patches and resolution of software bugs.
- f. Provide handholding (warranty) support to end users in carrying out the business process transactions.
- g. The university also reserves the right to modify and change the scope even during the Software Requirements and Specifications (SRS), project implementation and maintenance phase as per its official requirement, expectations and observations raised by the concerned stake holders. In case of change of rule, ordinances, procedure, practices, law, new education policies etc. by the university and state or central govt., the firm is supposed to facilitate the suitable changes/obligations in the software without any extra cost as and when needed during its implementation and/or maintenance period.

## **7. Change Request**

No cost shall be paid for corrective, adaptive and preventive maintenance activities. All the regulatory, government and ministerial norms should be checked and inculcated in the software system without any extra cost as and when needed during its implementation and/or maintenance period.

Any change request for perfective maintenance will be carried out in terms of mutual agreed terms & conditions. In no case the cost of the change request shall go beyond 10% of total project.

## CHAPTER-V

### Bid Evaluation Process

#### 1. Bid Evaluation Process:

- a) The bid evaluation shall consist of following phases:
- i) Phase I – Evaluation of Technical bid in accordance to the Pre-Qualification criteria and other tender compliances. QCBS evaluation of the Technical Bid of Pre-Qualified Bidder as per the Marking Scheme mentioned in the bid document.
  - ii) Phase II - Evaluation of Financial bid

**Note:** - It is mandatory for the bidder to qualify all the Pre - qualification to be eligible for QCBS evaluation including presentation as per Marking Matrix. Only technical qualified bidder shall be considered for opening of their Financial Bid and evaluation thereof.

#### **Phase I: Evaluation of Technical Bid:**

Bidder has to upload all documentary evidences in support of the following mentioned Eligibility Criteria. In the absence of such supporting documents as mentioned against each criterion, the bid will be rejected summarily. **The QCBS rating/marking and financial bid opening will be carried out for only those bidders who qualify in the Technical bid.**

#### **PRE-QUALIFICATION ELIGIBILITY CRITERIA:**

The minimum pre-qualification criteria for the bidders to be eligible for this RFP process are specified below. Responses not meeting the minimum pre-qualification criteria will be rejected as soon as such proposals are received, and will not be considered for Technical evaluation and QCBS marking.

S. No.	Pre-qualification Criteria	Supporting Document
1.	The bidder must be the company or firm registered in India for minimum of 05 years as on last date of RFP.	Certificate of Incorporation/ Any other relevant supporting document for its constitution.
2.	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.	Copy of Purchase Orders & a Completion Certificate

3.	The Bidder must have valid GST Registration and PAN number allotted by the respective authorities.	GST Registration Certificate and PAN number
4.	The Bidder should neither have been blacklisted by any Central Government/ State Government/PSU/Government Bodies/Autonomous Bodies/Private Sector with regards to the works executed by it in the last five years as on last date of submission of RFP.	The bidder shall furnish an undertaking (Annexure-III) duly attested by notary in a non-judicial stamp paper of value INR100/- (Rupees One Hundred Only)
5.	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 with the Government of India the turnover criteria shall be relaxed by 20% (i.e. 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.	Audited/ Certified financial statements by chartered Accountant or firm.  Valid registration certificate issued by NSIC/MSME or other appropriate government authorities.
6.	The Cloud Service Provider must be MeitY Certified.	MeitY certification
7.	The Bidder must be ISO 27001:2013 and ISO 9001:2015 and ISO 20000-1:2018 certified.	Signed Copies of ISO Certificates issued by the authorized ISO partner.
8.	The bidders shall have minimum Technical manpower strength of 100 persons on its rolls at least for six months before the last date of submission of RFP.	An Undertaking to be submitted by designated authority (Company Secretary) of the organization
9.	The Bidder must either be OEM or an authorized business partners of repute of an OEM as evidenced by relevant documents. No sub-contract or sub-letting of work is permitted. However, sub-contracting/ sub-letting to OEM is exempted from this clause. Consortium in any case is not allowed.	Authorization letter from the OEM or a self-declaration of being the OEM thereby should be enclosed as Annexure-XI.

10.	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 where more than 1000 students are using the solution  <b>Products with bolt-on 3<sup>rd</sup> Party solutions shall not be accepted.</b>	Copy of Purchase Order & a Completion Certificate from each institute must be submitted along with the list of implemented modules.
11.	Solvency certificate issued from bank of bidder for minimum value of Rs. 1 Crore; not more than 6 months old .  <b>OR</b> <b><u>For MSME/Startup</u></b>  Solvency certificate issued from bank of bidder for minimum value of Rs. 80 Lakhs; not more than 6 months old.	Solvency certificate issued from bank
12.	OEM should have average turnover of at least 5 crores in the last three financial years.	Audited/ Certified financial statements by chartered Accountant or firm.
13.	Performa for declaration on proceedings under insolvency and bankruptcy code, 2016	ANNEXURE – XV

- Bidder must host the solution and related data on the Meity certified cloud by hiring/ engaging any Meity certified service provider for hosting services.
- Notwithstanding anything stated above, the EdCIL (India) Ltd. reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the Client (NITIE).
- Technical bids will also be reviewed for compliance with the necessary Instructions, terms and conditions, scope of work, formats etc. as outlined in this tender.
- The bidder is required to submit Undertaking/Copyright/Trademark certificate from concerned authorities against each point of Pre-qualification where ever applicable

**The bidder who fulfilled the eligibility criteria shall further be evaluated as per following marking matrix:**

**Marking Matrix:** In the below table, marking parameters for technical evaluation are mentioned:

S. No	Marking Parameters	Maximum Marks	
1.	<b>The average Annual Turnover of the Bidder during last three financial years (FY 2018-19, 2019-20 and 2020-21)</b>  (The bidder shall furnish an undertaking and Certified statements by chartered Accountant of firm.)	15 marks	
	>= INR 50 Crores  <b>OR For MSME/Startup</b>  >= INR 40 crores		15 marks
	>= INR 25 Crores and < INR 50 Crores  <b>OR For MSME/Startup</b>  >= INR 20 Crores and < INR 40 Crores		11 marks
	>= INR 11 Crores and < INR 25 Crores  <b>OR For MSME/Startup</b>  >= INR 8.8 Crores and < INR 20 Crores		08 marks
2.	<b>Certification of the Bidder</b>	05 -marks	
	CMMI Level 3/ Level 5 for Software Services and Development (services (SVC) / software development (DEV))		02 marks
	<b>Note- Bidder shall furnish Signed Copies of CMMI Certificates issued by the authorized CMMI partner and must be listed in the directory of CMMI Institute (PARS).</b>		
	ISO 27001:2013 (Relevant Documents to be submitted)		01 Mark
	ISO 9001:2015 (Relevant Documents to be submitted)		01 Mark
	ISO 20000-1:2018 (Relevant Documents to be submitted)		01 Mark
3.	<b>Total employees on pay roll of the bidder for the proper execution of the contract.</b> An Undertaking to be submitted by designated authority (Company Secretary) of the organization.	10 marks	

	<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>Detail of each employee (educational qualification, Experience etc.) should be attached.</p>	
4.	<p><b>No. of successful implementation of the proposed solutions in Autonomous Education Institutions/Universities/Institute of National Importance in India during last 5 years.</b></p> <p>(Work Order along with respective Completion Certificate should be attached)</p> <p>Affiliated colleges won't be considered in case of University Orders.</p> <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> <p><b>Bidder must submit the certificate from clients mentioning that the proposed solution have implemented and currently running (Purchase Order &amp; Completion Certificate etc.).</b></p>	50 marks
	5 marks will be given for each qualifying implementation	
5.	<p><b>Technical Presentation - Demonstration of the proposed software solution (currently in use by some clients) having functions as per the requirements in the RFP.</b></p> <p><b>Integrated solution will carry higher weightage in the Technical Presentation.</b></p> <p>Expert Committee for the Technical Presentation will evaluate</p> <ul style="list-style-type: none"> <li>i) Value addition to current system</li> <li>ii) Resource Planning: the bidder's capability and product quality (Project Team deployment plan, System Configurability and Upgradation, Application deployment and testing strategy, Quality Control Procedures suggested</li> </ul>	20 marks

	<p>by bidders, Previous project implementation timelines (From Project kick-off time to Handover date and Time))</p> <p>iii) Technical Expertise: technology and other suitability related aspects (Solution Architecture with demonstrable Customization Platform, Security Architecture, and Functional Architecture etc.)</p> <p>iv) It will also evaluate whether the bidder has understood the volume of work and/or the process clearly or not (include mainly Proposed methodology for setting up &amp; managing data centre and/or cloud etc.)</p> <p>However this list is not the final list and committee may modify it at any later stage.</p> <p><b>Note-</b> The Technical Presentation will be held at NITIE, Mumbai/ EdCIL, Noida and Bidder will have to make all the arrangements to attend the same according to the notified date and time at their own.</p>	
	<b>Total</b>	100 marks

- **The bidder who scores minimum 60 marks as per marking scheme shall be declared qualified in technical evaluation stage and notified for opening of their financial bids.** Qualified bidders would also be advised to attend opening of the financial bid.

#### Phase II - Evaluation of financial bids:

The Financial bid shall be opened of only that bidder who has found to be technically eligible. The financial bids shall be opened in presence of representative of technically eligible bidder, who may like to be present. EdCIL (India) Ltd. shall inform the date, place and time for opening of financial bid.

- Financial bid will be inspected to ensure conformance to the format provided in the tender document.
- If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.

#### 2. Final Proposal shall be given scoring as below:

- a) Normalization factor ( $N_1$ ) to obtain the Normalized Technical score of the bidders shall be calculated as below: -

$$N_1 = T/T_h$$

Where:

$N_1$  = Normalization factor for calculation of Technical score.

T = Technical Marks obtained by the bidder under consideration as per marking scheme

$T_h$  = Highest Technical Score obtained by any bidder

- b) Normalized technical score for the Bidder under consideration will be calculated using the following relation:

$$T_n = (N_1) * (\text{Weightage of the Technical Score i.e. } 70)$$

Where

$T_n$  = Normalized technical score for the Bidder under consideration

- c) Normalization factor ( $N_2$ ) to obtain the Normalized Financial Score of the other bidders shall be calculated as below:–

$$N_2 = F_L / F$$

Where:

$N_2$  = Normalization factor for calculation of Financial score. F = the quoted price of Financial Proposal under consideration

$F_L$  = the price of lowest priced Financial Proposal

- d) Normalized financial score for the Bidder under consideration will be calculated using the following relation:

$$F_n = (N_2) * (\text{Weightage of the Financial Score i.e. } 30)$$

Where

$F_n$  = Normalized Financial score for the Bidder under consideration

### 3. Combined QCBS Evaluation

The score of technical proposal including presentation would be given 70% weightage, and the financial proposal would be given 30% weightage. The weighted combined score of the Technical bid including presentation ( $T_n$ ), and Financial proposals ( $F_n$ ) shall be used to rank the bidders on the basis of formula given as below:

Combined Score = Normalized Technical Score ( $T_n$ ) + Normalized Financial Score ( $F_n$ )

Bidder with highest Combined Score shall be declared selected Bidder.

**In the event that two or more Bidders/organizations with same final score, the Bidder with more marks in technical evaluation shall be selected.**

## Chapter-VI

### Timeline & Payment terms

#### 1. Duration & Timeline:

The contract will be valid for a period of 3 Years from the date of Go-Live and successful bidder has to complete the task in stipulated time, unless terminated earlier in accordance with the provision of the signed agreement.

S.No	Milestone/Deliver Description	Timeline (In Weeks)
<b>Project Initiation:</b>		
1.	Project Kick-off meeting, Detailed Project Implementation Schedule	T+1
	Project RAID (Risk, Assumption, Issue and Dependency) document submission)	T+2
	Submission of Solution Blueprint (SRS and FRS Document with Gap Assessment of current processes)	T +4
<b>Development and Implementation:</b>		
2.	(i.) Complete Implementation of Phase-1 modules (Listed in Scope of Work) (ii.) Implementation of Analytic Engine to provide data on Dashboards for Various Phase-1 modules of ERP. (iii.) Testing, Debugging ( UAT) of Phase-1	T+10
3.	Provisional Acceptance	T+14
4.	Live Test of Phase-I	T+15
5.	(i.) Complete Implementation of Phase-2 modules (Listed in Scope of Work) to begin after First UAT (ii.) Implementation of Analytic Engine to provide data on Dashboards for Various Phase-2 modules of ERP. (iii.) Testing, Debugging ( UAT) of Phase-2	T+18
6.	Provisional Acceptance of all modules together	T+22
7.	Final go live test of complete ERP	T+23
8.	Security Certification and handing over	T+25

**Note: -**

- a) Timelines given above are only indicative and shall be finalized by NITIE in discussion with the successful bidder and EdCIL (India) Ltd.
- b) Here 'T' indicates the date of LOA.
- c) Bidder has to adopt parallel approach in case of implementation and testing to complete the project within stipulated date and time.

**2. Payment Term: -**

S. No	Milestone	Payment % of the Contract Value
1.	Submission of Solution Blueprint (SRS and FRS Document with Gap Assessment of current processes	10% of Implementation cost
3.	Phase -1*	
	a. After Successful completion of UAT of Phase-1 Modules including respective analytic engine and Testing & Debugging.	35% of the License Cost
	b. Roll Out and Provisional Acceptance of Phase-1 Modules	20% of Implementation Cost
	c. Final Go Live of Phase-1 Modules	10% of Implementation Cost
4.	Phase -2*	
	a. After Successful completion of UAT of Phase-2 Modules including respective analytic engine and Testing & Debugging	35% of the License Cost
	b. Roll Out and Provisional Acceptance of Phase-2 Modules	15% of Implementation Cost
	c. Final Go Live of Phase-2 Modules	15% of Implementation Cost
5.	Security Audit Certification (Security Audit by CERT-IN or STQC) and Final Go Live	10% of Implementation Cost
6.	Provisional Acceptance	10% of the License Cost
7.	Cloud Hosting and final Roll Out	Balance of License cost and implementation cost payment shall be paid in two equal instalments, paid in the intervals of six months.
8.	AMC Charges	To be paid half yearly on the satisfactory report given by end client

**Note:**

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.

### **Priority Modules**

#### **\* PHASE-1 MODULES**

- a) Student Complete life cycle management
- b) Employee (teaching and non-teaching) life cycle management
- c) Digital document circulation
- d) Infrastructure and Estate Management
- e) Consultancy and Management Development Programs
- f) Letter tracking/ movement
- g) Mandatory compliance of regulatory bodies
- h) Director and Administrative office facilitation

#### **\* PHASE-2 MODULES**

- a) RTI Management
- b) Grievance Management
- c) Guest House Management
- d) House Allotment Management
- e) Transportation Management
- f) Construction Management
- g) Committee Management
- h) Event Management
- i) Library Management
- j) Health Centre Management
- k) UGC HRDC (Academic Staff College)
- l) E-procurement/Tender management
- m) ERP Web Interface (Website)
- n) Infrastructure and Estate Management

### **3. 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. The Performance Bank Guarantee shall be issued by a nationalized bank in favour of "NITIE" to be valid for a period of 90 days beyond the date of completion of O&M period & contractual obligations. This Performance Bank Guarantee should be retained throughout the currency of the contract and shall be extended by the bidder from time to time, as required by NITIE.

Bidders are also advised to submit their financial solvency certificate of stipulated value issued not earlier than 6 months of last date of submission of Bid.

## CHAPTER-VII

### Contract

This Contract for **Study/Analysis, Design, Development, Customization, Supply, Configuration, Operation, Rollout and Regular Update/ Upgradation & Maintenance of Cloud based ERP portal for NITIE** is signed on the **(Day) / (Month) of (2021) (to be termed as 'Effective date' for all purposes of present contract)**, by and between:

**EdCIL (India Limited, A Mini Ratna (Category-I) CPSE of Government Of India** (herein after referred to as "EdCIL" or "Owner" an expression which shall include its successors and permitted assigns), having its registered office at Vijaya Building, 5th Floor, 17 Barakhamba Road, New Delhi -110001, India, and having its corporate office at EdCIL House,18A, Sector 16A, NOIDA, Uttar Pradesh-201301.

AND

**Firm** (or hereinafter referred as "**Contractor**", an expression which shall include its successors and permitted assigns).), a company incorporated under the laws of India, having its registered office at **(Address)**, India and its branch office **(Address)** India

The **Owner and the Contractor** are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

#### **WHEREAS:**

- a. The Owner is intended to select a firm based on an open and transparent bidding process for "**Study/Analysis, Design, Development, Customization, Supply, Configuration, Operation, Rollout and Regular Update/ Upgradation & Maintenance of Cloud based ERP portal for NITIE (herein after referred as "Project")**".
- b. The Contractor represents that it has the necessary specialized knowledge, expertise, resources and infrastructure for providing Services and to perform its obligations under this Contract.
- c. The Owner desires to engage the Contractor to provide the Services required for the project at NITIE in accordance with the terms and conditions specified in this Contract.
- d. The Contractor is willing and has agreed to provide the Services required for the project at NITIE in accordance with the terms and conditions specified in this Contract.
- e. The Owner and the Contractor desire to enter into this Contract pursuant to which the Contractor shall perform, and the Owner shall engage the Contractor for the performance of the Services, pursuant to the terms and conditions herein set forth.

**Now, Therefore, In Consideration of the Mutual Covenants herein set Forth, The Parties Agrees as Follows:**

#### **Definition and Interpretation:**

When used in this Contract, the following General terms shall have the meanings specified below and to be followed by the parties as per in principal agreement thereof:

- 1.1 **"Abandonment"** means the substantial cessation of the performance of the Services for a continuous period of 1 (one) day i.e., 24 (twenty-four) continuous hours and which cessation is not excused under this Contract.
- 1.2 **"Acceptable Bank"** means a nationalized bank.
- 1.3 **"Affiliate"** means, with respect to a Person, any entity which directly or indirectly:
  - (i) owns or Controls such Person;
  - (ii) is owned or Controlled by such Person; or
  - (iii) is under common ownership or Control with such Person.
- 1.4 **"Applicable Law"** means the substantive or procedural laws of India, whether now or hereafter in effect, including all legislations, acts, rules, regulations, notifications, laws, statutes, awards, orders, decrees, judgments, injunctions, ordinances, codes, requirements, Permits, licenses, Directives, approvals, instructions, standards of any Government Agency, having the force of law.
- 1.5 **"Arbitral Award"** shall have the meaning ascribed to it in Clause 6.
- 1.6 **"Arbitration Act"** shall have the meaning ascribed to it in Clause 6.
- 1.7 **"Bankruptcy Event"** means commencement, whether voluntarily or involuntarily, of any proceedings relating to the rescheduling of obligations, bankruptcy, re-organization, insolvency or judicial liquidation or any other similar proceedings.
- 1.8 **"Claim"** shall have the meaning ascribed to it in Clause 7.
- 1.9 **"Coercive Practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or property to influence any Person's participation or action in relation to negotiation or performance of this Contract.
- 1.10 **"Corrupt Practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the negotiation, signing or performance of this Contract (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Owner who is or has been associated or dealt in any manner, directly or indirectly with the negotiation, signing or performance of this Contract or has dealt with matters concerning this Contract or arising there from, before or after the

execution thereof, at any time prior to the expiry of one year from the Effective Date such official resigns or retires from or otherwise ceases to be in the service of the Owner, shall be deemed to constitute influencing the actions of a Person connected with the negotiation, signing or performance of this Contract); or (ii) engaging in any manner whatsoever, whether during the negotiation of this Contract or after the execution of this Contract, as the case may be, any Person in respect of any matter relating to the Project or this Contract, who at any time has been or is a legal, financial or technical adviser of the Owner in relation to any matter concerning the Project.

- 1.11 "**Fraudulent Practice**" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- 1.12 "**Obstructive Practice**" means and includes (i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an Owner's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of the Owner's inspection and verification rights provided for under this Contract.
- 1.13 "**Confidential Information**" shall have the meaning ascribed to it in Clause 12.
- 1.14 "**Contractor Staff**" means each individual and collectively the Contractor's employees, labour (skilled, semi-skilled and unskilled), Subcontractors, and their respective employees, contractors (of the Subcontractors), officers, licensees, invitees, agents and representatives, dedicated for the performance of the Services and working at the Site, and any other personnel notified to the Owner by the Contractor as the Contractor's personnel.
- 1.15 "**Owner Indemnified Parties**" shall have the meaning ascribed to it in Clause 10.1(a).
- 1.16 "**Termination for Default**" shall have the meaning ascribed to it in Clause 22.
- 1.17 "**Effective Date**" means the date of Letter of Award.
- 1.18 "**Final Acceptance of ERP System**" shall have the meaning ascribed to it in Clause 4 of chapter-IV.
- 1.19 "**Force Majeure**" shall have the meaning ascribed to it in Clause 2.
- 1.20 "**Good Engineering & Design Practices**" means the exercise of that degree of skill, diligence, prudence, foresight, and engineering & design practice taking into account Indian conditions, generally followed internationally by highly qualified, prudent professionals in similar industry including in the design, engineering, procurement,

implementation, testing, commissioning etc in relation thereto; which in any such case should have been expected to accomplish the desired result at the lowest cost, consistent with licensing and regulatory considerations, environmental considerations, reliability, safety and expedition. Good Engineering & Design Practices is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts employed by owners and contractors.

- 1.21 **"Government Agency"** means any local, State Government in India or the Government of India or any national authority, inspectorate, ministry, department, instrumentality or agency thereof or any corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with the Owner) or commission under the direct or indirect control of such local or State Government or the Government of India or any political subdivision thereof or any court, tribunal, judicial body, quasi-judicial authority or statutory Person (whether autonomous or not) of the Republic of India which has jurisdiction over the Parties to, or the subject matter of, this Contract or any of the Project Agreements, and this definition includes, for the avoidance of doubt, any authority that may affect the Owner's or the Contractor's ability to perform any or all of its or their obligations under this Contract or any authority that gives consents or permits within India.
- 1.22 **"INR" or "Rs" or "Indian Rupees"** means the legal currency of the Republic of India.
- 1.23 **"Termination Date"** means the date upon which termination pursuant to Clause 22.
- 1.24 **"Time for Completion"** shall have the meaning ascribed to it in Clause 19.
- 1.25 **"Provisional Acceptance"** shall have the meaning ascribed to it in Clause 4 (b) of Chapter-IV
- 1.26 **"Wilful Misconduct"** means, with respect to any Party or Person an intentional or reckless, disregard by such Party or Person, of Applicable Law, any common duty of care, any provision of this Contract, any other document prepared pursuant to this Contract or of Prudent Utility Practice, and relating to the performance by such Party of its obligations there under, but shall not include any error of judgment or mistake made in good faith.

## Key Contract Terms

### 1. Duration:

The contract will be valid for a period of 3 years from the Effective date and quoted price shall remain constant for that period of 3 years. The Contract can be extended on mutual written consent of both organizations (NITIE and the successful bidder) for additional period of 2 years and negotiation for the said extension shall be done at least 3 months prior to the expiration of present contract.

### 2. Force Majeure:

The Contractor should not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the Supplier/Contractor/Contractor's fault or negligence and not foreseeable. Such events shall include, but are not limited to, acts of the Consignee either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the bidder should promptly notify the Consignee in writing of such conditions and the cause thereof. Unless otherwise directed by the Consignee in writing, the Supplier/Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and should seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### 3. Risk Purchase Clause:

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.

### 4. Prices/Compensation/Professional Fee:

- 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 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.
- b) The offer/bid should be inclusive of taxes and duties, which will be paid as applicable.
- 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.

- d) Financial Bid shall be integral part of this contract and to be reproduced herein as per format of financial bid.

**5. Notices:** For the purpose of all notices, the following should be the address:

The Chief General Manager (DES)  
EdCIL (India) Limited,

18 A, Sector-16A,  
Noida-201301, Uttar Pradesh  
Tel: 0120-2970206, 2970207  
Fax: 0120- 2970209

**Supplier/Contractor:** (To be filled in by the Supplier/Contractor)

- Any notice given by one party to the other pursuant to this contract/order should be sent to the other party in writing or FAX or e mail and confirmed in writing to the other party's address.
- A notice should be effective when delivered or on the notice's effective date, whichever is later.

**6. Resolution/Settlement of Disputes:**

- a) The Parties hereto agree that any dispute or difference arising out of or in connection with this Contract shall, to the extent possible, be settled promptly and amicably between the Parties. Parties further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such disputes.
- b) All unsettled disputes or differences arising out of or in connection with this Contract which cannot be amicably resolved by the Parties shall in the first instance be decided by the Owner in accordance with provisions of Clause 6.1 below.

**6.1 Owner's Decision**

- a) If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, arising out of this Contract whether during the performance of the Services or after its completion or whether before or after the termination, Abandonment or breach of this Contract, such dispute or difference cannot be amicably settled by the Parties in accordance with Clause 6 (a) & 6 (b), it shall, in the first place, be referred to and settled by the Chairman & Managing Director of the

Owner, who, within a period of 30 (thirty) days after being requested to do so, shall give written notice of its decision to the Contractor.

- b) Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Parties until the completion of the entire Services under this Contract and shall forthwith be given effect to by the Parties who shall comply with all such decisions, with all due diligence, whether it requires arbitration, as hereinafter provided or not.
- c) If after the Owner has given written notice of its decision to the Contractor and no notice to arbitration has been communicated to it by the Contractor within 30 (thirty) days from the receipt of such notice, the said decision shall become final and binding on the Parties.
- d) The Owner's decision (or the failure of the Owner to give decision within the time specified in Clause 6.1 (a)) and issuance of a written notice for arbitration pursuant to Clause 6.1 (C) shall be a condition precedent to the right to request arbitration. It is the intent of this Contract that there shall be no delay in the execution of the Services and the decision of the Owner, as rendered, shall be promptly observed.
- e) In the event of the Owner failing to notify its decision, as aforesaid, within 30 (thirty) days after being requested, or in the event of a Party being dissatisfied with any such decision, either Party may require that the matters in dispute be referred to arbitration as provided in Clause 6.2.

**6.2 Arbitration:** The dispute resolution mechanism to be applied pursuant should be as follows:

- a) All disputes or differences in respect of which the decision, if any, of the Owner has not become final or binding as aforesaid, shall be settled by arbitration, under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (the "Arbitration Act") or any statutory modification, in the manner hereinafter provided. The seat of arbitration shall be New Delhi, India.
- 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 and the new incumbent shall resume arbitration proceedings from the stage where his predecessor has left. The Arbitration may from time to time, with the consent of the parties, enlarge the time for making and publishing the award subject

to the aforesaid, the Arbitration and Conciliation Act, 1996, shall apply to the aforesaid arbitration proceedings. The performance under this Contract shall not stop for any reason whatsoever during the said dispute / proceedings, unless the Supplier/Contractor / party are specifically directed by EdCIL India Limited to desist from working in this behalf. The award of Arbitrator so appointed shall be final and binding upon the parties hereto.

- c) Arbitration cost will be borne by the contractor.
- d) The provisions of this Clause 6 shall survive termination of this Contract.
- e) The venue of the Arbitration shall be at New Delhi.

## 7. CLAIM

- a) If, for any reason, Contractor considers that an event has occurred pursuant to which it has a right to claim compensation from Owner or an extension of Time for Completion, Contractor shall notify Owner in writing of the existence of such claim (the **"Claim"**) within three (3) days of occurrence of such event and within ten (10) days of notifying Claim, Contractor shall submit to Owner details of Claim as per provisions of Clause 7 (b). Contractor shall substantiate its Claim with payroll documents, paid invoices, receipts, records of performance and other documents satisfactory to Owner and subject to its verification. Owner shall not be liable for, and Contractor hereby waives, any claim or potential claim which has not been notified by Contractor in accordance with provisions of this Clause 7.
- b) After examining Claim submitted by Contractor, Owner shall determine admissibility of the Claim and the extent, if any, to which the Contract Price and Time for Completion is to be changed and outcome shall be informed to Contractor. If Contractor disputes Owner's decision and notifies Owner within five (5) working days of receiving Owner's Decision, Contractor may seek to resolve the dispute in accordance with Clause 6 (Resolution/Settlement of Disputes). If Contractor decides to proceed pursuant to Clause 6 (Resolution/Settlement of Disputes), Contractor agrees to limit its claim to the amount claimed by it in accordance with Clause 7 (a). In no event shall any work be halted, whether or not the claim can be resolved to Contractor's satisfaction, and Contractor shall be bound by the terms and conditions of this Contract to perform the Services without delay till its successful completion.
- c) The following shall not constitute changes and Contractor has no right to make any claim in relation thereto:

- i. Instructions, interpretations, decisions or acts by Owner to achieve compliance correct errors, omissions, poor engineering, defective workmanship or other failure of the Contractor to comply with the Contract
  - ii. Delay in the performance of Contractor's work or any additional work caused by Contractor.
  - iii. Any work performed by Contractor arising out of Owner's comments on Contractor's submittals to the extent that such comments are consistent with the Contract.
- d) If Contractor fails to follow the requirements of Clause 7 (a), it shall have waived any right to make any claim in respect of the events referred to in Clause 7 (a). Contractor's sole remedy in respect of any claim will be as provided in Clause 7 (b). No claim by Contractor in relation to events referred to in Clause 7 (a) shall be allowed after final payment is made.
- e) Owner shall not be bound to any adjustments in the Contract Price or Time for Completion unless expressly agreed to by Owner in writing.

## 8. Proprietary Rights

All rights, title and interests in and to the Services Environment and any other material used by bidder in the provision of the Services shall exclusively belong to BIDDER or its licensors ("BIDDER Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the BIDDER Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to BIDDER or its licensors and the EdCIL (India) Ltd. shall not be entitled to claim any rights therein. All rights, title and Data shall always remain with the EdCIL India Limited; however BIDDER shall have the right and license to use the EdCIL India Limited Data for support, testing and product enhancement purposes with prior written permission from EdCIL India Limited. EdCIL India Limited acknowledges that the provision of the Services hereunder by BIDDER shall be on a non-exclusive basis and BIDDER shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude BIDDER from providing such services or performing such obligations to its other clients.

## 9. Representations and Warranties

Bidder warrants that the Services will be provided in a skilful and workman like manner and in conformity with the scope described in Scope of Work Proposed as Functional Scope of this document. Notwithstanding the aforesaid, any Services which are provided by bidder free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever.

Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party.

## 10. INDEMNIFICATION

### 10.1 Indemnification by Contractor

- 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:
  - 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.
  - 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, 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 replacement is of equal quality and provides equal performance as provided by the infringing services
  - 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 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.
  
- 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.
  
- 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 liability or immunity arising from workers' compensation or such other acts or regulations.
  
- 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.
  
- 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.

## 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 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.
- b) Notwithstanding the provisions of Clause 10.2 (a), unless and until the indemnifying Party acknowledges in writing its obligation to indemnify the indemnified Party and assumes control of the defence of a claim, suit, action or proceeding in accordance with Clause 10.2 (a), the indemnified Party shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of the indemnifying Party hereunder.
- c) Neither Party shall be entitled to settle or compromise any such claim, action, suit or proceeding without the prior written consent of the other Party; provided, however, that after agreeing in writing to indemnify the indemnified Party, the indemnifying Party may settle or compromise any claim without the approval of the indemnified Party. Except where such consent is unreasonably withheld, if an indemnified Party settles or compromises any claim, action, suit or proceeding in respect of which it would otherwise be entitled to be indemnified by the other indemnifying Party without the prior written consent of the other indemnifying Party, the other indemnifying Party shall be excused from any obligation to indemnify the indemnified Party making such settlement or compromise in respect of such settlement or compromise.
- d) Following the acknowledgment of the indemnification and the assumption of the defence by the indemnifying Party, the indemnified Party shall have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such indemnified Party.

**10.3** In the event that the indemnity provisions in this Contract are contrary to the laws of India, then the indemnity obligations applicable hereunder shall be construed to be to the fullest extent allowed by Applicable Law.

**10.4** Provision of this Article 12.0 shall survive termination or expiry of this Contract.

## **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 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) 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.

## **12 Confidential Information**

Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause. The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the

completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

### **13 Ownership of Document and records**

All reports, original drawings, graphics, plans, studies and other data or documents, in whatever form or format, assembled or prepared by Contractor or its employees, shall be the property of NITIE. EdCIL/NITIE shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to EdCIL/ NITIE all such documents, which have not already been provided EdCIL/NITIE in such form or format, as EdCIL/NITIE deems appropriate. Vendor may retain the copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered or generated in any way through this Agreement without the express written permission of NITIE.

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to NITIE , if needed at any reasonable time.

### **14 Non-Disclosure**

The firm and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract, terms, prices or the client's business or operations details without the prior written consent of the owner.

### **15 Contractor Integrity**

The Contractor is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

### **16 Governing Language**

The contract should be written in English language. English language version of the Contract should govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, should be written in the same language.

### **17 Applicable Law**

This Agreement is governed by and shall be construed in accordance with the laws of India.

**18 Taxes**

Selected Bidder should be entirely responsible for all taxes, duties, octroi, road permits, etc., incurred until delivery of the contracted Goods/Services to the Consignee and end-client site. EdCIL (India) Ltd. shall only make payment towards the GST Charged in the invoice other than that no other taxes/ duties/ Charges will be paid.

**19 Timeline: -**

Timeline for execution of Project is given in Chapter-VI.

**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.

**21 Service Level Agreement: -**

The purpose of Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of services which shall be provided by the successful bidder to the EdCIL (India) Ltd./end client for the duration of this contract. The Successful bidder and EdCIL (India) Ltd./end client shall regularly review the performance of the services being provided by the Successful Bidder and the effectiveness of SLA. The full set of service level reports should be supplied and made available to the NITIE by the successful bidder on monthly and quarterly basis based on the project requirements and as requested by the NITIE in writing from time to time.

The Monitoring Tools shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The Successful bidder shall make available the Monitoring tools for measuring and monitoring the SLAs. The Successful bidder may deploy additional tools and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. The tools should generate the SLA Monitoring report in the end of every month and every quarter which is to be shared with NITIE on a monthly and quarterly basis. NITIE shall have full access to the Monitoring Tools/portal (and any other tools / solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during the project.

The penalty for various delays and deficiencies in services will be as follows:

**a) Penalty for delay in execution of project:**

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.

**b) Penalty for failure of support(s): Service support during the contract period: -**

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 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.

This service staff will be located at the College/Department where application will be run.

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 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.

**Note\* –**

- 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.**
- 2. GST shall also be charged extra on penalty.**

**c) Limitation of Penalties: -**

After Starting of the work and services the maximum penalty should be levied as described below:

The total deduction should not exceed 10% of the total applicable fee for the said milestone for respective services/supply or quarterly payment

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

## 22 Termination for Default

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:

- a) If the Contractor 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 further period as the Client may have subsequently approved in writing.
- b) If the Contractor becomes insolvent or bankrupt.
- 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.
- d) If the Contractor fails to perform any other obligation(s) under the Contract.
- 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.
- f) If the EdCIL (India) Ltd./Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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).

## 23 Exit Management Services: -

- I. These services are relevant at the end of the contract duration or in case of any mid-way termination of the contract or work order.

- II. Migration of the VMs, data, content and any other assets to the new environment or on alternate service provider and running of the application on the new infrastructure by suitably retrieving all data, scripts, software, virtual machine images, and so forth to enable mirroring or copying.
- III. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with NITIE.
- IV. The successful bidder should ensure that all the documentation required for smooth transition including configuration documents are kept up to date
- V. The successful bidder should ensure that it does not delete any data at the end of the contract (for a minimum of 45 days beyond the expiry of the contract) without the express approval of the NITIE.
- VI. Once the exit process is completed, removes the data, content and other assets from the cloud environment and destroy the VM, Content and data as per stipulations and shall ensure that the data cannot be forensically recovered, after the due permission of NITIE.
- VII. Address and rectify the problems with respect to migration of the application and related IT infrastructure during the transition.
- VIII. The successful bidder should ensure that all the documentation required for smooth transition are kept up to date and all such documentation is handed over to NITIE during regular intervals as well as during the exit management process.
- IX. The Successful bidder shall provide necessary handholding support (for a maximum of 30 days) to assist in transition of the services from the Successful bidder to a replacement Successful bidder.

#### **24 Disputes and Jurisdiction:**

Any legal disputes arising out of any breach of contract pertaining to this tender should be settled in the court of competent jurisdiction located within New Delhi.

#### **25 Compliancy certificate:**

This certificate must be provided on their letter head indicating the bidder is capable of performing all the functions of all modules provided in the scope of work

#### **26 Award of Contract:**

- a) EdCIL (India) Ltd. reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the Bidders. In case of annulment, all proposals submitted and specifically, proposal securities shall be promptly returned to the Bidder.
- b) EdCIL (India) Ltd. has the right to review at any time prior to award of contract that the pre-qualification criteria, are still being met by the Bidder whose offer has been determined as first rank. A proposal shall be rejected if the pre-qualification criteria are no longer met by the Bidder whose offer has been determined as first rank.

## **27 Rates in Figures and Words:**

Rates Quoted by the Bidder in tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the rates quoted by the Bidder will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, it will be presumed that the Bidder has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

In the case of any tender where unit rate appear unrealistic, such tender will be considered as unbalanced and in case the tender is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

## **28 Enurement:-**

This Agreement shall ensure to benefit of and be binding on the parties and their respective heirs, executors, administrators and permitted successors and assigns.

## **29 Severability:**

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

**30. Relationship between the parties**

- (a) This Agreement does not constitute any company, partnership or joint venture between the parties for any purpose. Neither party to this Agreement shall have any right to incur any liabilities nor obligations on behalf of or binding upon the other party except as provided for in that Agreement.
- (b) Nothing in this Agreement constitutes a relationship of employer and employee. The Contractor must not act in any way other than as an independent contractor of the owner.
- (c) The Owner shall not be responsible for any payments in respect of:
  - (i) the remuneration of the Contractor's personnel including salary and wages, annual leave, sick leave, long service leave or superannuation;
  - (ii) workers' compensation, accident, sickness and life insurance for the Contractor's personnel; and
  - (iii) Contractor's payroll taxes, superannuation guarantee levy, health insurance levy and any other additional levies imposed by government from time to time.
- (d) The Contractor will not be subject to the supervision, direction or control on the manner in which he or she renders the agreed services, and will maintain a high level of discretion, flexibility and professional judgment as to how the work is performed and results achieved. Checking of the Contractor's work by the Owner or co-ordination with other onsite project activities will not constitute control over the Contractor.

**31. Compliance**

The Contractor shall observe all applicable industrial laws and awards in each sphere of its activities in connection with the Services and carry out the Services under this Agreement in accordance with the highest professional standards.

**32. Sub-letting**

The Contractor shall not sublet, transfer or assign the Contract or any part thereof or bills or any other benefits, accruing therefrom or under the contract without the prior written consent of the Owner.

**33. Acknowledgement:**

It is hereby acknowledged that Bidder have gone through/read all the conditions mentioned above and agree to abide by them.

**ANNEXURE-I****<< Organization Letter Head >>****Declaration sheet**

We, \_\_\_\_\_ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, we will support on regular basis with technology / product updates and extend support for the warranty.

We, further specifically certify that our organization has not been Black Listed/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	NAME & ADDRESS of the VENDOR/ MANUFACTURER/ AGENT
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 TIN Number	
7 PAN Number	
(In case of on-line payment of Tender Fees) 8 UTR No. (For Tender Fee)	
(In case of on-line payment of EMD) 9 UTR No. (For EMD)	
10 Kindly provide bank details of the bidder in the following format:	
a) Name of the Bank	
b) Account Number	
c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder	

**(Signature of the Tenderer)**

**Name:** \_\_\_\_\_

**Seal of the Company**

## ANNEXURE-II

### Letter of bid submission

To

CGM (DES),  
EdCIL (India) Limited,  
EdCIL House, 18A, Sector- 16A,  
NOIDA- 201 301 (U.P)

**Subject- Request for Proposal to Study/Analysis, Design, Development, Customization, Supply, Configuration, Operation, Rollout and Regular Update/ Upgradation & Maintenance of Cloud based ERP portal for NITIE.**

#### ***-Submission of Bid -***

Sir,

This bears reference to EdCIL Bid No. **EdCIL/DES/ERP/NITIE/JULY/001** Dated ..... We, 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.

I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed form \_\_\_\_\_ and accompanying statements are true and correct.
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 or all damages caused to EdCIL (India) Ltd. or its client on this account.
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.

4. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
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.
6. I/We submit the all **certificates** in support of our suitability, technical knowledge and capability for having successfully completed works **as detailed out in Annexure-V**.
7. Earnest Money Deposit amounting to Rs. ----- in the form of BG/Demand Draft No. ----- dated ----- issued by ----- Bank is submitted.
8. Demand Draft of Rs. (NIL)/- towards Bid document cost.: If applicable  
Enclosures:

Date of Submission :

The above document is executed on ..... at (place) \_\_\_\_\_ and we accept that if anything out of the information provided by us is found wrong, our bid/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder\_\_\_\_\_

Authorized Signatory\_\_\_\_\_

Seal of the Organization\_\_\_\_\_

Date:

Place:

## ANNEXURE III

### Undertaking

This 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.

If the above information found false at any stage after the placement of Work Order / Agreement, EdCIL (India) Limited (EdCIL), 18-A, Sector 16-A, Noida will have full right to cancel the Contact and forfeit the Performance Guarantee and can take any legal action which shall be deemed fit at that point of time.

Authorized Signatory

**Note: The undertaking regarding the non-blacklisting of firm is to be submitted on a non-judicial stamp paper of Rs. 100/- (Rupees Hundred only).**

**ANNEXURE IV****Annual Average Turn Over: -**

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Annual Turn over</b>
1.	2018-19	
2.	2019-20	
3.	2020-21	
Total		
Average		

Note: Certificate from Statutory Auditor/ Chartered Accountant certifying balance sheet only for all three years to be attached.

**Signature with Seal of the Chartered Accountant**

**Signature with Seal of the Bidder**

**ANNEXURE-V****Details of Projects Completed During Last 5 years****Bid No.:****Name of the Firm:**

<b>S. No</b>	<b>Name of Client</b>	<b>Name of the Project and brief description</b>	<b>Value (Excluding Tax)</b>	<b>Date of award</b>	<b>Date of Completion</b>	<b>Current Status</b>	<b>Name of Contact Person and other details</b>
1.							
2.							
3.							
4.							
5.							
6.							
7							
8							

## ANNEXURE-VI

### Power of Attorney

Know all men by these presents, we..... (name of firm and address of the registered office) do hereby constitute, nominate

appoint and authorize Mr./Ms..... son/daughter/wife of ..... and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney

(hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>.....project, proposed to be developed by the

..... (the “client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

[IN WITNESS WHEREOF WE.....THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON

THIS ..... DAY OF ..... 2017.

For ..... (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

1. (Signature, name and address)

2. (Signature, name and address)

Notarized

Accepted

.....

(Signature, name, designation, and address of the attorney)

Notes:

1. The mode of the execution of the power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submit for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the

Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostle certificate.

**ANNEXURE – VII**

Name of the Bank: \_\_\_\_\_

To

**The Director  
NITIE, Mumbai****Performance Bank Guarante Format**

In consideration of the **Director**, NITIE acting through \_\_\_\_\_ (Designation & address of Contract Signing Authority), (hereinafter called "NITIE") having agreed under the terms and conditions of agreement/ Contract Acceptance letter No. \_\_\_\_\_

Dt : \_\_\_\_\_ Made between \_\_\_\_\_ (Designation & address of contract signing Authority) and \_\_\_\_\_ (here in after called "the said Agency" for the work \_\_\_\_\_ (here in after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for ₹ \_\_\_\_\_ ( ₹ \_\_\_\_\_ only) as a performance security Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We \_\_\_\_\_ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the NITIE an amount not exceeding ₹ \_\_\_\_\_ ( ₹ \_\_\_\_\_ only) on demand by the NITIE.
2. We \_\_\_\_\_ (Indicate the name of the bank, further agree that ( and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the NITIE through the **Director**, NITIE or \_\_\_\_\_ (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the NITIE Ltd by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the

said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ \_\_\_\_\_ ( ₹ \_\_\_\_\_ Only).

3. (A) We \_\_\_\_\_ ( indicate the name of Bank ) further undertake to pay to the NITIE any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(B) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.

4. We \_\_\_\_\_ (Indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the NITIE under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by \_\_\_\_\_

(Designation & Address of contract signing authority) on behalf of the NITIE , certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee.

5 (a) Not withstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the NITIE or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the NITIE within validity/ extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we \_\_\_\_\_ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case shall be on being called upon to do so by the NITIE. If the guarantee is not renewed or the period extended on demand, we \_\_\_\_\_ (indicate the name of the Bank) shall pay the NITIE the full amount of guarantee on demand and without demur.

6. We \_\_\_\_\_ ( indicate the name of Bank ) further agree with the NITIE that the NITIE shall have

the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the NITIE against the said Agency and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or any forbearance act or omission on the part of the NITIE or any indulgence by the NITIE to the said Agency or any other matter or thing whatsoever which under the law relating to sureties would but for the said provision would relieve us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Agency.
8. We, \_\_\_\_\_ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the NITIE in writing.
9. This guarantee shall be valid up to (Date of Completion plus 90 Days). Unless extended on demand by NITIE. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... We shall be discharged from our liabilities under this guarantee thereafter.

Dated:	The	Day of	For
		(indicate the name of bank)	
		Signature of Banks Authorized official	
Witness		(Name) _____	
		Designation with Code No. -----	
1		Full Address-----	
2.			

## ANNEXURE-VIII

### Pro forma Pre Contract Integrity Pact

#### GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_ day of the month of .... 2019, between, on one hand, acting through Shri/Smt. \_\_\_\_\_, Designation, EdCIL (India) Limited (hereinafter called the “BUYER”/ “EdCIL” interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the EdCIL (India) Ltd. proposes to procure services towards **“Study/Analysis, Design, Development, Customization, Supply, Configuration, Operation, Rollout and Regular Updation/ Upgradation & Maintenance of Cloud based (ERP) portal for NITIE “**

For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No. **EdCIL/DES/ERP/NITIE/JULY/001** Dated ..... 2021.

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the EdCIL (India) Ltd. is a Public Sector Undertaking under Ministry of Human Resource Development performing its functions.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the EdCIL (India) Ltd. to obtain the desired services as referred to in the Bid document No. **EdCIL/DES/ERP/NITIE/JULY/001** dated .....2021 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL (India) Ltd. will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the EdCIL (India) Ltd.**

- 1.1 The EdCIL (India) Ltd. undertakes that no official of the EdCIL (India) Ltd., connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the EdCIL (India) Ltd. will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL (India) Ltd. with full and verifiable facts and the same is prima facie found to be correct by the EdCIL (India) Ltd., necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the EdCIL (India) Ltd. and such

a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL (India) Ltd. the proceedings under the contract would not be stalled.

### **3. Commitments of Bidders**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL (India) Ltd., connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL (India) Ltd. or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the EdCIL (India) Ltd. that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL (India) Ltd. or any of its functionaries,

whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.

- 3.6 The BIDDER, either while presenting the bid or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL (India) Ltd. or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL (India) Ltd. as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL (India) Ltd., or alternatively, if any relative of an officer of the EdCIL (India) Ltd. has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL (India) Ltd..

#### 4. **PREVIOUS TRANSGRESSION**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years

immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

## 5. **EARNEST MONEY DEPOSIT**

5.1 While submitting Technical bid, the BIDDER shall deposit Earnest Money with the EdCIL (India) Ltd. through BG/Account Payee Bank Draft or a Pay Order in favour of EdCIL (India) Limited.

5.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case shall be for satisfactory performance of the terms of Bidder above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL (India) Ltd., including O&M period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL (India) Ltd. to forfeit the same without assigning any reason for imposing such sanction.

5.4 No interest shall be payable by the EdCIL (India) Ltd. to the BIDDER on Earnest Money Deposit for the period of its currency.

## 6. **SANCTIONS FOR VIOLATIONS**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL (India) Ltd. to take all or any one of the following actions, wherever required:

- i. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL (India) Ltd. and the BUYER (EdCIL (India) Ltd.) shall not be required to assign any reason therefore.
- ii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iii. To recover all sums already paid by the EdCIL (India) Ltd., and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case shall be. If any outstanding payment is due to the BIDDER from the EdCIL (India) Ltd. in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
- iv. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL (India) Ltd., along with interest.
- v. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL (India) Ltd. resulting from such cancellation/rescission and the EdCIL (India) Ltd. shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vi. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which shall be further extended at the discretion of the EdCIL (India) Ltd..
- vii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- viii. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL (India) Ltd. with the BIDDER, the same shall not be opened.

- ix. Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL (India) Ltd. to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 6.2 The EdCIL (India) Ltd. will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the EdCIL (India) Ltd. to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL (India) Ltd., in case of breach of the provisions of the pact.

## **7. INDEPENDENT MONITORS**

- 7.1 An Independent monitor (s) shall be appointed by EdCIL (India) Ltd., in case of breach of the provisions of the pact.
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EdCIL (India) Ltd.
- 7.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL (India) Ltd. including that provided by the BIDDER.

The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.

7.7 The EdCIL (India) Ltd. will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL (India) Ltd. / BIDDER and, shall the occasion arise, submit proposals for correcting problematic situations.

## 8 **FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the EdCIL (India) Ltd. or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## 9 **LAW AND PLACE OF JURISDICTION**

Any legal disputes arising out of any breach of contract pertaining to this tender should be settled in the court of competent jurisdiction located within New Delhi.

## 10 **OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that shall follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## 11 **VALIDITY**

11.1 The validity of this Integrity Pact shall be governed by the terms of the RFP **EdCIL/DES/ERP/NITIE/JULY/001** towards complete execution of the contract to the satisfaction of both the EdCIL (India) Ltd. and the BIDDER/Seller, including O&M period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the Bidder with successful bidder.



11.2 Shall one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12 The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

EdCIL (India) Limited

BIDDER

Name of the Officer :

CHIEF EXECUTIVE OFFICER

Designation:

Witness:

Witness:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

*(The Pre Contract Integrity Pact shall be modified based in line with the conditions of the Bid Documents).*

**ANNEXURE -IX****Tender Compliance Sheet**

S. No.	Description	Yes/No with Page No.
1.	Whether the bidder has Submitted the EMD/Bid fee as per bid requirement.	
2.	Amount of EMD/Bid fee as per bid requirement or not?	
3.	Form in which Bid EMD/ Bid fee enclosed (Bank Guarantee/Demand Draft).	
4.	Date of issue of BG/Demand Draft for EMD/ Bid fee	
5.	Validity of the BG/Demand Draft (if submitted) 90 days from submission of bid or not?	
6.	Bid validity 90 days or not?	
7.	Legal Status/ Constitution of firm (any document)	
8.	GST Registration Certificate and PAN Number	
9.	Whether the bidder has quoted for all the items in the Schedule?	
10.	Whether price as per Financial Bid quoted or not?	
11.	Whether Project Timeline as per bid agreed or not?	
12.	Payment terms as per bid agreed or not?	
13.	Declaration Sheet (Annexure-I)	
14.	Letter of Bid submission (Annexure-II)	
15.	Undertaking Regarding the Non-Blacklisting of the firm as per <b>Annexure-III</b> or not?	
16.	Audited/ Certified financial statements by chartered Accountant or firm (FY 2018-19, 2019-20 and 2020-21) (Annexure-IV)	

S. No.	Description	Yes/No with Page No.
17.	Supporting documents having details of Projects completed during last five years. (Annexure-V)	
18.	Power of Attorney (Annexure-VI)	
19.	Valid registration certificate issued by NSIC/MSME or other appropriate government authorities. (For MSMEs and Start-Ups only)	
20.	Signed copy of Pre-contract integrity pact (Annexure-VIII)	
21.	Signed copy of the tender document submitted	
22.	Document having details of the Technical Support Staff (Annexure-X)	
23.	Supporting Document for MeitY Certification	
24.	Signed Copies of CMMI/ISO Certificates as applicable	
25.	Authorization letter from the OEM or a self-declaration of being the OEM (Annexure-XI)	
26.	Relevant Document against S.No. 7 ( Technical Manpower Strength) of Pre-qualification criteria under Chapter-V (Bid Evaluation Process)	
27.	Relevant Document against S. No. 9 of Pre-qualification criteria under Chapter-V (Bid Evaluation Process)	
28.	Relevant Document against S. No. 10 of Pre-qualification criteria under Chapter-V (Bid Evaluation Process)	

**ANNEXURE - X****Appendix: Requirement of Key Personnel**

Requirement of Key Personnel to be deputed at NITIE, Mumbai.

1. The successful bidder shall deploy experienced resources at premise of university which must be a full-time employee of the successful bidder
2. Minimum qualification and experience with Job description is mentioned in the table given below:

Role	Qualification	Job-Description & relevant experience
Project Manager (Team Leader)	B.E/B.Tech (CS/IT)	<ol style="list-style-type: none"> <li>Atleast 08 years of total experience including 4 years of ERP implementation experience.</li> <li>Involved in managing at least 3 successful full life cycle implementation(s) of ERP.</li> <li>Involved in solution design, business blueprinting in similar assignments in the past.</li> <li>Should have been involved in fit-gap analysis jointly with functional consultant – identifies gaps and designs the solution to address the gaps.</li> </ol>
Team Member	B.E/B.Tech (CS/IT)	<ol style="list-style-type: none"> <li>Atleast 03 years of total experience including 02 years of ERP implementation experience.</li> <li>Should have been involved in installation of Cloud and operating system, database and configuration, system maintenance, installation of proposed ERP system.</li> <li>Must be able to impart refresher training as and when required to the new employees in the university and during AMC.</li> </ol>

**3. Resume Format:**

Name:	Role ()
Qualification(s)	
Overall work experience (in years)	
Relevant experience	
Employed by bidder company since	

Details of relevant professional experience	
Engagement Type	
Entity	
Nature of Entity (PSE / Private)	
Period of engagement	
Role	
Key work performed	

## ANNEXURE-XI

### Manufacturers' Authorization Form

No. ....Dated.....

To,

**CGM (DES),  
EdCIL (India) Limited,  
EdCIL House, 18A, Sector- 16A,  
NOIDA- 201 301 (U.P).**

NCB No.....

We \_\_\_\_\_ who are established and reputable manufacturers of (name and description of goods offered) 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.

No company or firm or individual other than M/s \_\_\_\_\_ are authorized to bid, and conclude the contract for the above goods designed & developed by us, against this specific RFP. (This para should be deleted in simple items where manufacturers sell the product through different front bidders.)

We hereby extend our full guarantee and warranty as per the terms and Conditions of the RFP.

Yours faithfully

(Name)

(Name of manufacturers)

**Note:** This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.

## ANNEXURE - XII

### Indicative Scope of Work, Technical Specifications & Deliverables

#### Broad objectives of the ERP project are:

- To facilitate student's related services such as Preadmission activities, admissions, registration, examinations, results, preparation and issuance of DMC's, certificates and degrees etc., Library, Time Table, Hostels and HRM etc.
- To improve transparency and accountability in the overall system.
- NITIE's administration related services
- To oversee all the Co-Curricular, Extension and outreach activities

#### INDICATIVE LIST OF ERP MODULES ACCORDING TO THE PRIORITY OF COMPLETION AND DETAILED SCOPE OF WORK:

1. ERP Web Interface (Website) & if required integration with NITIE's already existing website
2. **Student's Complete Life Cycle Management (Priority Module)**
  - a. Pre-Admission
  - b. Online Counselling Management
  - c. Admission Management
  - d. Registration Management
  - e. Email & Single Sign-On Integration
  - f. Academics
    - (i) Academic Life Cycle Management
    - (ii) Student Attendance Management
  - g. Examination Management (Pre & Post), Result Processing and preparation and issuance of DMC's, certificates, degrees, transcripts, Duplicates and NAD data interface etc.
  - h. Research Management
  - i. Collaboration Platform
  - j. Self Service Portal for Students
  - k. Hostel and mess Management
  - l. Training and Placement Cell Management
  - m. Convocation and Alumni Management etc.
3. Employee (Teaching and Non-teaching) Life Cycle management
  - a. Human Resource and/or Establishment Management i.e. Recruitment to retirement Management
  - b. Leave Management
  - c. Self Service Portal for Employees
4. Digital Document Circulation (DDC)
5. Letter Tracking / Movement
6. RTI Management

7. Grievance Management
8. Guest House Management
9. House Allotment Management
10. Transportation Management
11. Committee Management
12. Event Management
13. Mandatory Compliance of Regulatory Bodies
14. Library Management
15. Health Centre Management
16. Director & Administrative Offices Facilitation
  - (a) Role Based Dashboards for all Officials
17. E-procurement/Tender management
18. Infrastructure & Estate Management
19. Consultancy and Management Development Program

**Note:** During blue print preparation phase and final implementation of the project, NITIE may ask the vendor to deliver, configure, deploy or make available the desired functionality or provide any other complementary module(s) as per the actual requirements of the NITIE. **Indicative brief workflow of the NITIE processes to be considered by all bidders to understand the nature, volume and process intricacies involved for implementation** are attached at **Annexure-XIII**.

## Module wise detailed scope of work/Deliverables (tentative):

S. No.	Module Description
1.	<b>ERP WEB INTERFACE (WEBSITE)</b> ERP web interface to provide all functionalities as per requirements to all its users (Public and Secured). It must be a dynamic portal developed using the technology capable of delivering the intended functionalities listed in the scope of work.
2.	<b>STUDENT'S COMPLETE LIFE CYCLE MANAGEMENT</b>
a.	<b>PRE - ADMISSION</b> Candidates should fill form online along with details of entrance examination centres, city information and submit <b>fee online or by bank</b> . Scrutiny of application based on the eligibility criteria defined in the rules. All other activities which are not explicitly spelt out here but needed should also be part of this module.
b.	<b>ONLINE COUNSELLING MANAGEMENT</b> Student Counseling Management System is to manage the details of Results, Merit List, Student, Counseling's, and Registrations. It manages all the information about Results, Grade, Registrations, and Results. The project is totally built at administrative end and thus only the administrator is guaranteed the access. The purpose of the project is to build an application program to reduce the manual work for managing the Results, Merit List, Grade, and Student. It tracks all the details about the Student, Counseling's, and Registrations etc.
c.	<b>ADMISSION MANAGEMENT</b>

	<p>The students shall seek admission in NITIE based on entrance exam or any other criteria Cut-off/Waiting lists generated in the Pre-Admission Process and Counselling etc.</p> <p>Once their admission is confirmed by the Institute based on the cut-off/Waiting lists, the status of the particular student should be upgraded to “Registration/ Approved” in the Institute Database with the relevant details of the Degree Programs. After approval student deposits requisite fee through the portal under finance system.</p>
d.	<p><b>REGISTRATION MANAGEMENT</b></p> <p>This module includes the generation of unique registration number to new students after verification of eligibility. Provision for registration of Lateral entry students and various reports generation etc., Login details, Registration returns in case of migration and the provision to cancel status of admitted students. The module also carries the old records uploading in either cvs and excel format.</p>
e.	<p><b>EMAIL AND SINGLE SIGN-ON INTEGRATION</b></p> <p>Setting up a dedicated email account (@NITIE domain) or any other freeware mailing server for NITIE users and its integration with the ERP using Active Directory or any other tool to enable Single Sign-On.</p>
f.	<p><b>ACADEMICS</b></p> <p>This module shall display year wise institute’s Course catalogue, various calendar’s and status, govt. notifications, archive, provision for modification and adding them with time line, appointment of various administrative functionaries and allow online course registration, calculate class availability, Time Table Management, allow advisors to communicate directly with students on course selection issues. It shall have features:</p> <ul style="list-style-type: none"> <li>• Student Data Management</li> <li>• Attendance Management</li> <li>• Student Leave Management</li> <li>• Student Discipline Management</li> <li>• Student Feedback Management etc.</li> </ul> <p>(i) <b>ACADEMIC LIFE CYCLE MANAGEMENT</b></p> <p>This module will automate the life cycle of any student enrolled course with project based evaluation involving the following steps:</p> <ul style="list-style-type: none"> <li>• Admission through different Processes</li> <li>• Course Work, Credit Options</li> <li>• Guide Interaction</li> <li>• Synopsis/Thesis Submission</li> <li>• Guide/HOD Review</li> <li>• Expert Allocation, Expert Feedback</li> <li>• Final Assessment, Award of Degree</li> </ul> <p>(ii) <b>STUDENT ATTENDANCE MANAGEMENT</b></p> <p>Create an online attendance register to maintain daily attendance records. Generate subject-wise, teacher-wise or course-wise attendance reports. Track and evaluate attendance history to enforce discipline.</p> <ul style="list-style-type: none"> <li>• Semester wise Teacher Course Allocation</li> <li>• Online Daily Attendance entry</li> </ul>

	<ul style="list-style-type: none"> <li>• Attendance Rule Configuration</li> <li>• Course Wise Attendance Report</li> <li>• Student Attendance report in all subjects</li> <li>• Attendance module can be integrated with Biometric Smart Attendance Terminal (SAT) integration with Smart card, Biometric devices</li> </ul>
<b>g.</b>	<p><b>EXAMINATION MANAGEMENT (PRE &amp; POST) AND RESULT PROCESSING ETC.</b></p> <p>System should be capable of processing Online registration returns of all students. The Students should be able to access and fill up the examination forms online (for regular, reappear, special chance exams, revaluations and any other type). The examination process should be further streamlined with the Dynamic Exam Centre Allocation, Examination Schedule generation, Student Exam Centre allocation, Admit card printing-year wise. All requirements of Conducting/evaluating of all types of exams must be handled by the system. The modules should also carry feedback receive/response mechanism. The system should be capable of appointments/approvals related to examination/evaluation.</p> <p>For all the Internal Examinations, Institute should feed the Internal Examination marks after approval of competent authority. These marks once fed, should be locked by the institute's officials and then, would be made available to the institute's Examination Department. On a single click, the result should be available to all the stakeholders.</p> <p>This system should also entertain demands of provisional/final certificates/ Degrees.</p> <p>The system should be competent to follow all the secrecy procedures of examination branch such as exam centres management, paper setters list and selections, nomenclature and marks of paper, Answer sheets/question paper coding/decoding processes. There should be a provision of online paper setting and delivery of question papers to various centres for examination, Award lists preparations and also the unfair means cases and complains committee for objections.</p> <p>This system should also be equipped with provision of automatic roll number allotments, absentee lists and their respective check boxes.</p> <p>System should be capable to generate all kinds of payment bills for all services provided for any one (such as paper setting, remuneration for exams, evaluation etc.).</p>
<b>h.</b>	<p><b>RESEARCH MANAGEMENT</b></p> <p>This module should manage research contributions by faculty including publications, journals, papers, books, seminars, research events, memberships etc. It should automate Faculty Development Assistance programs. The module should provide a user friendly interface for managing various research projects to be undertaken by the institute in the future as well various research related events and activities.</p>
<b>i.</b>	<p><b>COLLABORATION PLATFORM</b></p> <p>This module should enable faculty, staff and students with a platform to make formal/informal communication, announcements and start discussion threads. Its features should include:</p> <ul style="list-style-type: none"> <li>• Create announcement messages</li> <li>• Select target audience: faculty, students, staff, batches, single, group, all</li> <li>• Select appropriate medium: SMS, Email, Job Tray Alerts and others</li> <li>• Poll facility to collect audience views/preferences/inputs</li> <li>• Schedule an announcement at a later date &amp; time.</li> <li>• Create a new discussion thread or topic, allow likes/dislikes/comments etc.</li> </ul>

	<ul style="list-style-type: none"> <li>Set moderators for a specific forum or topic</li> </ul>
<b>j.</b>	<p><b>SELF SERVICE PORTAL FOR STUDENTS</b></p> <p>Web portal for students must provide a platform for NITIE to get, share and disseminate the required &amp; relevant information (such as fee and its alerts, time table, examination schedule, attendance status etc.) through discussion forums, chat rooms, mail, document availability/sharing (Study Material, Syllabus, Notes, Question papers etc.), SMS alerts etc. This module should also publish notices, upload assignments and tutorials to enhance learning. The Portal for international students should be equipped with additional features as per the requirements to handle their unique data such as Country, Visa details, Sponsorships (If any) etc.</p>
<b>k.</b>	<p><b>HOSTEL AND MESS MANAGEMENT</b></p> <p>The module should automate all the records of hostels (Girls and Boys) building and property, room information and student information. Allot room online/offline, view occupancy status, maintain a student leave register (also SMS provisions to guardians wherever necessary), monitor visitors and student activities in the hostel and should also manage hostel and mess bill payments and track outstanding dues. A list of hostlers and day-scholars must be generated at any moment of time.</p>
<b>l.</b>	<p><b>TRAINING AND PLACEMENT CELL MANAGEMENT</b></p> <p>Placement services module should manage all the activities related to Employer, Student &amp; Institute. It must keep track of the Employer visits to the institute, their recruitment process, previous recruitment, employer's expectations etc. Enroll students for placements, manage resumes, post job vacancies and internships, send interview letters online and generate reports.</p>
<b>m.</b>	<p><b>CONVOCATION AND ALUMNI MANAGEMENT</b></p> <p>A grand annual convocation is ought to get arranged to award degrees to the pass outs of the year. The module shall have convocation schedule, guidelines and send SMS &amp; email alerts and registration through NITIE payment gateway.</p> <p>Alumni management system is expected to promote interaction among alumni and to provide newcomers with valuable social and professional contacts. This module should be equipped with features like Alumni registration, Auto Verification by registration number, Alumni Group management, Discussion Forum management, Alumni member search, Alumni Donation opportunity, Scheduling/events/Mass Messaging / circulars to all members, Institutional news, Integration with Placement cell, Alumni meeting reports, Pledges and donations, Alumni directory etc.</p>
<b>3.</b>	<p><b>EMPLOYEE (TEACHING AND NON-TEACHING) LIFE CYCLE MANAGEMENT</b></p>
<b>a.</b>	<p><b>HUMAN RESOURCE AND/OR ESTABLISHMENT MANAGEMENT i.e. RECRUITMENT TO RETIREMENT MANAGEMENT</b></p> <p>This module should be capable to manage all aspects of recruitment process and roster as per govt. guidelines. Publishing job openings, receiving online applications, screen applicants, manage interviews, award grades and generate merit list. Send email notifications or SMS alerts to shortlisted candidates.</p>

	<p>This module should also maintain past employment history of new employees joining, Store their complete details in secured environment and also maintain a detailed service book with information related to increments, promotions, transfers, superannuation and benefits.</p> <p>The module should also be equipped with temporary deployment of personnel for various emergency services, processing ACR/APR, seniority lists, TA and other claims, enquiries(internal and disciplinary), court cases management etc.</p>
<b>b.</b>	<p><b>LEAVE MANAGEMENT</b></p> <p>Manage all types of leaves availed by employees. Record details such as type of leave availed, assign leaves; carry forward leaves and record LTC leave details. Accept leave applications, give approvals, and manage leave encashment.</p>
<b>c.</b>	<p><b>SELF-SERVICE PORTAL FOR EMPLOYEES</b></p> <p>A dedicated portal for employees allowing complete various tasks such as apply for leave, generate salary slips, apply for loans, and buy insurance and also get other details of employees through this portal, such as their demographic profile details and work experience.</p>
<b>4.</b>	<p><b>DIGITAL DOCUMENT CIRCULATION (DDC)</b></p> <p>This module should Get rid of all paper-based documents by converting them to a digital format aiming for a paperless office. Preserving files, books, Notices, Publications and even business cards for the future. This module should also be capable of Sharing documents across the organization and keep track of their movement.</p> <p>E-Note Tracking - The unique e-Note Tracking feature should allow adding signatures digitally to the documents.</p> <p>The DDC should fulfill following requirements</p> <ul style="list-style-type: none"> <li>• Create a permanent document data base.</li> <li>• Eliminate manual filing and record keeping.</li> <li>• Faster tracking ensuring accountability.</li> <li>• Data portable to web publishing software.</li> <li>• Repair functions allowing restoring torn and damaged documents.</li> </ul>
<b>5.</b>	<p><b>LETTER TRACKING / MOVEMENT</b></p> <p>This module should have the ability to Prevent the loss of files and important documents through a barcode system. Track the location of files on the basis of date of origination, current location or any other desired parameter. Keep tabs on file movement through its life cycle. Make and store comments on any file, and record remarks made by officials.</p>
<b>6a.</b>	<p><b>PURCHASE, STORE AND INVENTORY MANAGEMENT</b></p> <p>This module must automate the procurement and inventory part of the institute. The application is ought to have a three level of categorization of each item so that it can be distinguished well.</p>
<b>6b.</b>	<p><b>ASSET MANAGEMENT</b></p> <p>Asset management would help in maintaining records of all the assets the organization wants to monitor. It shall have details of their service schedules, maintenance records, depreciated value and schedule for replacement.</p>

7.	<p><b>RTI MANAGEMENT</b></p> <p>This module should cover the entire RTI process starting from the Online submission of application by citizen &amp; response to such query by concerned department, online processing of requested application, Forwarding of application to appropriate department, auto escalation of application through defined escalation process</p>
8.	<p><b>GRIEVANCE MANAGEMENT</b></p> <p>This module should Handle complaints in a transparent, efficient way. Accept complaints online from all stakeholders of NITIE (Entire campus premises), forward to relevant HOD/department, auto generation of complaint number makes tracking easier, send reminders for grievance Redressal, and keep the identity of the complainer secret. The module also aids planners to avoid future reoccurrence of the event.</p>
9.	<p><b>GUEST HOUSE MANAGEMENT</b></p> <p>This module should help NITIE to manage all types of accommodation establishments. This module should having the flowing features:</p> <ul style="list-style-type: none"> <li>• Room Management</li> <li>• Booking requisition for guest house.</li> <li>• Online reservation and room status</li> <li>• Billing of bookings for guests</li> <li>• Statistics on occupancy, guests (including graphs)</li> </ul>
10.	<p><b>HOUSE ALLOTMENT MANAGEMENT</b></p> <p>This module should perform the entire house allotting/maintaining/vacating functions and be incorporated with defined rules such as allotment on the basis of salary, seniority etc. and must also include the provision of discretionary powers of authorities and should also be able to generate vacation possession report.</p>
11.	<p><b>TRANSPORTATION MANAGEMENT</b></p> <p>Travel &amp; Transport System should be with a web-based management tool designed to keep track of all vehicles, their maintenance and activities in an organization.</p> <ul style="list-style-type: none"> <li>• Vehicle Details</li> <li>• Vehicle Make/Vehicle Type</li> <li>• Vehicle Driver Mapping</li> <li>• Vehicle Logbook Creation</li> <li>• Driver details</li> </ul>
12.	<p><b>INFRASTRUCTURE &amp; ESTATE MANAGEMENT</b></p> <p>This module should be equipped with maintaining outsider's data base (Vendors, shopkeepers etc.), tracking various timelines with fund/Rent/Lease record, online measurement and billing management, inventory management etc. The system should have an in-built warning system for repairs or maintenance falling due. Maintain asset account, asset requisition, and vendors. Manage all activities related to buildings and grounds maintenance or construction. Address complaints related to Public Health, power, water and infrastructure etc.</p>
13.	<p><b>COMMITTEE MANAGEMENT</b></p> <p>This module should manage setting up and working of various committees that NITIE forms. Its key functions should include</p> <ul style="list-style-type: none"> <li>• Set-up a committee with specific agenda</li> <li>• add/remove internal/external members</li> </ul>

	<ul style="list-style-type: none"> <li>• Schedule meetings</li> <li>• define agenda</li> <li>• capture minutes of a meeting</li> <li>• Record decisions</li> <li>• Notify the concerned departments</li> </ul> <p>And the various other tasks in relation to this module shall be part of this.</p>
<b>14.</b>	<p><b>MANDATORY COMPLIANCE OF REGULATORY BODIES</b> All MHRD, UGC, AICTE, NCTE, RUSA, TEQIP, IQAC, NIRF, AISHE, NAAC, HRDC, PCI, RCI, NCT, NBA, CVC, sports council etc. related compliance shall be maintained and implemented by this module.</p>
<b>15.</b>	<p><b>LIBRARY MANAGEMENT</b> This module shall have Complete automation of Library functioning such as record keeping (also old data migration), book recommendation, duplicity checking, purchase, classification, cataloging and circulating of books, various fine managements, library membership maintenances etc. This module should have provisions for RFID &amp; biometric verification.</p>
<b>16.</b>	<p><b>HEALTH CENTRE MANAGEMENT</b> This module should manage the administrative, financial and clinical aspects of health Centre and also manage the entire patient flow, from appointment scheduling to patient visit, create Doctors' schedule, manage pharmacy, stores, and track the movement of medical records.</p>
<b>17.</b>	<p><b>Director &amp; ADMINISTRATIVE OFFICES FACILITATION</b> This module shall Streamline the entire working of the Director's and the Administration Office. Maintain a visitor's register, telephone directory, manage meeting schedules, and maintain an appointment/meeting register. Carry searches or sorting of telephone directory based on various criteria, like name, designation etc. This module should have built-in dashboards provide a detailed overview of the various departments.</p> <p><b><u>ROLE BASED DASHBOARD FOR ALL OFFICIALS</u></b> A role based dashboard should be there for all officials to match the needs and interests of users with that role (A role-based dashboard should be available in addition to a user's personal dashboard). The dashboard should have capability to deal with the unique data and have access to module linked to that respective user for e.g. Dashboard for DSW should have access to event management module and should be equipped of dealing with unique data such as height/weight required for NCC, NSS etc. activities. Similarly such dashboards should exist for all Directors, Chairpersons, Deans, Registrar, and HODs etc. This module should also be equipped with provisions for making a temporary dashboard required for temporary/emergency duty allotted to any employee/student.</p>
<b>18.</b>	<p><b>UGC HRDC (ACADEMIC STAFF COLLEGE)</b> This module should manage training programs, orientation courses, or refresher courses based on UGC/ regulatory guidelines. Publish the course content online and accept applications, process payments, allocate trainers and set trainer schedules. Evaluate and grade candidates' performance. After the training, feedback can be collected from candidates online.</p>

19.	<p><b>E-PROCUREMENT/TENDER MANAGEMENT</b> This module should have complete end-to-end management of tenders, from advertisements to the final signing of the contract. This should also include online registration of tenders, record supplier details, tracking tender status, bid entry and evaluation, issuing BOQ (Bill of Quantity), online purchasing and issuing goods to departments or locations. The entire procurement/tendering process should comply the latest respective rules (GFR 2017 as of now)</p>
20.	<p><b>Consultancy and Management Development Programs</b> This separate module should be fully equipped for taking care of consultancy and management development programs.</p>
21.	<p><b>Estate and Infrastructure module.</b> This module should have complete end to end management for taking care of estate and infrastructure of college premises. It should be developed in such a manner that it can cater the requirements of any new project entry in the system.</p>

#### Important Notes for other requirements:

1. Apart from functionality and features mentioned above, the provisioning of the Operating System, Databases and any other Middleware needed for deploying the proposed solution in totality on cloud shall be the responsibility of the vendor. Therefore, the bidders are advised to factor in any such one time or recurring costs associated with the same in their commercial offers in perpetuity.
2. The above specifications & scope of work is indicative and based on NITIE's decision/requirement, the same is subject to change.
3. NITIE also reserves the right to modify and change the scope even during the Software Requirements and Specifications (SRS), project implementation and maintenance phase as per its official requirement, expectations and observations raised by the concerned stake holders. In case of change of rule, ordinances, procedure, practices, law, etc. by NITIE and state or central govt., the firm is supposed to facilitate the suitable changes/obligations in the software without any extra cost as and when needed during its implementation and/or maintenance period.
4. 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 provide source code of various modules developed to the client.
5. 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. Moreover, all the Data, content and records stored in the Database/Application of ERP shall be owned by NITIE free of cost and the same shall be made available by the firm as and when requested by NITIE.

6. During the customization and implementation phase, the vendor is required to provision as many resources as deemed necessary keeping in view the time lines specified in the document. During first year of operation after go-live, vendor is required to depute at least 3 numbers of suitably qualified professionals conversant with the product on full time basis at NITIE campus. During AMC Period of operation after the completion of warranty period, vendor is required to depute at least 3 numbers of suitably qualified competent professionals conversant with the product on full time basis at NITIE campus.
7. Initially, the number of student users is estimated at approximately 1,200 and may increase further. The number of employee users should be estimated as 300 which may increase over the period. Approximately 300 users need to be trained by the vendor depending upon their roles & responsibility in the institute. After each update, technological refresh and major changes of ERP software during contract period, the vendor shall also provide necessary training and hands on session free of cost along with proper documentation.
8. The vendor has to make provisions with regard to any ancillary software like database or any other middle ware. They are advised to factor in the respective costs in their commercial offer. Institute will not provide any such licenses.
9. Suitable work space shall be provided to all the resources placed at campus by NITIE during the entire duration of the project.
10. The system will be deployed on cloud based at level three data center and will be accessible over secure connections from other remote sites as well.
11. The cost of hiring the cloud with OS and associated software components needed to run application (with appropriate numbers of virtual machines and dynamic allocations to optimal peak time performance, storage and data backup plan along with disaster management provision), Security solutions, optimally maintaining it and ensuring it's 99.75% uptime/availability will be the responsibility of the solution provider.
12. Application response time must also be optimally designed and maintained by the solution provider.
13. All SMS and email subscriptions shall be provided by the Institute if needed.
14. The resources deployed in the Institute are expected to follow the Institute timings and Institute calendar. However, the L1 support will ensure its 24x7 basis support from its back office.
15. All the existing student and alumni records need to be migrated. It will be provided in Excel/db files by the institute.
16. If any new systems are deployed, necessary APIs to integrate it must be provided by the vendor.
17. A user manual and a technical manual shall be prepared by the successful bidder for the ERP.

18. The Priority of implementing the ERP modules should be as follows:

**Priority Modules**

**\* PHASE-1 MODULES**

- i) **Student Complete life cycle management**
- ii) **Employee (teaching and non-teaching) life cycle management**
- iii) **Digital document circulation**
- iv) **Letter tracking/ movement**
- v) **Mandatory compliance of regulatory bodies**
- vi) **Director and Administrative office facilitation**

**PHASE-2 MODULES**

- i) **ERP Web Interface (Website)**
- ii) **RTI Management**
- iii) **Grievance Management**
- iv) **Guest House Management**
- v) **House Allotment Management**
- vi) **Transportation Management**
- vii) **Infrastructure and Estate Management**
- viii) **Committee Management**
- ix) **Event Management**
- x) **Library Management**
- xi) **Health Centre Management**
- xii) **UGC HRDC (Academic Staff College)**
- xiii) **E-procurement/Tender management**
- xiv) **Website Development**
- xv) **Consultancy and Management Development Program**

## ANNEXURE - XIII

### Indicative workflow

Indicative brief workflow of the institute processes to be considered by all bidders to understand the nature, volume and process intricacies involved for implementation.

However the exact process and related details will be captured by the firm during blue print preparation phase and final implementation of the project, NITIE may ask the vendor to deliver, configure, deploy or make available the desired functionality or provide any other complementary module(s) as per the actual requirements of the institute.

#### **1. Role based Dash Board for all officials**

#### **2. Academic Branch**

##### **2.1 Admissions**

- i. All the admission forms for admissions to various courses in the Institute are submitted online.
- ii. Merit list for admissions to various courses are prepared by the concerned Departments/Director , IT Cell as per the following criteria:
  - a. On the basis of the merit of Entrance exam and no other weightage is given.
  - b. On the basis of merit of entrance Test (stipulated % marks) and qualifying exam (stipulated % marks) plus weightages as per rules.
  - c. On the basis of marks of Entrance Test (stipulated % marks), marks of qualifying exam (stipulated % marks) and marks of interview (stipulated % marks).
  - d. On the basis of merit of entrance test followed by group discussion and interview.
  - e. Merit determining by composite marks of the candidate in the entrance test (stipulated % marks) followed by group discussion and personal interview (stipulated % marks).
  - f. After qualifying for the admissions test final score chart will be made on the basis of qualifying exam plus weightages.
  - g. On the basis of qualifying exam plus weightages as per rules.
  - h. On the basis of merit of qualifying exam.

**\* (Any of the above mentioned points are subjected to change on the basis of government/ institutes' guidelines.)**
- iii.
  - a) For some of the courses online counseling may hold by the Director / designated academician / IT Cell.
  - b) For some of the courses offline counseling are held by the concerned departments.

- c) For some of the courses lists of selected candidates are displayed by the concerned departments.

iv.

- a) Admission notices for admissions to various courses may be published in the newspapers and will also be uploaded on the Institute website for wide publicity.
- b) All the application forms for admission to various courses are submitted through online mode.
- c) Admit cards for entrance exams are downloaded from NITIE's website.

## **2.2 Alumni**

This section will be discussed with Director, Alumni under respective stakeholders.

## **2.3 Convocation**

- a. Overall management: Related to General Branch.
- b. The Academic Branch: Protocol of members of E.C.(Executive Council), A.C. (Academic Council), Court.
- c. Request for the stay in Guest House: Relates to General Branch.

## **2.4 Training & Placement**

This section will be discussed with various designated teachers and HR.

## **2.5 Student Life Cycle**

Discussed under admission subsection (Refer 2.1)

## **2.6 Self Help Portals**

Self Help portals for the employees and students to be created

## **2.7 Syllabus**

- a. Display of syllabus on portal
- b. Archival of old syllabus to be maintained and old record to be uploaded
- c. Application for authenticated syllabus and payment collection online and approval of competent authority and dispatch
- d. Syllabus on webpage and pdf download
- e. Ordinance and its successive version maintenance with authentication.
- f. Syllabus and its version control are to be maintained and all of them should be available in the system.

## **2.8 Advertisement Publication**

Admission Notices and prospectus are sent to Director, IT Cell for uploading the same on NITIE's website. Necessary notifications and information are also uploaded by the Director, IT Cell on NITIE's website for wide publicity.

## **2.9 Students Training & Placement and Career Guidance**

Placement services module manages all the activities related to Students and Institute. It keeps track of the employer visits to the institute, their recruitment process, previous recruitment, employer's expectations etc.

### **2.10 Academic Module**

This module displays institute's course catalogue, allow online course registration, calculate class availability and allow advisors to communicate directly with students on course selection issues. Its features are:

- Student Data Management
- Attendance Management
- Time table Management
- Student Leave Management
- Student Discipline Management
- Student Feedback Management

### **2.11 Miscellaneous**

- a. Functions related to the Act/Statute of NITIE.
- b. Functions related to the scheme of examination.
- c. Appointments: HOD, Warden, Chairperson through process and role-based approval.

## **3. GENERAL BRANCH**

### **Infrastructure Management**

#### **3.1 Guest House**

- a. Online room booking.
- b. Aadhar Card based information required for booking.
- c. Payment is done online or offline in some cases after invoice generation.
- d. Separate Account in which payment of Guest House is received.
- e. Room status must be available dynamically and the current status should be restricted to the General Branch only.
- f. Online Approval for Lunch, Dinner in Guest House for functions (Post facto approval should also be there)
- g. Approval for all related functions of director is to be taken on file (to be put up electronically and Print out of e-request shall be taken by director office and paper approval from director and upload it on system.)

#### **3.2 House Allotment**

- a. General Branch has a function of Employee house allotment.
- b. House allotment to the employees:
  - Salary based category of House
  - Teaching and Non-Teaching category of House
  - Seniority based House allotment in a given category or another mentioned rule of joining.
- c. Final approving authority is director on recommendation of committee.

- d. Certain % of all houses is on Discretion of director.
- e. Status of all Houses through Report Generation.
- f. Notice to vacate the House is given by General Branch.
- g. Temporary allotment with approval of director.
- h. Vacation/possession report is given by Asset Management Branch to the General Branch.

### **3.3 Transport Management:**

- a. All Vehicles owned by NITIE
- b. Driver information database.
- c. Duty roaster of Drivers.
- d. All maintenance and certification maintained by General Branch.
- e. Bus with driver allotted by General Branch to Dean Students' Welfare and all maintenance is looked after by them.
- f. Official trip request, approval and related communication (Auto SMS trigger to driver and visitor) (Post facto approval facility in case of emergency)
- g. Approval/Rejection/By own car, if not allotted.

### **3.4 Convocation Management:**

- a. Director's direction for notice.
- b. Notice (Holiday, \_\_\_\_ ) prepared by General Branch
- c. Approved by Director.
- d. Phone bill receipt.
- e. Payment note sent to finance office, Finance issue notice/request to Cheque section, Cheque comes to General department and Cheque submitted.

### **3.5 Committee Management**

The members of various committees and creation of a new committee of NITIE is done through the recommendation of Director Office.

### **3.6 Event Management**

Detailed discussions are mentioned under DSW section.

### **3.7 Purchase, Store & Inventory Management**

This module automates the procurement and inventory part of the institute. The application is ought to have a three level of categorization of each item so that it can be distinguished well.

### **3.8 Miscellaneous**

- a. Possibility of e-Auction through this system to be explored. Functions related to the rental agreement of shops with negotiation facility, encrypted bidding and opening of bids with approval may also be explored as a part of this system.
- b. Open Space allotment / Shops allotment is year marked (Right of space allotment is given to General Branch)
- c. Agreement status and record.

- d. All kinds of Water, Electricity bill are managed by General Branch.
- e. Bill generation and information to pay department.
- f. Invoice generation of Retired Employees.
- g. Fixed Rent and water charges should be deducted directly from pay of Employee.
- h. Making provisions for leasing of assets.

## **4 RTI / Grievance Redress / Legal Cell & other grievances**

This was discussed with Director, Legal Cell under DSW.

## **5 LIBRARY MANAGEMENT**

### **5.1 Complete automation of Library and its resources**

- a. Old system data migration
- b. All Departmental libraries
- c. Database scheme to be taken from department
- d. All of the NITIE's records
- e. Recommendation of books from various departments for purchase
- f. Duplicity checking
- g. Purchase of book
- h. Classification of books
- i. Cataloging of books
- j. Circulation of books
- k. Administration module for library management
- l. Payment of fine on late submission
- m. Card Swipe for fine
- n. Student wise/teacher wise various entitlement
- o. Clearance of payment from library to be done finance and check
- p. Membership of library

### **5.2 Radio Tagging**

RFID & Biometric verification and making provision in Software.

## **6 Controller of Examination (COE-1)**

### **6.1 Conduct branch**

- a. Preparation of Exam schedule.
- b. Creation of the list of centres having the centre wise capacity (number of students who can give exam simultaneously).
- c. Centre list is being shared with the result branch.
- d. Requirement for the subject wise number of question papers is received from the Result Branch.

- e. Based on the requirement, question papers are created followed by the printing of questions papers.
- f. The request is made by the conduct branch for the appointment of the superintendent, deputy superintendent and observers. This request is approved at controller level.
- g. After the approval, list is shared with the respective departments.
- h. Superintendent prepares the day wise and session wise duty chart of invigilators and this data is shared with all the stakeholders.
- i. Each superintendent then shares the consolidated memo of their respective centre. Consolidated memo includes attendance sheets, seating plan, answer sheets of respective students, etc.
- j. The Unfair means records and stray case issues (like roll number not provided or any other issues) made simultaneously by invigilator, observer, and superintendent is shared with Controller of Examination office.
- k. Last day consolidated sheet having information like number of answer books consumed is shared with institute in the superintendent packet.
- l. For the conduct of Practical exam, a requirement is received from the concerned result branches and based on which the appointment of examiners is made.
- m. Practical Exam date sheet preparation and then the sharing of the sheet with the concerned department.
- n. Other processes for the practical exam are same like theory exam processes stated above.
- o. Appointment of external examiners in the required colleges for practical exams.
- p. Approval for examiners at controller level.
- q. Submission of practical records related to the exam and submitted to the conduct branch.
- r. Travel bills of practical examiners should be received online and then forwarded to the finance department.
- s. Panel of Examiners preparation by departments for each student, approval of the same panel by all the members of PGBOS in the Meeting and forwarding the duly approved panel to the Conduct Branch.
- t. Examiner submits the Evaluation report along with Remuneration Bill.

## **6.2 Secrecy branch**

- a. A list containing following heads is prepared: Name of class, semester, nomenclature, marks of paper, time duration of paper, identity number on the basis of centre statements received from result branches.
- b. Paper setter list is received from concerned department which is approved by the concerned department chairperson.
- c. Secrecy branch selects the paper setter and this information is to be sent automatically to the selected person along with the offer letter.
- d. Paper setter submits the bills to secrecy branch.
- e. Examiners Send the papers to confidential cell in the O/o Controller of Examination-I
- f. Question papers are sent to the Nodal Centres by the conduct branch.
- g. Scanning of title / front page of answer -books. (Image scanning title page, randomly code number allotment at two parts upper half and lower half so that upper half will be removed containing roll number for maintaining the secrecy of Roll number).
- h. Barcode generation.
- i. Evaluation is offline process but a set of copies (bundle) shall be assigned to the teachers through unique ID using which various notifications can be sent to the respective teachers and copies can be tracked.

- j. Award list received by secrecy branch.
- k. Automatic reminder and answer books evaluation tracking system (Class wise/Subject wise/Examiner ID wise).
- l. Theory Award are released and practical award are already in system.
- m. Awards are forwarded to result branch for result preparation.
- n. Unfair means data will be received from centres by the conduct branch.
- o. Complain Committee for objections: Online complain by students are received by secrecy branch and then forwarded to department. Department can refer to complain committee.

### **6.3 Re-evaluation branch**

- a. Online Request from students along with fee. (Specified time duration for request from the date of upload of result on portal).
- b. Dashboard for re-evaluation containing the date of the student after entering some basic data from student.
- c. Student can fill some basic details and other details will be picked automatically.
- d. Student can request for re-evaluation subject wise.
- e. Request / Requisition sent to the secrecy branch.
- f. Only requisition details will be visible. (Details – name, roll number, code, etc.)
- g. Answer books sent to re-evaluation branch from secrecy branch. (Along with the details of the previous evaluator).
- h. Answer books are sent to the Re-evaluation centres/Re-Evaluations.
- i. Tracking of answer books.
- j. Award list to result branch. If result changes, then revised mark sheet is provided to the student.
- k. To generate re-evaluation register automatically on the basis of receipt of Re-evaluation forms.
- l. To generate various reports relating to the Re-evaluation cases.
- m. To generate complete fee receipt details.
- n. To prepare Re-evaluation case(s) to be sent to Result branch(es) after completion of Re-evaluation process.
- o. To prepare No change letter after Re-evaluation.

## **7 Controller of Examination (COE-2)**

### **7.1 Registration section**

- a. Details of the Admitted student shared with them.
- b. Respective documents of the provisionally admitted students are verified for their eligibility.
- c. If eligible, unique number called registration number is issued to student.
- d. Functions related to Intercollege and inter-university migration similar to verifications of the document.
- e. Login details for the students. If eligible, then registration number, if any issue/ reason of discrepancy/denial shall be shown on the portal.
- f. Update of old records. Excel csv format available with NITIE.
- g. Change of course during first year session, if seats are available.
- h. Should have the ability to cancel the status of the admitted students which is done due to oversight or any other mistake.

- i. Various reports under different heads (College wise, head wise, class wise, category wise etc. students report).

**a). At student Level**

1. Provision for generating unique Log in ID and Password for the students.
2. Provision for showing eligibility condition for the course to which candidate wants admission (to be provided by Academic Branch)
3. Provision for selecting Board /University from the list (to be provided by the Academic Branch)
4. Provision for online depositing various fees due against the student to be deposited in NITIE.

**b). At College Level:**

- A. Provision for uploading Sanctioned intake of various courses allotted to NITIE (to be provided by NITIE itself).
- B. Provision for uploading the schedule of various fees to be received at the time of uploading the Registration Return.
- C. Schedules of late admission fee, late migration fees, various fees, professional courses are to be uploaded
- D. Uploading Registration Return of admitted students (Through excel file/individual).
  - a) Uploading Registration Return of fresh students yet to be registered course wise.
  - b) Uploading data of students already registered with this institute course wise.
    - a. Comparing the imported data with the old record according to Registration No. 2
    - b. If the data mismatch against same registration no., make a check to upload and show the original data. Option be given to replace or not.
    - c. Main data (particulars at the time registration) may not be replaced.
  - c) Provision for making check for uploading of duplicate data in the same session except certificate course.
  - d) Provision for not uploading the Registration Return without Registration No. in 1st year/2nd year for already registered students.
- E. Provision for shifting of students from one course to another course and increase/decrease of vacant seats in concerned courses accordingly.
- F. Provision of uploading the scanned documents of the students.
- G. Provision for showing of uploaded data by the college.
- H. Provision for showing Registration Number/ Discrepancies of the students admitted in the college.
- I. Provision for showing the letters/notifications issued by Registration Branch.

**c). At Institute Level:**

- 1) Class codes, department codes, department abbreviations, old records of students to be uploaded.

- 2) Provision for checking eligibility online.
  - i. Provision for correction in particulars at the time of checking eligibility.
  - ii. Provision for marking deficiency at the time checking eligibility.
  - iii. Provision for sending SMS/email regarding deficiency to concerned student as well as to college.
  - iv. Provision for receiving fee for making corrections in particulars after three months of SMS/email to student/college.
  - v. Provision for allotment of Registration no. and creation of Registration Card after making the student eligible and the same may be sent to the concerned student/college through SMS/mail.
  - vi. Provision for converting eligible to ineligible if made eligible by mistake.
  - vii. Provision for showing requirement of Migration Certificate from the student who is already registered but migrated.
  
- 3) Removing of Discrepancies:
  
- 4) Provision for withholding of Examination Roll Nos. until the discrepancy is removed by the concerned department/student.
  - (i) Provision for issuing Examination Roll Nos. of 1st Sem. Examinations in special case allowed by the authority.
  
- 5) Provision for providing various information for office purpose:
  - i. Hard copy of Registration Return.
  - ii. Various information regarding students: session wise, college wise, class/semester wise, male-female wise, category wise etc.
  - iii. Head wise, college wise and date wise fee details collected by NITIE.
  - iv. Preparation of Demand & collection register, name correction, interuniversity/inter college migration fee register, Miscellaneous fee register etc.
    - 1). Individual User ID(s)/Login(s) for Department(s)/College(s).
    - 2) Creation of various requisite forms for the online submission of data related to registration through Colleges/Departments.
    - 3) Online submission of registration fees.
    - 4) Setup of masters for setting the rules regarding the verification and Registration viz. eligibility checks, list of fake/eligible Boards/Universities etc.
    - 5) Automatic eligibility checking for different courses.
    - 6) Follow up letters to Colleges/Departments regarding ineligible candidates.
    - 7) Provision for dissemination of information pertaining to registration confirmation to the clients.
    - 8) Provision of registration log-book for multiple attempts in one examination.
    - 9) Stages of termination of registration and final call.
    - 10) Generation of Registration No(s).
    - 11) Generation of various reports like:
      - i. Migration Certificate.
      - ii. Retrieval and restoration of registration no. using other fields like name, father name, session and course name etc.

- iii. Mapping of Registration No. with roll no(s).
- iv. Any other report as per the requirements.

## **7.2 Result section.**

- a. Preparation of Eligible students list.
- b. Online application for examination and collection of exam fee.
- c. Roll number allotment.
- d. List of the centre is shared by the examination conduct section of COE-1 and centre allocation to the students as per submitted list is done by the result section of COE-2
- e. As per seat allocation of various stream/ branch/ course in various centre, requirement of the number of question papers is shared by the result section of COE-2 to the examination conduct section of COE-1
- f. Signature of list of students to be available at the centre for the centre superintendent. Confidential list containing details of the students and their subject, their centres. Facility to upload the signature document with the attendance by centre superintendent
- g. Absentee statement. Based on the signature chart received from the centre.
  - ii. Online portal to the centre superintendent for the inputs like absentee list (check box) option.
- iii. Adhoc grace pass from institute.
- iv. Unfair means student list from examination conduct section of COE-1.
- v. Fee defaulter list from account section only for private and distance students. (Fee can be taken online for rectification of this problem or this section must have access to this detail without having dependency on accounts section.)
- h. Excess award (wrong roll number written and roll number does not exist) and duplicate award (roll number written wrong and it get duplicated with another roll number).
- i. RLA – result late for awards.
- j. DMC – details mark card.
- k. Private student – registration. (Private students have only some categories like ex-army man, etc.).
- l. Centre change provision with fees as per defined rules of NITIE.
- m. Scrutiny of re-evaluation result

### **a. Pre-Examination work:**

1. Creation of up-to-date master database(s) for the Departments, Courses, Schemes (Absolute marking and CBCS based), Subjects, Sessions, Notices, subject-combination(s) etc.
2. Individual User ID(s)/Login(s) for Students/Department/Colleges/Faculty.
3. Facility for online submission of form(s), allotment, generation and printing of Roll no(s), Centre wise range allotment, Centre allotment, Signature chart, Confidential pasting, roll no. series, follow up letter for non-received hard copy of forms (individual and institutions).
4. Provision for marking online attendance of the students at the examination centres.
5. Facility of the services of Transactional SMS (s) and E-mail(s) at various stages, OTP(s) for communication with students and colleges etc.
6. Mobile Applications for keeping the students up-to-date with the day to day activities related to examinations.

7. Provision for Online submission of various fee- Examination fees, Subject Change fee, RPF fee, penalty charges for late submission of Internal Assessments/Practical Awards
8. Provision for change of examination centres by paying the prescribed fee.
9. Creation of various forms like: Required for the creation of master tables, Examination Application forms for regular students/Private/Distance Education/Ex-students, Forms for carrying out editing in students' personal and examination related credentials and other forms as per the requirements of NITIE.
10. Generation of various reports like:
  - i. Roll no. wise, Centre wise, Department Wise, Course wise student list.
  - ii. Student Checklist.
  - iii. Centre Statement.
  - iv. Class wise centre statement.
  - v. Question paper print order.
  - vi. Centre wise question paper packing list.
  - vii. Centre wise confidential list cum signature list.
  - viii. Statistical information of the enrolled candidates
  - ix. Any other report as per the requirements.
  - x. Class wise range of Roll No.
  - xi. Financial statement college wise, class wise, student wise, session wise, date wise, student type wise (Regular/Reappear etc.) etc.
  - xii. Various admin level reports for monitoring day to day activities like pendency of forms, fee, Internal Assessments /Practical Awards at various colleges etc.
  - xiii. Generation of auto reminders to be sent to colleges and students.
11. Generation of data into excel form in a pre-specified format.
12. Generation of admit cards with date sheets.
13. Separate signature chart for practical examinations.
14. Facility for scheduled backups.
15. Provision for Audit Trails and log tables of users and its view.

#### **b. Post-Examination work**

1. Creation of various forms like:
  - i. Online/Offline Marks entry including internal assessments, practical and external awards, Re-evaluation forms, UMC form, Ad-hoc grace, deletion/editing of forms/sr. no of DMC(s).
  - ii. Result withheld form for non-eligible colleges and students.
2. Uploading of awards, absentee statement and fee defaulter list.
3. Provision of dissemination of information pertaining to fee default to the candidate.
4. Provision for segregation of excess awards in order to identify the discrepancies viz. duplicity of roll no., wrong subjects etc.
5. Facility for direct import of files (in any specified format .XLSX, .DBF,.CSV etc. ) in context of External Theory awards, Online feeding by the faculty/examiner and manual feeding by the employees of NITIE.
6. Generation of various reports like:
  - i. Login details, Award list, Award Check list, Abbreviation list.
  - ii. Result sheet.
  - iii. Result Gazette(s) in abstract and detailed formats.

- iv. Merit list, Subject wise topper, Course wise toppers, Pass Percentage(s), Division Report.
- v. Analysis Report, Pending results report, Report of the declared results date-wise, Re-evaluation Report(s).
- vi. Excess awards/ Double awards reports.
- vii. Fee details of the Private and Ex-students (Demand Sheet)
- viii. Printing of Detailed Marks Card(s), Printing of Degree(s).
- ix. Generation of reports in .pdf or.xls format so that they may be uploaded on NITIE's Website.
- x. Total Number of students registered in a particular course and Statistical information of the registered students of a particular course.
- xi. Creation of up-to-date master database (s) for the Examiner(s).

### **7.3 Certificate section.**

The documents which are issued from Certificate Section, NITIE are:

1. Reissue of DMC/Degree
2. Provisional Degree
3. Transcript/Verification.

In the light of the above, following processes of the Certificate Section can be computerized:

1. Receiving of online forms and fee for duplicate DMC(s)/degrees, transcripts and verifications.
2. Provision for generation of various reports like duplicate DMC(s)/Degrees/Transcript/Verification in the prescribed format of the Certificate Section.
3. Generation of admin level reports for monitoring the day-to-day activities related to the software viz. list of pending applications, financial statements etc.
4. Provision for providing the requisite academic documents through online mode to the quarter concerned.
5. Providing facility for sending SMS(s) and email(s) to the applicants in case of discrepancies or acknowledgements etc.
6. Creation of login accounts for the students and employees of the Certificate Section and providing authorization and access as per their roles.
7. Providing facility for auto backup.
8. To explore the feasibility of linking of the digitized/scanned data of old result sheets of NITIE in order to utilize it for the generation of reports through ERP.

### **7.4 Digital Locker & NAD data integration provisions**

The application of digital locker was discussed with COE-I. The discussions concluded for making provisions to implement digital locker as and when.

#### **National Academic Depository (NAD) –**

It is an initiative of the Government of India, facilitated by MHRD, is a national online database setup to hold academic certificates issued by the Academic Institutions (AI) in an electronic form. The functionality

of NAD and DigiLocker is same; therefore, the NITIE in its various meetings decided to follow NAD or DigiLocker. Therefore, in order to upload the data on the NAD or digilocker portal, provision for generation of various reports in a prescribed format may also be made. These reports are required for verifying the student's examination data and uploading the same on the NAD or digilocker portal. The requisite formats for the reports shall be made available at a later stage

**Note: A document having detailed scope of work of various branches of COE-2 will be shared in addition to the above discussion.**

## **8 Health**

- a. System must have functionality of capturing data through smart card of employee/ registration number of a student at reception level.
- b. Assigning the patient to the particular doctor at reception and information must flow dynamically at an instant to the respective doctor.
- c. Laboratory report format (SMS Notification to the patient)
- d. Generation of referral slip (Logic of generation such as not more than a slip in a week to be maintained)
- e. Medical bill reimbursement (Online apply)

## **9 HR & Establishment**

### **9.1 Recruitment to Retirement**

The entire process from recruitment to retirement of an employee to be maintained through a self help portal, discussed in detail as below:-

- a. Maintaining of roaster for teaching (200 point) and non-teaching staff (100 point).
- b. Recruitment of the staff. Current status is apprised and put-up by the dealing hand and approved by the Chairman/Director.
- c. Maintaining employee details and service book
- d. Processing of ACR/APR of all employees as received from the respective department.
- e. Maintenance of the leave record which is to be automated.
- f. Application of the loan routed through HR for verification purpose after automation it can be directly sent to the finance as all details are already there in the system for the verification.
- g. Manage employee separations along with asset checks (NOC from all the departments for separation / NOC from other departments such as vigilance for other various reasons such as passport)
- h. Issuance of notice/transfer orders and all other official communication to employees as well as students through system only.
- i. Maintenance of seniority list as per rules of the institute and automatic notification before scheduled time of DPC.
- j. Display of HR policies/ Employee rules on their portal for ready reference to all the employees.
- k. Leave application and Management system (Management of different rest days in the shift duty)
- l. Travel and other claims of the employees
- m. Manage and track all the trainings undergone by the employees and Capture feedback for all trainings attended
- n. Internal enquiry/ disciplinary enquiry Management system.

- o. Court cases management

### **9.2 File / Letter tracking system and Digital Document Circulation**

The tracing of physical movement of letter / file should be available on the portal of concerned employee.

### **9.3 Temporary deployment of personnel's for various emergency services**

**Note: A document having detailed scope of work of HR will be shared later.**

## **10. Dean Student Welfare (DSW):**

### **10.1 DYC, Sports, NSS & NCC**

- a. Department has various functions such as Youth and cultural affairs, NSS, Sports, NCC, Youth Red Cross.
- b. Above said department is headed vide different hierarchies such as director, program counsellor and various co-coordinators.
- c. Various fees at a time of admission submitted by the colleges against the above said facilities (such as Youth and cultural affairs, NSS, Sports, Alumni associations, NCC, RTI, Youth red cross) which is received and disbursed by finance in the different accounts of the respective branch and to be managed by them only.
- d. Report generation format and fees pending status of each fees head.
- e. prize money disbursement and monitoring in case of each departments and various reports
- f. Automation in communication with affiliated colleges through notice board mechanism.
- g. Affiliated colleges must be provided the format in which they can upload the various data related to function and events/ camps and report must be readily available in form of dash board.
- h. Management of FDs of the various funds and reports thereof with important timelines.
- i. Online utilization certificate submission.
- j. Online enrollment for various Camp/ events management and their reports thereof.
- k. Booking of various venues as per authorization and approving mechanism.
- l. File and receipt tracking.
- m. Linking of various fees with the registration return and parallel information sharing with finance and respective department.
- n. Structuring of various committees for various events and online report submission facility.

### **10.2 Alumni**

Alumni data base management, Alumni funding management/ Communication with Alumni, Old Alumni management and Department wise alumni data base etc.

### **10.3 RTI / Grievance Redressal**

- a. First appellate with RTI Reference (Unique letter number generation under various heads for reporting)

- b. Flagging should be done within prescribed days before expiry of last date in case of RTI

## **11 Regulatory Bodies/Requirements :**

UGC/ AICTE/ NCTE/ NIRF/ NAAC/ NBA/ AISHE/ RUSA/ PCI/ RCI/ Sports Council etc

## **12 Estate and Asset Management:**

- Empaneled vendor data base.
- Tracking of various project timelines with fund record.
- Online measurement book and billing management.
- Inventory management.

## **13 Complete Automation of Institute's departments (Campus Maintained)**

## **14 Consultancy and Management Development Program**

## **15 Hostel Management System**

This module automates all the procedures related to hostel, room's information, student information, accounts, payment tracking, a list of hostlers and day-scholars to be generated at any moment of time.

## **16 Collaboration platform and Email sign on integration**

### **16.1 Collaboration platform**

This module enables faculty staff and students with the platform to make formal / informal communication, announcements to start discussion threads. Its feature includes:-

- Create announcement messages
- Select target audience: faculty, students, staff, batches, single, group, all
- Select appropriate medium: SMS, Email, Job Tray Alerts and others.

### **16.2 Email & Sign on integration**

Setting up a dedicated email account (NITIE domain) on office 365 or any other freeware mailing server for NITIE users and integration with ERP/MIS using Active directory or any other tool enable Single Sign-On

## ANNEXURE – XIV

### Bank Guarantee towards Bid Security (EMD)

Bank Guarantee No. \_\_\_\_\_

To,  
Chief General Manager (DES)  
EdCIL (India) Limited  
EdCIL House, 18 A, Sector-16 A NOIDA – 201301 (U.P.), India

WHEREAS..... (HERE IN AFTER CALLED "THE BIDDER") HAS SUBMITTED ITS BID DATED .....(DATE) IN RESPONSE TO THE RFP NO:..... FOR **REQUEST FOR PROPOSAL TO STUDY/ANALYSIS, DESIGN, DEVELOPMENT, CUSTOMIZATION, SUPPLY, CONFIGURATION, OPERATION, ROLLOUT AND REGULAR UPDATE/ UPGRADATION & MAINTENANCE OF CLOUD BASED (ERP) PORTAL FOR NITIE**, (HERE IN AFTER CALLED "THE BID")

KNOW ALL MEN by these presents that We ..... having our registered office at..... (hereinafter called the "Bank") are bound onto EdCIL India Limited, Noida (hereinafter called "EdCIL") in the sum of ..... for which payment well and truly to be made to the said EdCIL (India) Ltd. itself, its successors and assignees by these presents.

The conditions of these obligations are:

1. If the Bidder withdraws its Bid during the period of Bid validity or
2. If the Bidder, having been notified of the acceptance of its Bid by EdCIL (India) Ltd. during the period of Bid validity:
  1. fails or refuses to execute the Agreement form if required; or
  2. fails or refuses to furnish the performance security, in accordance with the Bid requirement

We undertake to pay EdCIL (India) Ltd. up to the above amount upon receipt of its first written demand, without EdCIL (India) Ltd. having to substantiate its demand, provided that in its demand EdCIL (India) Ltd. will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to (Date) and any demand in respect thereof should reach the Bank not later than the above date.

Dated: the Day of

for (indicate the name of bank)  
Signature of Banks Authorized official  
Witness (Name) \_\_\_\_\_  
Designation with Code No. -----  
1 Full Address-----

## ANNEXURE-XV

### PERFORMA FOR DECLARATION

#### PERFORMA FOR DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE, 2016

Tender No. : ..... Name of Work: ..... Bidder's Name :

I/ We, M/s. \_\_\_\_\_ declare that:-

- a) I /We am / are not undergoing insolvency resolution Process or liquidation or bankruptcy proceeding as on date.
- b) I /We am / are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per Details mentioned below. (Attached detail with technical bid)

Note: Strike out one of above which is not applicable.

It is understood that if this declaration is found to be false, EdCIL (India) Ltd. shall have the right to reject my / our bid, and forfeit the EMD, if the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including holiday listing) available to EdCIL (India) Ltd.

Place: Date: Signature of Bidder Name of Signatory

# Financial Bid

## Instructions to Bidders

1. Financial Bid shall be submitted with full price details.  
Financial Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates provided in the tender document. Price bid should not have any Commercial and/or Technical stipulation.  
Financial Bid Standard Forms (**Form-1**) shall be used for the preparation of the price quote according to the instructions provided.
2. The prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
3. The changes displayed in the corrigendum/addendum to the bid documents, particularly with the financial bid should be attached with the **Financial Bid Submission Form**, in the same packet, duly signed and stamped by the authorized signatory of the Bidder firm.
4. The financial bid should be filled in all respect and uploaded in “.PDF” format (only) duly signed and sealed by the authorized representative. In case, the financial bid documents are not complete in all respect the same should be treated as incomplete at financial bid stage and shall be considered non-responsive.

## Financial Bid Submission Form

To:

**CGM (DES),  
EdCIL (India) Limited,  
EdCIL House, 18A, Sector- 16A,  
NOIDA- 201 301 (U.P)**

Dated: \_\_/\_\_/2021

Dear Sir,

We, the undersigned, offer to provide **“Study/Analysis, Design, Development, Customization, Supply, Configuration, Operation, Rollout and Regular Updation/ Upgradation & Maintenance of Cloud based (ERP) portal for NITIE”** In accordance with your request for proposal dated \_\_/\_\_/2021 and certify that no terms and conditions have been stipulated by us in the Financial Bid.

Our attached Financial Bid is for the amount of \_\_\_\_\_ *[Indicate the corresponding to the amount(s), currency (ies) {Insert amount(s) in words and figures}]*.

Please note that all amounts shall be the same as in Form-1. Our Financial Bid shall be binding upon by us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Proposal.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail:

Form-1  
**FINANCIAL BID**

**A. License Cost**

S. No	Particulars	Cost (In Rupees) (Exclusive of Taxes)	Any other prevailing tax/Duty	GST (in Rs.)	Total Price
1.	Perpetual License Cost				

**B. Implementation Cost**

Implementation Cost					
S. No	Particulars	Cost (In Rupees) (Exclusive of Taxes)	Any other prevailing tax/Duty	GST (in Rs.)	Total Price
1	SRS and FRS document Submission with Gap Assessment				
2.	(i). Phase-1: Design, Development, Implementation of ERP (ii). Analytic Engine to provide data on Dashboards for Various Phase-1 modules of ERP. (iii). Testing, Debugging (UAT) of Phase-1				
3.	(i).Phase-2: Design, Development, Implementation of ERP (ii).Analytic Engine to provide data on Dashboards for Various Phase-2 modules of ERP. (iii). Testing, Debugging (UAT) of Phase-2				
4.	Security Certification (Security Audit by CERT-IN or STQC)				
<b>(B) = Total Implementation Cost</b>					

Note: \*

- (i) The system will be deployed on cloud based at level three data center and will be accessible over secure connections from other remote sites as well.
- (ii) The cost of hiring the cloud with OS and associated software components needed to run application (with appropriate numbers of virtual machines and dynamic allocations to

optimal peak time performance, storage and data backup plan along with disaster management provision), Security solutions, optimally maintaining it and ensuring it's 99.75% uptime/availability will be the responsibility of the solution provider.

- (iii) Application response time must also be optimally designed and maintained by the solution provider.

### C. Annual Maintenance Cost

<b>AMC Cost</b>					
S. No	Particulars	Cost (In Rupees) (Exclusive of Taxes)	Any other prevailing tax/Duty	GST (in Rs.)	Total Price
1	AMC Cost for a 1 <sup>st</sup> Year after expiry of implementation and 01 year of warranty (handholding) period				
2	AMC Cost for 2 <sup>nd</sup> Year after expiry of implementation and 01 year of warranty (handholding) period				
<b>(C)=Total AMC Cost for a period of Two years</b>					

### D. Total Project Cost for a Period of Three (1 + 2) Years (Inclusive of taxes) = (A)+(B)+(C)

### E. Other Miscellaneous Charges\*:

<b>Miscellaneous Charges*</b>					
S. No	Particulars	Cost (In Rupees) (Exclusive of Taxes)	Any other prevailing tax/Duty	GST (in Rs.)	Total Price
1	Optimum SMS Gateway Charges	Cost per 10,000 Messages			
<b>Note*: Miscellaneous charges quoted in the financial bid shall not be taken into account for calculation of successful bidder and shall be payable as on actual usages by the university. However, it depends on the sole discretion of NITIE to accept or reject these miscellaneous charges.</b>					

**Note:**

1. The firm have to place adequate number of resources on NITIE campus for day to day maintenance; bug fixing and smooth running of ERP during the entire period of AMC (please refer to scope of work clause no. 8 for deciding this numbers of resource).
2. Total AMC cost must include the refresher training twice in a year as a lump sum cost estimated on the basis of component B of financial bid.
3. The cost of hiring the cloud with OS and associated software components needed to run application during AMC (with appropriate numbers of virtual machines and dynamic allocations to optimal peak time performance, storage and data backup plan along with disaster management provision), Security solutions, optimally maintaining it and ensuring it's 99.75% uptime/availability will the responsibility of the solution provider.
4. **No other charge shall be paid except the ones mentioned in Financial Bid.**