



Response to Pre-Bid Queries

Basis queries received from bidders and discussions held during pre-bid meeting on 27.02.2019, the changes and additions against RFP Ref No - NFL-537 Dated 07/02/2019 are as below:



Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
1	3	Volume - III, Appendix A	The scope of work includes customized reports, workflows, user exits, enhancements, interfaces, forms and customization to meet the business requirements of NFL and RFCL. It is estimated that the requirement of RICEFW objects shall be in the region of 500 objects for each (NFL and RFCL). The successful bidder shall perform this work based on the specific requirements of NFL and RFCL, as established during the design phase of the implementation project. Listed below are some of the reports required for NFL and RFCL as per Functional Requirement Specifications but not limited to:	Reporting Requirements The scope of work includes customized reports, workflows, user exits, enhancements, interfaces, forms and customization to meet the business requirements of NFL and RFCL. It is estimated that the requirement of RICEFW objects shall be in the region of 500 objects for each (NFL and RFCL). The successful bidder shall perform this work based on the specific requirements of NFL and RFCL, as established during the design phase of the implementation project. Listed below are some of the reports required for NFL and RFCL as per Functional Requirement Specifications : <i>As per RFP</i>		No clarification sought on the clause, so no action required.
2	3	NIT Volume III, Appendix A, Reporting Requirements	The scope of work includes customized reports, workflows, user exits, enhancements, interfaces, forms and customization to meet the business requirements of NFL and RFCL. It is estimated that the requirement of RICEFW objects shall be in the region of 500 objects for each (NFL and RFCL). The successful bidder shall perform this work based on the specific requirements of NFL and RFCL, as established during the design phase of the implementation project. Listed below are some of the reports required for NFL and RFCL as per Functional Requirement Specifications but not limited to:	It is estimated that the requirement of RICEFW objects shall be in the region of 500 objects for each (NFL and RFCL).	Our understanding is that the RICEFW objects list should be based on the gaps between the functional requirements in volume 2 and COTS ERP functionality. Please specify whether we need to consider efforts for 500 objects or the gaps that have been identified. e.g. For reports, some of the reports will be out of box and may not require custom development	Number of RICEFW defined are for the customizations, wherein out of box solution is not available
3	5	FRS, Section 1.1, Financial Accounting, Sr. No. 1.22	The system shall support the following types of journal: -Accrual journals on Program basis.	The System shall support the following type of journal:- Accrual journal on program basis	Please explain what is meant by program basis	User should be able to define the schedule as and when required for journals
4	12	FRS, Section 1.1, Financial Accounting, Sr. No. 2.27	It should be possible to run payment lists for specific vendor types.	It should be possible to run payment lists for specific vendor types	Please explain what is meant by payment list	Payment run for selected vendors types
5	12	FRS, Section 1.1, Financial Accounting, Sr. No. 2.28	It should be possible to run payment lists for specific banks.	It should be possible to run payment lists for specific banks	Please explain what is meant by payment list for banks	Payment run for selected banks
6	13	Volume 1, Schedule of Tender	Bid submission end date Date: 18.03.2019 and Time: 02.30 PM (IST) (Through online mode only)	Bid submission end date Date: 18.03.2019 and Time: 02.30 PM (IST)	The scope of the project is quite large, we require more time to study and prepare a comprehensive proposal, thus requesting you to extend the timeline for submission of bid for further 2 weeks	NIT Clause shall prevail
7	16	FRS, Section 1.1, Financial Accounting, Sr. No. 3.4		System should have provision to define the govt. receivables as customer wise/product wise also.	Please explain what is meant by govt. receivable as customer wise.	Subsidy issued by Govt to NFL and RFCL
8	17	j	All electronic bids submitted during the e-tender process shall be legally binding on the bidders. Bid offered by the bidder and acceptance of the same by NFL & RFCL will form a binding contract between NFL & RFCL and the bidder for execution of work. Such successful bidder (system integrator) shall be called hereafter contractor.	All electronic bids submitted during the e-tender process shall be legally binding on the bidders. Bid offered by the bidder and acceptance of the same by NFL & RFCL will form a binding contract between NFL & RFCL and the bidder for execution of work. Such successful bidder (system integrator) shall be called hereafter contractor.	All electronic bids submitted during the e-tender process shall be legally binding on the bidders. Bid offered by the bidder and acceptance of the same by NFL & RFCL will <b>form an intention to enter into</b> a binding contract between NFL & RFCL and the bidder for execution of work. Such successful bidder (system integrator) shall be called hereafter contractor.	NIT Clause shall prevail
9	17	m.	No deviation in the terms and conditions of the tender document is acceptable. Submission of the bid in the e-tender by any bidder confirms his acceptance of terms & conditions of the tender.	General Terms for Bid No deviation in the terms and conditions of the tender document is acceptable. Submission of the bid in the e-tender by any bidder confirms his acceptance of terms & conditions of the tender.	Pls allow Bidders to submit deviations with proposal	No material deviation will be allowed as per NIT clause 1.41 (iv)
10	17	o	Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein as well as in the tender document.	Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein as well as in the tender document.	The order should be governed by the terms of the tender document only. There should not be separate terms mentioned in the order.	NIT Clause shall prevail
11	18	Instructions: point No.6	The validity of the bids shall be for 180 days from the tender opening date.	Instructions The validity of the bids shall be for 180 days from the tender opening date.	The validity of the bids shall be for <b>30</b> days from the tender opening date.	NIT Clause shall prevail
12	19	9	The bidder shall quote their rates with reference to each item of annexure, schedule of rates and shall quote total cost of the package. In case if any deviation is found in total contract price mentioned by the bidder in the price bid, the total contract value arrived at by using the unit rates shall be considered by NFL & RFCL for the purpose of evaluation of bids. The bidder shall also confirm in the techno-commercial bid that the unit rates quoted in the price bid are inclusive of all costs and no separate cost shall be considered.	Instructions The bidder shall quote their rates with reference to each item of annexure, schedule of rates and shall quote total cost of the package. In case if any deviation is found in total contract price mentioned by the bidder in the price bid, the total contract value arrived at by using the unit rates shall be considered by NFL & RFCL for the purpose of evaluation of bids. The bidder shall also confirm in the techno-commercial bid that the unit rates quoted in the price bid are inclusive of all costs and no separate cost shall be considered.	The bidder shall quote their rates with reference to each item of annexure, schedule of rates and shall quote total cost of the package. In case if any deviation is found in total contract price mentioned by the bidder in the price bid, the total contract value arrived at by using the unit rates shall be considered by NFL & RFCL for the purpose of evaluation of bids. The bidder shall also confirm in the techno-commercial bid that the unit rates quoted in the price bid are inclusive of all costs and no separate cost shall be considered. <b>Any increase or decrease in the applicable taxes, duties or any new levies on account of changes in law shall be to the account of NFL &amp; RFCL.F6</b>	No Change. Refer NIT clause 1.28 Taxes and Duties
13	19	II	EMD shall be forfeited at the sole discretion of NFL & RFCL in case bidder after having submitted the tender withdraws the same or changes the quoted prices or terms and conditions within the period of its validity or after intimation from NFL & RFCL of the acceptance of his tender wholly or partly refuses to accept the tender in full or part or changes any of the conditions of the tender.	EMD shall be forfeited at the sole discretion of NFL & RFCL in case bidder after having submitted the tender withdraws the same or changes the quoted prices or terms and conditions within the period of its validity or after intimation from NFL & RFCL of the acceptance of his tender wholly or partly refuses to accept the tender in full or part or changes any of the conditions of the tender.	<b>The bidder be allowed to submit deviations. And, in case the deviations (submitted by the successful bidder) are not acceptable to NFL/RFCL, the bidder be allowed to withdraw from the tender process without any sanctions (financial or otherwise) imposed on such bidder by NFL/RFCL such as, but not limited to, forfeiture of the bidder's EMD.</b>	NIT Clause shall prevail
14	20	10. Earnest Money Deposit (EMD), Point No. 13	13. Bidder shall certify that none of NFL & RFCL's ex-employee is employed with them (In case any ex-employee of NFL & RFCL is employed furnish details separately). 14. Bidder shall certify that none of the Employee of NFL & RFCL is related to owner/director of the firm/company (In case of any relationship furnish details separately).	Bidder shall certify that none of NFL & RFCL's ex-employee is employed with them (In case any ex-employee of NFL & RFCL is employed furnish details separately). 14. Bidder shall certify that none of the Employee of NFL & RFCL is related to owner/director of the firm/company (In case of any relationship furnish details separately).	13. Bidder shall certify that none of NFL & RFCL's ex-employee employed with them is <b>directly involved in preparation of the bidder's proposal (To be added) (In case any ex-employee of NFL &amp; RFCL is employed furnish details separately) [Please delete this line].</b> 14. Bidder shall certify that none of the Employee of NFL & RFCL is related to owner/director of the firm/company (In case of any relationship furnish details separately). [Please delete point 14]	NIT Clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
15	20	Make Good Of Any Losses / Damages	Make Good Of Any Losses / Damages It is understood by the contractor that in the event of any losses / damages caused to NFL & RFCL due to the reasons whatsoever within his control and the same losses / damages are approved by NFL/RFCL, the system integrator has to make good all the consequential damages / losses to NFL & RFCL without any protest and demur. The damages / losses shall be apart from other claims / damages to which NFL & RFCL is entitled under the contract or in the course of law.	Make Good Of Any Losses/ Damages It is understood by the contractor that in the event of any losses / damages caused to NFL & RFCL due to the reasons whatsoever within his control and the same losses / damages are approved by NFL/RFCL, the system integrator has to make good all the consequential damages / losses to NFL & RFCL without any protest and demur. The damages / losses shall be apart from other claims / damages to which NFL & RFCL is entitled under the contract or in the course of law.	<b>Bidder requests deletion of the clause.</b>  <b>Also, under Section 73 of the Indian Contract Act, bidder is to be made liable for only direct losses and indirect along with consequential losses are excluded.</b>	NIT Clause shall prevail
16	21	Indemnity	Indemnity The system integrator shall indemnify NFL & RFCL and keep indemnified for any loss or damage, cost or consequences that NFL & RFCL may sustain, suffer or incur on account of violation of patent, trademarks and any other laws etc. by the bidder. The system integrator shall always remain liable to NFL & RFCL for any losses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) suffered by NFL & RFCL due to any technical error or negligence or fault on the part of the bidder, and the bidder also shall indemnify NFL & RFCL for the same. The total liability of the selected bidder under this clause and contract shall not exceed the total contract value for respective company (NFL/RFCL).	Indemnity The system integrator shall indemnify NFL & RFCL and keep indemnified for any loss or damage, cost or consequences that NFL & RFCL may sustain, suffer or incur on account of violation of patent, trademarks and any other laws etc. by the bidder. The system integrator shall always remain liable to NFL & RFCL for any losses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) suffered by NFL & RFCL due to any technical error or negligence or fault on the part of the bidder, and the bidder also shall indemnify NFL & RFCL for the same. The total liability of the selected bidder under this clause and contract shall not exceed the total contract value for respective company (NFL/RFCL).	Please restrict indemnity to the following -  1. Infringement of patent, trademark and copyright attributable solely to the services rendered by the bidder. 2. Violation of Laws attributable solely and directly to the bidder.  <b>Also, please carve out a liability cap expressly disclaiming liability (for both parties) for indirect, consequential and remote losses. Liability limit for the bidder be defined as follows -</b>  <b>The aggregate liability of the bidder, under this Agreement, for both RFCL and NFL, irrespective of the type of claim, be it tort, indemnity or legal theory, should not exceed the consideration received by the bidder in six (6) months preceding the date when the claim first</b>	NIT Clause shall prevail
17	21	FRS, Section 1.1, Financial Accounting, Sr. No. 4.25	Should provide for lodging insurance claims for lost/damaged assets.	Should provide for lodging insurance claims for lost/damaged assets	Is it expected that system should generate insurance claims also	System should be able to generate the report for insurance claim for lost/damaged assets
18	22	Form 6	I/we also declare that the prices mentioned in our Bid are in accordance with the terms as specified in the NIT. The prices and other terms and conditions of this Bid are valid for the period of 180 days from the tender opening date.	Bid Submission form I/we also declare that the prices mentioned in our Bid are in accordance with the terms as specified in the NIT. The prices and other terms and conditions of this Bid are valid for the period of 180 days from the tender opening date.	I/we also declare that the prices mentioned in our Bid are in accordance with the terms as specified in the NIT. The prices and other terms and conditions of this Bid are valid for the period of 30 days from the tender opening date.	NIT Clause shall prevail
19	22	Form 6	I/we also further declare that the prices stated in our Bid are in accordance with the NIT and will not be subject to escalation for any reason whatsoever within the period of contract. I/We also understand that a Bid submitted with an adjustable price quotation or conditional Bid may be rejected as non-responsive. Our Proposal is binding upon us and subject to the modifications resulting from contract.	I/we also further declare that the prices stated in our Bid are in accordance with the NIT and will not be subject to escalation for any reason whatsoever within the period of contract. I/We also understand that a Bid submitted with an adjustable price quotation or conditional Bid may be rejected as non-responsive. Our Proposal is binding upon us and subject to the modifications resulting from contract.	I/we also further declare that the prices stated in our Bid are in accordance with the NIT and will not be subject to escalation for any reason whatsoever within the period of contract <b>except in the case of increment in scope.</b> I/We also understand that a Bid submitted with an adjustable price quotation or conditional Bid may be rejected as non-responsive. Our Proposal is binding upon us and subject to the modifications resulting from contract.	NIT Clause shall prevail
20	22	FORM # 6 Bid Submission Form, Volume - III	Declare that we shall be solely responsible for arranging Import License (if any) for any materials, components and bought out items that may be required to be imported for the purpose of performing the work under this proposal and accordingly our Bid Price include all the customs & import duties and levies including license fees etc. payable by us and NFL & RFCL shall not be liable in this regard whatsoever. We further confirm that any increase or decrease in the custom duty shall be borne by us.	Declare that we shall be solely responsible for arranging Import License (if any) for any materials, components and bought out items that may be required to be imported for the purpose of performing the work under this proposal and accordingly our Bid Price include all the customs & import duties and levies including license fees etc. payable by us and NFL & RFCL shall not be liable in this regard whatsoever. We further confirm that any increase or decrease in the custom duty shall be borne by us.	Declare that we shall be solely responsible for arranging Import License (if any) for any materials, components and bought out items that may be required to be imported for the purpose of performing the work under this proposal and accordingly our Bid Price include all the customs & import duties and levies including license fees etc. payable by us and NFL & RFCL shall not be liable in this regard whatsoever. <b>Any increase or decrease in the applicable taxes, duties or any new levies on account of changes in law shall be to the account of NFL &amp; RFCL.</b>	No Change. Refer NIT clause 1.28 Taxes and Duties
21	22	FORM # 6 Bid Submission Form, Volume - III	We declare that the total amount quoted and prices quoted for each component [the break-up of which is given in the Price Schedule (Form # 6)] are firm and shall not be subject to any variation for the entire period of the contract. We further declare that the quoted prices include all taxes, duties and levies payable by us as on the date of bid submission, under aforesaid assignment. However, breakup of the taxes and duties are also mentioned as per the format of Price Schedule (submitted on-line).	We declare that the total amount quoted and prices quoted for each component [the break-up of which is given in the Price Schedule (Form # 6)] are firm and shall not be subject to any variation for the entire period of the contract. We further declare that the quoted prices include all taxes, duties and levies payable by us as on the date of bid submission, under aforesaid assignment.	We declare that the total amount quoted and prices quoted for each component [the break-up of which is given in the Price Schedule (Form # 6)] are firm and shall not be subject to any variation for the entire period of the contract. We further declare that the quoted prices include all taxes, duties and levies payable by us as on the date of bid submission, under aforesaid assignment. <b>Any increase or decrease in the applicable taxes, duties or any new levies on account of changes in law shall be to the account of NFL &amp; RFCL.</b>	No Change. Refer NIT clause 1.28 Taxes and Duties
22	22	a. Specifications for Implementation of ERP in NFL (Detailed Specifications as per NIT) ERP	Processes to be Implemented with Bilingual support (Hindi & English)	Processes to be Implemented with Bilingual support (Hindi & English)	As per RFP, all the processes in bilingual support means? Please provide clarification	All the portals, generated reports and forms need to be in bilingual (Hindi & English) format
23	22	a. Specifications for Implementation of ERP in NFL (Detailed Specifications as per NIT) ERP	Processes to be Implemented with Bilingual support (Hindi & English)	Processes to be Implemented with Bilingual support (Hindi & English)	Will there be any Forms, reports need to be developed in bilingual i.e., HINDI? Please provide the count for FORMS/Reports?	All the generated reports and forms need to be in bilingual format. For more clarification please refer Volume - II i.e. FRS for NFL and RFCL
24	22	Key Information	Key Information	a. Specifications for Implementation of ERP in NFL (Detailed Specifications as per NIT) b. Specifications for Implementation of ERP in RFCL (Detailed Specifications as per NIT)	License details which has been procured for NFL and RFCL	Bidder needs to bundle the License with proposed ERP solution. License will be perpetual for both the entities
25	22	Key Information	IT Infrastructure & Cloud Hosting Separate Private Cloud Hosting ( IAAS) Infrastructure as a service	IT Infrastructure & Cloud Hosting a. Separate Private Cloud Hosting ( IAAS) Infrastructure as a service	Need clarity "Separate Private cloud hosting" is it mean separate hardware should be hosted?	Virtual private cloud (IaaS), Bidder to study the scope and deploy the hardware for NFL & RFCL accordingly

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
26	22	Key Information	IT Infrastructure & Cloud Hosting Separate Private Cloud Hosting (IAAS) Infrastructure as a service	IT Infrastructure & Cloud Hosting a. Separate Private Cloud Hosting (IAAS) Infrastructure as a service	Does public cloud like Azure, AWS also qualify	Miety empannelled vendors will be accepted
27	23	Key Information	Additional Requirements of RFCL 1. Mail / Messaging Solution with AMC up to 6 years 2. Anti-Virus for 6 years 3. Procurement of any other HW with AMC up to 6 years	Mail / Messaging Solution with AMC up to 6 years	Please provide the details of the product, no of users and the licences procured	Bidder needs to provide COTS mail messaging solution for 500 users mentioned as per scope of work in NIT for RFCL.
28	24	1. Introduction	A. National Fertilizers Limited :-NFL, a Schedule 'A' & a Mini Ratna (Category-I) Company, having its registered office at New Delhi was incorporated on 23rd August 1974. Its corporate office is at Noida (U.P). It has an authorized capital of Rs. 1000 crore and a paid up capital of Rs. 490.58 crore out of which Government of India's share is 74.71 % and 25.29 % is held by financial institutions & others. Coming under the administrative control of Ministry of Chemicals and Fertilizers, it is the second largest producer of the key fertilizer Urea in India. NFL has five gas based Ammonia-Urea plants viz Nangal & Bathinda in Punjab, Panipat in Haryana and two at Vijapur (Madhya Pradesh).	NFL, a Schedule 'A' & a Mini Ratna (Category-I) Company, having its registered office at New Delhi was incorporated on 23rd August 1974. Its corporate office is at Noida (U.P). It has an authorized capital of Rs. 1000 crore and a paid up capital of Rs. 490.58 crore out of which Government of India's share is 74.71 % and 25.29 % is held by financial institutions & others. Coming under the administrative control of Ministry of Chemicals and Fertilizers, it is the second largest producer of the key fertilizer Urea in India. NFL has five gas based Ammonia-Urea plants viz Nangal & Bathinda in Punjab, Panipat in Haryana and two at Vijapur (Madhya Pradesh).	We would need the details for the Business Groups, Legal Entities, Operating Units & Inventory Organizations, Organization Structure etc..as a part of the scope.. Could you please share a high level application landscape diagram for both NFL and RFCL and its divisions?  Please elaborate as extensive as possible	Please refer NIT for further clarifications for application Landscape.
29	25	B. Ramagundam Fertilizers and Chemicals Limited :-	B. Ramagundam Fertilizers and Chemicals Limited :- Ramagundam Fertilizers and Chemicals Limited (RFCL) was incorporated on 17th Feb, 2015 for setting up Gas based Urea manufacturing plant at Ramagundam with capacity of 2,200 MTPD Ammonia Unit and 3,850 MTPD Urea Plant at an estimated project cost of 5254.28 crore. RFCL is a Joint Venture Company of National Fertilizers Limited (NFL), Engineers India Limited (EIL), and Fertilizer Corporation of India Limited (FCIL) with 26% equity each by NFL & EIL, while FCIL has been granted 11% equity as per the Cabinet Committee on Economic Affairs (CCEA) approval. State Government of Telangana has subscribed for equity participation of 11%. GAIL (India) Limited and Consortium of Haldor Topsoe A/S, Denmark have subscribed for equity participation of 14.3% and 11.7% respectively. Ramagundam Fertilizers and Chemicals Limited (RFCL) declared zero date of the Project on 25th September, 2015. RFCL is currently under project development stage. Commissioning of the project is anticipated by June, 2019.	Ramagundam Fertilizers and Chemicals Limited (RFCL) was incorporated on 17th Feb, 2015 for setting up Gas based Urea manufacturing plant at Ramagundam with capacity of 2,200 MTPD Ammonia Unit and 3,850 MTPD Urea Plant at an estimated project cost of 5254.28 crore. RFCL is a Joint Venture Company of National Fertilizers Limited (NFL), Engineers India Limited (EIL), and Fertilizer Corporation of India Limited (FCIL) with 26% equity each by NFL & EIL, while FCIL has been granted 11% equity as per the Cabinet Committee on Economic Affairs (CCEA) approval. State Government of Telangana has subscribed for equity participation of 11%. GAIL (India) Limited and Consortium of Haldor Topsoe A/S, Denmark have subscribed for equity participation of 14.3% and 11.7% respectively. Ramagundam Fertilizers and Chemicals Limited (RFCL) declared zero date of the Project on 25th September, 2015. RFCL is currently under project development stage. Commissioning of the project is anticipated by June, 2019.	Kindly confirm, As per our understanding the entities in scope shall be limited to NFL and RFCL, as part of this engagement ? And however company's such as EIL and FCIL will be out of scope	Yes, NFL and RFCL are in scope
30	26	Ongoing Projects	In order to meet the current challenges for sustaining competitiveness in the market, future growth potential as well as to move towards excellence in governance with less paperwork and enhanced efficiency of its people and processes, RFCL intends to implement a robust & integrated ERP system , IT Infrastructure set-up (DC & DRC set-up, network and bandwidth services across location and security infrastructure at DC & DRC) and other identified applications such as incorporation of mobile based applications in various processes, mail messaging solution, portal, paperless office solution, IT security solution(s) etc.	IT Infrastructure set-up (DC & DRC set-up, network and bandwidth services across location and security infrastructure at DC & DRC)	Please confirm separate DR should be considered for both NFL and RFCL in different seismic zones in india	Scope requirement is of Separate DR's in different Seismic zones for NFL and RFCL in India.
31	26	Ongoing Projects	In order to meet the current challenges for sustaining competitiveness in the market, future growth potential as well as to move towards excellence in governance with less paperwork and enhanced efficiency of its people and processes, RFCL intends to implement a robust & integrated ERP system , IT Infrastructure set-up (DC & DRC set-up, network and bandwidth services across location and security infrastructure at DC & DRC) and other identified applications such as incorporation of mobile based applications in various processes, mail messaging solution, portal, paperless office solution, IT security solution(s) etc.	IT Infrastructure set-up (DC & DRC set-up, network and bandwidth services across location and security infrastructure at DC & DRC)	Can a DR be considered that is >500 KM away but in same seismic zone	Please refer pre qualification criteria, section - II, clause 1.4.3
32	27	form 9	FORM # 9 Declaration	As Per RFP	Request that the blood relation information contained in the submission of this form be done away with.	NIT Clause shall prevail
33	29	Volume 1, Section I- Preface, Clause No. 3. Current IT Landscape	This section talks about current IT landscape with the IT systems that are functional at various locations of the company. Company has already identified the functions such as Financial Accounting & Management Reporting, Material & Inventory Management, Opportunity to Collection, HR & Payroll Management, Project Management, Quality Assurance, Production and Operations, which are required as part of the COTS ERP solution. Some of these functions are currently supported through different IT applications that are listed below	List of applications and IT Infrastructure	What is the composition and structure of team managing the current IT operations?	Details will be shared after signing of WO
34	31	For NFL:-	List of applications for data migration:	List of applications for data migration:	Please share the CPU and RAM utilization reports if feasible	Not Feasible
35	39	Vol 3	FORM # 15 Proforma for Security Deposit-Cum-Performance Bank Guarantee (For NFL)	FORM # 15 Proforma for Security Deposit-Cum-Performance Bank Guarantee (For NFL)	Request the bidder to kindly add the below text to the said clause : Notwithstanding anything contained herein above : i. Our liability under this Bank Guarantee shall not exceed Rs._____/-(Rupees _____ Only). ii. This Bank Guarantee shall be valid up to _____; and iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if any claim or demand is received by us in writing, as stated in this Bank Guarantee, at this office by hand, by post or by courier, by close of banking hours, on or before _____, thereafter the Bank will stand discharged of all its liabilities in all respect whether or not the original Bank Guarantee is returned to us.	NIT Clause shall prevail
36	40	Vol 3	FORM # 16 Performance Bank Guarantee (for RFCL) BANK GUARANTEE FORMAT	FORM # 16 Performance Bank Guarantee (for RFCL)	Request the bidder to kindly add the below text to the said clause : Notwithstanding anything contained herein above : i. Our liability under this Bank Guarantee shall not exceed Rs._____/-(Rupees _____ Only). ii. This Bank Guarantee shall be valid up to _____; and iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if any claim or demand is received by us in writing, as stated in this Bank Guarantee, at this office by hand, by post or by courier, by close of banking hours, on or before _____, thereafter the Bank will stand discharged of all its liabilities in all respect whether or not the original Bank Guarantee is returned to us.	NIT Clause shall prevail
37	48	For RFCL:-	List of applications for data migration:	Application	Please share the CPU and RAM utilization reports if feasible	Not Feasible
38	51	Roles & Responsibilities:	j. Provide supervision & monitoring during implementation including certification of work carried out by the system integrator with respect to quality and quantity, based on finalized strategy & methodology.	j. Provide supervision & monitoring during implementation including certification of work carried out by the system integrator with respect to quality and quantity, based on finalized strategy & methodology.	Please let us know if there is any monitoring tool running in current infra (On prem)	No such tool running in current infra (On prem)

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39	52		Objective of ERP Implementation at NFL & RFCL	Stakeholder Convenience –COTS ERP system shall enhance the convenience of all stakeholders, especially employees & pensioners, by providing better facilities and online data/ information sharing. The facilities included would be employee self-service, online payment of various taxes/ fees, etc.	Stakeholder Convenience – COTS ERP system shall enhance the convenience of all stakeholders, especially employees & pensioners, by providing better facilities and online data/ information sharing. The facilities included would be employee self-service, online payment of various taxes/ fees, etc.	Can employee be associated with multiple legal employers at the same time? This could be applicable if you allow employees to go on temporary assignment to other legal employers.	Explained case study is applicable in current work environment, wherein temporary assignment of employees to other legal employers is involved. NIT clause shall prevail.
40	53	8. Implementation Approach & Strategy	Implementation strategy that need be considered are: <input type="checkbox"/> Big Bang - COTS ERP implementation happens as one single event (at all locations with all processes) on a scheduled date/Go-Live date. All the COTS ERP processes would be live and running from this scheduled date for the entire organization, cutting across various business functions.		It is suggested to have phase wise implementation / Rollout to NFL and RFCL plants & Depots across India. Hence please consider this suggestions & ammendment thereof.	Implementation approach for the project will be Big Bang as mentioned under Key Information of NIT	
41	53	6. Objective of ERP Implementation at NFL & RFCL	Objective of the Bid Company is inviting the bids from the bidders for the implementation of proposed COTS ERP solution at NFL & RFCL. The scope would include development along with the customization and interfaces (as required), comprehensive testing, installation, commissioning, data migration & validation, training, post Go-Live stabilization support and two year Annual Maintenance Contract (AMC) for COTS ERP application and six years support for cloud infrastructure. Bidder shall also highlight their methodology to implement best COTS ERP practices including as suggested by the COTS ERP Product Vendor (OEM) and all the other activities mentioned under "Scope of Work".	Company is inviting the bids from the bidders for the implementation of proposed COTS ERP solution at NFL & RFCL. The scope would include development along with the customization and interfaces (as required), comprehensive testing, installation, commissioning, data migration & validation, training, post Go-Live stabilization support and two year Annual Maintenance Contract (AMC) for COTS ERP application and six years support for cloud infrastructure. Bidder shall also highlight their methodology to implement best COTS ERP practices including as suggested by the COTS ERP Product Vendor (OEM) and all the other activities mentioned under "Scope of Work".	Please provide the Key pain points in the current system at NFL and RFCL; How do you see the application resolving your current deficiencies/issues?	Bidder needs to perform on ground study to understand the same.	
42	54	<input type="checkbox"/> Go-Live and Support	Big Bang - COTS ERP implementation happens as one single event (at all locations with all processes) on a scheduled date/Go-Live date. All the COTS ERP processes would be live and running from this scheduled date for the entire organization, cutting across various business functions.	Big Bang - COTS ERP implementation happens as one single event (at all locations with all processes) on a scheduled date/Go-Live date. All the COTS ERP processes would be live and running from this scheduled date for the entire organization, cutting across various business functions.	Kindly specify, will it be in a Big Bang approach for all the employees or a Pilot plus Rollout methodology to smoothen the learning curve.	Implementaion approach for the project will be Big Bang as mentioned under Key Information of NIT	
43	54	8. Implementation Approach & Strategy	<input type="checkbox"/> Big Bang - COTS ERP implementation happens as one single event (at all locations with all processes) on a scheduled date/Go-Live date. All the COTS ERP processes would be live and running from this scheduled date for the entire organization, cutting across various business functions.	Big Bang - COTS ERP implementation happens as one single event (at all locations with all processes) on a scheduled date/Go-Live date. All the COTS ERP processes would be live and running from this scheduled date for the entire organization, cutting across various business functions.	Kindly confirm, if both NFL and RFCL run parrallely during the implementation if it is big bang approach? Since the timelines for NFL is 12 months and RFCL is 9 months, or it will be done in phased manner i.e Phase 1 for NFL and 2 phase is for RFCL respectively	Bidder needs to run both the implementations in parallel to meet the timelines specified in NIT. Also, Implementataion approach for the project will be Big Bang as mentioned under Key Information of NIT	
44	56	1.4.1 COTS ERP OEM Parameters, Point No. 3	Proposed COTS ERP product should have been implemented in at least 10 organizations each with minimum 500 licensed users in India during last seven years ending last day of the previous month, in which NIT has been issued. The bidder shall submit documentary evidence <input type="checkbox"/> Completion certificates (Go Live) from the client	Proposed COTS ERP product should have been implemented in at least 10 organizations each with minimum 500 licensed users in India during last seven years ending last day of the previous month, in which NIT has been issued.	With change in Technology over the course of time, ERP OEMs have brought in New Generation ERP solutions with In-Memory Database Techonology which are future proof and support technologies like IOT, Artificial Intelligence, Blockchain etc. In this context, we request you to please change the Qualification description as under: "The proposed OEM's ERP Software (Older or New ERP product) should have hould have been implemented in at least 10 organizations each with minimum 500 licensed users in India during last seven years ending last day of the previous month, in which NIT has been issued.	NIT Clause shall prevail	
45	56	20190207104319_NITVolume I	Proposed COTS ERP product should have been implemented in at least 10 organizations each with minimum 500 licensed users in India during last seven years ending last day of the previous month, in which NIT has been issued.	3. Proposed COTS ERP product should have been implemented in at least 10 organizations each with minimum 500 licensed users in India during last seven years ending last day of the previous month, in which NIT has been issued.	With change in Technology over the course of time, ERP OEMs have brought in New Generation ERP solutions with In-Memory Database Technology which are future proof and support technologies like IOT, Artificial Intelligence, Blockchain etc. In this context, we request you to please change the Qualification description as under: "The proposed OEM's ERP Software (Older or New ERP product) should have hould have been implemented in at least 10 organizations each with minimum 500 licensed users in India during last seven years ending last day of the previous month, in which NIT has been issued.	NIT Clause shall prevail	
46	56	20190207104319_NITVolume I	Proposed COTS ERP product should have been implemented in at least 10 organizations each with minimum 500 licensed users in India during last seven years ending last day of the previous month, in which NIT has been issued.	3. Proposed COTS ERP product should have been implemented in at least 10 organizations each with minimum 500 licensed users in India during last seven years ending last day of the previous month, in which NIT has been issued.	With change in Technology over the course of time, ERP OEMs have brought in New Generation ERP solutions with In-Memory Database Techonology which are future proof and support technologies like IOT, Artificial Intelligence, Blockchain etc. In this context, we request you to please change the Qualification description as under: "The proposed OEM's ERP Software (Older or New ERP product) should have hould have been implemented in at least 10 organizations each with minimum 500 licensed users in India during last seven years ending last day of the previous month, in which NIT has been issued.	NIT Clause shall prevail	
47	56	20190207104319_NITVolume I	Proposed COTS ERP product should have been implemented in at least 10 organizations each with minimum 500 licensed users in India during last seven years ending last day of the previous month, in which NIT has been issued.	3. Proposed COTS ERP product should have been implemented in at least 10 organizations each with minimum 500 licensed users in India during last seven years ending last day of the previous month, in which NIT has been issued.	With change in Technology over the course of time, ERP OEMs have brought in New Generation ERP solutions with In-Memory Database Technology which are future proof and support technologies like IOT, Artificial Intelligence, Blockchain etc. In this context, we request you to please change the Qualification description as under: "The proposed OEM's ERP Software (Older or New ERP product) should have hould have been implemented in at least 10 organizations each with minimum 500 licensed users in India during last seven years ending last day of the previous month, in which NIT has been issued.	NIT Clause shall prevail	

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
48	57	1.4.1 COTS ERP OEM Parameters, Point No. 4	<p>At least one implementation of proposed COTS ERP in fertilizer industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 500 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p> <p>Or</p> <p>Two implementations of proposed COTS ERP in fertilizer industry in India should be live with at least 4 processes out of the 8-core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 300 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p> <p>Documentary evidences from the Customer for each completed implementation. The implementation documentary evidences should provide clear information on the scope of work undertaken by the bidder, functions/processes implemented, number of licenses &amp; date of implementation</p>	<p>At least one implementation of proposed COTS ERP in fertilizer industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 500 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p>	<p>With change in Technology over the course of time, ERP OEMs have brought in New Generation ERP solutions with In-Memory Database Technology which are future proof and support technologies like IOT, Artificial Intelligence, Blockchain etc. In this context, we request you to please change the Qualification description as under:</p> <p>At least one implementation of proposed OEM's ERP Software (Older or New ERP product) in fertilizer industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 500 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p>	NIT Clause shall prevail
49	57	2019020710431_9_NITVolume I	<p>At least one implementation of proposed COTS ERP in fertilizer industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 500 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p> <p>Or</p> <p>Two implementations of proposed COTS ERP in fertilizer industry in India should be live with at least 4 processes out of the 8-core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 300 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p> <p>Documentary evidences from the Customer for each completed implementation. The implementation documentary evidences should provide clear information on the scope of work undertaken by the bidder, functions/processes implemented, number of licenses &amp; date of implementation</p>	<p>At least one implementation of proposed COTS ERP in fertilizer industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 500 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p>	<p>With change in Technology over the course of time, ERP OEMs have brought in New Generation ERP solutions with In-Memory Database Technology which are future proof and support technologies like IOT, Artificial Intelligence, Blockchain etc. In this context, we request you to please change the Qualification description as under:</p> <p>At least one implementation of proposed OEM's ERP Software (Older or New ERP product) in fertilizer industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 500 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p>	NIT Clause shall prevail
50	57	2019020710431_9_NITVolume I	<p>At least one implementation of proposed COTS ERP in fertilizer industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 500 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p> <p>Or</p> <p>Two implementations of proposed COTS ERP in fertilizer industry in India should be live with at least 4 processes out of the 8-core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 300 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p> <p>Documentary evidences from the Customer for each completed implementation. The implementation documentary evidences should provide clear information on the scope of work undertaken by the bidder, functions/processes implemented, number of licenses &amp; date of implementation</p>	<p>At least one implementation of proposed COTS ERP in fertilizer industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 500 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p>	<p>With change in Technology over the course of time, ERP OEMs have brought in New Generation ERP solutions with In-Memory Database Technology which are future proof and support technologies like IOT, Artificial Intelligence, Blockchain etc. In this context, we request you to please change the Qualification description as under:</p> <p>At least one implementation of proposed OEM's ERP Software (Older or New ERP product) in fertilizer industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 500 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p>	NIT Clause shall prevail

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51	57	20190207104319_NITVolume I	<p>At least one implementation of proposed COTS ERP in fertilizer industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 500 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p> <p>Or</p> <p>Two implementations of proposed COTS ERP in fertilizer industry in India should be live with at least 4 processes out of the 8-core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 300 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p> <p>Documentary evidences from the Customer for each completed implementation. The implementation documentary evidences should provide clear information on the scope of work undertaken by the bidder, functions/processes implemented, number of licenses &amp; date of implementation</p>	<p>At least one implementation of proposed COTS ERP in fertilizer industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <p>Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</p> <p>Financial Accounting &amp; Management Reporting</p> <p>Opportunity to Collection including marketing and dealer management</p> <p>Plant Operations &amp; Maintenance</p> <p>HR &amp; Payroll Management including enterprise portal</p> <p>Project Management</p> <p>Quality Assurance</p> <p>Production and Operations</p> <p>with minimum 500 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p>	<p>With change in Technology over the course of time, ERP OEMs have brought in New Generation ERP solutions with In-Memory Database Technology which are future proof and support technologies like IOT, Artificial Intelligence, Blockchain etc. In this context, we request you to please change the Qualification description as under:</p> <p>At least one implementation of proposed OEM's ERP Software (Older or New ERP product) in fertilizer industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <p>Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</p> <p>Financial Accounting &amp; Management Reporting</p> <p>Opportunity to Collection including marketing and dealer management</p> <p>Plant Operations &amp; Maintenance</p> <p>HR &amp; Payroll Management including enterprise portal</p> <p>Project Management</p> <p>Quality Assurance</p> <p>Production and Operations</p> <p>with minimum 500 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p>	NIT Clause shall prevail
52	57	1.4 Pre-Qualification Requirement & 1.4.1 Cost ERP OEM Parameters	<p>At least one implementation of proposed COTS ERP in fertilizer industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 500 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p> <p>Or</p> <p>Two implementations of proposed COTS ERP in fertilizer industry in India should be live with at least 4 processes out of the 8-core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 300 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p> <p>Documentary evidences from the Customer for each completed implementation. The implementation documentary evidences should provide clear information on the scope of work undertaken by the bidder, functions/processes implemented, number of licenses &amp; date of implementation</p>	<p>At least one implementation of proposed COTS ERP in fertilizer industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p>	<p>The proposed COTS should be implemented in at least three fertilizer industries in India with more than 500 users. This is important that proposed ERP solution should have established track record and enough installations in India</p>	NIT Clause shall prevail
53	59	1.4.2 System Integrator parameters s.no.3	<p>The bidder must meet all the criteria stated below:</p> <p>a. Average annual turnover of at least INR 1000 Crores in last 3 financial years. The turnover should be from business operations and services performed in India.</p> <p>b. Average annual turnover of at least INR 150 Crores from IT and ERP related business in the last 3 financial years in India.</p>	<p>a. Average annual turnover of at least INR 1000 Crores in last 3 financial years. The turnover should be from business operations and services performed in India.</p> <p>b. Average annual turnover of at least INR 150 Crores from IT and ERP related business in the last 3 financial years in India</p>	<p>In part a) we request you to remove " In India" as we have consolidated balance sheet.</p>	<p>Financial statement certified by practicing CA can be shared confirming the same for India Practice</p>
54	59	1.4.2 System Integrator Parameters	<p>The bidder must meet all the criteria stated below:</p> <p>a. Average annual turnover of at least INR 1000 Crores in last 3 financial years. The turnover should be from business operations and services performed in India.</p> <p>b. Average annual turnover of at least INR 150 Crores from IT and ERP related business in the last 3 financial years in India.</p>	<p>(3) The bidder must meet all the criteria stated below:</p> <p>a. Average annual turnover of at least INR 1000 Crores in last 3 financial years. The turnover should be from business operations and services performed in India.</p> <p>b. Average annual turnover of at least INR 150 Crores from IT and ERP related business in the last 3 financial years in India.</p>	<p>We request NFL to kindly delete the clause mentioned under (a) the justification for this is ... this is and IT &amp; IT enable tender hence section (b) is relevant and there is no relevance of having 1000 Cr T/o in general i.e not IT</p>	NIT Clause shall prevail
55	60	1.4.2 Prequalification requirement of System Integrator	<p>The bidder should have successfully completed same or similar (proposed COTS ERP implementation including IT infrastructure) works with current or earlier version of proposed COTS ERP product in India during last 7 years ending last day of the previous month, in which NIT has been issued., should be either of the following:</p> <p>a) One similar* completed work of not less than 1450 user licenses</p> <p>OR</p> <p>b) Two similar* completed works of not less than 900 user Licenses each.</p> <p>OR</p> <p>c) Three similar* completed works of not less than 550 user Licenses each.</p> <p>The party shall submit documentary evidence</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Work Order + Completion Certificates from the client;</li> </ul>	<p>point. 4. Bidder should have completed proposed ERP minimum one project with 1450 Users or Two Project with 900 users or Three project with 550 users</p>	<p>S/4HANA is a new product launched by SAP in late 2015. Large number of customers are still planning their migration journey and are on earlier SAP ECC version. We would request you to reduce this requirement to 250 users</p>	<p>The bidder should have successfully completed same or similar (proposed COTS ERP implementation with or without IT infrastructure) works with current or earlier COTS ERP product in India during last 7 years ending last day of the previous month, in which NIT has been issued., should be either of the following:</p> <p>a) One similar* completed work of not less than 1450 user licenses</p> <p>OR</p> <p>b) Two similar* completed works of not less than 900 user Licenses each.</p> <p>OR</p> <p>c) Three similar* completed works of not less than 550 user Licenses each.</p>



Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
61	60	Clause 1.4.2	The bidder should have successfully completed same or similar (proposed COTS ERP implementation including IT infrastructure) works with current or earlier version of proposed COTS ERP product in India during last 7 years ending last day of the previous month, in which NIT has been issued., should be either of the following: a) One similar* completed work of not less than 1450 user licenses OR b) Two similar* completed works of not less than 900 user Licenses each. OR c) Three similar* completed works of not less than 550 user Licenses each.  &  Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issued.	System Integrator Parameters	The bidder should have successfully completed same or similar (proposed COTS ERP implementation including IT infrastructure) works with current or earlier version of proposed COTS ERP product in India during last 7 years ending last day of the previous month, in which NIT has been issued.,  Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issued.  Suggestion/Request  IBM seek to modify the references eligibility criteria from 7 years reference to 10 years reference. Where ever the Client references criteria for Bidder is 7 years. IBM seek to modify the references eligibility criteria from 7 years reference to 10 years reference.	The bidder should have successfully completed same or similar (proposed COTS ERP implementation including IT infrastructure) works with current or earlier version of proposed COTS ERP product in India during last 7 years ending last day of the previous month, in which NIT has been issued  Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product in India during last 7 years ending last day of the previous month, in which NIT has been issued., should be either of the following: a) One similar* completed work of not less than 1450 user licenses OR b) Two similar* completed works of not less than 900 user Licenses each. OR c) Three similar* completed works of not less than 550 user Licenses each. &  Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP)/Authorized Partner (AP) with at least 5 implementations of the proposed COTS ERP product in India during last 7 years ending last day of the previous month, in which NIT has been issued
62	60	1.4.2 System Integrator Parameters & Project Implementation Experience (25 Marks) [COTS ERP Solution]	System Integrator Parameters	Work Order + Completion Certificates from the client; Work Order + Completion (Go Live) certificates from the client;	since we are under obligations of confidentiality with respect to our previous contractual assignments. Pls allow us to share CERTIFICATE FROM AUTHORIZED SIGNATORY OR COMPANY SECRETARY in place of Work Order , Completion Certificates from the client; Completion (Go Live) certificates from the client etc.	NIT clause shall prevail
63	60	1.4.2 System Integrator Parameters and Project Implementation Experience (25 Marks) [COTS ERP Solution]	System Integrator Parameters	The party shall submit documentary evidence <input type="checkbox"/> Work Order + Completion Certificates from the client;	Request you to kindly allow bidder to submit completion certificate carrying required details. As in some contracts, bidder has signed NDA.	NIT clause shall prevail
64	61	1.4.2 System Integrator Parameters, Point No. 8	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issued.	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issued.	Request to amend the clause "with at least 5 implementations of the proposed COTS ERP product with minimum 250 licensed users in each implementation in India during last 8 years ending last day of the previous month, in which NIT has been issued."	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP)/Authorized Partner (AP) with at least 5 implementations of the proposed COTS ERP(current or earlier) product in India during last 7 years ending last day of the previous month, in which NIT has been issued
65	61	1.4.2 System Integrator Parameters Pt. 8	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issued.	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issued.	Please change it as below:  Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India during last 10 years ending last day of the previous month, in which NIT has been issued.	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP)/Authorized Partner (AP) with at least 5 implementations of the proposed COTS ERP(current or earlier) product in India during last 7 years ending last day of the previous month, in which NIT has been issued
66	61	NIT Volume I, 1.4 Pre-Qualification Requirement	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issued.	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issued.	We request NFL to please consider our request and amend clause as following: Bidder should be either proposed COTS ERP OEM or its <b>Authorized Partner</b> with at least 5 implementations of the proposed COTS ERP product with minimum <b>250</b> licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issue	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP)/Authorized Partner (AP) with at least 5 implementations of the proposed COTS ERP(current or earlier) product in India during last 7 years ending last day of the previous month, in which NIT has been issued
67	61	1.4.2 System Integrator Parameters	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issued.	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issued.	We request to kindly delete time period requirement of 7 years and change to following :- Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP)/Authorized Partner (AP) with at least 5 implementations of the proposed COTS ERP(current or earlier) product in India during last 7 years ending last day of the previous month, in which NIT has been issued
68	61	1.4.2 System Integrator Parameters, Point No. 8	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issued.	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issued.	We assume NFL will consider Employee Self service (ESS) user base as part of ERP license if Not Request NFL to modify as below "Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 150 licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issued.	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP)/Authorized Partner (AP) with at least 5 implementations of the proposed COTS ERP(current or earlier) product in India during last 7 years ending last day of the previous month, in which NIT has been issued
69	61	FRS, Section 1.3, Order to Cash, Sr. No. 6.2	System should provision to generate CSS offer letter	System should provision to generate CSS offer letter	What is CSS offer letter	Term CSS refers to Central Stockist Scheme
70	61	1.4 Pre-Qualification Requirement & 1.4.2 System Integrator Parameters	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issued.	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issued.	The bidder should have either have either one implementations of more than 1500 users or four 500 user licenses project,MAF requirement should be removed as bidder may not have supplied license	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP)/Authorized Partner (AP) with at least 5 implementations of the proposed COTS ERP(current or earlier) product in India during last 7 years ending last day of the previous month, in which NIT has been issued



Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
71	61	1.4.2 System Integrator Parameters, Point No. 8	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issued.	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issued.	We request NFL to consider following changes  Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product <b>and out of (5) atleast (2) project should be with minimum 500 licensed users and (3) project should be with minimum 100 licensed users</b> in India during last 7 years ending last day of the previous month, in which NIT has been issued	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP)/Authorized Partner (AP) with at least 5 implementations of the proposed COTS ERP(current or earlier) product in India during last 7 years ending last day of the previous month, in which NIT has been issued
72	61	1.4.2 Prequalification requirement of System Integrator	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issued.	Point 8. Bidder should have <b>5 implementation of 500 users</b> of the proposed ERP	As stated above, please reduce this requirement to 5 implementations for 250 users instead of 500 users	Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP)/Authorized Partner (AP) with at least 5 implementations of the proposed COTS ERP(current or earlier) product in India during last 7 years ending last day of the previous month, in which NIT has been issued
73	62	1.4.2 (A) ERP Implementation Experience Point No. 1	At least one implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e. <input type="checkbox"/> Procure to Pay, Material & Inventory Management including Taxation, e-tendering <input type="checkbox"/> Financial Accounting & Management Reporting <input type="checkbox"/> Opportunity to Collection including marketing and dealer management <input type="checkbox"/> Plant Operations & Maintenance <input type="checkbox"/> HR & Payroll Management including enterprise portal <input type="checkbox"/> Project Management <input type="checkbox"/> Quality Assurance <input type="checkbox"/> Production and Operations with minimum 500 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued. OR Two implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e. <input type="checkbox"/> Procure to Pay, Material & Inventory Management including Taxation, e-tendering <input type="checkbox"/> Financial Accounting & Management Reporting <input type="checkbox"/> Opportunity to Collection including marketing and dealer management <input type="checkbox"/> Plant Operations & Maintenance <input type="checkbox"/> HR & Payroll Management including enterprise portal <input type="checkbox"/> Project Management <input type="checkbox"/> Quality Assurance <input type="checkbox"/> Production and Operations With minimum 300 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued.	At least one implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e. <input type="checkbox"/> Procure to Pay, Material & Inventory Management including Taxation, e-tendering <input type="checkbox"/> Financial Accounting & Management Reporting <input type="checkbox"/> Opportunity to Collection including marketing and dealer management <input type="checkbox"/> Plant Operations & Maintenance <input type="checkbox"/> HR & Payroll Management including enterprise portal <input type="checkbox"/> Project Management <input type="checkbox"/> Quality Assurance <input type="checkbox"/> Production and Operations with minimum 500 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued.	Request to accept references in last 8 years	NIT Clause shall prevail
74	62	1.4.2 (A) ERP Implementation Experience Point No. 1	At least one implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e. <input type="checkbox"/> Procure to Pay, Material & Inventory Management including Taxation, e-tendering <input type="checkbox"/> Financial Accounting & Management Reporting <input type="checkbox"/> Opportunity to Collection including marketing and dealer management <input type="checkbox"/> Plant Operations & Maintenance <input type="checkbox"/> HR & Payroll Management including enterprise portal <input type="checkbox"/> Project Management <input type="checkbox"/> Quality Assurance <input type="checkbox"/> Production and Operations with minimum 500 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued. OR Two implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e. <input type="checkbox"/> Procure to Pay, Material & Inventory Management including Taxation, e-tendering <input type="checkbox"/> Financial Accounting & Management Reporting <input type="checkbox"/> Opportunity to Collection including marketing and dealer management <input type="checkbox"/> Plant Operations & Maintenance <input type="checkbox"/> HR & Payroll Management including enterprise portal <input type="checkbox"/> Project Management <input type="checkbox"/> Quality Assurance <input type="checkbox"/> Production and Operations With minimum 300 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued.	At least one implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e. <input type="checkbox"/> Procure to Pay, Material & Inventory Management including Taxation, e-tendering <input type="checkbox"/> Financial Accounting & Management Reporting <input type="checkbox"/> Opportunity to Collection including marketing and dealer management <input type="checkbox"/> Plant Operations & Maintenance <input type="checkbox"/> HR & Payroll Management including enterprise portal <input type="checkbox"/> Project Management <input type="checkbox"/> Quality Assurance <input type="checkbox"/> Production and Operations with minimum 500 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued.	Kindly remove the requirement of time period for 7 years	NIT Clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
75	62	1.4.2 (A) ERP Implementation Experience Point No. 1	<p>At least one implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 500 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued.</p> <p>OR</p> <p>Two implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>With minimum 300 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued.</p>	<p>At least one implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li>• Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li>• Financial Accounting &amp; Management Reporting</li> <li>• Opportunity to Collection including marketing and dealer management</li> <li>• Plant Operations &amp; Maintenance</li> <li>• HR &amp; Payroll Management including enterprise portal -</li> <li>• Project Management -</li> <li>• Quality Assurance</li> <li>• Production and Operations -Midhani</li> </ul> <p>with minimum 500 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued.</p> <p>OR</p> <p>Two implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li>• Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li>• Financial Accounting &amp; Management Reporting</li> <li>• Opportunity to Collection including marketing and dealer management</li> <li>• Plant Operations &amp; Maintenance</li> <li>• HR &amp; Payroll Management including enterprise portal</li> <li>• Project Management</li> <li>• Quality Assurance</li> <li>• Production and Operations</li> </ul> <p>With minimum 300 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued.</p>	<p>We assume NFL will consider Employee Self service (ESS) user base as part of ERP license if not Request NFL to modify as below</p> <p>* At least one implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li>• Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering -Midhani &amp; APIIC</li> <li>• Financial Accounting &amp; Management Reporting - Midhani &amp; APIIC</li> <li>• Opportunity to Collection including marketing and dealer management</li> <li>• Plant Operations &amp; Maintenance</li> <li>• HR &amp; Payroll Management including enterprise portal - Midhani &amp; APIIC</li> <li>• Project Management -APIIC</li> <li>• Quality Assurance</li> <li>• Production and Operations -Midhani</li> </ul> <p>with minimum 300 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued.</p> <p>OR</p> <p>Two implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li>• Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li>• Financial Accounting &amp; Management Reporting</li> <li>• Opportunity to Collection including marketing and dealer management</li> <li>• Plant Operations &amp; Maintenance</li> <li>• HR &amp; Payroll Management including enterprise portal</li> <li>• Project Management</li> <li>• Quality Assurance</li> <li>• Production and Operations</li> </ul> <p>With minimum 150 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued.</p>	NIT Clause shall prevail
76	62	FRS, Section 1.2, Order to Cash, Sr. No. 7.8	Fixed H&T rates.	Fixed H&T rates	Please explain this requirement from system	System should be able to fix the H&T rate slabs distance wise or destination wise.
77	62	1.4.2 Prequalification requirement of System Integrator	<p>At least one implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 500 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued.</p> <p>OR</p> <p>Two implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>With minimum 300 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued.</p> <p>All the appropriate supporting documentary evidences for the mentioned criteria must be provided by the bidder such as:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Work Order + Completion Certificates from the client;</li> </ul>	Two implementation of 300 users Fertilizer/Petro-chemical/continuous process industry	Please reduce this requirement to 250 users as this would be restrictive and would not allow lot of bidders to submit their responses	NIT clause will prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
78	62	1.4.2 (A) ERP Implementation Experience	<p>At least one implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 500 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued.</p> <p>OR</p> <p>Two implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>With minimum 300 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued.</p> <p>All the appropriate supporting documentary evidences for the mentioned criteria must be provided by the bidder such as:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Work Order + Completion Certificates from the client;</li> </ul>	<p><b>One implementation</b> experience of proposed ERP in Fertilizer/Chemical/continuous process industry in India with 4 core processes-modules ( of list 8 processes-modules) <b>with minimum 500 users</b></p>	Please reduce this requirement to 250 users as this would be restrictive and would not allow lot of bidders to submit their responses	NIT clause will prevail
79	62		<p>At least one implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>with minimum 500 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued.</p> <p>OR</p> <p>Two implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul> <p>With minimum 300 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued.</p> <p>All the appropriate supporting documentary evidences for the mentioned criteria must be provided by the bidder such as:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Work Order + Completion Certificates from the client;</li> </ul>	<p><b>Two implementation</b> experience of proposed ERP in Fertilizer/Chemical/continuous process industry in India with 4 core processes-modules ( of list 8 processes-modules) <b>with minimum 300 users plus</b></p>	Please reduce this requirement to 250 users as this would be restrictive and would not allow lot of bidders to submit their responses	NIT clause will prevail
80	62	1.4.2 (A) ERP Implementation Experience, Point No. 3	<p>Bidder should have the implementation experience of proposed COTS ERP in India of all the 8 processes either in individual project or in combination of multiple projects, covering each process in at least 3 implementations in last 7 years ending last day of the previous month, in which NIT has been issued. Processes in scope are:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li><input type="checkbox"/> Financial Accounting &amp; Management Reporting</li> <li><input type="checkbox"/> Opportunity to Collection including marketing and dealer management</li> <li><input type="checkbox"/> Plant Operations &amp; Maintenance</li> <li><input type="checkbox"/> HR &amp; Payroll Management including enterprise portal</li> <li><input type="checkbox"/> Project Management</li> <li><input type="checkbox"/> Quality Assurance</li> <li><input type="checkbox"/> Production and Operations</li> </ul>	<p>Three projects of 8 processes-modules either in individual project or combination of multiple projects covering each process (module) in atleast three implementations, Eight Processes are 1. Procure to Pay including e-Tendering 2. Financial Accounting 3. Opportunity to Collection including marketing and dealer management, 4. Plant Operations &amp; Maintenance 5. HR &amp; Payroll Management including Enterprise Portal, 6. Project Management 7. Quality Assurance and 8. Production and Operations</p>	e-tendering is part of Ariba procurement suite as part of SAP S/4HANA implementations.	<p>Bidder should have the implementation experience of proposed COTS ERP in India of all the 8 processes either in individual project or in combination of multiple projects, covering each process in at least 3 implementations in last 7 years ending last day of the previous month, in which NIT has been issued. Processes in scope are:</p> <ul style="list-style-type: none"> <li>· Procure to Pay, Material &amp; Inventory Management including Taxation.</li> <li>· Financial Accounting &amp; Management Reporting</li> <li>· Opportunity to Collection including marketing and dealer management</li> <li>· Plant Operations &amp; Maintenance</li> <li>· HR &amp; Payroll Management including enterprise portal</li> <li>· Project Management</li> <li>· Quality Assurance</li> <li>· Production and Operations</li> </ul>

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
81	63	1.4.2 (A) ERP Implementation Experience, Point No. 2	The bidder should have implemented at least one project of proposed COTS ERP in public sector/govt. of India/state Govt. in last 7 years ending last day of the previous month, in which NIT has been issued in India where at least 4 out of 8 core areas are implemented - <input type="checkbox"/> Procure to Pay, Material & Inventory Management including Taxation, e-tendering <input type="checkbox"/> Financial Accounting & Management Reporting <input type="checkbox"/> Opportunity to Collection including marketing and dealer management <input type="checkbox"/> Plant Operations & Maintenance <input type="checkbox"/> HR & Payroll Management including enterprise portal <input type="checkbox"/> Project Management <input type="checkbox"/> Quality Assurance <input type="checkbox"/> Production and Operations in which implementation of Procure to pay cycle, Financial Accounting & Management Reporting are mandatory.	The bidder should have implemented at least one project of proposed COTS ERP in public sector/govt. of India/state Govt. in last 7 years ending last day of the previous month, in which NIT has been issued in India where at least 4 out of 8 core areas are implemented - <input type="checkbox"/> Procure to Pay, Material & Inventory Management including Taxation, e-tendering <input type="checkbox"/> Financial Accounting & Management Reporting <input type="checkbox"/> Opportunity to Collection including marketing and dealer management <input type="checkbox"/> Plant Operations & Maintenance <input type="checkbox"/> HR & Payroll Management including enterprise portal <input type="checkbox"/> Project Management <input type="checkbox"/> Quality Assurance <input type="checkbox"/> Production and Operations in which implementation of Procure to pay cycle, Financial Accounting & Management Reporting are mandatory.	Request to accept references in last 8 years	NIT clause shall prevail
82	63	FRS, Section 1.4, Project Systems, Sr. No. 1.5	System should have provision to maintain technical details plants, so same can be utilized for comparison purpose	System should have provision to maintain technical details plants, so same can be utilized for comparison purpose	What are the various technical parameters of plants that need to be maintained in system	Technical details of previous projects executed for other plants, such as materials used, equipment installed should be available for comparison purpose
83	64	1.4.2 (B) General Parameters , point 1	The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 500 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 500 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	Request to amend as "The bidder should have at least 3 customers base of proposed COTS ERP in India with user licenses of at least 250 users in last 8 years ending last day of the previous month, in which NIT has been issued. Out of these 3 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs."	The bidder should have at least 7 customers base of proposed COTS ERP (current or earlier version) in India in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.
84	64	1.4.2 (B) General Parameters , point 2	The bidder should have experience of similar* kind of proposed COTS ERP IT Infrastructure as a Service (IaaS) project covering commissioning followed by operation & maintenance for a multi-location project during the last 3 years ending last day of the previous month, in which NIT has been issued.	The bidder should have experience of similar* kind of proposed COTS ERP IT Infrastructure as a Service (IaaS) project covering commissioning followed by operation & maintenance for a multi-location project during the last 3 years ending last day of the previous month, in which NIT has been issued.	This criteria can be fulfilled by CSP only.	The bidder should have experience of proposed COTS ERP implementation with IT Infrastructure followed by operation & maintenance for a multi-location project during the last 3 years ending last day of the previous month, in which NIT has been issued.
85	64	Annexure III	Proforma for Indemnity Bond	Proforma for Indemnity Bond (NFL) - As per RFP	Request deletion of the proforma.	To be submitted if required at the time of WO
86	64	NIT Volume I, 1.4 Pre-Qualification Requirement	Bidder should have the implementation experience of proposed COTS ERP in India of all the 8 processes either in individual project or in combination of multiple projects, covering each process in at least 3 implementations in last 7 years ending last day of the previous month, in which NIT has been issued. Processes in scope are: <input type="checkbox"/> Procure to Pay, Material & Inventory Management including Taxation, e-tendering <input type="checkbox"/> Financial Accounting & Management Reporting <input type="checkbox"/> Opportunity to Collection including marketing and dealer management <input type="checkbox"/> Plant Operations & Maintenance <input type="checkbox"/> HR & Payroll Management including enterprise portal <input type="checkbox"/> Project Management <input type="checkbox"/> Quality Assurance <input type="checkbox"/> Production and Operations	Bidder should have the implementation experience of proposed COTS ERP in India of all the 8 processes either in individual project or in combination of multiple projects, covering each process in at least 3 implementations in last 7 years ending last day of the previous month, in which NIT has been issued. Processes in scope are: <input type="checkbox"/> Procure to Pay, Material & Inventory Management including Taxation, e-tendering <input type="checkbox"/> Financial Accounting & Management Reporting <input type="checkbox"/> Opportunity to Collection including marketing and dealer management <input type="checkbox"/> Plant Operations & Maintenance <input type="checkbox"/> HR & Payroll Management including enterprise portal <input type="checkbox"/> Project Management <input type="checkbox"/> Quality Assurance <input type="checkbox"/> Production and Operations	We request NFL to please consider our request and amend clause as following: Bidder should have the implementation experience of proposed COTS ERP in India atleast 7 processes either in individual project or in combination of multiple projects, covering each process in at least 3 implementations in last 7 years ending last day of the previous month, in which NIT has been issued. Processes in scope are: <input type="checkbox"/> Procure to Pay, Material & Inventory Management including Taxation, e-tendering <input type="checkbox"/> Financial Accounting & Management Reporting <input type="checkbox"/> Opportunity to Collection including marketing and dealer management <input type="checkbox"/> Plant Operations & Maintenance <input type="checkbox"/> HR & Payroll Management including enterprise portal <input type="checkbox"/> Project Management <input type="checkbox"/> Quality Assurance <input type="checkbox"/> Production and Operations	Bidder should have the implementation experience of proposed COTS ERP (current or earlier) in India of all the 8 processes either in individual project or in combination of multiple projects, covering each process in at least 3 implementations in last 7 years ending last day of the previous month, in which NIT has been issued. Processes in scope are: <ul style="list-style-type: none"> <li>· Procure to Pay, Material &amp; Inventory Management including Taxation.</li> <li>· Financial Accounting &amp; Management Reporting</li> <li>· Opportunity to Collection including marketing and dealer management</li> <li>· Plant Operations &amp; Maintenance</li> <li>· HR &amp; Payroll Management including enterprise portal</li> <li>· Project Management</li> <li>· Quality Assurance</li> <li>· Production and Operations</li> </ul>
87	64	1.4.2 (A) ERP Implementation Experience , Pt 3	Bidder should have the implementation experience of proposed COTS ERP in India of all the 8 processes either in individual project or in combination of multiple projects, covering each process in at least 3 implementations in last 7 years ending last day of the previous month, in which NIT has been issued. Processes in scope are: <input type="checkbox"/> Procure to Pay, Material & Inventory Management including Taxation, e-tendering <input type="checkbox"/> Financial Accounting & Management Reporting <input type="checkbox"/> Opportunity to Collection including marketing and dealer management <input type="checkbox"/> Plant Operations & Maintenance <input type="checkbox"/> HR & Payroll Management including enterprise portal <input type="checkbox"/> Project Management <input type="checkbox"/> Quality Assurance <input type="checkbox"/> Production and Operations	Bidder should have the implementation experience of proposed COTS ERP in India of all the 8 processes either in individual project or in combination of multiple projects, covering each process in at least 3 implementations in last 7 years ending last day of the previous month, in which NIT has been issued. Processes in scope are: <input type="checkbox"/> Procure to Pay, Material & Inventory Management including Taxation, e-tendering <input type="checkbox"/> Financial Accounting & Management Reporting <input type="checkbox"/> Opportunity to Collection including marketing and dealer management <input type="checkbox"/> Plant Operations & Maintenance <input type="checkbox"/> HR & Payroll Management including enterprise portal <input type="checkbox"/> Project Management <input type="checkbox"/> Quality Assurance <input type="checkbox"/> Production and Operations	Kindly remove the requirement of time period for 7 years	Bidder should have the implementation experience of proposed COTS ERP (current or earlier) in India of all the 8 processes either in individual project or in combination of multiple projects, covering each process in at least 3 implementations in last 7 years ending last day of the previous month, in which NIT has been issued. Processes in scope are: <ul style="list-style-type: none"> <li>· Procure to Pay, Material &amp; Inventory Management including Taxation.</li> <li>· Financial Accounting &amp; Management Reporting</li> <li>· Opportunity to Collection including marketing and dealer management</li> <li>· Plant Operations &amp; Maintenance</li> <li>· HR &amp; Payroll Management including enterprise portal</li> <li>· Project Management</li> <li>· Quality Assurance</li> <li>· Production and Operations</li> </ul>
88	64	1.4.2 (B) General Parameters, pt 1	The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 500 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 500 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	Kindly remove the requirement of time period for 7 years	The bidder should have at least 7 customers base of proposed COTS ERP (current or earlier version) in India in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.
89	64	1.4.2 (B) General Parameters, pt 2	The bidder should have experience of similar* kind of proposed COTS ERP IT Infrastructure as a Service (IaaS) project covering commissioning followed by operation & maintenance for a multi-location project during the last 3 years ending last day of the previous month, in which NIT has been issued.	The bidder should have experience of similar* kind of proposed COTS ERP IT Infrastructure as a Service (IaaS) project covering commissioning followed by operation & maintenance for a multi-location project during the last 3 years ending last day of the previous month, in which NIT has been issued.	Request to you to kindly update to following :-  The bidder should have experience of similar* kind of proposed COTS ERP IT Infrastructure as a Service (IaaS) / DC or DR project covering commissioning followed by operation & maintenance for a multi-location project.	The bidder should have experience of proposed COTS ERP implementation with IT Infrastructure followed by operation & maintenance for a multi-location project during the last 3 years ending last day of the previous month, in which NIT has been issued.
90	64	1.4.2 (B) General Parameters	The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 500 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 500 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	We assume NFL will consider Employee Self service (ESS) user base as part of ERP license if not Request NFL to modify as below "The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 150 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	The bidder should have at least 7 customers base of proposed COTS ERP (current or earlier) product in India in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
91	64	FRS, Section 1.4, Project Systems, Sr. No. 1.15	Should support assessment of resources, material and manpower, based on project planning	Should support assessment of resources, material and manpower, based on project planning	Is it expected that system should generate resource, material and manpower requirements	Understanding is correct
92	64	1.4 Pre-Qualification Requirement & 1.4.2 (B) General Parameters	The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 500 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 500 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	Why this criteria again of 500 users . Please remove last seven years and limit it to two customers with 500 users	The bidder should have at least 7 customers base of proposed COTS ERP (current or earlier) product in India in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.
93	64	1.4 Pre-Qualification Requirement & 1.4.2 (B) General Parameters	The bidder should have experience of similar* kind of proposed COTS ERP IT Infrastructure as a Service (IaaS) project covering commissioning followed by operation & maintenance for a multi-location project during the last 3 years ending last day of the previous month, in which NIT has been issued.	The bidder should have experience of similar* kind of proposed COTS ERP IT Infrastructure as a Service (IaaS) project covering commissioning followed by operation & maintenance for a multi-location project during the last 3 years ending last day of the previous month, in which NIT has been issued.	The bidder / consortium should have experience of similar* kind of proposed COTS ERP IT Infrastructure as a Service (IaaS) project covering commissioning followed by operation & maintenance for a multi-location project during the last 3 years ending last day of the previous month, in which NIT has been issued.	The bidder should have experience of proposed COTS ERP implementation with IT Infrastructure followed by operation & maintenance for a multi-location project during the last 3 years ending last day of the previous month, in which NIT has been issued.
94	64	1.4.2 (A) ERP Implementation Experience, Point No. 3	Bidder should have the implementation experience of proposed COTS ERP in India of all the 8 processes either in individual project or in combination of multiple projects, covering each process in at least 3 implementations in last 7 years ending last day of the previous month, in which NIT has been issued. Processes in scope are: <input type="checkbox"/> Procure to Pay, Material & Inventory Management including Taxation, e-tendering <input type="checkbox"/> Financial Accounting & Management Reporting <input type="checkbox"/> Opportunity to Collection including marketing and dealer management <input type="checkbox"/> Plant Operations & Maintenance <input type="checkbox"/> HR & Payroll Management including enterprise portal <input type="checkbox"/> Project Management <input type="checkbox"/> Quality Assurance <input type="checkbox"/> Production and Operations	Bidder should have the implementation experience of proposed COTS ERP in India of all the 8 processes either in individual project or in combination of multiple projects, covering each process in at least 3 implementations in last 7 years ending last day of the previous month, in which NIT has been issued. Processes in scope are: <input type="checkbox"/> Procure to Pay, Material & Inventory Management including Taxation, e-tendering <input type="checkbox"/> Financial Accounting & Management Reporting <input type="checkbox"/> Opportunity to Collection including marketing and dealer management <input type="checkbox"/> Plant Operations & Maintenance <input type="checkbox"/> HR & Payroll Management including enterprise portal <input type="checkbox"/> Project Management <input type="checkbox"/> Quality Assurance <input type="checkbox"/> Production and Operations	We hope as mentioned in point (2) of 14.2 i.e. in which implementation of Procure to pay cycle, Financial Accounting & Management Reporting are mandatory  <b>Hope the same will apply here which means Etendering will not be mandate to comply clause no (3)</b>	Bidder should have the implementation experience of proposed COTS ERP (current or earlier) in India of all the 8 processes either in individual project or in combination of multiple projects, covering each process in at least 3 implementations in last 7 years ending last day of the previous month, in which NIT has been issued. Processes in scope are: <ul style="list-style-type: none"> <li>· Procure to Pay, Material &amp; Inventory Management including Taxation.</li> <li>· Financial Accounting &amp; Management Reporting</li> <li>· Opportunity to Collection including marketing and dealer management</li> <li>· Plant Operations &amp; Maintenance</li> <li>· HR &amp; Payroll Management including enterprise portal</li> <li>· Project Management</li> <li>· Quality Assurance</li> <li>· Production and Operations</li> </ul>
95	64	1.4.2 (B) General Parameters Point No. 1	The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 500 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 500 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	We request to consider  <b>The bidder should have at least 7 customers base of proposed COTS ERP in India and out of (7) (2) implementations are to be in the organizations of Govt. of India / State Govt. / PSUs with at least 500 users and rest with atleast 100 users in last 7 years ending last day of the previous month, in which NIT has been issued.</b>	The bidder should have at least 7 customers base of proposed COTS ERP (current or earlier) product in India in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.
96	64	1.4.2 (B) General Parameters Pt. 1  Project Implementation Experience (25 Marks) [COTS ERP Solution], Pt. 2	The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 500 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 500 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	Please change it as below:  The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 500 users in <b>last 10 years</b> ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	The bidder should have at least 7 customers base of proposed COTS ERP (current or earlier) product in India in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.
97	64	1.4.2 (B) General parameters:	1.The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 500 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs. 2.The bidder should have experience of similar* kind of proposed COTS ERP IT Infrastructure as a Service (IaaS) project covering commissioning followed by operation & maintenance for a multi-location project during the last 3 years ending last day of the previous month, in which NIT has been issued.	1. Bidder should have Minimum 7 customers with 500 users of proposed ERP 2. Bidder should have Experience of similar kind of proposed COTS ERP IT Infrastructure as a Service covering commissioning followed by operations & maintenance for a multilocation project during the last three years as IaaS of proposed ERP	IAAS should be qualifying criteria for Infrastructure partner who may be part of consortium bid.	The bidder should have at least 7 customers base of proposed COTS ERP (current or earlier) product in India in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.
98	64	1.4.2 (B) General parameters:	The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 500 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 500 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	Please relax this criteria to 250 users instead of 500 users and there should criteria to give better scores to SI submitting references on latest ERP versions or releases e.g. S/4HANA in case of SAP. This is critical as the latest versions are digital versions and require different skillset to what was required for earlier versions. NFL would implement latest version of selected product only. Further, we would request you to reduce the waive off criteria of atleast 2 implementations in the organizations of Govt. of India / State Govt. / PSUs. or include large private companies in the criteria	The bidder should have at least 7 customers base of proposed COTS ERP (current or earlier) product in India in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.
99	65	1.4 Pre-Qualification Requirement 1.4.2 (C) Human Capital Strength	The bidder should have at least one own/ authorized training centers /Center of Excellence for Fertilizer/Petro-chemical/continuous process industry in India, operational for last 3 years ending last day of the previous month, in which NIT has been issued.	The bidder should have at least one own/ authorized training centers /Center of Excellence for Fertilizer/Petrochemical/continuous process industry in India, operational for last 3 years ending last day of the previous month, in which NIT has been issued.	Is it OK if the bidder has own authorized training center / COE for training on any technology or industry in place of having dedicated COE for Fertilizer / Petrochemical Industry	NIT clause shall prevail
100	64	NIT Volume 1, 1.4 Pre-Qualification Requirement	The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 500 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 500 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	We request NFL to please consider our request and amend clause as following: : The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 250 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	The bidder should have at least 7 customers base of proposed COTS ERP (current or earlier) product in India in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.
101	65	FRS, Section 1.4, Project Systems, Sr. No. 2.5	Project Execution and Tracking Ability to track every component and equipment contained in a drawing/document & bill of material of a package from manufacturing, inspection at vendor premises and also till receipt at work site location	Ability to track every component and equipment contained in a drawing/document	Drawings will be uploaded as attachment. What tracking is required for component and equipment	Drawing can be uploaded against specific equipments created in system, so that same can be tracked

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
102	65	1.4 Pre- Qualification Requirement & 1.4.2 (C) Human Capital Strength	The bidder must have at least 100 full time IT/ERP professionals (covering all the processes/ areas of proposed COTS ERP as per scope) on its payroll in India.	The bidder must have at least 100 full time IT/ERP professionals (covering all the processes/ areas of proposed COTS ERP as per scope) on its payroll in India.		No clarification sought on the clause, so no action required.
103	65	1.4 Pre- Qualification Requirement & 1.4.2 (C) Human Capital Strength	The bidder should have at least one own/ authorized training centers /Center of Excellence for Fertilizer/Petro-chemical/continuous process industry in India, operational for last 3 years ending last day of the previous month, in which NIT has been issued.	The bidder should have at least one own/ authorized training centers /Center of Excellence for Fertilizer/Petro- chemical/continuous process industry in India, operational for last 3 years ending last day of the previous month, in which NIT has been issued.	Self-certificate signed by HR Head (providing name and designation) and the bidder's authorized signatory	No clarification sought on the clause, so no action required.
104	66	FRS, Section 1.4, Project Systems, Sr. No. 2.18	Project Execution and Tracking Ability of system to reconcile the quality checks and update them with quality plans	Ability of system to reconcile the quality checks and update them with quality plans	what are the various parameters of quality plans. Are they subjective also. Is the scope of quality check outside supplier provided items also.	SI to study and suggest. Project System is manual currently.
105	66	FRS, Section 1.4, Project Systems, Sr. No. 2.19	Project Execution and Tracking Ability to record & track approval of quantity deviations from engineering department	Ability to record and track approval of quantity deviations from engineering department	Is the requirement that BOQ provided by engg dept should be compared with what has been actually consumed in project	SI to study and suggest. Project System is manual currently.
106	66	FRS, Section 1.4, Project Systems, Sr. No. 3.3	Renovation & Modernization Ability to show deterioration in performance level of each equipment/ unit if R&M works are not carried out.	Ability to show deterioration in performance level of each equipment/ unit if R&M works are not carried out	What are the parameters on which equipment performance is tracked. Is it expected that system should predict the performance in absence of R&M works	SI to study and suggest. Project System is manual currently.
107	66	1.4 Pre- Qualification Requirement & 1.4.3 Cloud Service Provider (IaaS provider) Parameters	CSP should have average annual turnover of minimum Rs. 200 Cr. for last 3 years ending 31-03-2018, from Data center and Cloud services in India.	CSP should have average annual turnover of minimum Rs. 200 Cr. for last 3 years ending 31-03-2018, from Data center and Cloud services in India.	Audited Financial Statements along with certificate from statutory auditor certifying the turnover for services for Data Center and Cloud Service Provider during last 3 financial years.	No clarification sought on the clause, so no action required.
108	66	1.4 Pre- Qualification Requirement & 1.4.3 Cloud Service Provider (IaaS provider) Parameters	CSP should be a registered firm or a company in India and the proposed Data Centers (DC & DR) should have jurisdiction in India CSP should be MEITY empaneled and offer all services from India only as per guidelines of MEITY.	CSP should be a registered firm or a company in India and the proposed Data Centers (DC & DR) should have jurisdiction in India CSP should be MEITY empaneled and offer all services from India only as per guidelines of MEITY.	Certificate of registration and Certificate of Incorporation to be enclosed. + Copy of valid STQC/MEITY empanelment certificate and undertaking for jurisdiction by CSP	No clarification sought on the clause, so no action required.
109	66	1.4 Pre- Qualification Requirement & 1.4.3 Cloud Service Provider (IaaS provider) Parameters	Neither the current organization nor the holding company should have been Debarred and / or blacklisted by any organizations of Govt. of India / State Govt. / PSUs at time of submission of bid.	Neither the current organization nor the holding company should have been Debarred and / or blacklisted by any organizations of Govt. of India / State Govt. / PSUs at time of submission of bid.	Self-Declaration/Certification by the authorized signatory of the bidder	No clarification sought on the clause, so no action required.
110	66	1.4 Pre- Qualification Requirement & 1.4.3 Cloud Service Provider (IaaS provider) Parameters	Proposed DC and DR should be in two different seismic zones, which should be at least 500 km apart from each other in India.	Proposed DC and DR should be in two different seismic zones, which should be at least 500 km apart from each other in India.	Declaration by CSP and bidder	No clarification sought on the clause, so no action required.
111	66	1.4 Pre- Qualification Requirement & 1.4.3 Cloud Service Provider (IaaS provider) Parameters	DC and DR should be Tier III or above for better availability of cloud services and certified under: a) TIA 942/ Uptime Institute Certification b) IS1893:1984 for seismic protection	DC and DR should be Tier III or above for better availability of cloud services and certified under: a) TIA 942/ Uptime Institute Certification b) IS1893:1984 for seismic protection	Copy of Certificate from approved certifying body duly valid on the date of submission	No clarification sought on the clause, so no action required.
112	66	1.4 Pre- Qualification Requirement & 1.4.3 Cloud Service Provider (IaaS provider) Parameters	Cloud Service Provider should have all relevant certificates (like Database management Services, Hosting Services, Cloud Services etc.) for proposed COTS ERP Software	Cloud Service Provider should have all relevant certificates (like Database management Services, Hosting Services, Cloud Services etc.) for proposed COTS ERP Software	Copy of COTS ERP OEM certificate	No clarification sought on the clause, so no action required.
113	67	1.4 Pre- Qualification Requirement & 1.4.3 Cloud Service Provider (IaaS provider) Parameters	The CSP must have on its payroll at least 100 technically qualified professionals (BE/B.Tech./MCA) in the ICT domains i.e. Cyber security, networking, system software, systems integration, storage, cloud solution etc. who have prior experience in providing the Data Center Infrastructure and maintenance services in India ending last day of the previous month, in which NIT has been issued.	The CSP must have on its payroll at least 100 technically qualified professionals (BE/B.Tech./MCA) in the ICT domains i.e. Cyber security, networking, system software, systems integration, storage, cloud solution etc. who have prior experience in providing the Data Center Infrastructure and maintenance services in India ending last day of the previous month, in which NIT has been issued.		No clarification sought on the clause, so no action required.
114	67	1.4 Pre- Qualification Requirement & 1.4.3 Cloud Service Provider (IaaS provider) Parameters	CSP must have DC Certifications for proposed DC and DR: i) ISO/IEC 27017:2015 ii) ISO/IEC 27018:2014 iii) ISO 27001-2013	CSP must have DC Certifications for proposed DC and DR: i) ISO/IEC 27017:2015 ii) ISO/IEC 27018:2014 iii) ISO 27001-2013		No clarification sought on the clause, so no action required.
115	67	1.4 Pre- Qualification Requirement & 1.4.3 Cloud Service Provider (IaaS provider) Parameters	CSP should have its own NOC Setup in India to Monitor/ Manage the DC-DR IT and WAN setup	CSP should have its own NOC Setup in India to Monitor/ Manage the DC-DR IT and WAN setup		No clarification sought on the clause, so no action required.

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
116	67	1.4 Pre-Qualification Requirement & 1.4.3 Cloud Service Provider (IaaS provider) Parameters	CSP should have experience of managing Cloud Data centre services of at least 3 Govt. of India/ PSU/ State Govt. in India in last 5 years ending last day of the previous month, in which NIT has been issued.	CSP should have experience of managing Cloud Data centre services of at least 3 Govt. of India/ PSU/ State Govt. in India in last 5 years ending last day of the previous month, in which NIT has been issued.		No clarification sought on the clause, so no action required.
117	67	1.4 Pre-Qualification Requirement & 1.4.3 Cloud Service Provider (IaaS provider) Parameters	Proposed DC and DR should be SOC-II certified.	Proposed DC and DR should be SOC-II certified.		No clarification sought on the clause, so no action required.
118	68	FRS, Section 1.4, Project Systems, Sr. No. 6.3	Resource tracking across projects Ability' to highlight and correct errors, if detected in project management with proper notifications and authorization controls	Ability to highlight and correct errors, if detected in project management with proper notifications and authorization controls	What are the errors in project management that needs to be highlighted.	SI to study and suggest. Project System is manual currently.
119	71	FRS, Section 1.4, Project Systems, Sr. No. 12.1	External Training services The system should have the provision of external training services and billing & accounting activities	The system should have provision for external training services and billing and accounting activities	please explain what is required from system for provision of external training services.	System should be able to record the cost from training against specific projects
120	73	1.18	The bidder/contractor, contractors and the personnel of either of them shall not, either during the term or beyond, disclose any proprietary or confidential information relating to the project, the works/ services, of this contract or NFL & RFCL JV's business or operations without the prior written consent of NFL & RFCL .	The bidder/contractor, contractors and the personnel of either of them shall not, either during the term or beyond, disclose any proprietary or confidential information relating to the project, the works/ services, of this contract or NFL & RFCL's / NFL & RFCL JV's business or operations without the prior written consent of NFL & RFCL .	Bidder requests the obligations to protect confidentiality survive for three (3) years post expiry/termination of the contract.	NIT clause shall prevail
121	75	FORM # 3 Details of the Personnel to Be Deployed	<b>FORM # 3 Details of the Personnel to Be Deployed</b> Details of the Personnel to Be Deployed Dear Sir, Given below are the details of personnel/man power to be deployed by us to complete this assignment against the above NIT/E-Tender within the time lines mentioned therein:- A. Personnel to be deployed during implementation phase:- B. Personnel to be deployed during O&M phase:-  <b>AND FORM # 4 CV of the Team Members</b> CV of the Personnel to Be Deployed/Team Members Dear Sir, CVs of the personnel to be deployed for ERP Solution/IaaS hosting (please mention as applicable) in the prescribed format are attached herewith:- (The personnel proposed to be deployed shall be professionally qualified from reputed universities/institutions having adequate experience.) <b>FORM # 6 Bid Submission Form</b> We agree to abide by this bid, which, consists of this letter, the Bid Security (EMD), letter of authorization, CVs of the team members to be deployed on this Contract and other enclosures to this Bid Form [Bidder has to give complete list of enclosures of its bid]. This bid shall be valid for a period of One hundred & Eighty (180) Days from tender opening date as stipulated in the Bidding/NIT Documents and it shall remain binding upon us and may be accepted by NFL & RFCL at any time before the expiry of that period. The Bid Security shall be valid for a period as stipulated in the NIT documents. Bid Submission Form <b>FORM # 8 Techno-Commercial Bid Proposal Submission</b> Schedule of Key	<b>FORM # 3 Details of the Personnel to Be Deployed</b> Given below are the details of personnel/man power to be deployed by us to complete this assignment against the above NIT/E-Tender within the time lines mentioned therein:- A. Personnel to be deployed during implementation phase:- B. Personnel to be deployed during O&M phase:-  <b>FORM # 4 CV of the Team Members</b> CV of the Personnel to Be Deployed/Team Members <b>• We agree to abide by this bid, which, consists of this letter, the Bid Security (EMD), letter of authorization, CVs of the team members to be deployed on this Contract and other enclosures to</b> <b>• i. Schedule of Key Personnel proposed to be deployed for the assignment along with their CVs</b>	It would be difficult to submit the deployable profiles at the bidding stage as most of our resources are tagged to projects and it would be practically difficult to hold the proposed person for long duration (till the final closure of bidder selection) without any assignment of work. Kindly allow us to submit the indicative profiles. We will share the deployable profiles once the contract is finalized with better or equivalent qualifications and experience.	Please refer page No. 100 of NIT related to resource deployment. NIT clause shall prevail.
122	78	1.25	The prices/rates quoted by the bidder shall remain firm (fixed) during the entire contract period and shall not be subject to any variation on any account except in case of GST. A bid submitted with a variable price quotation will be treated as non-responsive and hence shall be liable to be rejected.	Price bid proposal The prices/rates quoted by the bidder shall remain firm (fixed) during the entire contract period and shall not be subject to any variation on any account except in case of GST. A bid submitted with a variable price quotation will be treated as non-responsive and hence shall be liable to be rejected.	The prices/rates quoted by the bidder shall remain firm (fixed) during the entire contract period and shall not be subject to any variation on any account except in case of GST <b>and in case there is scope addition</b> . A bid submitted with a variable price quotation will be treated as non-responsive and hence shall be liable to be rejected. <b>Any increase or decrease in the rates of applicable taxes, duties or any new levy on account on changes in law shall be to the account of NFL.</b>	NIT Clause shall prevail. Refer Clause number 1.28 taxes and duties
123	81	1.28	Taxes & Duties i. The prices quoted by the bidder are inclusive of all taxes, duties and statutory levies excluding GST. All taxes & duties payable by the bidders in respect of the transaction between the bidders and their vendors/ suppliers while procuring any products and Services shall be included in the total bid price and no claim on this behalf will be entertained by NFL & RFCL. ii. GST in respect of the transactions between NFL/RFCL and the vendor under the contract, if any, should be indicated separately wherever applicable in the Bid Proposal Sheets and same shall also be included in the quoted Total Bid Price. iii. Statutory variation in rate of GST in India during the contractual period, except the extended period of contract & extension due to the reasons attributable to vendor, shall be to the purchaser's account. iv. As regards the income tax, surcharge on income tax and other corporate taxes the bidder shall be responsible for such payment to the concerned authorities. v. A bid shall not be considered unless accompanied by GST registration certificate. vi. GST Registration Nos. a. NFL: 09AAACN0189N122 (UP) b. RFCL: 07AAHCR2335P2ZY (Delhi) vii. Terms of Payment The payment to the Vendor under the contract will be made by the purchaser in line with the terms and conditions of payment given in Payment section II of this NIT.	Taxes and duties As per RFP	<b>Any increase or decrease in the rates of applicable taxes, duties or any new levy on account on changes in law shall be to the account of NFL.</b>	NIT Clause shall prevail. Refer Clause number 1.28 taxes and duties
124	82	1.29	The purchaser reserves the right to request for a change in the work schedule during pre-award discussions with system integrator.	The purchaser reserves the right to request for a change in the work schedule during pre-award discussions with system integrator.	<b>Addition of the following -</b>  <b>However, any change in the work schedule shall be on terms and conditions mutually agreeable to both the parties.</b>	NIT Clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
125	82	1.30	Bid shall remain valid for a period of One Hundred & Eighty (180) days from tender opening date. Purchaser shall reject a bid valid for a shorter period as being non-responsive.	Validity of the period Bid shall remain valid for a period of One Hundred & Eighty (180) days from tender opening date. Purchaser shall reject a bid valid for a shorter period as being non-responsive.	Bid shall remain valid for a period of <b>thirty (30)</b> days from tender opening date. Purchaser shall reject a bid valid for a shorter period as being non-responsive.	NIT Clause shall prevail
126	84	1.35	d) Submit false /fake documents or a. Makes misrepresentation or does wrongful declaration/ presentation of qualifying data and other facts; or b. Makes any modifications in the terms & conditions of the bid which are not acceptable to the Purchaser. e) In case System Integrator fails to : IMPLEMENTATION OF ERP SOLUTION AT NFL & RFCL 85 <input type="checkbox"/> Accept the work order AND/OR <input type="checkbox"/> Sign the contract in accordance with contract agreement mentioned in Annexure V and VI. AND/OR <input type="checkbox"/> Furnish Contract Performance Guarantee in accordance with Form 15 and 16 – Volume III	d) Submit false /fake documents or a. Makes misrepresentation or does wrongful declaration/ presentation of qualifying data and other facts; or b. Makes any modifications in the terms & conditions of the bid which are not acceptable to the Purchaser. e) In case System Integrator fails to : <input type="checkbox"/> Accept the work order AND/OR <input type="checkbox"/> Sign the contract in accordance with contract agreement mentioned in Annexure V and VI. AND/OR <input type="checkbox"/> Furnish Contract Performance Guarantee in accordance with Form 15 and 16 – Volume III	Please delete d(b) and allow the bidder to withdraw the bid (without forfeiture of EMD) in case a mutually agreed contract is not agreed between the parties (i.e. deviations submitted by the bidder are not acceptable to NFL/RFCL)	NIT Clause shall prevail
127	94	Project Implementation Experience (25 Marks) [COTS ERP Solution], Point No. 1	Project Implementation Experience (25 Marks) [COTS ERP Solution]	Project Implementation Experience (25 Marks) [COTS ERP Solution]	Too restrictive clause, Request to accept global references in last 8 years. Full 8 marks to be awarded for 2 references.	NIT Clause shall prevail
128	94	Project Implementation Experience (25 Marks) [COTS ERP Solution], Pt 1	At least one implementation of proposed COTS ERP in fertilizer/petro chemical/continuous process industry in India in last seven years ending last day of the previous month in which NIT has been issued should be live with 4 out of 8 core areas i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay , material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal with minimum 500 licensed users having core processes in a project. Or Two implementations proposed COTS ERP in Fertilizer/Petro chemical/continuous process industry in India in last seven years ending last day of the previous month in which NIT has been issued having minimum 300 licensed users should be live with 4 out of 8 core areas i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay, material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal.	At least one implementation of proposed COTS ERP in fertilizer/petro chemical/continuous process industry in India in last seven years ending last day of the previous month in which NIT has been issued should be live with 4 out of 8 core areas i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay , material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal with minimum 500 licensed users	Request you to kindly update to following:-  At least one implementation of proposed COTS ERP in fertilizer/petro chemical/continuous process industry in India with 4 out of 8 core areas i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay , material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal with minimum 500 licensed users	NIT Clause shall prevail
129	94	1.43 Evaluation & Comparison of Bids & Project Implementation Experience (25 Marks) [COTS ERP Solution]	At least one implementation of proposed COTS ERP in fertilizer/petro chemical/continuous process industry in India in last seven years ending last day of the previous month in which NIT has been issued should be live with 4 out of 8 core areas i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay , material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal with minimum 500 licensed users having core processes in a project. Or Two implementations proposed COTS ERP in Fertilizer/Petro chemical/continuous process industry in India in last seven years ending last day of the previous month in which NIT has been issued having minimum 300 licensed users should be live with 4 out of 8 core areas i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay, material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal.	At least one implementation of proposed COTS ERP in fertilizer/petro chemical/continuous process industry in India in last seven years ending last day of the previous month in which NIT has been issued should be live with 4 out of 8 core areas i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay , material & inventory management including taxation, e- tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal with minimum 500 licensed users	Please remove last years clause and single project of 1000 users can also fetch full marks	NIT Clause shall prevail
130	95	Project Implementation Experience [COTS ERP Solution]	At least one implementation of proposed COTS ERP in fertilizer/petro chemical/continuous process industry in India in last seven years ending last day of the previous month in which NIT has been issued should be live with 4 out of 8 core areas i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay , material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal with minimum 500 licensed users having core processes in a project. Or Two implementations proposed COTS ERP in Fertilizer/Petro chemical/continuous process industry in India in last seven years ending last day of the previous month in which NIT has been issued having minimum 300 licensed users should be live with 4 out of 8 core areas i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay, material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal.	At least one implementation of proposed COTS ERP in fertilizer/petro chemical/continuous process industry in India in last seven years ending last day of the previous month in which NIT has been issued should be live with 4 out of 8 core areas i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay , material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal with minimum 500 licensed users having core processes in a project. Or Two implementations proposed COTS ERP in Fertilizer/Petro chemical/continuous process industry in India in last seven years ending last day of the previous month in which NIT has been issued having minimum 300 licensed users should be live with 4 out of 8 core areas i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay, material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal.	i. The bidder shall get 6 marks for providing 1 citations of minimum 300 licensed users in a project or 2 citations of minimum 300 licensed users in a project having at least 4 out of 8 core processes mentioned in the parameter. ii. The bidder shall get 7 marks for providing 2 citations of minimum 300 licensed users in a project or 4 citations of minimum 300 licensed users in a project having at least 4 out of 8 core processes mentioned in the parameter. iii. The bidder shall get 8 marks for providing 3 ( and above) citations of minimum 300 licensed users in a project or 6 (and above) citations of minimum 150 licensed users in a project having at least 4 out of 8 core processes mentioned in the parameter.	NIT Clause shall prevail



Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
131	95	1.43 Evaluation & Comparison of Bids & Project Implementation Experience (25 Marks) [COTS ERP Solution]	At least one implementation of proposed COTS ERP in fertilizer/pesticide/chemical/continuous process industry in India in last seven years ending last day of the previous month in which NIT has been issued should be live with 4 out of 8 core areas i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay, material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal with minimum 500 licensed users having core processes in a project. Or Two implementations proposed COTS ERP in Fertilizer/Petro chemical/continuous process industry in India in last seven years ending last day of the previous month in which NIT has been issued having minimum 300 licensed users should be live with 4 out of 8 core areas i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay, material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal.	having core processes in a project. Or Two implementations proposed COTS ERP in Fertilizer/Petro chemical/continuous process industry in India in last seven years ending last day of the previous month in which NIT has been issued having minimum 300 licensed users should be live with 4 out of 8 core areas i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay, material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management		No clarification sought on the clause, so no action required.
132	96	Project Implementation Experience (25 Marks) [COTS ERP Solution], Point No. 2	The customer base of proposed COTS ERP in India should be at least 500 transactional users across multiple processes and multiple locations with at least 7 customers out of which at least 2 are to be in the organizations of Govt. of India / State Govt. / PSUs during last 7 years ending last day of the previous month, in which NIT has been issued.	The customer base of proposed COTS ERP in India should be at least 500 transactional users across multiple processes and multiple locations with at least 7 customers out of which at least 2 are to be in the organizations of Govt. of India / State Govt. / PSUs during last 7 years ending last day of the previous month, in which NIT has been issued.	Request to amend as "The customer base of proposed COTS ERP in India should be at least 250 transactional users across multiple processes and multiple locations with at least 3 customers out of which at least 2 are to be in the organizations of Govt. of India / State Govt. / PSUs during last 8 years ending last day of the previous month, in which NIT has been issued."	The customer base of proposed COTS ERP (current or earlier) in India across multiple processes and multiple locations with at least 7 customers out of which at least 2 are to be in the organizations of Govt. of India / State Govt. / PSUs during last 7 years ending last day of the previous month, in which NIT has been issued.
133	96	Project Implementation Experience (25 Marks) [COTS ERP Solution], Pt 2	The customer base of proposed COTS ERP in India should be at least 500 transactional users across multiple processes and multiple locations with at least 7 customers out of which at least 2 are to be in the organizations of Govt. of India / State Govt. / PSUs during last 7 years ending last day of the previous month, in which NIT has been issued.	The customer base of proposed COTS ERP in India should be at least 500 transactional users across multiple processes and multiple locations with at least 7 customers out of which at least 2 are to be in the organizations of Govt. of India / State Govt. / PSUs during last 7 years ending last day of the previous month, in which NIT has been issued.	Kindly remove the requirement of time period for 7 years	The customer base of proposed COTS ERP (current or earlier) in India across multiple processes and multiple locations with at least 7 customers out of which at least 2 are to be in the organizations of Govt. of India / State Govt. / PSUs during last 7 years ending last day of the previous month, in which NIT has been issued.
134	96	Project Implementation Experience (25 Marks) [COTS ERP Solution], Point No. 2	The customer base of proposed COTS ERP in India should be at least 500 transactional users across multiple processes and multiple locations with at least 7 customers out of which at least 2 are to be in the organizations of Govt. of India / State Govt. / PSUs during last 7 years ending last day of the previous month, in which NIT has been issued.	The customer base of proposed COTS ERP in India should be at least 500 transactional users across multiple processes and multiple locations with at least 7 customers out of which at least 2 are to be in the organizations of Govt. of India / State Govt. / PSUs during last 7 years ending last day of the previous month, in which NIT has been issued	The bidder shall get 4 marks for providing at least 2 citations of offered COTS ERP in the Govt. of India / State Govt. / PSU sector each with user base of at least 500 transactional users Or The bidder shall get 5 marks for providing at least 3 citations of offered COTS ERP in the Govt. of India / State Govt. / PSU sector each with user base of at least 500 transactional users Or The bidder shall get 6 marks for providing at least 4 citations of offered COTS ERP in the Govt. of India / State Govt. / PSU sector each with user base of at least 500 transactional users  Modification: The bidder shall get 4 marks for providing at least 2 citations of offered COTS ERP in the Govt. of India / State Govt. / PSU sector each with user base of at least 150 transactional users Or The bidder shall get 5 marks for providing at least 3 citations of offered COTS ERP in the Govt. of India / State Govt. / PSU sector each with user base of at least 150 transactional users Or The bidder shall get 6 marks for providing at least 4 citations of offered COTS ERP in the Govt. of India / State Govt. / PSU sector each with user base of at least 150 transactional users	The customer base of proposed COTS ERP (current or earlier) in India across multiple processes and multiple locations with at least 7 customers out of which at least 2 are to be in the organizations of Govt. of India / State Govt. / PSUs during last 7 years ending last day of the previous month, in which NIT has been issued.
135	96	1.43 Evaluation & Comparison of Bids & Project Implementation Experience (25 Marks) [COTS ERP Solution]	NA	including enterprise portal.		Please clarify what kind of clarification is expected from this query
136	96	1.43 Evaluation & Comparison of Bids & Project Implementation Experience (25 Marks) [COTS ERP Solution]	The customer base of proposed COTS ERP in India should be at least 500 transactional users across multiple processes and multiple locations with at least 7 customers out of which at least 2 are to be in the organizations of Govt. of India / State Govt. / PSUs during last 7 years ending last day of the previous month, in which NIT has been issued.	The customer base of proposed COTS ERP in India should be at least 500 transactional users across multiple processes and multiple locations with at least 7 customers out of which at least 2 are to be in the organizations of Govt. of India / State Govt. / PSUs during last 7 years ending last day of the previous month, in which NIT has been issued.	Please clarify that Citaion OEM can also be shared	The customer base of proposed COTS ERP (current or earlier) in India across multiple processes and multiple locations with at least 7 customers out of which at least 2 are to be in the organizations of Govt. of India / State Govt. / PSUs during last 7 years ending last day of the previous month, in which NIT has been issued.
137	97	Project Implementation Experience (25 Marks) [COTS ERP Solution], Point No. 3	Implementation experience of 8 core processes in India in last seven years ending last day of the previous month in which NIT has been issued i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay, material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal	Implementation experience of 8 core processes in India in last seven years ending last day of the previous month in which NIT has been issued i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay, material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal	Request to amend as "Implementation experience of 8 core processes in India in <b>last 8 years</b> ending last day of the previous month in which NIT has been issued i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay, material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal"	NIT Clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
138	97		Project Implementation Experience (25 Marks) [COTS ERP Solution], Pt 3	Implementation experience of 8 core processes in India in last seven years ending last day of the previous month in which NIT has been issued i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay, material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal	Implementation experience of 8 core processes in India in last seven years ending last day of the previous month in which NIT has been issued i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay, material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal	Kindly remove the requirement of time period for 7 years  NIT Clause shall prevail
139	97	1.43 Evaluation & Comparison of Bids & Project Implementation Experience (25 Marks) [COTS ERP Solution]	Implementation experience of 8 core processes in India in last seven years ending last day of the previous month in which NIT has been issued i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay, material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal	Implementation experience of 8 core processes in India in last seven years ending last day of the previous month in which NIT has been issued i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay, material & inventory management including taxation, e- tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal	e-tendering should be repalxcd by integration to e -tendering sites	NIT Clause shall prevail
140	98	Project Implementation Experience (25 Marks) [COTS ERP Solution], Point No. 4	Large implementation experience in India in last seven year ending last day of the previous month in which NIT has been issued. The bidder shall get 1 mark per citation related to the implementation of the offered COTS ERP product in India with at least 1500 licenses in each of the implementation. Note: - The bidder can provide maximum of 3 such citations.	Large implementation experience in India in last seven year ending last day of the previous month in which NIT has been issued.The bidder shall get 1 mark per citation related to the implementation of the offered COTS ERP product in India with at least 1500 licenses in each of the implementation. Note: - The bidder can provide maximum of 3 such citations.	Request to accept reference in last 8 years. Also for large implementation number of references asked to be restricted to one only.	"Large implementation experience in India in last 10 years ending last day of the previous month in which NIT has been issued. The bidder shall get 1 mark per citation related to the implementation of the offered COTS ERP (current or earlier) product in India with at least 1500 licenses in each of the implementation. Note: - The bidder can provide maximum of 3 such citations."
141	98	Project Implementation Experience (25 Marks) [COTS ERP Solution], Pt. 4	Large implementation experience in India in last seven year ending last day of the previous month in which NIT has been issued. The bidder shall get 1 mark per citation related to the implementation of the offered COTS ERP product in India with at least 1500 licenses in each of the implementation. Note: - The bidder can provide maximum of 3 such citations.	Large implementation experience in India in last seven year ending last day of the previous month in which NIT has been issued.	Please change it as below: Large implementation experience in India in last <del>ten</del> year ending last day of the previous month in which NIT has been issued.	"Large implementation experience in India in last 10 years ending last day of the previous month in which NIT has been issued. The bidder shall get 1 mark per citation related to the implementation of the offered COTS ERP (current or earlier) product in India with at least 1500 licenses in each of the implementation. Note: - The bidder can provide maximum of 3 such citations."
142	98	NIT Volume I, Project Implementation Experience (25 Marks) [COTS ERP Solution]	Large implementation experience in India in last seven year ending last day of the previous month in which NIT has been issued. The bidder shall get 1 mark per citation related to the implementation of the offered COTS ERP product in India with at least 1500 licenses in each of the implementation. Note: - The bidder can provide maximum of 3 such citations.	Large implementation experience in India in last seven year ending last day of the previous month in which NIT has been issued: The bidder shall get 1 mark per citation related to the implementation of the offered COTS ERP product in India with at least 1500 licenses in each of the implementation	We request NFL to please consider our request and amend clause as following: Large implementation experience in India in last seven year ending last day of the previous month in which NIT has been issued: The bidder shall get 1 mark per citation related to the implementation of the offered COTS ERP product in India with at least 1000 licenses in each of the implementation	"Large implementation experience in India in last 10 years ending last day of the previous month in which NIT has been issued. The bidder shall get 1 mark per citation related to the implementation of the offered COTS ERP (current or earlier) product in India with at least 1500 licenses in each of the implementation. Note: - The bidder can provide maximum of 3 such citations."
143	98	Project Implementation Experience (25 Marks) [COTS ERP Solution], Pt 4	Large implementation experience in India in last seven year ending last day of the previous month in which NIT has been issued. The bidder shall get 1 mark per citation related to the implementation of the offered COTS ERP product in India with at least 1500 licenses in each of the implementation. Note: - The bidder can provide maximum of 3 such citations.	Large implementation experience in India in last seven year ending last day of the previous month in which NIT has been issued.	Kindly remove the requirement of time period for 7 years	"Large implementation experience in India in last 10 years ending last day of the previous month in which NIT has been issued. The bidder shall get 1 mark per citation related to the implementation of the offered COTS ERP (current or earlier) product in India with at least 1500 licenses in each of the implementation. Note: - The bidder can provide maximum of 3 such citations."
144	98	Project Implementation Experience (25 Marks) [COTS ERP Solution], Point No. 4	Large implementation experience in India in last seven year ending last day of the previous month in which NIT has been issued. The bidder shall get 1 mark per citation related to the implementation of the offered COTS ERP product in India with at least 1500 licenses in each of the implementation. Note: - The bidder can provide maximum of 3 such citations.	Large implementation experience in India in last seven year ending last day of the previous month in which NIT has been issued.	Large implementation experience in India /Globe in last 12 year ending last day of the previous month in which NIT has been issued.	"Large implementation experience in India in last 10 years ending last day of the previous month in which NIT has been issued. The bidder shall get 1 mark per citation related to the implementation of the offered COTS ERP (current or earlier) product in India with at least 1500 licenses in each of the implementation. Note: - The bidder can provide maximum of 3 such citations."
145	98	1.43 Evaluation & Comparison of Bids & Project Implementation Experience (25 Marks) [COTS ERP Solution]	Large implementation experience in India in last seven year ending last day of the previous month in which NIT has been issued. The bidder shall get 1 mark per citation related to the implementation of the offered COTS ERP product in India with at least 1500 licenses in each of the implementation. Note: - The bidder can provide maximum of 3 such citations.	Large implementation experience in India in last seven year ending last day of the previous month in which NIT has been issued.	Please limit it to one project only to get full marks	"Large implementation experience in India in last 10 years ending last day of the previous month in which NIT has been issued. The bidder shall get 1 mark per citation related to the implementation of the offered COTS ERP (current or earlier) product in India with at least 1500 licenses in each of the implementation. Note: - The bidder can provide maximum of 3 such citations."

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
146	106	Demonstration Themes	<p>Demonstration Themes</p> <p>The following is a set of general "themes" that the software bidders should identify, but not limited to, throughout the demonstrations:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Workflow Enablement</li> </ul> <p>The bidders should demonstrate workflow abilities wherever appropriate within the context of the scripts.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> System Integration <ul style="list-style-type: none"> <li>o System Integration is an important factor and wherever appropriate, the bidder shall demonstrate solutions that will enable system integration, as might be required for processes spanning across functions.</li> <li>o Web-enabled processes such as those related to employee services or stakeholder interactions shall be demonstrated explaining how the solution transitions between the COTS ERP and a browser driven environment to help NFL &amp; RFCL understand the execution and impact of a transaction.</li> <li>o The bidder should also demonstrate, where appropriate, its ability to support mobile computing (including for approval process) either through a web-enabled interface or a detached interface with synchronization.</li> </ul> </li> </ul>	The following is a set of general "themes" that the software bidders should identify, but not limited to, throughout the demonstrations:	Please provide detailed list of set of general "themes" that the software bidders should identify, throughout the demonstrations	POC script will be shared post submission of bid
147	108	Process details	E-office solution 1) Document Management System 2) File creation and tracking 3) Workflow automation 4) Record Management	E-office solution 1) Document Management System 2) File creation and tracking 3) Workflow automation 4) Record Management	What application you are using currently for these systems in NFL & RFCL pls provide details.	No application for E-office currently deployed at NFL and RFCL
148	112	g. Subsidy	<p>Subsidy</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Demonstrate the ability of the system to integrate the COTS ERP system with FICC website to record the subsidy invoices</li> <li><input type="checkbox"/> Demonstrate the ability of system to clear the sales invoice with subsidy invoices received in order to check the subsidy due</li> <li><input type="checkbox"/> Demonstrate the ability of system to integrate with FICC system in order to bring the dealer-retailer-farmer network in COTS ERP system for sales planning and consumption details.</li> </ul>	<p>Demonstrate the ability of the system to integrate the COTS ERP system with FICC website to record the subsidy invoices</p> <p>Demonstrate the ability of system to clear the sales invoice with subsidy invoices received in order to check the subsidy due</p> <p>Demonstrate the ability of system to integrate with FICC system in order to bring the dealer-retailer-farmer network in COTS ERP system for sales planning and consumption details.</p>	Will the FICC allow Us to Integrate our Demonstration systems with their Website. If so, we need the details of the Data Structures, Communication Protocols and File Formats and other details of the FICC system for us to build the integration and demonstrate the Capability	For POC, there is no need of integration with websites. Formats available from FICC will be shared with POC scripts for purpose of integration.
149	112	20190207104319_NITVolume I	<p>Subsidy</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Demonstrate the ability of the system to integrate the COTS ERP system with FICC website to record the subsidy invoices</li> <li><input type="checkbox"/> Demonstrate the ability of system to clear the sales invoice with subsidy invoices received in order to check the subsidy due</li> <li><input type="checkbox"/> Demonstrate the ability of system to integrate with FICC system in order to bring the dealer-retailer-farmer network in COTS ERP system for sales planning and consumption details.</li> </ul>	<p>g. Subsidy</p> <p>Demonstrate the ability of the system to integrate the COTS ERP system with FICC website to record the subsidy invoices</p> <p>Demonstrate the ability of system to clear the sales invoice with subsidy invoices received in order to check the subsidy due</p> <p>Demonstrate the ability of system to integrate with FICC system in order to bring the dealer-retailer-farmer network in COTS ERP system for sales planning and consumption details.</p>	Will the FICC allow Us to Integrate our Demonstration systems with their Website. If so, we need the details of the Data Structures, Communication Protocols and File Formats and other details of the FICC system for us to build the integration and demonstrate the Capability	For POC, there is no need of integration with websites. Formats available from FICC will be shared with POC scripts for purpose of integration.
150	112	Year End Closing	Demonstrate the provision to generate financial statements (format available with the bidder) and generate reports like (but not limited to) trial balances, transaction lists, financial statements at various levels etc.	Demonstrate the provision to generate financial statements (format available with the bidder) and generate reports like (but not limited to) trial balances, transaction lists, financial statements at various levels etc.	Please provide the detailed list to demonstrate the provision to generate financial statements (format available with the bidder) and generate reports like trial balances, transaction lists, financial statements at various levels etc.	POC script will be shared post submission of bid
151	112	20190207104319_NITVolume I	<p>Subsidy</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Demonstrate the ability of the system to integrate the COTS ERP system with FICC website to record the subsidy invoices</li> <li><input type="checkbox"/> Demonstrate the ability of system to clear the sales invoice with subsidy invoices received in order to check the subsidy due</li> <li><input type="checkbox"/> Demonstrate the ability of system to integrate with FICC system in order to bring the dealer-retailer-farmer network in COTS ERP system for sales planning and consumption details.</li> </ul>	<p>g. Subsidy</p> <p>Demonstrate the ability of the system to integrate the COTS ERP system with FICC website to record the subsidy invoices</p> <p>Demonstrate the ability of system to clear the sales invoice with subsidy invoices received in order to check the subsidy due</p> <p>Demonstrate the ability of system to integrate with FICC system in order to bring the dealer-retailer-farmer network in COTS ERP system for sales planning and consumption details.</p>	Will the FICC allow Us to Integrate our Demonstration systems with their Website. If so, we need the details of the Data Structures, Communication Protocols and File Formats and other details of the FICC system for us to build the integration and demonstrate the Capability	For POC, there is no need of integration with websites. Formats available from FICC will be shared with POC scripts for purpose of integration.
152	112	20190207104319_NITVolume I	<p>Subsidy</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Demonstrate the ability of the system to integrate the COTS ERP system with FICC website to record the subsidy invoices</li> <li><input type="checkbox"/> Demonstrate the ability of system to clear the sales invoice with subsidy invoices received in order to check the subsidy due</li> <li><input type="checkbox"/> Demonstrate the ability of system to integrate with FICC system in order to bring the dealer-retailer-farmer network in COTS ERP system for sales planning and consumption details.</li> </ul>	<p>g. Subsidy</p> <p>Demonstrate the ability of the system to integrate the COTS ERP system with FICC website to record the subsidy invoices</p> <p>Demonstrate the ability of system to clear the sales invoice with subsidy invoices received in order to check the subsidy due</p> <p>Demonstrate the ability of system to integrate with FICC system in order to bring the dealer-retailer-farmer network in COTS ERP system for sales planning and consumption details.</p>	Will the FICC allow Us to Integrate our Demonstration systems with their Website. If so, we need the details of the Data Structures, Communication Protocols and File Formats and other details of the FICC system for us to build the integration and demonstrate the Capability	For POC, there is no need of integration with websites. Formats available from FICC will be shared with POC scripts for purpose of integration.
153	112	3. Operations & Maintenance Management, Point No. A	<p>General Features</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Demonstrate the ability of the system to maintain a database of technical design of urea plants (with details such as diagrams of boilers, turbines, generators, conveyers, accessories, layouts etc.) and monitoring the same on various parameters such as efficiency and comparison of the same with predefined targets and norms.</li> <li><input type="checkbox"/> Demonstrate the system's capability to generate reports giving a comparison on the performance of similar equipment of similar units. Computation of various KPI such as Plant Availability Factor, Heat Rate, Fuel Consumption, Energy Consumption etc. should also be demonstrated by the bidder based on simulations and dummy data.</li> <li><input type="checkbox"/> Chronological reporting (i.e. previous year's data on DPR).</li> <li><input type="checkbox"/> Equipment health/age monitoring (equipment replace/repair alert based on the age/performance).</li> </ul>	<p>Demonstrate the ability of the system to maintain a database of technical design of urea plants (with details such as diagrams of boilers, turbines, generators, conveyers, accessories, layouts etc.) and monitoring the same on various parameters (such as efficiency and comparison of the same with predefined targets and norms.</p> <p>Demonstrate the system's capability to generate reports giving a comparison on the performance of similar equipment of similar units. Computation of various KPI such as Plant Availability Factor, Heat Rate, Fuel Consumption, Energy Consumption etc. should also be demonstrated by the bidder based on simulations and dummy data.</p> <p>Chronological reporting (i.e. previous year's data on DPR).</p> <p>Equipment health/age monitoring (equipment replace/repair alert based on the age/performance).</p>	Please provide the details such as Operational parameters with Sample Data and Formulae for calculating such as Performance / Efficiency for the Various equipment for which the scenario need to be demonstrated	POC script will be shared post submission of bid

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
154	112	20190207104319_NITVolume I	<p>General Features</p> <p><input type="checkbox"/> Demonstrate the ability of the system to maintain a database of technical design of urea plants (with details such as diagrams of boilers, turbines, generators, conveyers, accessories, layouts etc.) and monitoring the same on various parameters such as efficiency and comparison of the same with predefined targets and norms.</p> <p><input type="checkbox"/> Demonstrate the system's capability to generate reports giving a comparison on the performance of similar equipment of similar units. Computation of various KPI such as Plant Availability Factor, Heat Rate, Fuel Consumption, Energy Consumption etc. should also be demonstrated by the bidder based on simulations and dummy data.</p> <p><input type="checkbox"/> Chronological reporting (i.e. previous year's data on DPR).</p> <p><input type="checkbox"/> Equipment health/age monitoring (equipment replace/repair alert based on the age/performance).</p>	<p>3. Operations &amp; Maintenance Management</p> <p>A. Operations Management</p> <p>a. General Features</p> <p>Demonstrate the ability of the system to maintain a database of technical design of urea plants (with details such as diagrams of boilers, turbines, generators, conveyers, accessories, layouts etc.) and monitoring the same on various parameters such as efficiency and comparison of the same with predefined targets and norms.</p> <p>Demonstrate the system's capability to generate reports giving a comparison on the performance of similar equipment of similar units. Computation of various KPI such as Plant Availability Factor, Heat Rate, Fuel Consumption, Energy Consumption etc. should also be demonstrated by the bidder based on simulations and dummy data.</p> <p>Chronological reporting (i.e. previous year's data on DPR).</p> <p>Equipment health/age monitoring (equipment replace/repair alert based on the age/performance).</p>	<p>Please provide the details such as Operational parameters with Sample Data and Formulae for calculating the Performance / Efficiency for the Various equipment for which the scenario need to be demonstrated</p>	<p>POC script will be shared post submission of bid</p>
155	112	20190207104319_NITVolume I	<p>General Features</p> <p><input type="checkbox"/> Demonstrate the ability of the system to maintain a database of technical design of urea plants (with details such as diagrams of boilers, turbines, generators, conveyers, accessories, layouts etc.) and monitoring the same on various parameters such as efficiency and comparison of the same with predefined targets and norms.</p> <p><input type="checkbox"/> Demonstrate the system's capability to generate reports giving a comparison on the performance of similar equipment of similar units. Computation of various KPI such as Plant Availability Factor, Heat Rate, Fuel Consumption, Energy Consumption etc. should also be demonstrated by the bidder based on simulations and dummy data.</p> <p><input type="checkbox"/> Chronological reporting (i.e. previous year's data on DPR).</p> <p><input type="checkbox"/> Equipment health/age monitoring (equipment replace/repair alert based on the age/performance).</p>	<p>3. Operations &amp; Maintenance Management</p> <p>A. Operations Management</p> <p>a. General Features</p> <p>Demonstrate the ability of the system to maintain a database of technical design of urea plants (with details such as diagrams of boilers, turbines, generators, conveyers, accessories, layouts etc.) and monitoring the same on various parameters such as efficiency and comparison of the same with predefined targets and norms.</p> <p>Demonstrate the system's capability to generate reports giving a comparison on the performance of similar equipment of similar units. Computation of various KPI such as Plant Availability Factor, Heat Rate, Fuel Consumption, Energy Consumption etc. should also be demonstrated by the bidder based on simulations and dummy data.</p> <p>Chronological reporting (i.e. previous year's data on DPR).</p> <p>Equipment health/age monitoring (equipment replace/repair alert based on the age/performance).</p>	<p>Please provide the details such as Operational parameters with Sample Data and Formulae for calculating the Performance / Efficiency for the Various equipment for which the scenario need to be demonstrated</p>	<p>POC script will be shared post submission of bid</p>
156	112	20190207104319_NITVolume I	<p>General Features</p> <p><input type="checkbox"/> Demonstrate the ability of the system to maintain a database of technical design of urea plants (with details such as diagrams of boilers, turbines, generators, conveyers, accessories, layouts etc.) and monitoring the same on various parameters such as efficiency and comparison of the same with predefined targets and norms.</p> <p><input type="checkbox"/> Demonstrate the system's capability to generate reports giving a comparison on IMPLEMENTATION OF ERP SOLUTION AT NFL &amp; RFCL 113 the performance of similar equipment of similar units. Computation of various KPI such as Plant Availability Factor, Heat Rate, Fuel Consumption, Energy Consumption etc. should also be demonstrated by the bidder based on simulations and dummy data.</p> <p><input type="checkbox"/> Chronological reporting (i.e. previous year's data on DPR).</p> <p><input type="checkbox"/> Equipment health/age monitoring (equipment replace/repair alert based on the age/performance).</p>	<p>3. Operations &amp; Maintenance Management</p> <p>A. Operations Management</p> <p>a. General Features</p> <p>Demonstrate the ability of the system to maintain a database of technical design of urea plants (with details such as diagrams of boilers, turbines, generators, conveyers, accessories, layouts etc.) and monitoring the same on various parameters such as efficiency and comparison of the same with predefined targets and norms.</p> <p>Demonstrate the system's capability to generate reports giving a comparison on the performance of similar equipment of similar units. Computation of various KPI such as Plant Availability Factor, Heat Rate, Fuel Consumption, Energy Consumption etc. should also be demonstrated by the bidder based on simulations and dummy data.</p> <p>Chronological reporting (i.e. previous year's data on DPR).</p> <p>Equipment health/age monitoring (equipment replace/repair alert based on the age/performance).</p>	<p>Please provide the details such as Operational parameters with Sample Data and Formulae for calculating the Performance / Efficiency for the Various equipment for which the scenario need to be demonstrated</p>	<p>POC script will be shared post submission of bid</p>
157	113	3. Operations & Maintenance Management	<p>Demonstrate ability of the system to create a work order for all types of work by estimating the job duration, resource requirements, material requirements, and contractor requirements and allocate a work priority. The work order shall also identify the labor type and/or crew (s) allocated to the work, description of the work and the duration of the work. It is likely that for Emergency work, the Work Order details could be provided via an electronic interface email / SMS.</p>	<p>It is likely that for Emergency work, the Work Order details could be provided via an electronic interface email / SMS.</p>	<p>Hope the recurring charges of SMS would be paid by NFL on actual basis?</p>	<p>Understanding is correct</p>
158	115	1.46	<p>Notification of Award</p> <p>i. Prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing that its bid has been accepted.</p> <p>ii. The notification of award will constitute the formation of the contract.</p>	<p>ii. The notification of award will constitute the formation of the contract.</p>	<p>ii. The notification of award will constitute <b>the intent of the parties towards</b> formation of the contract.</p>	<p>NIT clause shall prevail</p>
159	115	1.47(iii)	<p>Subject to fulfillment of all clauses, separate work orders for NFL &amp; RFCL shall be issued by NFL &amp; RFCL to the system integrator. In case of any unforeseen circumstances if work order is not issued within bid validity period, the bidder has to extend the bid validity as desired by the purchaser. Both the contracts will be mutually exclusive of one another and would not have any implication whatsoever inter-se. Contractor and NFL/RFCL as the case may be, shall be responsible to each other independently in respect of their obligations as per their respective contracts.</p>	<p>Signing of contract</p> <p>Subject to fulfillment of all clauses, separate work orders for NFL &amp; RFCL shall be issued by NFL &amp; RFCL to the system integrator. In case of any unforeseen circumstances if work order is not issued within bid validity period, the bidder has to extend the bid validity as desired by the purchaser. Both the contracts will be mutually exclusive of one another and would not have any implication whatsoever inter-se. Contractor and NFL/RFCL as the case may be, shall be responsible to each other independently in respect of their obligations as per their respective contracts.</p>	<p>Subject to fulfillment of all clauses, separate work orders for NFL &amp; RFCL shall be issued by NFL &amp; RFCL to the system integrator. In case of any unforeseen circumstances if work order is not issued within bid validity period, <b>NFL shall request to extend the bid validity on mutually agreed terms.</b> Both the contracts will be mutually exclusive of one another and would not have any implication whatsoever inter-se. Contractor and NFL/RFCL as the case may be, shall be responsible to each other independently in respect of their obligations as per their respective contracts.</p>	<p>NIT clause shall prevail</p>
160	116	1.47(iv)	<p>Failure of the system integrator to sign the contract agreement shall constitute sufficient grounds for the annulment of the award, in which event purchaser may at its sole discretion make the award to the next best value bidder(s) or call for new proposals and invoke the EMD of the system integrator.</p>	<p>Failure of the system integrator to sign the contract agreement shall constitute sufficient grounds for the annulment of the award, in which event purchaser may at its sole discretion make the award to the next best value bidder(s) or call for new proposals and invoke the EMD of the system integrator.</p>	<p>iv. Failure of the system integrator to sign the contract agreement <b>on mutually agreed terms and conditions</b> shall constitute sufficient grounds for the annulment of the award, in which event purchaser may at its sole discretion make the award to the next best value bidder(s) or call for new proposals and invoke the EMD of the system integrator.</p>	<p>NIT Clause shall prevail</p>
161	116	1.47	<p>Upon system integrator's furnishing of Contract Performance Guarantee (CPG), NFL &amp; RFCL will promptly notify each unsuccessful bidder and will return its bid security.</p>	<p>v. Upon system integrator's furnishing of Contract Performance Guarantee (CPG), NFL &amp; RFCL will promptly notify each unsuccessful bidder and will return its bid security.</p>	<p><b>We request that the unsuccessful bidder's EMD be returned within seven (7) days from the date of declaration of the successful bidder.</b></p>	<p>NIT Clause shall prevail</p>

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
162	116	1.47(viii)	The contract performance guarantee shall be submitted to the purchaser as per the Volume - III within 30 days of date of work order. The contract performance guarantee should be valid for a period till completion of 6 months after the expiry of entire contract period (72 months) from the date of signing of contract agreement, with total period being 78 months and renewable thereafter throughout the duration of the contract.	Signing of contract The contract performance guarantee shall be submitted to the purchaser as per the Volume - III within 30 days of date of work order. The contract performance guarantee should be valid for a period till completion of 6 months after the expiry of entire contract period (72 months) from the date of signing of contract agreement, with total period being 78 months and renewable thereafter throughout the duration of the contract.	The contract performance guarantee shall be submitted to the purchaser as per the Volume - III within 30 days of date of work order. The contract performance guarantee should be valid for a period till completion of <b>30 days</b> after the expiry of entire contract period (72 months) from the date of signing of contract agreement, with total period being <b>73</b> months and renewable thereafter throughout the duration of the contract.	NIT Clause shall prevail
163	116	1.47(d)	d. Performance Guarantee will be refunded after satisfactory completion of O&M period against issue of written certificate in this regard by NFL & RFCL.	Performance Guarantee will be refunded after satisfactory completion of O&M period against issue of written certificate in this regard by NFL & RFCL.	Performance Guarantee will be refunded after completion of O&M period against issue of written certificate in this regard by NFL & RFCL.	NIT Clause shall prevail
164	116	1.47(e)	The Performance guarantee shall cover additionally the following guarantees to NFL & RFCL <input type="checkbox"/> The system integrator guarantees the successful and satisfactory operation of the equipment furnished and installed under the contract, as per the specifications and documents. <input type="checkbox"/> The system integrator guarantees the total package for COTS ERP Solution & IAAS infrastructure are equipped with necessary hardware, software and sufficient number of licenses as required by the complete solution. Installed software and hardware required for successful, efficient and robust operation of the COTS ERP Solution + IaaS hosting are working smoothly and are free from any type of defect or issue which may adversely affect the working of the entire solutions.. <input type="checkbox"/> The system integrator further guarantees that complete COTS ERP solution & IaaS hosting supplied, installed, configured, tested and commissioned by him/his sub vendors shall be free from all defects in design, material and workmanship. In case of any issue arising due to defects in design, material and poor workmanship, the system integrator shall fully remedy the issues free of expenses to NFL & RFCL upon receipt of written notice from NFL & RFCL during the entire period of contract..	The Performance guarantee shall cover additionally the following guarantees to NFL & RFCL : 1. The system integrator guarantees the successful and satisfactory operation of the equipment furnished and installed under the contract, as per the specifications and documents. 2. The system integrator guarantees the total package for COTS ERP Solution & IAAS infrastructure are equipped with necessary hardware, software and sufficient number of licenses as required by the complete solution. Installed software and hardware required for successful, efficient and robust operation of the COTS ERP Solution + IaaS hosting are working smoothly and are free from any type of defect or issue which may adversely affect the working of the entire solutions.. 3. The system integrator further guarantees that complete COTS ERP solution & IaaS hosting supplied, installed, configured, tested and commissioned by him/his sub vendors shall be free from all defects in design, material and workmanship. In case of any issue arising due to defects in design, material and poor workmanship, the system integrator shall fully remedy the issues free of expenses to NFL & RFCL upon receipt of written notice from NFL & RFCL during the entire period of contract..	The Performance guarantee shall cover additionally the following guarantees to NFL & RFCL : 1. The system integrator guarantees the successful operation of the equipment furnished and installed under the contract, as per the specifications and documents. 2.The system integrator guarantees the total package for COTS ERP Solution & IAAS infrastructure are equipped with necessary hardware, software and sufficient number of licenses as required by the complete solution. Installed software and hardware required for successful, efficient and robust operation of the COTS ERP Solution + IaaS hosting are working smoothly and are free from any type of defect or issue which may adversely affect the working of the entire solutions.. 3.The system integrator further guarantees that complete COTS ERP solution & IaaS hosting supplied, installed, configured, tested and commissioned by him/his sub vendors shall be free from all defects in design, material and workmanship. In case of any issue arising due to defects in design, material and poor workmanship, the system integrator shall fully remedy the issues free of expenses to NFL & RFCL upon receipt of written notice from NFL & RFCL during the entire period of contract..	NIT Clause shall prevail
165	117	1.47 Signing of Contract	The tenderer shall furnish a Bank Guarantee from any of the Scheduled Bank excluding Grameen/Co-operative Bank in the form specified by NFL against Security Deposit for the faithful and proper fulfillment of the contract. The Bank Guarantee should be valid for a period of 72 months plus 6 months claim period from the date of signing of contract agreement. The Bank Guarantee should be submitted by Bankers directly to NFL & RFCL in a sealed cover and not through supplier. The Party shall also arrange confirmation of Bank Guarantee (including all amendments) by their issuing bank through SFMS mode directly to: a. NFL - SBI, Corporate Accounts Group Branch, 4th & 5th Floor, Red Fort Capital, Parsvanath Towers, Gole Market New Delhi-110001, IFSC - SBIN0017313 b. RFCL – SBI, Commercial Branch, Nehru Place, Delhi (110019), IFSC – SBIN004298	The tenderer shall furnish a Bank Guarantee from any of the Scheduled Bank excluding Grameen/Cooperative Bank in the form specified by NFL against Security Deposit for the faithful and proper fulfillment of the contract. The Bank Guarantee should be valid for a period of 72 months plus 6 months claim period from the date of signing of contract agreement. The Bank Guarantee should be submitted by Bankers directly to NFL & RFCL in a sealed cover and not through supplier. The Party shall also arrange confirmation of Bank Guarantee (including all amendments) by their issuing bank through SFMS mode directly to:	The tenderer shall furnish a Bank Guarantee from any of the Scheduled Bank excluding Grameen/Cooperative Bank in the form specified by NFL against Security Deposit for the faithful and proper fulfillment of the contract. The Bank Guarantee should be valid for a period of 72 months plus <b>30 days</b> claim period from the date of signing of contract agreement. The Bank Guarantee should be submitted by Bankers directly to NFL & RFCL in a sealed cover and not through supplier. The Party shall also arrange confirmation of Bank Guarantee (including all amendments) by their issuing bank through SFMS mode directly to:	NIT Clause shall prevail
166	118	1.5	Payment Terms	Payment Terms As per RFP	For licenses - 90% on delivery and 10% on installation	NIT Clause shall prevail
167	118	1.50 Payment terms	Payment Terms	Payment terms	Staggered delivery of licenses and the stipulated payment terms are not viable for an SI for ERP implementation project. We request you to accept all the licenses at one go and pay at least 90% of the license cost on delivery. Balance 10% can be released after UAT. Also request to release implementation payment as 10% of implementation cost on project kickoff, 25% on completion of BBP, 30% after UAT, 25% after Go-live, 10% after stabilisation.	NIT Clause shall prevail
168	118	Vol 1, 1.50 Payment Terms table B	Payment Terms	Payment Term	Payment Term	NIT Clause shall prevail
169	120	Vol 1, 1.50 Payment Terms, Table	Payment Terms	Payment Term	Payment Term	NIT Clause shall prevail
170	125	Suspension	Suspension NFL & RFCL may, by written notice to contractor, suspend all payments to the contractor hereunder if the contractor fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension- a) Shall specify the nature of failure. b) Shall request the contractor to remedy such failure within a period not exceeding thirty (30) days after receipt by the contractor of such notice of failure.	NFL & RFCL may, by written notice to contractor, suspend all payments to the contractor hereunder if the contractor fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension- a) Shall specify the nature of failure. b) Shall request the contractor to remedy such failure within a period not exceeding thirty (30) days after receipt by the contractor of such notice of failure.	NFL & RFCL may, by written notice of <b>30 days</b> to contractor, suspend <b>all disputed payments</b> if the contractor fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension- a) Shall specify the nature of failure. b) Shall request the contractor to remedy such failure within a period not exceeding thirty (30) days after receipt by the contractor of such notice of failure. <b>In the event of suspension, NFL &amp; RFCL shall pay bidder for goods delivered and completed till the date of suspension</b>	NIT Clause shall prevail
171	126	Forfeiture of Performance Bank Guarantee	Forfeiture of Performance Bank Guarantee i. In case of a system integrator, the PBG submitted by the bidder shall be forfeited under the following conditions: a) If the SI violates any terms and conditions of the contract. b) If the SI indulges any such activities as would jeopardize the interest of NFL & RFCL in timely completion of contract. ii. The decision of NFL & RFCL regarding forfeiture of PBG shall be final and not be called upon question under any circumstances. A default in such a case may involve black listing of the bidder.	i. In case of a system integrator, the PBG submitted by the bidder shall be forfeited under the following conditions: a) If the SI violates any terms and conditions of the contract. b) If the SI indulges any such activities as would jeopardize the interest of NFL & RFCL in timely completion of contract. ii. The decision of NFL & RFCL regarding forfeiture of PBG shall be final and not be called upon question under any circumstances. A default in such a case may involve black listing of the bidder.	i. In case of a system integrator, the PBG submitted by the bidder shall be forfeited under the following conditions: a) If the SI violates any terms and conditions of the contract. <b>[Bidder requests the PBG be forfeited only on material breach of the terms by the bidder]</b> b) If the SI indulges any such activities as would jeopardize the interest of NFL & RFCL in timely completion of contract. <b>[Bidder requests deletion of the clause]</b> ii. The decision of NFL & RFCL regarding forfeiture of PBG shall be final and not be called upon question under any circumstances. A default in such a case may involve black listing of the bidder. <b>[Bidder requests deletion of this entire statement]</b>	NIT Clause shall prevail
172	126	Probity & Publicity	If the bidders act contrary to these requirements, NFL & RFCL reserves the right to: A) Terminate negotiations B) Terminate consideration of the bid and C) Terminate any contract that may have been executed by NFL & RFCL with such bidder without any obligation on NFL & RFCL to make any payments to the bidder.	If the bidders act contrary to these requirements, NFL & RFCL reserves the right to: A) Terminate negotiations B) Terminate consideration of the bid and C) Terminate any contract that may have been executed by NFL & RFCL with such bidder without any obligation on NFL & RFCL to make any payments to the bidder.	Probity and Publicity If the bidders act contrary to these requirements, NFL & RFCL reserves the right to: A) Terminate negotiations B) Terminate consideration of the bid and	NIT Clause shall prevail
173	128	Section III – Scope of Work, General Scope of Work, a) For NFL & b) For RFCL --	<input type="checkbox"/> Integration with NFL's engineering software and support applications, wherever applicable.	Integration with NFL's engineering software and support applications, wherever applicable.	Please Provide the details of Engineering Software and Support Applications with the Version Details to provision for appropriate connectors	Bidder needs to perform on ground study to understand the same.

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
174	128	20190207104319_NITVolume I	<input type="checkbox"/> Integration with NFL's engineering software and support applications, wherever applicable.	Integration with NFL's engineering software and support applications, wherever applicable.	Please Provide the details of Engineering Software and Support Applications with the Version Details to provision for appropriate connectors	Bidder needs to perform on ground study to understand the same.
175	128	Section III – Scope of Work	The SI under this project would be engaged on a turnkey basis for implementing the solution and providing complete support in its functioning for the stipulated time-period. The system would be implemented for all departments of NFL & RFCL.	The SI under this project would be engaged on a turnkey basis for implementing the solution and providing complete support in its functioning for the stipulated time period. The system would be implemented for all departments of NFL & RFCL.	Can Wipro suggest both (Cloud/On Premise/PaaS) for this implementation of ERP solution as per the requirement? If yes what are the primary considerations for choosing the solution.	NIT clause shall prevail
176	128	Section III – Scope of Work	The SI under this project would be engaged on a turnkey basis for implementing the solution and providing complete support in its functioning for the stipulated time-period. The system would be implemented for all departments of NFL & RFCL.	The SI under this project would be engaged on a turnkey basis for implementing the solution and providing complete support in its functioning for the stipulated time period. The system would be implemented for all departments of NFL & RFCL.	Are you open to onsite-offshore model for implementation or the entire team has to be deployed at onsite? In case onsite or mixed model please clarify the implementation/ATS location for NFL and RFCL where resources will be deployed?	Please refer NIT section - III i.e."Scope of work" for infrastructure deployment related queries and section 18.4, A. Help Desk Support.
177	128	Section III – Scope of Work	Responsible for supply, design, configuration/development, testing and installation of selected COTS ERP solution along with required licenses.	Responsible for supply, design, configuration/development, testing and installation of selected COTS ERP solution along with required licenses.	As part of the project the engagement, are there any new customizations, localizations or Interfaces that needs to be built? If yes can you please share the details	Please refer Volume - II i.e FRS for detailed information
178	128	General Scope of Work	The broad schedule of services for the SI during the period of contract/ engagement would include (but not limited to):	The broad schedule of services for the SI during the period of contract/ engagement would include (but not limited to):	Please provide the detailed schedule	Please refer section - III point 17 i.e Project Schedule, Deliverables and Timelines for tentative schedule of project
179	128	Section III – Scope of Work	Study existing IT infrastructure including WAN, LAN at all locations, IT Security, Server, Hardware, Network infrastructure, IT management solutions, DC & DR strategy and specifications and recommendations on requirement of hardware & networking to operate the COTS ERP environment.	<input type="checkbox"/> Study existing IT infrastructure including WAN, LAN at all locations, IT Security, Server, Hardware, Network infrastructure, IT management solutions, DC & DR strategy and specifications and recommendations on requirement of hardware & networking to operate the COTS ERP environment.	Please share the existing IT infrastructure details for each locations (DC, DR and other sites)with Network architecture diagram to understand the SD-WAN solution infra requirement	Please refer NIT for detailed information.
180	128	20190207104319_NITVolume I	<input type="checkbox"/> Integration with NFL's engineering software and support applications, wherever applicable.	Integration with NFL's engineering software and support applications, wherever applicable.	Please Provide the details of Engineering Software and Support Applications with the Version Details to provision for appropriate connectors	Bidder needs to perform on ground study to understand the same.
181	128	20190207104319_NITVolume I	<input type="checkbox"/> Integration with NFL's engineering software and support applications, wherever applicable.	Integration with NFL's engineering software and support applications, wherever applicable.	Please Provide the details of Engineering Software and Support Applications with the Version Details to provision for appropriate connectors	Bidder needs to perform on ground study to understand the same.
182	128	Section III – Scope of Work	<input type="checkbox"/> Study and commissioning of bandwidth solution (end to end) at corporate office, each plant location and all the zonal offices mentioned under section "Geographic Scope" for catering the need to regular as well as ERP users. This scope will be covering MPLS or ILL requirements as per applicability at all the mentioned locations of NFL	Study and commissioning of bandwidth solution (end to end) at corporate office, each plant location and all the zonal offices mentioned under section "Geographic Scope" for catering the need to regular as well as ERP users. This scope will be covering MPLS or ILL requirements as per applicability at all the mentioned locations of NFL	do we need to quote for the completely new SDWAN MPLS bandwidth across the corporate office, plant location and zonal offices from two different ISPs? Or do we need to use the existing MPLS service providers links for SDWAN optimization? Pls clarify.	New set up will be required
183	128	Section III – Scope of Work	<input type="checkbox"/> Study and commissioning of bandwidth solution (end to end) at corporate office, each plant location and all the zonal offices mentioned under section "Geographic Scope" for catering the need to regular as well as ERP users. This scope will be covering MPLS or ILL requirements as per applicability at all the mentioned locations of NFL	Study and commissioning of bandwidth solution (end to end) at corporate office, each plant location and all the zonal offices mentioned under section "Geographic Scope" for catering the need to regular as well as ERP users. This scope will be covering MPLS or ILL requirements as per applicability at all the mentioned locations of NFL	Do we need to provide MPLS connectivity at the DC/DR cloud setup?	Connectivity between sites will be required, It is the responsibility of the bidder to analyze and suggest the best solution
184	128	Section III – Scope of Work	<input type="checkbox"/> Study and commissioning of bandwidth solution (end to end) at corporate office, each plant location and all the zonal offices mentioned under section "Geographic Scope" for catering the need to regular as well as ERP users. This scope will be covering MPLS or ILL requirements as per applicability at all the mentioned locations of NFL	Study and commissioning of bandwidth solution (end to end) at corporate office, each plant location and all the zonal offices mentioned under section "Geographic Scope" for catering the need to regular as well as ERP users. This scope will be covering MPLS or ILL requirements as per applicability at all the mentioned locations of NFL	Do we need to provide Internet connectivity at the DC/DR cloud setup?	Connectivity between sites will be required, It is the responsibility of the bidder to analyze and suggest the best solution
185	128	Section III – Scope of Work	<input type="checkbox"/> Study and commissioning of bandwidth solution (end to end) at corporate office, each plant location and all the zonal offices mentioned under section "Geographic Scope" for catering the need to regular as well as ERP users. This scope will be covering MPLS or ILL requirements as per applicability at all the mentioned locations of NFL	Study and commissioning of bandwidth solution (end to end) at corporate office, each plant location and all the zonal offices mentioned under section "Geographic Scope" for catering the need to regular as well as ERP users. This scope will be covering MPLS or ILL requirements as per applicability at all the mentioned locations of NFL	can we change the existing MPLS providers and provide the SDWAN MPLS based solution from other ISPs?	Yes it can be done
186	128	Section III – Scope of Work	<input type="checkbox"/> Study and commissioning of bandwidth solution (end to end) at corporate office, each plant location and all the zonal offices mentioned under section "Geographic Scope" for catering the need to regular as well as ERP users. This scope will be covering MPLS or ILL requirements as per applicability at all the mentioned locations of NFL	Study and commissioning of bandwidth solution (end to end) at corporate office, each plant location and all the zonal offices mentioned under section "Geographic Scope" for catering the need to regular as well as ERP users. This scope will be covering MPLS or ILL requirements as per applicability at all the mentioned locations of NFL	Do we need to optimize the SDWAN MPLS bandwidth size connectivity? Can we also look from other ISPs as well? Or is it mandatory to continue with the same ISPs?	SI need to study and propose with feasible solution as per scope and requirement mentioned also the same or new ISP can be used for new set up.
187	128	Section III – Scope of Work 1. General Scope of Work a) For NFL:- b) For RFCL:-	<input type="checkbox"/> Development of day to day monitoring Reports and management dashboards. Mobile applications (IOS & Android) for management for work flows & dashboards.	Development of day to day monitoring Reports and management dashboards. & Mobile applications (IOS & Android) for management for work flows & dashboards	Please provide following details: a. No. of reports need to be developed? b. No. of dashboards need to be developed? c. Please provide level of drill down required? d. What is the no. of adhoc reports/day/week/month e. What is the no. of functional areas need to be considered for reporting?	Please refer Volume - II i.e. FRS document for the same.
188	128	Volume 1, Section III- Scope of Work, Clause No. 1. General Scope of Work a) For NFL and b) For RFCL	Mobile applications (IOS & Android) for management for work flows & dashboards.	Mobile applications (IOS & Android) for management for work flows & dashboards.	As mentioned in the NIT that Mobile applications are required for both NFL and RFCL solutions. Kindly specify whether a hybrid or a native mobile app is required for the proposed solution.	SI to propose considering the requirement as per FRS (Volume 2)
189	129	Section III – Scope of Work	<input type="checkbox"/> Data Migration: Master Data & Cut-Over Data migration strategy, Master Data Sanitization and Unique Codification of items for plants, Data Migration.	Data Migration: Master Data & Cut-Over Data migration strategy, Master Data Sanitization and Unique Codification of items for plants, Data Migration.	Will all source systems have to be considered for Data Migration? All valid data to be migrated will be provided by NFL & RFCL	Understanding is correct
190	129	Section III – Scope of Work	<input type="checkbox"/> Data Migration: Master Data & Cut-Over Data migration strategy, Master Data Sanitization and Unique Codification of items for plants, Data Migration.	Data Migration: Master Data & Cut-Over Data migration strategy, Master Data Sanitization and Unique Codification of items for plants, Data Migration.	All valid data to be migrated after cleaning/merging will be provided by NFL & RFCL Core team in the defined templates provided by WIPRO.Please confirm	Understanding is correct
191	129	Section III – Scope of Work a) For NFL:-	Provide support services including full-fledged help desk solution post-implementation until end of ATS (2 years post implementation).	Provide support services including full-fledged help desk solution post-implementation until end of ATS (2 years post implementation).	What is the current helpdesk solution NFL& RFCL using? Please provide details manually	Internal IT team is managing the helpdesk manually
192	129	Section III – Scope of Work	Deployment and Installation of Link Load Balancer (existing or new), which should be from Gartner's leading quadrant as per latest Gartner report.	Deployment and Installation of Link Load Balancer (existing or new), which should be from Gartner's leading quadrant as per latest Gartner report.	1) Please share the existing Link load balancer details. 2) Please share technical specification for correct sizing of LLB model i.e. number of TCP request etc.	Bidder need to analyze and propose the solution
193	130	Section III – Scope of Work	iii. The proposed solution should support distributed cloud gateway architecture to facilitate the communications between sites on private WAN (MPLS or ILL) and public Internet.	iii. The proposed solution should support distributed cloud gateway architecture to facilitate the communications between sites on private WAN (MPLS or ILL) and public Internet.	Is bidder free to choose any SD-WAN solution i.e. on-premise or Cloud based. Please clarify	Bidder is free to choose between available solution while adhering to all the requirements mentioned under scope of work of NIT
194	131	Section III – Scope of Work, General Scope of Work, a) For NFL & b) For RFCL :-	Integration with RFCL's engineering software and support applications, wherever applicable.	Integration with RFCL's engineering software and support applications, wherever applicable.	Please Provide the details of Engineering Software and Support Applications with the Version Details to provision for appropriate connectors	Bidder needs to perform on ground study to understand the same.
195	131	20190207104319_NITVolume I	Integration with RFCL's engineering software and support applications, wherever applicable.	Integration with RFCL's engineering software and support applications, wherever applicable.	Please Provide the details of Engineering Software and Support Applications with the Version Details to provision for appropriate connectors	Bidder needs to perform on ground study to understand the same.
196	131	Section III – Scope of Work a) For NFL:-	<input type="checkbox"/> Portal for dealers and suppliers along with enterprise portal. <input type="checkbox"/> E-tendering Solution through supplier portal.	<input type="checkbox"/> Portal for dealers and suppliers along with enterprise portal <input type="checkbox"/> E-tendering solution through supplier portal.	Which is the current portal to register suppliers and dealers and how E-tendering is being done? Please provide details	a. There is be-spoke application for dealer management b. E-tendering contracted to third party vendors

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
197	131	2019020710431_9_NITVolume I	Integration with RFCL's engineering software and support applications, wherever applicable.	Integration with RFCL's engineering software and support applications, wherever applicable.	Please Provide the details of Engineering Software and Support Applications with the Version Details to provision for appropriate connectors	Bidder needs to perform on ground study to understand the same.
198	131	2019020710431_9_NITVolume I	Integration with RFCL's engineering software and support applications, wherever applicable.	Integration with RFCL's engineering software and support applications, wherever applicable.	Please Provide the details of Engineering Software and Support Applications with the Version Details to provision for appropriate connectors	Bidder needs to perform on ground study to understand the same.
199	131	Section III – Scope of Work I. General Scope of Work	Installation and commissioning of infrastructure in Cloud Platform (IaaS) end to end for catering the need of RFCL users and proposed processes.	Installation and commissioning of infrastructure in Cloud Platform (IaaS) end to end for catering the need of RFCL users and proposed processes	Post migration and ERP implementation, Do you have any scenario were reports will need on-prem (legacy) data and cloud ERP data for reports/dashboards.- If yes, then how many.	No such requirement
200	132	Section III – Scope of Work RFCL	Deployment and Installation of SD-WAN. The objectives of implementing SD-WAN solution is as following: i. To build a transport independent overlay network to connect all the units/plants/offices using all available transport options including MPLS, Internet (broadband, leased line etc.), Cellular (4G/3G) and LTE.	Deployment and Installation of SD-WAN. The objectives of implementing SD-WAN solution is as following: i. To build a transport independent overlay network to connect all the units/plants/offices using all available transport options including MPLS, Internet (broadband, leased line etc.), Cellular (4G/3G) and LTE.	Is bidder to propose two separate SD-WAN solution for NFL and RFCL site locations Or it would be a single integrated SD-WAN solution with common SD-WAN controller	Scope comprises of two separate solutions and implementaions for NFL & RFCL as mentioned in NIT
201	134	1.3. Requirement Study and Preparation of Business Blueprint & Design	SI shall also be required to assess hardware and networking requirement for NFL & RFCL i.e. desktops/ laptops for internal users, upgradation of existing network etc. for the successful usage of COTS ERP system without facing any bottleneck from hardware and network capacity side. The SI shall submit the assessment report to NFL & RFCL along with COTS ERP requirement study so that NFL & RFCL could take required measures well within time.	e) SI shall also be required to assess hardware and networking requirement for NFL & RFCL i.e. desktops/ laptops for internal users, upgradation of existing network etc. for the successful usage of COTS ERP system without facing any bottleneck from hardware and network capacity side. The SI shall submit the assessment report to NFL & RFCL along with COTS ERP requirement study so that NFL & RFCL could take required measures well within time.	Please share the existing hardware Network inventory to understand the upgrade or addition network port requirement for internal users	Bandwidth and IT related information is available in NIT and for further detailed information, bidder need to analyze and propose the solution
202	134	1.3. Requirement Study and Preparation of Business Blueprint & Design	Understanding/ assessment of data migration requirement and strategy	iv. Understanding/ assessment of data migration requirement and strategy	Please clarify that, data collection, data entry and data validation responsibility will be of NFL & RFCL in the prescribed format shared by SI. I.e, SI will migrate the data to new system only. please ammend & clarify.	Please refer clause 1.53 & 1.7.1 for clarification
203	135	Develop detailed scope of functionalities to be implemented	The detailed scoping of the project to be implemented has to be finalized by the system integrator in association with NFL & RFCL management and the consultant. For an indicative list (but not limited to) of business requirements please refer Volume – II "Functional Requirement Specification" and "Technical Requirement Specification".	For an indicative list (but not limited to) of business requirements please refer Volume – II "Functional Requirement Specification" and "Technical Requirement Specification".	Please provide the detailed and exhaustive list of FRS and TRS	Please refer Volume 2 for detailed and exhaustive FRS and TRS documents. For further clarity, it will be the responsibility of bidder to study and prepare exhaustive Business Blueprints basis FRS and TRS documents as per scope.
204	136	1.5(m)	Any other work required to complete the proposed COTS ERP application as per the requirement of NFL & RFCL.	Any other work required to complete the proposed COTS ERP application as per the requirement of NFL & RFCL.	Request deletion since statements such as these make the scope opne ended.	SI to freeze the detailed scope by finalization of Business Blueprints after detailed study of NFL and RFCL processes.
205	136	Development	The above list is indicative in nature and the system integrator may provide a different and better plan for the interfacing and integrations as applicable.	The above list is indicative in nature and the system integrator may provide a different and better plan for the interfacing and integrations as applicable.	Please provide the detailed list of Developments required. At least limit the number of developments.	Refer NIT Volume - II and supporting documents for further clarification.
206	137	1.5.1. Development:	Interface/ Integration management and testing should be as per the standard of Open Systems Interconnection Model (OSI Model). This shall include development of exhaustive test scenarios and necessary corrections based on the testing results and feedback. The system integrator shall ensure completeness of the interfacing/ integration testing with the desired quality and schedule. NFL & RFCL shall provide full support to the system integrator in this connection. The system integrator shall be responsible for the documentation of interfacing/ integration process & test results	Interface/ Integration management and testing should be as per the standard of Open Systems Interconnection Model (OSI Model). This shall include development of exhaustive test scenarios and necessary corrections based on the testing results and feedback. The system integrator shall ensure completeness of the interfacing/ integration testing with the desired quality and schedule. NFL & RFCL shall provide full support to the system integrator in this connection. The system integrator shall be responsible for the documentation of interfacing/ integration process & test results	Integration will be Web based or File based for both NFL & RFCL? And specify the number of Integration with systems?Please elaborate with system details along with.	Please refer the Volume II- FRS for integration details.
207	137	Integration	The system integrator shall also provide open standard interfaces to enable connecting the COTS ERP solution with statutory & regulatory agencies that require automated transactions over web/browser driven environments with other application software installed by external stakeholders including, but not limited to:	The system integrator shall also provide open standard interfaces to enable connecting the COTS ERP solution with statutory & regulatory agencies that require automated transactions over web/browser driven environments with other application software installed by external stakeholders including, but not limited to:	Please provide a detailed list of Systems which needs to be integrated to the ERP.	Please refer the Volume - I page 137 and Volume - II for integration details.
208	138	1.5.3. Data Migration:	Data Migration: All specifications that are needed to populate the data into the proposed COTS ERP system need to be defined. The system integrator, with the assistance of NFL & RFCL's COTS ERP core team, shall develop the templates and facilitate the migration of legacy and new data elements to the proposed COTS ERP system.	The system integrator, with the assistance of NFL & RFCL's COTS ERP core team, shall develop the templates and facilitate the migration of legacy and new data elements to the proposed COTS ERP system.	1)What is the expected data volume of in initial load from existing NFL and RFL source systems? SI assume that all the source system applications will be able to provide the legacy data in readable format to be loaded into the staging platform. "If previous assumption is incorrect then: a) Is there any data extraction utility available to pull the data into flat files from application sources b) Approximate number of tables / source system from which data need to be extracted c) Technology used in the platform for the source system applications" 2)Please provide NFL and RFL legacy systems details with years of history data for extraction from each internal sources. Please provide individual count/volume of data per each source systems for migration. 3)Are the legacy data completely structured one or are there any migration of data for unstructured and semi structured data? 4)What will be the no. of tables from each application/database needs to be migrated ? 5)After data migration, which are the old source systems that needs to be decommissioned? Please list them so that extraction (ETL process) from those systems can be excluded	Please refer current IT Landscape in NIT documents for details.
209	138	1.5.3. Data Migration:	Data Migration: All specifications that are needed to populate the data into the proposed COTS ERP system need to be defined. The system integrator, with the assistance of NFL & RFCL's COTS ERP core team, shall develop the templates and facilitate the migration of legacy and new data elements to the proposed COTS ERP system.	The system integrator, with the assistance of NFL & RFCL's COTS ERP core team, shall develop the templates and facilitate the migration of legacy and new data elements to the proposed COTS ERP system.	For the data warehouse process, Please provide the following source details w.r.g to structure data 1. List/Number/Types of databases, 2. List/Number of physical tables 3. List of source Files for integration, 4. One time/daily load Volumetric and data growth 5. Batch processing latency etc.	Bidder need to analyze and propose the solution
210	138	1.5.3. Data Migration:	Scope of Data Migration: Opening & closing balances of financial data for the previous five years from the date of migration	Scope of Data Migration: Opening & closing balances of financial data for the previous five years from the date of migration	It is requested to have last year opening and closing data for all open items to be migrated, historical data of 5 years to be kept in NFL / RFCL legacy system, hence please consider & ammend.	NIT clause shall prevail
211	139	Scope of Data Migration:	<input type="checkbox"/> All open transactions and all transactions from the start of financial year of Go-Live	All open transactions and all transactions from the start of financial year of Go-Live	Please confirm All open transactions from MAR-19 or any other previous year date?	Information will be shared after selection of implementation partner.
212	139	Scope of Data Migration:	<input type="checkbox"/> Production Statistical Data	Production Statistical Data	Please elorate the statement for the modules?	It pertains to statistical data of various products.

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213	139	1.5.3. Data Migration:	Review of upload data to ensure data quality and integrity.	Review of upload data to ensure data quality and integrity	1)Currently is there any proactive monitoring mechanism for capturing the data exceptions in the system? 2)Please provide the volume of data that needs data quality process? Please list the source systems that needs DQ check 3)Please indicate, Volume of records - What is the % of record increments per week/month for which data quality to be applied? 4)Is data quality (cleansing and validation check) going to be a onetime data cleansing effort, or are we required to do this periodically? 5)What are the key data quality issues presently facing? 6)Is there a requirement for a real-time/near real-time or post facto data cleansing? 7)Is there any requirement for name or address standardization so that Indian address verification and standardization will be considered with Indian names and libraries? Please confirm 8)Are there any requirement for data enrichment if so Please indicate type of data enrichment sources that should be used, whether any other third-party tool to be used.	No Existing mechanism available from legacy system and for detailed information bidder needs to analyse.
214	140	1.5.4. Training	End User training: All the end-users to be trained for the smooth functioning of COTS ERP, the system integrator shall submit the detailed training plan for all the end users.	End User training: All the end-users to be trained for the smooth functioning of COTS ERP, the system integrator shall submit the detailed training plan for all the end users.	SI will be providing training to Core Users members only as Train the Trainer model. SI will not be responsible for the entire end users trainings?	NIT clause shall prevail
215	140	1.5.4. Training	The cost incurred on carrying out the training at NFL & RFCL prescribed location(s) shall be borne by the SI which includes trainer's and other support team member's fees/ salary along with all incidental expenses like travelling, lodging-boarding, local conveyance etc.	The cost incurred on carrying out the training at NFL & RFCL prescribed location(s) shall be borne by the SI which includes trainer's and other support team member's fees/ salary along with all incidental expenses like travelling, lodging-boarding, local conveyance etc	Please confirm if the following facility will be provided by NFL: 1. Training room 2. Computers for Hands-on 3. Projector 4. Refreshments during the training	All the basic amenities will be provided by NFL & RFCL
216	141	1.6. Post Go-Live Support:	During stabilization period of first three months (24/7 – 3 Months), minimum resources at any point of time as part of stabilization Support should be Corporate Office (NFL) - 3 Resources (1 resource in each shift) Corporate Office (RFCL) - 1 Resource (General shift) Bathinda - 3 Resources (1 resource in each shift) Panipat - 3 Resources (1 resource in each shift) Nangal - 3 Resources (1 resource in each shift) Vijaipur - 3 Resources (1 resource in each shift) Bhopal - 1 Resource (General shift) Lucknow - 1 Resource (General shift) Chandigarh - 1 Resource (General shift) Hyderabad - 1 Resource (General shift) Ramagundam -3 Resources (1 resource in each shift)	During stabilization period of first three months (24/7 – 3 Months), minimum resources at any point of time as part of stabilization Support should be	Is the 3 months Stabilization is warranty period for the ERP COTS Support? And part of ATS for 2 years for both NFL and RFCL respectively	Stabilization period of 2 months for RFCL and 3 months for NFL will be Hypercare period and ATS will be applicable after completion of stabilization period.
217	141	1.6. Post Go-Live Support:	During stabilization period of first three months (24/7 – 3 Months), minimum resources at any point of time as part of stabilization Support should be Corporate Office (NFL) - 3 Resources (1 resource in each shift) Corporate Office (RFCL) - 1 Resource (General shift) Bathinda - 3 Resources (1 resource in each shift) Panipat - 3 Resources (1 resource in each shift) Nangal - 3 Resources (1 resource in each shift) Vijaipur - 3 Resources (1 resource in each shift) Bhopal - 1 Resource (General shift) Lucknow - 1 Resource (General shift) Chandigarh - 1 Resource (General shift) Hyderabad - 1 Resource (General shift) Ramagundam -3 Resources (1 resource in each shift)	During stabilization period of first three months (24/7 – 3 Months), minimum resources at any point of time as part of stabilization Support should be	During Satablization Period SLA given in RFP will not be applicable	During Stabilization/hypercare Period, SLA mentioned under section 18.3 & 18.4 will not be applicable.
218	141	Data migration	Master Data Sanitization and Codification of items The system integrator, with the assistance of NFL & RFCL's COTS ERP core team, shall define and implement the codification structure to carry out sanitization of item codes and all other codes being used for various activities by NFL & RFCL. There are approximately 1,80,000 (NFL – 1,50,000 & RFCL – 30,000) item codes which are being used presently by NFL & RFCL. The following tasks shall include as part of Scope of Master Data Sanitization and Codification:	Master Data Sanitization and Codification of items	Please specify volume of different master data and transactional data. Also how many number of years data to be migrated.	Please refer NIT for details.
219	141	1.6. Post Go-Live Support: Stabilization Support:	During stabilization period of first three months (24/7 – 3 Months), minimum resources at any point of time as part of stabilization Support should be Corporate Office (NFL) - 3 Resources (1 resource in each shift) Corporate Office (RFCL) - 1 Resource (General shift) Bathinda - 3 Resources (1 resource in each shift) Panipat - 3 Resources (1 resource in each shift) Nangal - 3 Resources (1 resource in each shift) Vijaipur - 3 Resources (1 resource in each shift) Bhopal - 1 Resource (General shift) Lucknow - 1 Resource (General shift) Chandigarh - 1 Resource (General shift) Hyderabad - 1 Resource (General shift) Ramagundam -3 Resources (1 resource in each shift)	During stabilization period of first three months (24/7 – 3 Months), minimum resources at any point of time as part of stabilization Support should be Corporate Office (NFL) - 3 Resources (1 resource in each shift) Corporate Office (RFCL) - 1 Resource (General shift) Bathinda - 3 Resources (1 resource in each shift) Panipat - 3 Resources (1 resource in each shift) Nangal - 3 Resources (1 resource in each shift) Vijaipur - 3 Resources (1 resource in each shift) Bhopal - 1 Resource (General shift) Lucknow - 1 Resource (General shift) Chandigarh - 1 Resource (General shift) Hyderabad - 1 Resource (General shift) Ramagundam -3 Resources (1 resource in each shift)	Sizing mentioned in the RFP is not adequate as per 24x7 requirement. At least 5 resources would be required to support 24 hours 7 days a week ( all shifts and week off )	This is minimum onsite requirement by NFL and RFCL. SI to deploy additional resources as required, cost of additional resources to be borne by SI.



Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
220	141	1.7.1. Master Data Sanitization and Codification of items	The system integrator, with the assistance of NFL & RFCL's COTS ERP core team, shall define and implement the codification structure to carry out sanitization of item codes and all other codes being used for various activities by NFL & RFCL. There are approximately 1,80,000 (NFL – 1,50,000 & RFCL – 30,000) item codes which are being used presently by NFL & RFCL.	The system integrator, with the assistance of NFL & RFCL's COTS ERP core team, shall define and implement the codification structure to carry out sanitization of item codes and all other codes being used for various activities by NFL & RFCL. There are approximately 1,80,000 (NFL – 1,50,000 & RFCL – 30,000) item codes which are being used presently by NFL & RFCL.	What data management policies are in place today?, Please indicate whether following data policies are set a. data accountability & ownership b. data capture & validation standards c. information security & data privacy guidelines d. data access & usage e. data retention f. data masking & archiving g. Roles & responsibilities of various stakeholders in the data management chain	As such no documented policies are in place
221	142	1.71	Any other activity though not specifically brought out above but reasonably implied for successful completion of Material Master Data cleansing will be considered to be included in the scope of work.	Any other activity though not specifically brought out above but reasonably implied for successful completion of Material Master Data cleansing will be considered to be included in the scope of work.	Request deletion since statements such as these make the scope open ended.	NIT clause shall prevail
222	143	Technical Support:	Assistance in installation of server operating system and database.	Assistance in installation of server operating system and database	Is there any plan to change OS /database and/or its version?	No such plan for now
223	143	AMC Support:	AMC Support: In addition to clause above, the system integrator is required to provide post implementation (AMC) technical & functional support services which include the rectification of all the latent or identified defects, bugs and improvements for two (2) years from the end of implementation at a price to be quoted separately for this work in the Price Bid. The support team of minimum 10 members should be based full time (8.00 AM to 5.30 PM for 7 days a week) at NFL (5) & RFCL (5) to facilitate timely resolution of issues. All the enhancements, patches, latest version upgrades, service packs etc. (as applicable) are to be installed within 3 months of release of a stable version in consultation with the company. Each upgrade should be accompanied by a detailed document containing the step by step procedure for effecting the changes to the system by following an established change management process.	In addition to clause above, the system integrator is required to provide post implementation (AMC) technical & functional support services which include the rectification of all the latent or identified defects, bugs and improvements for two (2) years from the end of implementation at a price to be quoted separately for this work in the Price Bid. The support team of minimum 10 members should be based full time (8.00 AM to 5.30 PM for 7 days a week) at NFL (5) & RFCL (5) to facilitate timely resolution of issues. All the enhancements, patches, latest version upgrades, service packs etc. (as applicable) are to be installed within 3 months of release of a stable version in consultation with the company.	After 3 months from 4th month till 21 months (2 years ATS), for Support 5 resources minimum at NFL & RFCL each required ,what locations CO/plants for both NFL and RFCL respectively and will that be onsite- offshore model or onsite only?	Stabilization period of 3 months will be Hypercare period and ATS will be applicable after completion of stabilization period i.e (24 months from complete implementation). Deployed resources will be on onsite model.
224	143	AMC Support:	AMC Support: In addition to clause above, the system integrator is required to provide post implementation (AMC) technical & functional support services which include the rectification of all the latent or identified defects, bugs and improvements for two (2) years from the end of implementation at a price to be quoted separately for this work in the Price Bid. The support team of minimum 10 members should be based full time (8.00 AM to 5.30 PM for 7 days a week) at NFL (5) & RFCL (5) to facilitate timely resolution of issues. All the enhancements, patches, latest version upgrades, service packs etc. (as applicable) are to be installed within 3 months of release of a stable version in consultation with the company. Each upgrade should be accompanied by a detailed document containing the step by step procedure for effecting the changes to the system by following an established change management process.	In addition to clause above, the system integrator is required to provide post implementation (AMC) technical & functional support services which include the rectification of all the latent or identified defects, bugs and improvements for two (2) years from the end of implementation at a price to be quoted separately for this work in the Price Bid. The support team of minimum 10 members should be based full time (8.00 AM to 5.30 PM for 7 days a week) at NFL (5) & RFCL (5) to facilitate timely resolution of issues. All the enhancements, patches, latest version upgrades, service packs etc. (as applicable) are to be installed within 3 months of release of a stable version in consultation with the company.	Is VPN Connectivity allowed for vendor's/SI offsite development locations?	Limited connectivity will be shared.
225	143	AMC Support	Support to NFL & RFCL's users through provision of access to hot-line/telephone/mobile/fax/e-mail/Video conferencing	Support to NFL & RFCL's users through provision of access to hot-line/telephone/mobile/fax/e-mail/Video conferencing	We see that the email is provided through the messaging solution only. Do you need full fledged call/contact center solution for the same ?	Basic heldesk with support of email/calls will be required along with web based ticketing tool
226	143	AMC Support	Support to NFL & RFCL's users through provision of access to hot-line/telephone/mobile/fax/e-mail/Video conferencing	Support to NFL & RFCL's users through provision of access to hot-line/telephone/mobile/fax/e-mail/Video conferencing	We see that the video conferencing is only provided through the messaging solution. Do you need full fledged call/contact center solution for the same ? If so then please provide required specifications for the same. Like ( Room or web only ), If room based solution is required then a) what is the room size?, b) what is the size of screen required? c) resolution etc	Room based not required
227	143	Warranty	Warranty: a) The SI shall warrant that the infrastructure supplied to NFL & RFCL for this project shall have no defects arising from design or workmanship or any act or omission of the SI. b) Warranty of proposed hardware shall be 5 years onsite from the date of installation. c) The SI shall replace any parts/ components of the IT infrastructure supplied for the project if the components are defective during entire warranty period. d) The SI shall apply latest upgrades for all the hardware components after appropriate testing during the entire warranty period. NFL & RFCL will not pay any additional costs separately for warranty, and the overall IT infrastructure cost quoted by the SI shall include the same.	The SI shall warrant that the infrastructure supplied to NFL & RFCL for this project shall have no defects arising from design or workmanship or any act or omission of the SI. b) Warranty of proposed hardware shall be 5 years onsite from the date of installation.	Expectation of proposed solution is On IaaS for 5 years . Please acknowledge	Expectation is on IaaS along with any hardware deployed by bidder to cater the requirement as per scope of work
228	144	1.7.5	Change Request a. NFL & RFCL may at any time, by a written order given to the SI, make changes within the general scope of the agreement i.e. designs, specifications, requirements which software or service to be provided under the agreement, are to be specifically developed and rendered for NFL & RFCL.	Change request NFL & RFCL may at any time, by a written order given to the SI, make changes within the general scope of the agreement i.e. designs, specifications, requirements which software or service to be provided under the agreement, are to be specifically developed and rendered for NFL & RFCL.	NFL & RFCL may at any time, by a written order given to the SI, make changes within the general scope of the agreement i.e. designs, specifications, requirements which software or service to be provided under the agreement, are to be specifically developed and rendered for NFL & RFCL. <b>However, it should be restricted to +/- 10% maximum of the quantity quoted as per RFP. Bidder agrees to provide the increased quantity at the same terms and conditions. However, additional prices shall be charged for the goods supplied over the contracted quantity.</b>	NIT clause shall prevail
229	144	1.7.4	For the services to be rendered during this period, the system integrator shall deploy following resources: Resource Profile Resource Requirement Functional and Technical Consultants Helpdesk shall be available on a 24x7 basis for all the users of Corporate Office, all units and its department with At least 5 Resources to be deployed onsite in general shift (8.00 AM to 5.30 PM, 7 days a week) at NFL and RFCL corporate offices each. Above resources shall also be deployed at NFL & RFCL's offices/sites as required, and the profile of the resources should be at a minimum as specified in this NIT.	For the services to be rendered during this period, the system integrator shall deploy following resources: Resource Profile Resource Requirement Functional and Technical Consultants Helpdesk shall be available on a 24x7 basis for all the users of Corporate Office, all units and its department with At least 5 Resources to be deployed onsite in general shift (8.00 AM to 5.30 PM, 7 days a week) at NFL and RFCL corporate offices each.	Sizing mentioned in the RFP is not adequate as per 24X7 requirement. To maintain a minimum of 5 resources for 7 days , at least 10 resources would be required and adding resources of other lean shifts as well. Please advise the exact sizing.	This is minimum onsite requirement by NFL and RFCL. SI to deploy additional resources as required, cost of additional resources to be borne by SI.
230	144	AMC Support	Helpdesk shall be available on a 24x7 basis for all the users of Corporate Office, all units and its department with At least 5 Resources to be deployed onsite in general shift (8.00 AM to 5.30 PM, 7 days a week) at NFL and RFCL corporate offices each.	Helpdesk shall be available on a 24x7 basis for all the users of Corporate Office, all units and its department with At least 5 Resources to be deployed onsite in general shift (8.00 AM to 5.30 PM, 7 days a week) at NFL and RFCL corporate offices each.	We understand that you only require 5-5( i.e. 10) seater helpdesk/call/contact center solution for 9.5 hours in a day at NFL and RFCL Corporate office and rest 14.5 hours will be cater by any other solution like IVR. Please correct our understanding?	Helpdesk will be available on a 24x7 basis for all the users of Corporate Office, all units and its department. Operation will be from respective CO of NFL and RFCL

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
231	147	Disaster Recovery and Back-up Policy	Disaster Recovery and Back-up Policy a) The SI shall formulate an effective data back-up strategy and disaster recovery plan and take sign-off from NFL & RFCL.	a) The SI shall formulate an effective data back-up strategy and disaster recovery plan and take sign-off from NFL & RFCL. b) The SI shall be responsible for implementing the approved data back-up and disaster recovery plan during the contract period. c) The SI shall revise/ update the backup policy, keeping pace with the technological advancement. d) The SI shall test the effectiveness of the back-up strategy.	Does NFL have any purging & archiving tools in place? Also, please confirm if Purging and Archiving of historic data would be in scope for this proposal.	As of now no such tool in place.
232	147	Disaster Recovery and Back-up Policy	Disaster Recovery and Back-up Policy a) The SI shall formulate an effective data back-up strategy and disaster recovery plan and take sign-off from NFL & RFCL.	a) The SI shall formulate an effective data back-up strategy and disaster recovery plan and take sign-off from NFL & RFCL. b) The SI shall be responsible for implementing the approved data back-up and disaster recovery plan during the contract period. c) The SI shall revise/ update the backup policy, keeping pace with the technological advancement. d) The SI shall test the effectiveness of the back-up strategy.	what is the scope of work w.r.t to Disaster Recovery (DR)?	Bidder will be responsible to setup DR site on cloud and it will be responsible for switchover and all other operations related to DR including assistance in preparation of startegy.
233	147	Disaster Recovery and Back-up Policy	Disaster Recovery and Back-up Policy a) The SI shall formulate an effective data back-up strategy and disaster recovery plan and take sign-off from NFL & RFCL.	a) The SI shall formulate an effective data back-up strategy and disaster recovery plan and take sign-off from NFL & RFCL. b) The SI shall be responsible for implementing the approved data back-up and disaster recovery plan during the contract period. c) The SI shall revise/ update the backup policy, keeping pace with the technological advancement. d) The SI shall test the effectiveness of the back-up strategy.	Is the application used 24x7?	Question not clear.
234	147	Disaster Recovery & Backup	Disaster Recovery and Back-up Policy a) The SI shall formulate an effective data back-up strategy and disaster recovery plan and take sign-off from NFL & RFCL.	The SI shall formulate an effective data back-up strategy and disaster recovery plan and take sign-off from NFL & RFCL	What is the current DR tools & mechanism	Currently No DR tool mechanism available, bidder to suggest
235	147	Disaster Recovery & Backup	Disaster Recovery and Back-up Policy a) The SI shall formulate an effective data back-up strategy and disaster recovery plan and take sign-off from NFL & RFCL.	The SI shall revise/ update the backup policy, keeping pace with the technological advancement.	What is the current backup frequency & retentions	Currently No DR tool mechanism available, bidder to suggest
236	148	Project documentation	Project Documentation: The SI shall ensure preparation of complete documentation of all configuration settings, other activities steps/ stages involved in the implementation with the support of the core team. The system integrator in close co-ordination with the core team shall prepare the business process document, technical manuals, operations manual, administrator's manual & end- user manuals and training documents in the jointly agreed templates. Two (2) set of hard copy along with one set of softcopies of the finalized documents in CD shall be submitted to the company. Such enhancements will be deemed to include all modifications to the Software, which increase the speed, efficiency or ease of operation of the software, or add additional capabilities to or otherwise improve the functions of the software. In this respect, the system integrator shall provide to the company, without additional charge, documentation revised to reflect the enhancements. Project documentation would include but not limited to the following:-	Project documentation would include but not limited to the following:-	Please provide detailed list of Project Documentation required.	Please refer Volume - II i.e FRS for detailed information
237	149	2	The scope shall also cover services and support as deemed necessary and proper, and which are consistent to the proposal set forth in the subject document. However, during the study of COTS ERP processes to be implemented, if any addition/modifications of any functionalities are felt necessary, the same shall be suggested for implementation. NFL & RFCL reserves the right to add more functions to or exclude some functions from the above mentioned list, based on the design discussions and workshops conducted by the system integrator.	Functional scope However, during the study of COTS ERP processes to be implemented, if any addition/modifications of any functionalities are felt necessary, the same shall be suggested for implementation. NFL & RFCL reserves the right to add more functions to or exclude some functions from the above mentioned list, based on the design discussions and workshops conducted by the system integrator.	Functional scope However, during the study of COTS ERP processes to be implemented, if any addition/modifications of any functionalities are felt necessary, the same shall be suggested for implementation. NFL & RFCL reserves the right to add more functions to or exclude some functions from the above mentioned list, based on the design discussions and workshops conducted by the system integrator. <b>However, it should be restricted to +/- 10% maximum of the quantity quoted as per RFP. Bidder agrees to provide the increased quantity at the same terms and conditions. However, additional prices shall be charged for the goods supplied over the contracted quantity.</b>	NIT clause shall prevail
238	149	NIT Volume I, 2. Functional Scope	In order to support the primary functions, the COTS ERP solution shall also cover the following: • Employee Self Service Portal for NFL & RFCL • Access to all COTS ERP application through enterprise portal • E-Office Management • Supplier Portal • Dealer Portal (for NFL only) • E-tender Portal • Recruitment Portal	In order to support the primary functions, the COTS ERP solution shall also cover the following: • Employee Self Service Portal for NFL & RFCL • Access to all COTS ERP application through enterprise portal • E-Office Management • Supplier Portal • Dealer Portal (for NFL only) • E-tender Portal • Recruitment Portal	What functionalities are required in the supplier portal and dealer portal respectively. ?	Please refer volume - II i.e FRS for detailed information
239	150	2	The FRS and TRS processes, as compiled by the consultant, would also be shared with the system integrator. FRS & TRS study was conducted to record and understand current business practices at NFL & RFCL. NFL & RFCL management has already identified core processes such as Sales Co-ordination, Materials Management, Finance and Accounting, Plant Maintenance, Production Planning, Quality Management, Human Capital Management and Project Management, as part of the COTS ERP solution. The functionalities, which are not mentioned in the shared FRS & TRS process but are required for completeness of the optimal integrated solution shall form the part of the functional scope and have to be provided at no additional cost to the company.	The functionalities, which are not mentioned in the shared FRS & TRS process but are required for completeness of the optimal integrated solution shall form the part of the functional scope and have to be provided at no additional cost to the company.	Request deletion since statements such as these make the scope open ended.	NIT clause shall prevail
240	150	NIT Volume I, 3. Geographical Scope	NFL & RFCL are diverse organization with multiple business units spread across many geographical locations. The geographical scope of the project will comprise of the following locations: <input type="checkbox"/> Mangal Unit, Naya Nangal, Punjab (Around 1057 Employees) <input type="checkbox"/> Panipat Unit, Gohana Road, Panipat, Haryana (Around 534 Employees) <input type="checkbox"/> Bathinda Unit, Sibian Road, Punjab (Around 561 Employees) <input type="checkbox"/> Vijaypur Unit, Distt. Guna, Madhya Pradesh (Around 691 Employees) <input type="checkbox"/> Central Marketing Office, Noida including Zonal Offices Located at Chandigarh, Lucknow, Bhopal and Hyderabad, (Around 399 Employees) <input type="checkbox"/> NFL Corporate Office, Noida, Uttar Pradesh (Around 188 Employees) <input type="checkbox"/> RFCL Corporate Office, Delhi (Around 36 Employees) <input type="checkbox"/> RFCL Panipat Plant, Telangana (Around 424 Employees)	The geographical scope of the project will comprise of the following locations	Please specify if the geographical locations mentioned are of NFL or RFCL (first 4 locations).	First four location are specific to NFL only.
241	150	Number of Users	Number of Users	Number of Users	Please indicate the Number of Users for whom the Analytics / Dashboard Functionality need to be Licensed	Please refer clause 5 i.e License (smartphone users)
242	150	Number of Users	Number of Users	Number of Users	Please indicate the Number of Users for whom the Annual Budgeting Functionality need to be Licensed	SI need to decide on the basis of relevant information provided in NIT and supporting documents.
243	150	Number of Users	Number of Users	Number of Users	Please indicate the Total Number of Residential Quarters in Townships to be managed in the system. This is required for Licensing Residential Quarter Management	Number of Residential Quarters in Townships are 4681 & 500 respectively for NFL & RFCL
244	152	2019020710431_9_NITVolume I	Number of Users	Number of Users	Please indicate the Number of Users for whom the Analytics / Dashboard Functionality need to be Licensed	Please refer clause 5 i.e License (smartphone users)

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
245	152	20190207104319_NITVolume I	Number of Users	Number of Users	Please indicate the Number of Users for whom the Annual Budgeting Functionality need to be Licensed	SI need to decide on the basis of relevant information provided in NIT and supporting documents
246	152	20190207104319_NITVolume I	Number of Users	Number of Users	Please indicate the Total Number of Residential Quarters in Townships to be managed in the system. This is required for Licensing Residential Quarter Management	Number of Residential Quarters in Townships are 4681 & 500 respectively for NFL & RFCL
247	152	NIT Volume I, 5, Licenses	The table is an indicative summary of the need for licenses and their broad nature. Note that this is an estimate based on NFL & RFCL's understanding and the final BOM shall be as proposed by the bidder in their proposal to ensure adequacy and suitability for the final solution environment to ensure the smooth conduct of business using the proposed COTS ERP solution.	The table is an indicative summary of the need for licenses and their broad nature. In this table, the smart phone device users are 200 for NFL and 50 for RFCL.	What are the functionality that needs to be made available for the smart phone device users ?	Dashboards, Reports, Approval of request and basic information
248	152	20190207104319_NITVolume I	Number of Users	Number of Users	Please indicate the Number of Users for whom the Analytics / Dashboard Functionality need to be Licensed	Please refer clause 5 i.e License (smartphone users)
249	152	20190207104319_NITVolume I	Number of Users	Number of Users	Please indicate the Number of Users for whom the Annual Budgeting Functionality need to be Licensed	SI need to decide on the basis of relevant information provided in NIT and supporting documents
250	152	20190207104319_NITVolume I	Number of Users	Number of Users	Please indicate the Total Number of Residential Quarters in Townships to be managed in the system. This is required for Licensing Residential Quarter Management	Number of Residential Quarters in Townships are 4681 & 500 respectively for NFL & RFCL
251	152	20190207104319_NITVolume I	Number of Users	Number of Users	Please indicate the Number of Users for whom the Analytics / Dashboard Functionality need to be Licensed	Please refer clause 5 i.e License (smartphone users)
252	152	20190207104319_NITVolume I	Number of Users	Number of Users	Please indicate the Number of Users for whom the Annual Budgeting Functionality need to be Licensed	SI need to decide on the basis of relevant information provided in NIT and supporting documents
253	152	20190207104319_NITVolume I	Number of Users	Number of Users	Please indicate the Total Number of Residential Quarters in Townships to be managed in the system. This is required for Licensing Residential Quarter Management	Number of Residential Quarters in Townships are 4681 & 500 respectively for NFL & RFCL
254	153	NIT Volume I, 6, Hardware and Infrastructure Sizing (Sub Clause 6.5)	The system integrator shall prepare a detailed BOM including the specifications required for IT/Non-IT infrastructure and Data Centre (DC) & Disaster Recovery (DR) site after studying the existing hardware inventory across NFL & RFCL's premises.	The system integrator shall prepare a detailed BOM including the specifications required for IT/Non-IT infrastructure and Data Centre (DC) & Disaster Recovery (DR) site after studying the existing hardware inventory across NFL & RFCL's premises.	Please specify the location of existing DC and DR.	Proposed DC and DR should be in cloud so requested query will not be relevant.
255	153	NIT Volume I, 6, Hardware and Infrastructure Sizing (Sub Clause 6.5)	The system integrator would be responsible to conduct necessary site visits to prepare bill of material with detailed specifications for IT infrastructure, required for the proposed COTS ERP Solution.	The system integrator would be responsible to conduct necessary site visits to prepare bill of material with detailed specifications for IT infrastructure, required for the proposed COTS ERP Solution.	Sub Clause 6.8 mentions that the proposed solution should be on Cloud Model (IAAS), hence please specify if still there is requirement for Site Survey.	If required by bidder
256	153	NIT Volume I, 6, Hardware and Infrastructure Sizing (Sub Clause 6.5)	The system integrator should review the network already laid out as well as additional network laying as required for connecting all the relevant units of NFL & RFCL with redundant connectivity including NFL & RFCL plants, offices and all other NFL & RFCL locations that would be using the Integrated Solution.	The system integrator should review the network already laid out as well as additional network laying as required for connecting all the relevant units of NFL & RFCL with redundant connectivity including NFL & RFCL plants, offices and all other NFL & RFCL locations that would be using the Integrated Solution.	Please specify the details of the already present network to access the connectivity with Cloud Model (IAAS).	Please refer section network connectivity for more clarification
257	153	NIT Volume I, 6, Hardware and Infrastructure Sizing (Sub Clause 6.5)	The system integrator will come with two separate implementation solutions required for NFL & RFCL either individually or in consortium with other vendor for setting up infrastructure and services required for DC & DR on cloud model (IaaS).	The system integrator will come with two separate implementation solutions required for NFL & RFCL either individually or in consortium with other vendor for setting up infrastructure and services required for DC & DR on cloud model (IaaS).	Please specify on the expectation on two implementation solutions on Cloud Model (IAAS). Is the bidder supposed to provide two solutions, viz., x86 / RISC hardware based solutions on cloud model (IAAS).	In the said clause, term two separate implementation refers to implementation for NFL and RFCL separately
258	153	Hardware & Infrastructure Sizing	The system integrator shall prepare a detailed BOM including the specifications required for IT/Non-IT infrastructure and Data Centre (DC) & Disaster Recovery (DR) site after studying the existing hardware inventory across NFL & RFCL's premises.	The system integrator shall prepare a detailed BOM including the specifications required for IT/Non-IT infrastructure and Data Centre (DC) & Disaster Recovery (DR) site after studying the existing hardware inventory across NFL & RFCL's premises	Is infra for existing application also to be considered on New IaaS setup	Yes, Bidder can study and utilize, wherever required
259	154	Data Access and Security	Data Access and Security Data security is to be addressed by the system integrator from two perspectives: <input type="checkbox"/> To restrict access to/sharing of confidential data, and <input type="checkbox"/> To ensure that data is not changed or destroyed, either inadvertently or intentionally, by any user/administrator or an external party.	Data security is to be addressed by the system integrator from two perspectives: <input type="checkbox"/> To restrict access to/sharing of confidential data, and <input type="checkbox"/> To ensure that data is not changed or destroyed, either inadvertently or intentionally, by any user/administrator or an external party.	Is Security Models Implementation part of the project?	Security model with respect to scope of work will be applicable
260	154	7.5. Data Archival	Data Archival In order to meet statutory and MIS requirements, archiving and easy retrieval of data along with supporting documents/ attachments is required. The system integrator must ensure that the Integrated Solution provides a data archiving capability, with support for implementing archival policies. The integrated solution should also be able to access archived data for on-line inquiry and reporting as and when required. The system integrator should provide a policy document for archival along with the solution.	In order to meet statutory and MIS requirements, archiving and easy retrieval of data along with supporting documents/ attachments is required. The system integrator must ensure that the Integrated Solution provides a data archiving capability, with support for implementing archival policies. The integrated solution should also be able to access archived data for on-line inquiry and reporting as and when required. The system integrator should provide a policy document for archival along with the solution.	Please let us know the backup policy and archival policy	Policy will be shared after on-boarding
261	156	COTS E-office and Document Management	COTS E-office and Document Management Integrated file and records management system that allows employees to manage content, search for data internally and collaborate. It should also enable the electronic management, storage, movement & tracking of files, along with archival and retrieval of data. E-office management solution includes document management system and proposals including green note sheet (Work flow for office note approvals) integrated with COTS ERP being offered. The integrated solution shall have the provision to link all the documents stored in Document Management System (DMS) and provision for accessing the same from the Solution. The system integrator shall explicitly provide an integrated solution architecture including redundancy and scalability so that the infrastructure is suitable for easy access of information to the business.	Integrated file and records management system that allows employees to manage content, search for data internally and collaborate. It should also enable the electronic management, storage, movement & tracking of files, along with archival and retrieval of data. E-office management solution includes document management system and proposals including green note sheet (Work flow for office note approvals) integrated with COTS ERP being offered. The integrated solution shall have the provision to link all the documents stored in Document Management System (DMS) and provision for accessing the same from the Solution. The system integrator shall explicitly provide an integrated solution architecture including redundancy and scalability so that the infrastructure is suitable for easy access of information to the business.	Referring the above query, it is important that the Document Management System proposed should be an Industry Standard product and have the below mentioned features: • DMS should be scalable enough to manage No. of documents without effecting the performance of the system • Categorization of documents in folders-subfolders just like windows interface. There should not be any limit on the number of folder and levels of sub folder. • Library services like versioning, check-in check-out, sharing, etc. • Web based rights management for granting user/group/role based access to various functionalities.	Request bidder to choose best solution for NFL and RFCL
262	156	7.15. COTS E-office and Document Management	COTS E-office and Document Management Integrated file and records management system that allows employees to manage content, search for data internally and collaborate. It should also enable the electronic management, storage, movement & tracking of files, along with archival and retrieval of data. E-office management solution includes document management system and proposals including green note sheet (Work flow for office note approvals) integrated with COTS ERP being offered. The integrated solution shall have the provision to link all the documents stored in Document Management System (DMS) and provision for accessing the same from the Solution. The system integrator shall explicitly provide an integrated solution architecture including redundancy and scalability so that the infrastructure is suitable for easy access of information to the business.	Integrated file and records management system that allows employees to manage content, search for data internally and collaborate. It should also enable the electronic management, storage, movement & tracking of files, along with archival and retrieval of data. E-office management solution includes document management system and proposals including green note sheet (Work flow for office note approvals) integrated with COTS ERP being offered. The integrated solution shall have the provision to link all the documents stored in Document Management System (DMS) and provision for accessing the same from the Solution. The system integrator shall explicitly provide an integrated solution architecture including redundancy and scalability so that the infrastructure is suitable for easy access of information to the business.	Please elaborate for retrieving archival data should be from On prem or post migrating data to cloud data will be retrieved.	Post Migrating to cloud, currently there is no E-office solution implemented at NFL and RFCL

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
263	156	7.13	24x7 Operations The integrated solution should support 24x7 operations since the plants work on multiple shifts and shipments from the stockyard/ plants / Port may happen at any time of the day.	7.13. 24x7 Operations The integrated solution should support 24x7 operations since the plants work on multiple shifts and shipments from the stockyard/ plants / Port may happen at any time of the day.	Please specify the location details of stockyard and port assuming if the support is required at that locations.	Helpdesk support will be provided by the SI from respective corporate office of NFL & RFCL
264	158	Volume 1, Section III- Scope of Work, Clause No. 11. Organization Change Management	However, the system integrator has to provide the required material for the workshops including presentations, training material etc. in paper and electronic forms. Total number of workshops to be conducted towards change management are likely to be around 14 for each, each of one day with expected batch size of about 40 to 50 users.	Total number of workshops to be conducted towards change management are likely to be around 14 for each, each of one day with expected batch size of about 40 to 50 users.	Total Change Management workshops will be around 14 for <b>each</b> . What is the meaning of the word 'each' here?	In the said clause, term "each" refers to NFL and RFCL separately
265	160	13.1. Training Support	As a part of the training strategy, the system integrator should provide the following information: <input type="checkbox"/> The facilities, support materials and program including mode of training (standard/ self-paced) provided for training the users in using the system. <input type="checkbox"/> List of training areas for training to be provided to core team, end users and technical users. <input type="checkbox"/> Training infrastructure required and expectations from the company, if any. <input type="checkbox"/> Duration and frequency of training.	List of training areas for training to be provided to core team, end users and technical users. <input type="checkbox"/>	Please provide the count of users under different categories mention in RFP will be undergone training?	Please refer clause 11 "Organization Change Management".
266	160	13.1. Training Support	As a part of the training strategy, the system integrator should provide the following information: <input type="checkbox"/> The facilities, support materials and program including mode of training (standard/ self-paced) provided for training the users in using the system. <input type="checkbox"/> List of training areas for training to be provided to core team, end users and technical users. <input type="checkbox"/> Training infrastructure required and expectations from the company, if any. <input type="checkbox"/> Duration and frequency of training.	List of training areas for training to be provided to core team, end users and technical users. <input type="checkbox"/>	Will Training will be organised in Batches as per the numbers provided by NFL & RFCL.	Please refer clause 11 "Organization Change Management".
267	160	13.1. Training Support	NA	The facilities, support materials and program including mode of training (standard/selfpaced) provided for training the users in using the system	Where will the self-paced learning content get hosted? Is their a hosting platform / LMS with NFL?	Bidder needs to arrange the same
268	160	13 Training	Training The system integrator shall organize the requisite training for NFL & RFCL's users. Cost towards travel expenses, boarding, lodging etc. (if any) for NFL & RFCL's personnel shall be borne by the company and any such expense for the system integrator's personnel shall be borne by the system integrator. Such trainings shall be conducted concurrently, if required by the company, at NFL & RFCL's premises as per pre-agreed plan.	The system integrator shall organize the requisite training for NFL & RFCL's users. Cost towards travel expenses, boarding, lodging etc. (if any) for NFL & RFCL's personnel shall be borne by the company and any such expense for the system integrator's personnel shall be borne by the system integrator. Such trainings shall be conducted concurrently, if required by the company, at NFL & RFCL's premises as per pre-agreed plan	We are assuming that all trainings would be enabled through the locations of Noida and/or Ramagundam as the case may be. Please confirm. If not, please provide details of other locations for imparting training	Please refer clause 13.3 "Training for End Users (lecture & hands-on mode)".
269	161	13.2. Company teams to be trained	COTS ERP Technical Core Team: Technical core team at NFL & RFCL comprises of officials from IT & other departments. These representatives bring with them knowledge of existing applications, interfaces, constraints, information requirements etc. COTS ERP training needs of these team members will be in areas such as technical configuration, interfaces, report customization, operating system, database administration, access control, helpdesk etc. <input type="checkbox"/> Unit Functional Team: The unit functional team members represent different functions within the scope of the project at each Unit. They will assist/participate in various activities during implementation, roll-out, and also in post go-live activities. <input type="checkbox"/> IT Admin: This team consists of IT team who is responsible for granting access in COTS ERP application.	COTS ERP Technical Core Team, Unit Functional Team, IT Admin	How many users to be trained from each on the given user category? Please mention the user count.	Please refer clause 13.3 "Training for COTS ERP Core Team (Functional, Technical)".
270	161	13.2. Company teams to be trained	COTS ERP Technical Core Team: Technical core team at NFL & RFCL comprises of officials from IT & other departments. These representatives bring with them knowledge of existing applications, interfaces, constraints, information requirements etc. COTS ERP training needs of these team members will be in areas such as technical configuration, interfaces, report customization, operating system, database administration, access control, helpdesk etc. <input type="checkbox"/> Unit Functional Team: The unit functional team members represent different functions within the scope of the project at each Unit. They will assist/participate in various activities during implementation, roll-out, and also in post go-live activities. <input type="checkbox"/> IT Admin: This team consists of IT team who is responsible for granting access in COTS ERP application.	COTS ERP Technical Core Team, Unit Functional Team, End Users, Leadership, IT Admin	Is their a limitation of batch size? Please confirm how many max users can be included in each batch.	Please refer clause 13.3 "Training for COTS ERP Core Team (Functional, Technical)".
271	163	13.4. Training Server	Training Server The system integrator shall establish his own training server of the offered COTS ERP product for the company to have hands-on experience of the configured and standard processes of the product.	The system integrator shall establish his own training server of the offered COTS ERP product for the company to have hands-on experience of the configured and standard processes of the product.	Training server or instance hardware shall be provided by RFL and RFCL not by SI.	NIT clause shall prevail
272	163	13.3	Type of Training Adequate training of NFL & RFCL employees is a key success factor for the COTS ERP implementation and usage. Out of the overall NFL & RFCL team envisaged to be trained, the number of participants to be trained for either product would be decided at the time of planning phase of the project. The training would cover broadly the following aspects including the provision of required number of hard copies, training materials which include two extra sets for COTS ERP Library:	Type of Trainings : The system integrator, in accordance with their respective scope of works in this area will be responsible for preparation & submission to the company in adequate bound volumes of the training material and end user manuals. End user manuals should cover "how to use" concepts for all processes of the solution being implemented.	Please advise if the Hardcopies of the training material is required or softcopy will do.	Please refer clause 13.3. Type of Training
273	166	Volume 1, Section III- Scope of Work, Clause No. 17 Project Schedule, Deliverables and Timelines	Phase – II Solution Design/Business Blueprint Phase	Phase – II Solution Design/Business Blueprint Phase	In this phase, the SI needs to take up the activities like As-Is Assessment, Business Process Understanding, BPR, Master data requirements and mapping and important deliverables like Solution Design Manual, Solution Design/Business Blueprint Document for the complete solution, Test server Installation Manual, Development server Installation Document, Level 1 Training with Documentation, List of Gaps and Developments Document, Change Management Document, Customization/development requirement reports including source code documentations, Network and communication specification, Hardware sizing specifications, Product Vendor report with recommended solutions., Sign Off of To-Be Documents  It is thus suggested that the timeline of this phase should be extended atleast by one month	NIT clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
274	166	17. Project Schedule, Deliverables and Timelines	Project Plan	Phase wise activities and timelines for NFL:-	The current timeline of overall 12 months (9 months for Go-Live and 3 months Stabilization period) are very tight. We suggest it to be revised to 15 months (12 months Implementation and 3 months Stabilization period)	NIT clause shall prevail
275	170	17. Project Schedule, Deliverables and Timelines	Project Plan	For RFCL :-	The current timeline of overall 9 months (7 months for Go-Live and 2 months Stabilization period) are very tight. We suggest it to be revised to 12 months (10 months Implementation and 2 months Stabilization period)	NIT clause shall prevail
276	182	G.	Risk and Cost Factor In the event of termination of contract on the basis of non-performance by the SI as per SLA, SI will be solely responsible for risk and cost factor thereon. In such an event, the performance bank guarantee furnished by the SI will be encashed and will stand forfeited.	Risk and cost factor In the event of termination of contract on the basis of non-performance by the SI as per SLA, SI will be solely responsible for risk and cost factor thereon. In such an event, the performance bank guarantee furnished by the SI will be encashed and will stand forfeited.	Risk and cost factor In the event of termination of contract on the basis of non-performance by the SI as per SLA, <b>the SI will be given notice to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days. In the event of termination NFL and RFCL shall pay Bidder for goods delivered and services rendered till the date of termination.</b> SI will be solely responsible for risk and cost factor thereon. <b>Provided further that the SI shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by NFL and RFCL.</b> In such an event, the p+F40performance bank guarantee furnished by the SI will be encashed and will stand forfeited.	NIT Clause shall prevail
277	182	H.	Breach of SLA In case the SI does not meet the service levels and sum of marks of lower performance and/or non-compliance exceeds 20 (twenty) marks in the given quarter, NFL & RFCL will treat it as a case of breach of Service Level Agreement and may go for termination of contract as per the termination clause of this NIT.	Breach of SLA In case the SI does not meet the service levels and sum of marks of lower performance and/or noncompliance exceeds 20 (twenty) marks in the given quarter, NFL & RFCL will treat it as a case of breach of Service Level Agreement and may go for termination of contract as per the termination clause of this NIT.	Breach of SLA In case the SI does not meet the service levels and sum of marks of lower performance and/or noncompliance exceeds 20 (twenty) marks in the given quarter, NFL & RFCL will treat it as a case of breach of Service Level Agreement and may go for termination of contract as per the termination clause of this NIT. <b>Such termination shall be by 30 days' notice in writing and no claim/compensation shall be payable by NFL &amp; RFCL as a result of such termination. In the event of termination NFL &amp; RFCL shall pay bidder for goods delivered and services rendered till the date of termination.</b>	NIT Clause shall prevail
278	183	SLA specific to helpdesk and AMC (ERP Implementation Support)	Help Desk Support: <input type="checkbox"/> The system integrator is required to create and maintain a dedicated onsite Help Desk/Hotline/Service Desk that will ensure problems resolution raised by business users on the implemented COTS ERP solution. The Help Desk/Hotline/Service Desk will be operational at the end of Go-Live phase till the end of 2 year of AMC period.	The system integrator is required to create and maintain a dedicated onsite Help Desk/Hotline/Service Desk that will ensure problems resolution raised by business users on the implemented COTS ERP solution. The Help Desk/Hotline/Service Desk will be operational at the end of Go-Live phase till the end of 2 year of AMC period	Whether any existing Help Desk/Ticketing Tool is available or Vendor needs to propose the same	There is no such tool in place.
279	183	18.4. SLA specific to helpdesk and AMC (ERP Implementation Support), A. Help Desk Support, Bullet point 4	During stabilization period of three months (24x7 – 3 Months), Bidder will ensure following minimum number of resources at any point of time as part of the Help Desk Support; a. Corporate Office (NFL) - 3 Resources b. Corporate Office (RFCL) - 1 Resource c. Bathinda - 3 Resources d. Panipat - 3 Resources e. Nangal - 3 Resources f. Vijaipur - 3 Resources g. Ramagundam -3 Resources	During stabilization period of three months (24x7 – 3 Months), Bidder will ensure following minimum number of resources at any point of time as part of the Help Desk Support; a. Corporate Office (NFL) - 3 Resources b. Corporate Office (RFCL) - 1 Resource c. Bathinda - 3 Resources d. Panipat - 3 Resources e. Nangal - 3 Resources f. Vijaipur - 3 Resources g. Ramagundam -3 Resources	Sizing mentioned in the RFP is not adequate as per 24x7 requirement. At least 5 resources would be required to support 24 hours 7 days a week ( all shifts and week off )	This is minimum onsite requirement by NFL and RFCL. SI to deploy additional resources as required, cost of additional resources to be borne by SI.
280	183	Help Desk Support:	During stabilization period of three months (24x7 – 3 Months), Bidder will ensure following minimum number of resources at any point of time as part of the Help Desk Support; a. Corporate Office (NFL ) - 3 Resources b. Corporate Office (RFCL) - 1 Resource c. Bathinda - 3 Resources d. Panipat - 3 Resources e. Nangal - 3 Resources f. Vijaipur - 3 Resources g. Ramagundam -3 Resources	a. Corporate Office (NFL ) - 3 Resources b. Corporate Office (RFCL) - 1 Resource c. Bathinda - 3 Resources d. Panipat - 3 Resources e. Nangal - 3 Resources f. Vijaipur - 3 Resources g. Ramagundam -3 Resources	The required number of resources clarity is unclear here. Please confirm the total number of required resources for all the locations for which you need call center solution?	Please refer clause 1.6 "Post go live support" for details
281	183	Help Desk Support:	During stabilization period of three months (24x7 – 3 Months), Bidder will ensure following minimum number of resources at any point of time as part of the Help Desk Support; a. Corporate Office (NFL ) - 3 Resources b. Corporate Office (RFCL) - 1 Resource c. Bathinda - 3 Resources d. Panipat - 3 Resources e. Nangal - 3 Resources f. Vijaipur - 3 Resources g. Ramagundam -3 Resources	a. Corporate Office (NFL ) - 3 Resources b. Corporate Office (RFCL) - 1 Resource c. Bathinda - 3 Resources d. Panipat - 3 Resources e. Nangal - 3 Resources f. Vijaipur - 3 Resources g. Ramagundam -3 Resources	Do you actually need helpdesk support resources with IP Phones to register complains on all the locations or you need them for the Corporate offices only and on-call resources will be at the other locations.	NIT clause shall prevail
282	183	Help Desk Support:	During stabilization period of three months (24x7 – 3 Months), Bidder will ensure following minimum number of resources at any point of time as part of the Help Desk Support; a. Corporate Office (NFL ) - 3 Resources b. Corporate Office (RFCL) - 1 Resource c. Bathinda - 3 Resources d. Panipat - 3 Resources e. Nangal - 3 Resources f. Vijaipur - 3 Resources g. Ramagundam -3 Resources	a. Corporate Office (NFL ) - 3 Resources b. Corporate Office (RFCL) - 1 Resource c. Bathinda - 3 Resources d. Panipat - 3 Resources e. Nangal - 3 Resources f. Vijaipur - 3 Resources g. Ramagundam -3 Resources	If you need SI to suggest the number of resources then you will have to provide the required volumetric expectation as follows. A) Peak Hour received Calls in an hour per day. B) Average Handle Time etc.	Please refer section 1.6 "Post go live support" for details
283	183	18.4. SLA specific to helpdesk and AMC (ERP Implementation Support):	During stabilization period of three months (24x7 – 3 Months), Bidder will ensure following minimum number of resources at any point of time as part of the Help Desk Support; a. Corporate Office (NFL ) - 3 Resources b. Corporate Office (RFCL) - 1 Resource c. Bathinda - 3 Resources d. Panipat - 3 Resources e. Nangal - 3 Resources f. Vijaipur - 3 Resources g. Ramagundam -3 Resources	During stabilization period of three months (24x7 – 3 Months), Bidder will ensure following minimum number of resources at any point of time as part of the Help Desk Support	Hope the telephone charges and the PC with internet connectivity would be provided by NFL and RFCL for helpdesk team? Pls clarify	Telephone and PC have to be arranged by bidder only, internet service may be provided by NFL and RFCL

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
284	187	Table : SLA Response Time under G. Annual Maintenance Contract (AMC) Phase	SLA Response Time Support Category/ Severity Criteria Response Time Resolution Time (From Ticket Generation) Priority 1 (Critical) The system cannot be used for normal business activities. There is certainty of financial loss to the company. 30 Minutes Resolved within 90 Minutes Priority 2 (High) There is a problem with part of the system, which impacts on NFL & RFCL decision making. No viable workaround is available. There is a likelihood of financial loss. 45 Minutes Resolved within 4 Hours Priority 3 (Medium) The efficiency of users is being impacted, but has a viable workaround. 4 Hours Resolved within 2 days Priority 4 (Low) A low impact problem that affects the efficiency of users but has a simple workaround. 5 Hours Resolved within 5 days	G. Annual Maintenance Contract (AMC) Phase: SLA Response Time Support Category/ Severity Criteria Response Time Resolution Time (From Ticket Generation) Priority 1 (Critical) The system cannot be used for normal business activities. There is certainty of financial loss to the company. 30 Minutes Resolved within 90 Minutes Priority 2 (High) There is a problem with part of the system, which impacts on NFL & RFCL decision making. No viable workaround is available. There is a likelihood of financial loss. 45 Minutes Resolved within 4 Hours Priority 3 (Medium) The efficiency of users is being impacted, but has a viable workaround. 4 Hours Resolved within 2 days Priority 4 (Low) A low impact problem that affects the efficiency of users but has a simple workaround. 5 Hours Resolved within 5 days	Please Specify the volume of impacted users as per ticket Priority. E.g. P1 ticket means more than 50% of the total users are impacted / unable to work. P4 means single user impact	Details will be shared after selection of SI
285	189	Clause 1.2 at Section IV - General Conditions of Contract (GCC)	Governing Law The contract including the arbitration proceedings shall be governed by and interpreted in accordance with laws of India. The Indian laws shall govern the contract. The system integrator shall execute the work observing the rules and regulations of all governing laws. Any representation with respect to this NIT and an ensuing contract needs to be made within the jurisdiction.	Governing Law	The Bidder understands that it will be responsible for only those laws as are generally applicable to it as an information technology service provider. Please confirm.	All applicable laws for all the project activities will be applicable
286	189	Clause 1.2 at Section IV - General Conditions of Contract (GCC)	Governing Law The contract including the arbitration proceedings shall be governed by and interpreted in accordance with laws of India. The Indian laws shall govern the contract. The system integrator shall execute the work observing the rules and regulations of all governing laws. Any representation with respect to this NIT and an ensuing contract needs to be made within the jurisdiction.	Governing Law	The Bidder understands that it will be responsible for only those laws as are generally applicable to it as an information technology service provider. Please confirm.	All applicable laws for all the project activities will be applicable
287	191	Section IV - General Conditions of Contract (GCC)	Subcontracting 1.4.1. The system integrator would provide all the services through its own company or the consortium and in no case, the bidder shall subcontract or sublet any portion of the work without explicit written consent of NFL and RFCL. However, if subcontracting for specialized work is required, the system integrator will take prior permission from NFL and RFCL by giving details of work to be subcontracted, subcontractor profile and experience, and value of the subcontract. 1.4.2. In any case, the system integrator shall be solely responsible to ensure compliance of all obligations under the contract.	1.4 Subcontracting 1.4.1. The system integrator would provide all the services through its own company or the consortium and in no case, the bidder shall subcontract or sublet any portion of the work without explicit written consent of NFL and RFCL. However, if subcontracting for specialized work is required, the system integrator will take prior permission from NFL and RFCL by giving details of work to be subcontracted, subcontractor profile and experience, and value of the subcontract. 1.4.2. In any case, the system integrator shall be solely responsible to ensure compliance of all obligations under the contract	Kindly clarify if Bidder may propose Sub-Contracting for specialized work as part of its bid proposal, or such sub-contracting requirement will be discussed between the Parties post released of Purchase Order/Work Order to successful bidder	NIT clause shall prevail
288	193	Clause 1.9 at Section IV - GCC	Fraud and Corruption If the company determines that the system integrator has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the contract, then the company may, after giving 15 days' notice to the system integrator, terminate the contract, . Should any personnel of the system integrator be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the contract, then that personnel shall be removed immediately.	Fraud and Corruption	Bidder requests that the determination on whether Bidder has carried out any corrupt or fraudulent practices in competing for or executing the contract thereby gaining undue business advantage be made by an independent judicial authority. Please confirm.	It will be dealt as per law of land. Integrity pact can be referred.
289	193	Clause 1.9 at Section IV - GCC	Fraud and Corruption If the company determines that the system integrator has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the contract, then the company may, after giving 15 days' notice to the system integrator, terminate the contract, . Should any personnel of the system integrator be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the contract, then that personnel shall be removed immediately.	Fraud and Corruption	Bidder requests that the determination on whether Bidder has carried out any corrupt or fraudulent practices in competing for or executing the contract thereby gaining undue business advantage be made by an independent judicial authority. Please confirm.	It will be dealt as per law of land. Integrity pact can be referred.
290	193	NIT Volume I, Location	Location The Services shall be performed at all NFL & RFCL plants/sites/offices as are specified in in this NIT, where the location of a particular task is not so specified, at such locations, whether in the country or elsewhere, as the company may approve.	The Services shall be performed at all NFL & RFCL plants/sites/offices as are specified in in this NIT, where the location of a particular task is not so specified, at such locations, whether in the country or elsewhere, as the company may approve.	Please specify where the core project team would be located for the project duration for both NFL and RFCL.	Core team will be located at NFL and RFCL's respective CO
291	193	Section IV - General Conditions of Contract (GCC)	Location The Services shall be performed at all NFL & RFCL plants/sites/offices as are specified in in this NIT, where the location of a particular task is not so specified, at such locations, whether in the country or elsewhere, as the company may approve.	1.8 Location The Services shall be performed at all NFL & RFCL plants/sites/offices as are specified in in this NIT, where the location of a particular task is not so specified, at such locations, whether in the country or elsewhere, as the company may approve.	Kindly clarify, if there is any possibility of the location other than at all NFL & RFCL plants/sites/office, considering the fact , that it may have an impact on the financial assumptions of the bidder	All the applicable locations are mentioned under Geographical scope of NIT.
292	194	Clause 2.1(b) at Section IV - GCC	Cancellation of the contract: NFL & RFCL reserves the right to cancel the contract, if services are found to be unsatisfactory without giving any explanation on this account	Cancellation of the contract	Bidder understands that NFL and RFCL have the right to cancel the contract only if the Bidder failed to comply with its service obligations as per the signed contract which resulted in material breach of the contract provided NFL and RFCL gave the Bidder at least 30 days' written notice to rectify the breach and the Bidder failed to do so. Please confirm.	NIT Clause shall prevail
293	194	Clause 2.1(d) at Section IV - GCC	Blood Relation: If the Bidder has a relation whether by blood or otherwise with any of the employees of NFL & RFCL, the Bidder must disclose the relation in the self-declaration form, at the time of submission of tender failing which NFL & RFCL may at its discretion reject the Tender of rescind the contract.	Blood Relation	Bidder submits that given the scale and size of the two entities, it is practically not feasible to ascertain relatives of the employees, whether by blood or otherwise. In view of this, Bidder seeks deletion of this requirement.	NIT Clause shall prevail
294	194	2.1	Cancellation of the contract: NFL & RFCL reserves the right to cancel the contract, if services are found to be unsatisfactory without giving any explanation on this account.	Cancellation of the contract: NFL & RFCL reserves the right to cancel the contract, if services are found to be unsatisfactory without giving any explanation on this account.	NFL & RFCL reserves the right to cancel the contract, if services are found to be unsatisfactory without giving any explanation on this account. <b>The SI will be given notice to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days. In the event of termination NFL and RFCL shall pay Bidder for goods delivered and services rendered till the date of termination.</b>	NIT Clause shall prevail
295	194	2.1	Blood Relation: If the Bidder has a relation whether by blood or otherwise with any of the employees of NFL & RFCL, the Bidder must disclose the relation in the self-declaration form, at the time of submission of tender failing which NFL & RFCL may at its discretion reject the Tender of rescind the contract.	Blood Relation: If the Bidder has a relation whether by blood or otherwise with any of the employees of NFL & RFCL, the Bidder must disclose the relation in the self-declaration form, at the time of submission of tender failing which NFL & RFCL may at its discretion reject the Tender of rescind the contract.	Request deletion since this would be difficult for us to comply considering we are a company having a strength of 1.7+ lakh employees.	NIT Clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
296	194	Clause 2.1(b) at Section IV - GCC	Cancellation of the contract: NFL & RFCL reserves the right to cancel the contract, if services are found to be unsatisfactory without giving any explanation on this account.	Cancellation of the contract	Bidder understands that NFL and RFCL have the right to cancel the contract only if the Bidder failed to comply with its service obligations as per the signed contract which resulted in material breach of the contract provided NFL and RFCL gave the Bidder at least 30 days' written notice to rectify the breach and the Bidder failed to do so. Please confirm.	NIT Clause shall prevail
297	194	Clause 2.1(d) at Section IV - GCC	Blood Relation: If the Bidder has a relation whether by blood or otherwise with any of the employees of NFL & RFCL, the Bidder must disclose the relation in the self-declaration form, at the time of submission of tender failing which NFL & RFCL may at its discretion reject the Tender or rescind the contract.	Blood Relation	Bidder submits that given the scale and size of the two entities, it is practically not feasible to ascertain relatives of the employees, whether by blood or otherwise. In view of this, Bidder seeks deletion of this requirement.	NIT Clause shall prevail
298	194	Section IV - General Conditions of Contract (GCC)	Cancellation of the contract: NFL & RFCL reserves the right to cancel the contract, if services are found to be unsatisfactory without giving any explanation on this account.	2.1(b) Cancellation of the contract: NFL & RFCL reserves the right to cancel the contract, if services are found to be unsatisfactory without giving any explanation on this account.	We request deletion of this provision	NIT Clause shall prevail
299	194	2. Commencement, Completion, Modification, Termination of contract etc	Cancellation of the contract: NFL & RFCL reserves the right to cancel the contract, if services are found to be unsatisfactory without giving any explanation on this account.	b) Cancellation of the contract: NFL & RFCL reserves the right to cancel the contract, if services are found to be unsatisfactory without giving any explanation on this account.	Request the bidder to kindly make the following changes to the said clause ..b) Cancellation of the contract: NFL & RFCL reserves the right to cancel the contract, if services are found to be unsatisfactory after giving 15 days remedial notice to the bidder .	NIT Clause shall prevail
300	195	Clause 2.1(i) at Section IV - GCC	Secrecy: Any information delivered or otherwise communicated by NFL & RFCL to the bidder in connection with the contract shall be regarded as secret and confidential and shall not, without the written consent of NFL & RFCL, be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract. The Contractor must be registered with PF authorities and have their own PF code number under the Employees Provident Fund and Misc. Provisions Act, 1952. In case of non-compliance with any of the conditions/or provisions contained in E.P.F. and Misc. Provision Act 1952 as amended from time to time. NFL & RFCL reserves the right to provisionally retain 25 % of the contractor's payment towards employee and employer's contribution.	Secrecy	Bidder understands that the company will mark or identify information as 'confidential' at the time of disclosure for it to be treated as such. Please confirm.	NIT Clause shall prevail
301	195	f)	Project/Engineer-in-charge: The Project/Engineer-in-charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work which directs the application of forces to any portion of the work as, in his judgment, is required and order force increased or diminished and to decide disputes, which arise in the execution of the work. The Project/Engineer-in-charge reserves the right to suspend the work of the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the system integrator may appeal to the Engineer-in-charge whose decision shall be final and binding.	Project/Engineer-in-charge The Project/Engineer-in-charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work which directs the application of forces to any portion of the work as, in his judgment, is required and order force increased or diminished and to decide disputes, which arise in the execution of the work. The Project/Engineer-in-charge reserves the right to suspend the work of the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the system integrator may appeal to the Engineer-in-charge whose decision shall be final and binding.	Project/Engineer-in-charge The Project/Engineer-in-charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract for reasons solely attributable to the bidder. He shall also have authority to reject all work which directs the application of forces to any portion of the work as, in his judgment, is required and order force increased or diminished and to decide disputes, which arise in the execution of the work. The Project/Engineer-in-charge reserves the right to suspend the work of the part thereof at any time for reasons solely attributable to the bidder and no claim whatsoever on this account will be entertained. In case of any dispute the system integrator may appeal to the Engineer-in-charge whose decision shall be final and binding. <b>[Requests deletion of the last line]</b>	NIT Clause shall prevail
302	195	i)	Secrecy: Any information delivered or otherwise communicated by NFL & RFCL to the bidder in connection with the contract shall be regarded as secret and confidential and shall not, without the written consent of NFL & RFCL, be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract. The Contractor must be registered with PF authorities and have their own PF code number under the Employees Provident Fund and Misc. Provisions Act, 1952. In case of non-compliance with any of the conditions/or provisions contained in E.P.F. and Misc. Provision Act 1952 as amended from time to time. NFL & RFCL reserves the right to provisionally retain 25 % of the contractor's payment towards employee and employer's contribution.	NFL & RFCL reserves the right to provisionally retain 25 % of the contractor's payment towards employee and employer's contribution.	Request deletion.	NIT Clause shall prevail
303	195	k)	Taxes: The prices quoted by Bidder are inclusive of all Taxes, duties and other statutory levies excluding GST or which may become applicable / leviable in future or from time to time during the pendency of the contract. Unless specified to the contrary in the bid, all present and future taxes & other statutory levies shall be borne and paid for by the bidder. Payment of taxes shall be the responsibility of bidder and shall not be payable by NFL & RFCL and the bidder shall not raise any dispute in this regard at a later stage. Rates quoted by bidder and agreed finally by NFL & RFCL shall be firm and shall not be subject to any escalation whatsoever throughout the contract period or extended period thereof.	Taxes The prices quoted by Bidder are inclusive of all Taxes, duties and other statutory levies excluding GST or which may become applicable / leviable in future or from time to time during the pendency of the contract. Unless specified to the contrary in the bid, all present and future taxes & other statutory levies shall be borne and paid for by the bidder. Payment of taxes shall be the responsibility of bidder and shall not be payable by NFL & RFCL and the bidder shall not raise any dispute in this regard at a later stage. Rates quoted by bidder and agreed finally by NFL & RFCL shall be firm and shall not be subject to any escalation whatsoever throughout the contract period or extended period thereof.	The prices quoted by Bidder are inclusive of all Taxes, duties and other statutory levies excluding GST or which may become applicable / leviable in future or from time to time during the pendency of the contract. <b>Any increase or decrease in the rates of applicable taxes, duties or any new levy on account of changes in law shall be to the account of customer.</b> Rates quoted by bidder and agreed finally by NFL & RFCL shall be firm and shall not be subject to any escalation whatsoever throughout the contract period or extended period thereof.	NIT Clause shall prevail
304	195	Clause 2.1(i) at Section IV - GCC	Secrecy: Any information delivered or otherwise communicated by NFL & RFCL to the bidder in connection with the contract shall be regarded as secret and confidential and shall not, without the written consent of NFL & RFCL, be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract. The Contractor must be registered with PF authorities and have their own PF code number under the Employees Provident Fund and Misc. Provisions Act, 1952. In case of non-compliance with any of the conditions/or provisions contained in E.P.F. and Misc. Provision Act 1952 as amended from time to time. NFL & RFCL reserves the right to provisionally retain 25 % of the contractor's payment towards employee and employer's contribution.	Secrecy	Bidder understands that the company will mark or identify information as 'confidential' at the time of disclosure for it to be treated as such. Please confirm.	NIT Clause shall prevail
305	196	Clause 2.5 at Section IV - GCC	Settlement of Disputes I. Except as otherwise specifically provided in the contract all disputes concerning questions of facts arising under the contract shall be decided by NFL & RFCL, subject to a written application by the system integrator to NFL & RFCL, whose decision shall be binding to the parties hereto. II. Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided below.	Settlement of Disputes	Bidder requests that in the event of any dispute between the parties concerning questions of fact, an independent and impartial party such as a mediator or conciliator, mutually appointed by the parties, assist in resolution of such disputes. A party to the dispute cannot also act as a judge as this is in violation of principles of natural justice.	NIT Clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
306	196	Clause 2.6 at Section IV - GCC	<p>Arbitration</p> <p>a) "Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to Chairman &amp; Managing Director, National Fertilizers Limited/ CEO, RFCL (as applicable) for appointment of arbitrator.</p> <p>The Arbitration proceedings shall be governed by the Arbitration &amp; Conciliation Act, 1996. The Arbitration &amp; conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under.</p> <p>If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit."</p>	Arbitration	Bidder understands that the arbitrator shall be mutually appointed by the parties in accordance with The Arbitration and Conciliation Act, 1996. Please confirm.	NIT Clause shall prevail
307	196	Clause 2.5 at Section IV - GCC	<p>Settlement of Disputes</p> <p>I. Except as otherwise specifically provided in the contract all disputes concerning questions of facts arising under the contract shall be decided by NFL &amp; RFCL, subject to a written application by the system integrator to NFL &amp; RFCL, whose decision shall be binding to the parties hereto.</p> <p>II. Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.</p> <p>If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided below.</p>	Settlement of Disputes	Bidder requests that in the event of any dispute between the parties concerning questions of fact, an independent and impartial party such as a mediator or conciliator, mutually appointed by the parties, assist in resolution of such disputes. A party to the dispute cannot also act as a judge as this is in violation of principles of natural justice.	NIT Clause shall prevail
308	196	Clause 2.6 at Section IV - GCC	<p>Arbitration</p> <p>a) "Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to Chairman &amp; Managing Director, National Fertilizers Limited/ CEO, RFCL (as applicable) for appointment of arbitrator.</p> <p>The Arbitration proceedings shall be governed by the Arbitration &amp; Conciliation Act, 1996. The Arbitration &amp; conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under.</p> <p>If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit."</p>	Arbitration	Bidder understands that the arbitrator shall be mutually appointed by the parties in accordance with The Arbitration and Conciliation Act, 1996. Please confirm.	NIT Clause shall prevail
309	197	Clause 2.8 at Section IV - GCC	<p>Termination</p> <p>The contract is liable to be terminated/fore-closed if the contractor:</p> <ol style="list-style-type: none"> <li>1) becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets</li> <li>2) makes an arrangement with or assignments in favor of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or</li> <li>3) abandons the work; or</li> <li>4) persistently disregards the instructions of NFL &amp; RFCL; or</li> <li>5) fails to adhere to the agreed schedule of work; or</li> <li>6) assigns or sublets the work in whole or in part thereof without prior written consent of NFL &amp; RFCL; or</li> <li>7) defaults in the performance of the contract; or</li> <li>8) at any time contractor makes default in proceeding with the work/job under the contract with due diligence and continue to do so after a notice issued by NFL &amp; RFCL; or</li> <li>9) if the contractor obtains the contract with NFL &amp; RFCL as a result of ring tendering, or with illegal measures;</li> </ol>	Termination	Bidder requests termination be triggered when events specified in Clause 2.8 amounts to a material breach and after providing a notice period of 90 days to rectify such breach.	NIT Clause shall prevail
310	197	2.6	<p>Arbitration</p> <p>a) "Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to Chairman &amp; Managing Director, National Fertilizers Limited/ CEO, RFCL (as applicable) for appointment of arbitrator.</p> <p>The Arbitration proceedings shall be governed by the Arbitration &amp; Conciliation Act, 1996. The Arbitration &amp; conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under.</p> <p>If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit."</p>	Arbitration	<b>Request arbitration be presided by a sole arbitrator who shall be appointed upon mutual consent.</b>	NIT Clause shall prevail
311	197	2.6	<p>"It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate SBI 1 Year MCLR applicable to NFL &amp; RFCL on the date of issue of work order.</p>	<p>b) "It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate SBI 1 Year MCLR applicable to NFL &amp; RFCL on the date of issue of work order.</p>	<b>Request deletion.</b>	NIT Clause shall prevail



Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
312	197	2.8	Termination The contract is liable to be terminated/fore-closed if the contractor: 1) becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets 2) makes an arrangement with or assignments in favor of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or 3) abandons the work; or 4) persistently disregards the instructions of NFL & RFCL; or 5) fails to adhere to the agreed schedule of work; or 6) assigns or sublets the work in whole or in part thereof without prior written consent of NFL & RFCL; or 7) defaults in the performance of the contract; or 8) at any time contractor makes default in proceeding with the work/job under the contract with due diligence and continue to do so after a notice issued by NFL & RFCL; or 9) if the contractor obtains the contract with NFL & RFCL as a result of ring tendering, or with illegal measures; 10) Information submitted by the contractor is found to be incorrect.	Termination Such termination shall be by 15 days' notice in writing and no claim/compensation shall be payable by NFL & RFCL as a result of such termination.	Such termination shall be by 30 days' notice in writing and no claim/compensation shall be payable by NFL & RFCL as a result of such termination. <b>Notwithstanding anything contained the contrary elsewhere, a cure period of at least sixty (60) days shall be paid to the bidder before sending a termination notice, to remedy the breach. In the event of termination NFL &amp; RFCL shall pay bidder for goods delivered and services rendered till the date of termination.</b>	NIT Clause shall prevail
313	197	Clause 2.8 at Section IV - GCC	Termination The contract is liable to be terminated/fore-closed if the contractor: 1) becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets 2) makes an arrangement with or assignments in favor of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or 3) abandons the work; or 4) persistently disregards the instructions of NFL & RFCL; or 5) fails to adhere to the agreed schedule of work; or 6) assigns or sublets the work in whole or in part thereof without prior written consent of NFL & RFCL; or 7) defaults in the performance of the contract; or 8) at any time contractor makes default in proceeding with the work/job under the contract with due diligence and continue to do so after a notice issued by NFL & RFCL; or 9) if the contractor obtains the contract with NFL & RFCL as a result of ring tendering, or with illegal measures; 10) Information submitted by the contractor is found to be incorrect.	Termination	Bidder requests termination be triggered when events specified in Clause 2.8 amounts to a material breach and after providing a notice period of 90 days to rectify such breach.	NIT Clause shall prevail
314	197	2.8. Termination	Termination The contract is liable to be terminated/fore-closed if the contractor: 1) becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets 2) makes an arrangement with or assignments in favor of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or 3) abandons the work; or 4) persistently disregards the instructions of NFL & RFCL; or	The contract is liable to be terminated/fore-closed if the contractor:..... Such termination shall be by 15 days' notice in writing and no claim/compensation shall be payable by NFL & RFCL as a result of such termination	Request the bidder to kindly make the changes to said clause..... The contract is liable to be terminated/fore-closed if the contractor:..... Such termination shall be by 15 days' notice in writing and claim/compensation shall be payable by NFL & RFCL to the extent the bidder has incurred cost or 10% of TCV which ever is lower	NIT Clause shall prevail
315	198	Clause 2.9 at Section IV - GCC	Consequences of Termination If NFL & RFCL terminates the contract for reasons detailed above or for any other reasons whatsoever: a) NFL & RFCL shall reserve the right to get work completed at the risk and cost of the bidder and to recover from the bidder any amount by which the cost of completing the work by any other agency shall exceed the value of the contract plus 25% as administrative charges without prejudice to any other remedies/rights/claims etc. that may be available to NFL & RFCL. b) Performance Guarantee Bond/Security in any form submitted by the bidder shall stand forfeited with applicable GST thereon which shall be recovered from the contractor. c) The bidder shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits. d) All the dues payable to the bidder for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by NFL & RFCL as a consequence of termination of the contract. e) Apart from above, NFL/RFCL reserves the right to delist/blacklist the contractor. This is without prejudice to other legal rights of NFL and RFCL.	Consequences of Termination	Bidder submits that risk purchase and delisting/blacklisting the contractor is a 'heavy penalty' for termination of the contract, which may ensue for several reasons including certain legitimate concerns. Also, these consequences are not viable options for any bidder as they increase risk and liability exponentially. In view of this, Bidder seeks deletion of sub-clauses 2.9(a), (d) and (e).	NIT Clause shall prevail
316	198	Clause 2.10 at Section IV - GCC	Fore-closure "Company/Purchaser/ NFL/RFCL may at any time and for any reason may terminate the said Contract at Owner's convenience through written notice. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Contract. Upon such termination, Contractor shall be entitled to payment only as follows: 1. The actual cost of the work completed in conformity with this Agreement; plus, 2. Such other costs actually incurred by Contractor as are permitted and approved by Purchaser/Company/NFL/RFCL Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.	Fore-closure	Bidder seeks deletion of this clause. Alternatively, the bidder requests that the parties mutually discuss and agree on appropriate lock in period, notice period and termination charges for winding down the project/engagement in the event of any foreclosure of the contract.	NIT Clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
317	198	Clause 2.11 at Section IV – GCC	<p>Suspension of Scope of Work</p> <p>2.11.1. Company reserves the right to suspend and reinstate any part of the works without invalidating the provisions of the contract. Orders for suspension or reinstatement of the works will be issued by the company to the system integrator in writing. The time of completion shall then be extended by a period to be mutually discussed and agreed.</p> <p>2.11.2. Any necessary and demonstrable costs incurred by the system integrator as a result of such suspension of the works will be paid by the company, provided such costs are substantiated to the satisfaction of the company. Company shall not be responsible for any liabilities if suspension or delay is due to some default on part of the system integrator.</p> <p>2.11.3. If the COTS ERP implementation activity is subsequently revived by the company at any time during the pendency of the contract, the system integrator shall resume the work within 30 days from the date of such intimation at the same rate, terms &amp; conditions of the contract. Accordingly, the validity of the relevant Bank Guarantee should be extended by the system integrator. However, if this calls for system integrator's work beyond the original period of completion, the escalation @ (5)% per year of the fee for the balance works to be executed during the extended period of the contract shall be payable as given below:</p> <p>a) 1st year – 100 + (5)%  b) 2nd year – 100 + 2 X (5)%  c) 3rd year – 100 + 3 X (5)% and so on.</p>	Suspension of Scope of Work	Bidder understands that such suspension and reinstatement of services shall be subject to a maximum period during which such action will be valid and as mutually agreed.	NIT Clause shall prevail
318	198	2.9	<p>Consequences of Termination</p> <p>If NFL &amp; RFCL terminates the contract for reasons detailed above or for any other reasons whatsoever:</p> <p>a) NFL &amp; RFCL shall reserve the right to get work completed at the risk and cost of the bidder and to recover from the bidder any amount by which the cost of completing the work by any other agency shall exceed the value of the contract plus 25% as administrative charges without prejudice to any other remedies/rights/claims etc. that may be available to NFL &amp; RFCL.</p> <p>b) Performance Guarantee Bond/Security in any form submitted by the bidder shall stand forfeited with applicable GST thereon which shall be recovered from the contractor.</p> <p>c) The bidder shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.</p> <p>d) All the dues payable to the bidder for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by NFL &amp; RFCL as a consequence of termination of the contract.</p> <p>e) Apart from above, NFL/RFCL reserves the right to delist/blacklist the contractor. This is without prejudice to other legal rights of NFL and RFCL.</p>	<p>Consequences of termination</p> <p>If NFL &amp; RFCL terminates the contract for reasons detailed above or for any other reasons whatsoever:</p> <p>a) NFL &amp; RFCL shall reserve the right to get work completed at the risk and cost of the bidder and to recover from the bidder any amount by which the cost of completing the work by any other agency shall exceed the value of the contract plus 25% as administrative charges without prejudice to any other remedies/rights/claims etc. that may be available to NFL &amp; RFCL.</p> <p>b) Performance Guarantee Bond/Security in any form submitted by the bidder shall stand forfeited with applicable GST thereon which shall be recovered from the contractor.</p> <p>c) The bidder shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.</p> <p>d) All the dues payable to the bidder for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by NFL &amp; RFCL as a consequence of termination of the contract.</p> <p>e) Apart from above, NFL/RFCL reserves the right to delist/blacklist the contractor.</p> <p>This is without prejudice to other legal rights of NFL and RFCL.</p>	<p>If NFL &amp; RFCL terminates the contract for reasons detailed above or for any other reasons whatsoever:</p> <p>a) NFL &amp; RFCL shall reserve the right to get work completed at the cost of the bidder <b>not exceeding 10% of the undelivered portion of the contract.</b></p> <p>c) The bidder shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.</p> <p>d) All the dues payable to the bidder for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by NFL &amp; RFCL as a consequence of termination of the contract.</p> <p>This is without prejudice to other legal rights of NFL and RFCL.</p> <p><b>Request deletion of the clause giving NFL/RHCL the right to debar/blacklist the bidder. Also, payment protection should be clearly culled out for the bidder.</b></p>	NIT Clause shall prevail
319	198	2.1	<p>Fore-closure</p> <p>"Company/Purchaser/ NFL/RFCL may at any time and for any reason may terminate the said Contract at Owner's convenience through written notice. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Contract. Upon such termination, Contractor shall be entitled to payment only as follows:</p> <p>1. The actual cost of the work completed in conformity with this Agreement; plus,</p> <p>2. Such other costs actually incurred by Contractor as are permitted and approved by Purchaser/Company/NFL/RFCL Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.</p>	<p>Fore-closure</p> <p>"Company/Purchaser/ NFL/RFCL may at any time and for any reason may terminate the said Contract at Owner's convenience through written notice. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Contract. Upon such termination, Contractor shall be entitled to payment only as follows:</p> <p>1. The actual cost of the work completed in conformity with this Agreement; plus,</p> <p>2. Such other costs actually incurred by Contractor as are permitted and approved by Purchaser/Company/NFL/RFCL Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.</p>	<p><b>Either party</b> may at any time and for any reason may terminate the said Contract at Owner's convenience through <b>90 days</b> written notice. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Contract. Upon such termination, Contractor shall be entitled to payment only as follows:</p> <p>1. The actual cost of the work completed in conformity with this Agreement; plus,</p> <p>2. Such other costs actually incurred by Contractor as are permitted and approved by Purchaser/Company/NFL/RFCL Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.</p> <p><b>3. Work in progress.</b></p> <p><b>4.Third party orders in pipeline which cannot be cancelled despite Contractor's best efforts.</b></p> <p><b>5. Unrecovered investments shall be paid by customer as per termination schedule till the date of termination."</b></p>	NIT Clause shall prevail
320	198	2.11.3	<p>2.11.3. If the COTS ERP implementation activity is subsequently revived by the company at any time during the pendency of the contract, the system integrator shall resume the work within 30 days from the date of such intimation at the same rate, terms &amp; conditions of the contract. Accordingly, the validity of the relevant Bank Guarantee should be extended by the system integrator. However, if this calls for system integrator's work beyond the original period of completion, the escalation @ (5)% per year of the fee for the balance works to be executed during the extended period of the contract shall be payable as given below:</p> <p>a) 1st year – 100 + (5)%  b) 2nd year – 100 + 2 X (5)%  c) 3rd year – 100 + 3 X (5)% and so on.</p>	<p>If the COTS ERP implementation activity is subsequently revived by the company at any time during the pendency of the contract, the system integrator shall resume the work within 30 days from the date of such intimation at the same rate, terms &amp; conditions of the contract. Accordingly, the validity of the relevant Bank Guarantee should be extended by the system integrator. However, if this calls for system integrator's work beyond the original period of completion, the escalation @ (5)% per year of the fee for the balance works to be executed during the extended period of the contract shall be payable as given below: a) 1st year – 100 + (5)% b) 2nd year – 100 + 2 X (5)% c) 3rd year – 100 + 3 X (5)% and so on.</p>	<p>If the COTS ERP implementation activity is subsequently revived by the company at any time during the pendency of the contract, the system integrator shall resume the work within 30 days from the date of such intimation at the <b>mutually agreed</b> rate, terms &amp; conditions of the contract. Accordingly, the validity of the relevant Bank Guarantee should be extended by the system integrator. However, if this calls for system integrator's work beyond the original period of completion, the escalation @ <b>(10)%</b> per year of the fee for the balance works to be executed during the extended period of the contract shall be payable as given below: a) 1st year – 100 + <b>(10)%</b> b) 2nd year – 100 + 2 X <b>(10)%</b> c) 3rd year – 100 + 3 X <b>(10)%</b> and so on.</p>	NIT Clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
321	198	Clause 2.9 at Section IV - GCC	<p>Consequences of Termination If NFL &amp; RFCL terminates the contract for reasons detailed above or for any other reasons whatsoever:</p> <p>a) NFL &amp; RFCL shall reserve the right to get work completed at the risk and cost of the bidder and to recover from the bidder any amount by which the cost of completing the work by any other agency shall exceed the value of the contract plus 25% as administrative charges without prejudice to any other remedies/rights/claims etc. that may be available to NFL &amp; RFCL.</p> <p>b) Performance Guarantee Bond/Security in any form submitted by the bidder shall stand forfeited with applicable GST thereon which shall be recovered from the contractor.</p> <p>c) The bidder shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.</p> <p>d) All the dues payable to the bidder for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by NFL &amp; RFCL as a consequence of termination of the contract.</p> <p>e) Apart from above, NFL/RFCL reserves the right to delist/blacklist the contractor. This is without prejudice to other legal rights of NFL and RFCL.</p>	Consequences of Termination	Bidder submits that risk purchase and delisting/blacklisting the contractor is a 'heavy penalty' for termination of the contract, which may ensue for several reasons including certain legitimate concerns. Also, these consequences are not viable options for any bidder as they increase risk and liability exponentially. In view of this, Bidder seeks deletion of sub-clauses 2.9(a), (d) and (e).	NIT Clause shall prevail
322	198	Clause 2.10 at Section IV - GCC	<p>Fore-closure "Company/Purchaser/ NFL/RFCL may at any time and for any reason may terminate the said Contract at Owner's convenience through written notice. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Contract. Upon such termination, Contractor shall be entitled to payment only as follows: 1. The actual cost of the work completed in conformity with this Agreement; plus, 2. Such other costs actually incurred by Contractor as are permitted and approved by Purchaser/Company/NFL/RFCL Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.</p>	Fore-closure	Bidder seeks deletion of this clause. Alternatively, the bidder requests that the parties mutually discuss and agree on appropriate lock in period, notice period and termination charges for winding down the project/engagement in the event of any foreclosure of the contract.	NIT Clause shall prevail
323	198	Clause 2.11 at Section IV - GCC	<p>Suspension of Scope of Work 2.11.1. Company reserves the right to suspend and reinstate any part of the works without invalidating the provisions of the contract. Orders for suspension or reinstatement of the works will be issued by the company to the system integrator in writing. The time of completion shall then be extended by a period to be mutually discussed and agreed. 2.11.2. Any necessary and demonstrable costs incurred by the system integrator as a result of such suspension of the works will be paid by the company, provided such costs are substantiated to the satisfaction of the company. Company shall not be responsible for any liabilities if suspension or delay is due to some default on part of the system integrator. 2.11.3. If the COTS ERP implementation activity is subsequently revived by the company at any time during the pendency of the contract, the system integrator shall resume the work within 30 days from the date of such intimation at the same rate, terms &amp; conditions of the contract. Accordingly, the validity of the relevant Bank Guarantee should be extended by the system integrator. However, if this calls for system integrator's work beyond the original period of completion, the escalation @ (5)% per year of the fee for the balance works to be executed during the extended period of the contract shall be payable as given below: a) 1st year - 100 + (5)% b) 2nd year - 100 + 2 X (5)% c) 3rd year - 100 + 3 X (5)% and so on.</p>	Suspension of Scope of Work	Bidder understands that such suspension and reinstatement of services shall be subject to a maximum period during which such action will be valid and as mutually agreed.	NIT Clause shall prevail
324	198	Section IV - General Conditions of Contract (GCC)	<p>Consequences of Termination If NFL &amp; RFCL terminates the contract for reasons detailed above or for any other reasons whatsoever:</p> <p>a) NFL &amp; RFCL shall reserve the right to get work completed at the risk and cost of the bidder and to recover from the bidder any amount by which the cost of completing the work by any other agency shall exceed the value of the contract plus 25% as administrative charges without prejudice to any other remedies/rights/claims etc. that may be available to NFL &amp; RFCL.</p>	2.9(a) NFL & RFCL shall reserve the right to get work completed at the risk and cost of the bidder and to recover from the bidder any amount by which the cost of completing the work by any other agency shall exceed the value of the contract plus 25% as administrative charges without prejudice to any other remedies/rights/claims etc. that may be available to NFL & RFCL	We request deletion of this provision	NIT Clause shall prevail
325	198	Section IV - General Conditions of Contract (GCC)	<p>Consequences of Termination If NFL &amp; RFCL terminates the contract for reasons detailed above or for any other reasons whatsoever:</p> <p>a) NFL &amp; RFCL shall reserve the right to get work completed at the risk and cost of the bidder and to recover from the bidder any amount by which the cost of completing the work by any other agency shall exceed the value of the contract plus 25% as administrative charges without prejudice to any other remedies/rights/claims etc. that may be available to NFL &amp; RFCL.</p> <p>b) Performance Guarantee Bond/Security in any form submitted by the bidder shall stand forfeited with applicable GST thereon which shall be recovered from the contractor.</p> <p>c) The bidder shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.</p> <p>d) All the dues payable to the bidder for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by NFL &amp; RFCL as a consequence of termination of the contract.</p> <p>e) Apart from above,</p>	2.9(d) All the dues payable to the bidder for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by NFL & RFCL as a consequence of termination of the contract	We request amendment to the clause as below: " <i>All the dues payable to the bidder for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by NFL &amp; RFCL as a consequence of termination of the contract.</i> "	NIT Clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
326	198	2.9.	Consequences of Termination If NFL & RFCL terminates the contract for reasons detailed above or for any other reasons whatsoever: a) NFL & RFCL shall reserve the right to get work completed at the risk and cost of the bidder and to recover from the bidder any amount by which the cost of completing the work by any other agency shall exceed the value of the contract plus 25% as administrative charges without prejudice to any other remedies/rights/claims etc. that may be available to NFL & RFCL. b) Performance Guarantee Bond/Security in any form submitted by the bidder shall stand forfeited with applicable GST thereon which shall be recovered from the contractor. c) The bidder shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits. d) All the dues payable to the bidder for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by NFL & RFCL as a consequence of termination of the contract. e) Apart from above, NFL/RFCL reserves the right to delist/blacklist the contractor. This is without prejudice to other legal rights of NFL and RFCL.	If NFL & RFCL terminates the contract for reasons detailed above or for any other reasons whatsoever: a) NFL & RFCL shall reserve the right to get work completed at the risk and cost of the bidder and to recover from the bidder any amount by which the cost of completing the work by any other agency shall exceed the value of the contract plus 25% as administrative charges without prejudice to any other remedies/rights/claims etc. that may be available to NFL & RFCL. c) The bidder shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits. d) All the dues payable to the bidder for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by NFL & RFCL as a consequence of termination of the contract. e) Apart from above, NFL/RFCL reserves the right to delist/blacklist the contractor. This is without prejudice to other legal rights of NFL and RFCL.	Request the bidder to make following changes to the said clause a) delete this point  c) The bidder shall be suitably compensated for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works  d) All the dues payable to the bidder for the work executed by him before and up to termination shall be released after making adjustments for the expenses, charges, demands, incurred by NFL & RFCL as a consequence of termination of the contract.	NIT Clause shall prevail
327	199	Clause 2.12 at Section IV – GCC	Continued Performance The system integrator shall not stop working in case of any dispute pending before arbitrator / court / tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfillment of any reciprocal promise. Unilateral stoppage of work by the system integrator shall be considered a breach of contract and NFL & RFCL shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.	Continued Performance	Bidder understands that it may be entitled to stop or suspend its service obligations unilaterally in the event the company fails to comply with its payment obligations for a consecutive period of 3 months resulting in material breach by the company. Please confirm.	NIT Clause shall prevail
328	199	Clause 2.14 at Section IV – GCC	Make Good Of Any Losses / Damages It is understood by the contract that in the event of any losses/damages caused to NFL & RFCL due to the reasons whatsoever within his control and the same losses/damages are approved by NFL & RFCL, the System integrator has to make good all the consequential damages / losses to NFL & RFCL without any protest and demur. The damages/losses shall be apart from other claims/damages to which NFL & RFCL is entitled under the contract or in the course of Law.	Make Good Of Any Losses / Damages	As is the standard under contract and law, the Bidder understands that consequential damages are excluded from either party's liability. Please confirm.	It will be dealt as per law of land.
329	199	2.14	Make Good Of Any Losses / Damages It is understood by the contract that in the event of any losses/damages caused to NFL & RFCL due to the reasons whatsoever within his control and the same losses/damages are approved by NFL & RFCL, the System integrator has to make good all the consequential damages / losses to NFL & RFCL without any protest and demur. The damages/losses shall be apart from other claims/damages to which NFL & RFCL is entitled under the contract or in the course of Law.	Make Good Of Any Losses/ Damages It is understood by the contract that in the event of any losses / damages caused to NFL & RFCL due to the reasons whatsoever within his control and the same losses / damages are approved by NFL/RFCL, the system integrator has to make good all the consequential damages / losses to NFL & RFCL without any protest and demur. The damages/losses shall be apart from other claims/damages to which NFL & RFCL is entitled under the contract or in the course of Law.	Request deletion	NIT Clause shall prevail
330	199	2.16	Indemnity The system integrator shall indemnify NFL & RFCL and keep indemnified for any loss or damage, cost or consequences that NFL may sustain, suffer or incur on account of violation of patent, trademarks, etc. by the bidder. The system integrator shall always remain liable to NFL & RFCL for any Losses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) suffered by NFL & RFCL due to any technical error or negligence or fault on the part of the bidder, and the bidder also shall indemnify NFL & RFCL for the same. The total liability of the selected bidder under this clause and contract shall not exceed the total contract value.	Indemnity The system integrator shall indemnify NFL & RFCL and keep indemnified for any loss or damage, cost or consequences that NFL may sustain, suffer or incur on account of violation of patent, trademarks, etc. by the bidder. The system integrator shall always remain liable to NFL & RFCL for any Losses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) suffered by NFL & RFCL due to any technical error or negligence or fault on the part of the bidder, and the bidder also shall indemnify NFL & RFCL for the same. The total liability of the selected bidder under this clause and contract shall not exceed the total contract value.	<b>Please restrict indemnity to the following -</b>  <b>1. Infringement of patent, trademark and copyright attributable solely to the services rendered by the bidder.</b> <b>2. Violation of Laws attributable solely and directly to the bidder.</b>  <b>Also, please carve out a liability cap expressly disclaiming liability (for both parties) for indirect, consequential and remote losses. Liability limit for the bidder be defined as follows -</b>  <b>The aggregate liability of the bidder, under this Agreement, for both RFCL and NFL, irrespective of the type of claim, be it tort, indemnity or legal theory, should not exceed the consideration received by the bidder in six (6) months preceeding the date when the claim first</b>	NIT Clause shall prevail
331	199	Clause 2.12 at Section IV – GCC	Continued Performance The system integrator shall not stop working in case of any dispute pending before arbitrator / court / tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfillment of any reciprocal promise. Unilateral stoppage of work by the system integrator shall be considered a breach of contract and NFL & RFCL shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.	Continued Performance	Bidder understands that it may be entitled to stop or suspend its service obligations unilaterally in the event the company fails to comply with its payment obligations for a consecutive period of 3 months resulting in material breach by the company. Please confirm.	NIT Clause shall prevail
332	199	Clause 2.14 at Section IV – GCC	Make Good Of Any Losses / Damages It is understood by the contract that in the event of any losses/damages caused to NFL & RFCL due to the reasons whatsoever within his control and the same losses/damages are approved by NFL & RFCL, the System integrator has to make good all the consequential damages / losses to NFL & RFCL without any protest and demur. The damages/losses shall be apart from other claims/damages to which NFL & RFCL is entitled under the contract or in the course of Law.	Make Good Of Any Losses / Damages	As is the standard under contract and law, the Bidder understands that consequential damages are excluded from either party's liability. Please confirm.	It will be dealt as per law of land.

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
333	199	Clause 2.16 at Section IV – GCC  And  Clause 3.11 at Section IV – GCC	Indemnity The system integrator shall indemnify NFL & RFCL and keep indemnified for any loss or damage, cost or consequences that NFL may sustain, suffer or incur on account of violation of patent, trademarks, etc. by the bidder. The system integrator shall always remain liable to NFL & RFCL for any Losses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) suffered by NFL & RFCL due to any technical error or negligence or fault on the part of the bidder, and the bidder also shall indemnify NFL & RFCL for the same. The total liability of the  Limitation of Liability Except in cases of criminal act, negligence or willful misconduct, a. the system integrator shall not be liable to the company, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs and b. the aggregate liability of the system integrator to the company, whether under the contract, in tort or otherwise including the cost of repairing the implemented solution, shall not exceed the 100 % (hundred) of the contract price provided that this limitation shall not apply to any obligation of the system integrator to indemnify the company with respect to copyright, patent infringement, workman	Indemnity and Limitation of liability	While the bidder shall indemnify by defending NFL against third party claims for infringement of copyright or patent resulting from use of bidder's products or services as may be finally adjudicated by the Court provided NFL promptly notifies any such claim and allows bidder sole defense and control of any such claim. Bidder requests deletion of other additional indemnities.  The Bidder understands that the aggregate liability of the bidder under the entire contract will not exceed the amount of any actual direct damages incurred by NFL up to the total contract value paid for the product or service that is the subject of the claim, regardless of the basis of the claim. Please confirm.	NIT Clause shall prevail
334	199	Clause 2.16 at Section IV – GCC  And  Clause 3.11 at Section IV – GCC	Indemnity The system integrator shall indemnify NFL & RFCL and keep indemnified for any loss or damage, cost or consequences that NFL may sustain, suffer or incur on account of violation of patent, trademarks, etc. by the bidder. The system integrator shall always remain liable to NFL & RFCL for any Losses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) suffered by NFL & RFCL due to any technical error or negligence or fault on the part of the bidder, and the bidder also shall indemnify NFL & RFCL for the same. The total liability of the  Limitation of Liability Except in cases of criminal act, negligence or willful misconduct, a. the system integrator shall not be liable to the company, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs and b. the aggregate liability of the system integrator to the company, whether under the contract, in tort or otherwise including the cost of repairing the implemented solution, shall not exceed the 100 % (hundred) of the contract price provided that this limitation shall not apply to any obligation of the system integrator to indemnify the company with respect to copyright, patent infringement, workman	Indemnity and Limitation of liability	While the bidder shall indemnify by defending NFL against third party claims for infringement of copyright or patent resulting from use of bidder's products or services as may be finally adjudicated by the Court provided NFL promptly notifies any such claim and allows bidder sole defense and control of any such claim. Bidder requests deletion of other additional indemnities.  The Bidder understands that the aggregate liability of the bidder under the entire contract will not exceed the amount of any actual direct damages incurred by NFL up to the total contract value paid for the product or service that is the subject of the claim, regardless of the basis of the claim. Please confirm.	NIT Clause shall prevail
335	199	Section IV - General Conditions of Contract (GCC)	Continued Performance The system integrator shall not stop working in case of any dispute pending before arbitrator / court / tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfillment of any reciprocal promise. Unilateral stoppage of work by the system integrator shall be considered a breach of contract and NFL & RFCL shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.	2.12. Continued Performance The system integrator shall not stop working in case of any dispute pending before arbitrator / court / tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfillment of any reciprocal promise. Unilateral stoppage of work by the system integrator shall be considered a breach of contract and NFL & RFCL shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests	Kindly clarify if this clause will also be applicable if disputes/difference are due to non-payment of undisputed dues, which are long over due.	Yes, NIT Clause shall prevail
336	199	Section IV - General Conditions of Contract (GCC)	Make Good Of Any Losses / Damages It is understood by the contract that in the event of any losses/damages caused to NFL & RFCL due to the reasons whatsoever within his control and the same losses/damages are approved by NFL & RFCL, the System integrator has to make good all the consequential damages / losses to NFL & RFCL without any protest and demur. The damages/losses shall be apart from other claims/damages to which NFL & RFCL is entitled under the contract or in the course of Law.	2.14. Make Good Of Any Losses / Damages It is understood by the contract that in the event of any losses/damages caused to NFL & RFCL due to the reasons whatsoever within his control and the same losses/damages are approved by NFL & RFCL, the System integrator has to make good all the consequential damages / losses to NFL & RFCL without any protest and demur. The damages/losses shall be apart from other claims/damages to which NFL & RFCL is entitled under the contract or in the course of Law.	We request deletion of this provision	NIT Clause shall prevail
337	199	Section IV - General Conditions of Contract (GCC)	Indemnity The system integrator shall indemnify NFL & RFCL and keep indemnified for any loss or damage, cost or consequences that NFL may sustain, suffer or incur on account of violation of patent, trademarks, etc. by the bidder. The system integrator shall always remain liable to NFL & RFCL for any Losses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) suffered by NFL & RFCL due to any technical error or negligence or fault on the part of the bidder, and the bidder also shall indemnify NFL & RFCL for the same. The total liability of the selected bidder under this clause and contract shall not exceed the total contract value.	2.16. Indemnity The system integrator shall indemnify NFL & RFCL and keep indemnified for any loss or damage, cost or consequences that NFL may sustain, suffer or incur on account of violation of patent, trademarks, etc. by the bidder. The system integrator shall always remain liable to NFL & RFCL for any Losses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) suffered by NFL & RFCL due to any technical error or negligence or fault on the part of the bidder, and the bidder also shall indemnify NFL & RFCL for the same. The total liability of the selected bidder under this clause and contract shall not exceed the total contract value.	We request amendment to the clause as below: "The system integrator shall indemnify NFL & RFCL and keep indemnified for any loss or damage, cost or consequences that NFL may sustain, suffer or incur on account of violation of third party patent, trademarks, etc. by the bidder. <del>The system integrator shall always remain liable to NFL &amp; RFCL for any Losses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) suffered by NFL &amp; RFCL due to any technical error or negligence or fault on the part of the bidder, and the bidder also shall indemnify NFL &amp; RFCL for the same. The total liability of the selected bidder under this clause and contract shall not exceed the total contract value"</del>	NIT Clause shall prevail
338	201	3.4.1	The system integrator shall indemnify and hold harmless the company and its employees from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the offered COTS ERP solution whether accepted or not), arising in connection with the supply and installation of the offered COTS ERP Solution and by reason of the negligence of the system integrator, or their employees, or agents, except any injury, death	The system integrator shall indemnify and hold harmless the company and its employees from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the offered COTS ERP solution whether accepted or not), arising in connection with the supply and installation of the offered COTS ERP Solution and by reason of the negligence of the system integrator, or their employees, or agents, except any injury, death or property damage caused by the negligence of the company, its employees, or agents.	<b>Please delete the following -</b>  <b>" arising in connection with the supply and installation of the offered COTS ERP Solution and by reason of the negligence of the system integrator, or their employees, or agents, "</b>	NIT Clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
339	202	Clause 3.7 at Section IV – GCC	Accounting, Inspection and Auditing The system integrator shall permit the company and/or persons appointed by the company to inspect its accounts and records relating to the performance of the contract, and to have such accounts and records audited by auditors appointed by the company if required by the company. The system integrator's attention is drawn that acts intended to materially impede the exercise of NFL & RFCL inspection and audit rights provided constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the system integrator Guidelines). The company will not seek to audit of any confidential information or documents such as internal costing model, profit margins or overhead costs etc. The company will be intimating the system integrator 30 days prior to the execution of audit. Any confidential information relating to the bidder's employees, or minutes of its Internal Board or Board committee meetings including internal audit, or such other information of commercial-in-confidence nature shall be sought only to the extent that the information is relevant to this contract.	Accounting, Inspection and Auditing	The bidder understands that the inspection and audit shall be to determine compliance with the bidder's service levels. Please confirm.  Such audit shall be conducted (a) upon thirty days prior written notice to Bidder; (b) no more than once each calendar year; (c) only in relation to the previous twelve months' activities; (d) during normal business hours; and (e) to the extent it does not interfere with Bidder's ability to perform the services in accordance with the signed contract. A third-party auditor may be appointed only with the mutual consent of the parties.	NIT Clause shall prevail
340	202	3.7. Accounting, Inspection and Auditing	Accounting, Inspection and Auditing The system integrator shall permit the company and/or persons appointed by the company to inspect its accounts and records relating to the performance of the contract, and to have such accounts and records audited by auditors appointed by the company if required by the company. The system integrator's attention is drawn that acts intended to materially impede the exercise of NFL & RFCL inspection and audit rights provided constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the system integrator Guidelines). The company will not seek to audit of any confidential information or documents such as internal costing model, profit margins or overhead costs etc. The company will be intimating the system integrator 30 days prior to the execution of audit. Any confidential information relating to the bidder's employees, or minutes of its Internal Board or Board committee meetings including internal audit, or such other information of commercial-in-confidence nature shall be sought only to the extent that the information is relevant to this contract.	Any confidential information relating to the bidder's employees, or minutes of its Internal Board or Board committee meetings including internal audit, or such other information of commercial-in-confidence nature shall be sought only to the extent that the information is relevant to this contract.	<b>Request deletion of the below portion -</b>  <b>Any confidential information relating to the bidder's employees, or minutes of its Internal Board or Board committee meetings including internal audit, or such other information of commercial-in-confidence nature shall be sought only to the extent that the information is relevant to this contract.</b>	NIT Clause shall prevail
341	202	Clause 3.7 at Section IV – GCC	Accounting, Inspection and Auditing The system integrator shall permit the company and/or persons appointed by the company to inspect its accounts and records relating to the performance of the contract, and to have such accounts and records audited by auditors appointed by the company if required by the company. The system integrator's attention is drawn that acts intended to materially impede the exercise of NFL & RFCL inspection and audit rights provided constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the system integrator Guidelines). The company will not seek to audit of any confidential information or documents such as internal costing model, profit margins or overhead costs etc. The company will be intimating the system integrator 30 days prior to the execution of audit. Any confidential information relating to the bidder's employees, or minutes of its Internal Board or Board committee meetings including internal audit, or such other information of commercial-in-confidence nature shall be sought only to the extent that the information is relevant to this contract.	Accounting, Inspection and Auditing	The bidder understands that the inspection and audit shall be to determine compliance with the bidder's service levels. Please confirm.  Such audit shall be conducted (a) upon thirty days prior written notice to Bidder; (b) no more than once each calendar year; (c) only in relation to the previous twelve months' activities; (d) during normal business hours; and (e) to the extent it does not interfere with Bidder's ability to perform the services in accordance with the signed contract. A third-party auditor may be appointed only with the mutual consent of the parties.	NIT Clause shall prevail
342	203	3.9.2	Defect Liability 3.9.1. The system integrator shall warrant that the offered COTS ERP solution or any part thereof shall be free from defects in the design, architecture, and development and testing of the COTS ERP solutions supplied and of the work executed. 3.9.2. The Defect Liability Period shall be Twelve (12) months from the date of implementation. If during the Defect Liability Period any defect be found in the design, architecture, development and testing of the COTS ERP solutions supplied and of the work executed by the system integrator, the system integrator shall promptly, in consultation and agreement with the company and at the cost of the system integrator, repair, replace or otherwise make good such defect as well as any damage to the company caused by such defect.	The Defect Liability Period shall be Twelve (12) months from the date of implementation. If during the Defect Liability Period any defect be found in the design, architecture, development and testing of the COTS ERP solutions supplied and of the work executed by the system integrator, the system integrator shall promptly, in consultation and agreement with the company and at the cost of the system integrator, repair, replace or otherwise make good such defect as well as any damage to the company caused by such defect.	we request deletion of Clause 3.9.4 and addition of the following portion from 3.9.3 -  If the system integrator does not commence the rectification either by repair or replacement of such defects within 7 (seven) working days from the date of notice by the company or does not complete the rectification with due diligence and within a reasonable time, the company may, at its option, rectify the defects at the system integrator's expense <b>which shall not exceed five (5) percent of the value of undelivered services.</b>	NIT Clause shall prevail
343	204	Volume 1, Section IV- General Conditions of Contract, Clause No. 3. Obligations of the System Integrator	Limitation of Liability Except in cases of criminal act, negligence or willful misconduct, a. the system integrator shall not be liable to the company, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs and b. the aggregate liability of the system integrator to the company, whether under the contract, in tort or otherwise including the cost of repairing the implemented solution, shall not exceed the 100 % (hundred) of the contract price provided that this limitation shall not apply to any obligation of the system integrator to indemnify the company with respect to copyright, patent infringement, workman compensation.	3.11 Limitation of Liability	We request to cap the limitation of liability to last twelve month charges paid by the Customer immediately preceding the date of claim. We also propose that the SI should not be made liable for any indirect and consequential damages	NIT Clause shall prevail
344	204	Section IV - General Conditions of Contract (GCC)	Limitation of Liability Except in cases of criminal act, negligence or willful misconduct, a. the system integrator shall not be liable to the company, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs and b. the aggregate liability of the system integrator to the company, whether under the contract, in tort or otherwise including the cost of repairing the implemented solution, shall not exceed the 100 % (hundred) of the contract price provided that this limitation shall not apply to any obligation of the system integrator to indemnify the company with respect to copyright, patent infringement, workman compensation.	3.11. Limitation of Liability	We request that aggregate liability of the SI be limited to the Annual Contract Value	NIT Clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
345	209	Clause 2 at Section V – Special Conditions of Contract	<p>Delayed Delivery</p> <p>For NFL:- In case of delay in delivery of goods/services beyond the contractual delivery date, System Integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ one percent (1%) per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of NFL. However, in case of delay in delivery of complete package i.e. implementation period of 12 months, price reduction schedule (PRS) shall be applicable @ 1% per week or part thereof, subject to maximum of 10% of Corresponding Contract Value comprising of total License Cost (1500 nos.) + 1st Year AMC of ERP licenses + E Office License cost (500 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s).</p> <p>For RFCL:- In case of delay in delivery of goods/services beyond the contractual delivery date, system integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ one percent (1%) per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of RFCL. However, in case of delay in delivery of complete package i.e. implementation period of 9 months, price reduction schedule (PRS) shall be applicable @ 1% per week or part thereof, subject to maximum of 10% of Corresponding Contract Value comprising of total License Cost (325 nos.) + 1st Year AMC of ERP licenses + E Office License cost (100 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s).</p>	Delayed delivery	<p>Bidder understands that LD will be levied on the contractor, as a sole and exclusive remedy, only in the event the reasons for delay or default to meet the agreed service levels is solely and directly attributable to the contractor. Please confirm.</p> <p>The Bidder requests that such penalties or liquidated damages be capped at a maximum of 10% of the total contract value. Please clarify.</p>	NIT Clause shall prevail
346	209	2	<p>Delayed Delivery</p> <p>For NFL:- In case of delay in delivery of goods/services beyond the contractual delivery date, System Integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ one percent (1%) per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of NFL. However, in case of delay in delivery of complete package i.e. implementation period of 12 months, price reduction schedule (PRS) shall be applicable @ 1% per week or part thereof, subject to maximum of 10% of Corresponding Contract Value comprising of total License Cost (1500 nos.) + 1st Year AMC of ERP licenses + E Office License cost (500 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s).</p> <p>For RFCL:- In case of delay in delivery of goods/services beyond the contractual delivery date, system integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ one percent (1%) per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of RFCL. However, in case of delay in delivery of complete package i.e. implementation period of 9 months, price reduction schedule (PRS) shall be applicable @ 1% per week or part thereof, subject to maximum of 10% of Corresponding Contract Value comprising of total License Cost (325 nos.) + 1st Year AMC of ERP licenses + E Office License cost (100 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s).</p>	<p>Delayed delivery</p> <p>For NFL:- In case of delay in delivery of goods/services beyond the contractual delivery date, System Integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ one percent (1%) per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of NFL. However, in case of delay in delivery of complete package i.e. implementation period of 12 months, price reduction schedule (PRS) shall be applicable @ 1% per week or part thereof, subject to maximum of 10% of Corresponding Contract Value comprising of total License Cost (1500 nos.) + 1st Year AMC of ERP licenses + E Office License cost (500 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s).</p> <p>For RFCL:- In case of delay in delivery of goods/services beyond the contractual delivery date, system integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ one percent (1%) per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of RFCL. However, in case of delay in delivery of complete package i.e. implementation period of 9 months, price reduction schedule (PRS) shall be applicable @ 1% per week or part thereof, subject to maximum of 10% of Corresponding Contract Value comprising of total License Cost (325 nos.) + 1st Year AMC of ERP licenses + E Office License cost (100 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s).</p>	<p>For NFL:- In case of delay in delivery of goods/services beyond the contractual delivery date, System Integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ <b>twenty five basis points (.25%)</b> per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of NFL. However, in case of delay in delivery of complete package i.e. implementation period of 12 months, price reduction schedule (PRS) shall be applicable @ <b>.25%</b> per week or part thereof, subject to maximum of <b>3%</b> of Corresponding Contract Value comprising of total License Cost (1500 nos.) + 1st Year AMC of ERP licenses + E Office License cost (500 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s).</p> <p>For RFCL:- In case of delay in delivery of goods/services beyond the contractual delivery date, system integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ <b>twenty five basis point (.25%)</b> per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of RFCL. However, in case of delay in delivery of complete package i.e. implementation period of 9 months, price reduction schedule (PRS) shall be applicable @ <b>.25%</b> per week or part thereof, subject to maximum of <b>3%</b> of Corresponding Contract Value comprising of total License Cost (325 nos.) + 1st Year AMC of ERP licenses + E Office License cost (100 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s).</p>	NIT Clause shall prevail
347	209	1		<p>head along with the techno-commercial bid that:</p> <p>a) No other firm/sister concern/associate belonging to the same group is participating /submitting this tender.</p> <p>b) That the bidders, their associates, sister concern, etc. have not been black listed by any institutional agency/Govt. Dept./Public Sector as on bid submission date.</p> <p>In case of concealment of any fact, if detected later on, such bidders will be debarred from all future dealings with NFL &amp; RFCL as well as cancellation of their bid for this tender.</p>	<p>We can give a declaration that we are currently not blacklisted by Central/State government.</p>	NIT Clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
348	209	Volume 1, Section V - Special Conditions of Contract (2. Delayed Delivery)	<p>Delayed Delivery</p> <p>For NFL:- In case of delay in delivery of goods/services beyond the contractual delivery date, System Integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ one percent (1%) per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of NFL. However, in case of delay in delivery of complete package i.e. implementation period of 12 months, price reduction schedule (PRS) shall be applicable @ 1% per week or part thereof, subject to maximum of 10% of Corresponding Contract Value comprising of total License Cost (1500 nos.) + 1st Year AMC of ERP licenses + E Office License cost (500 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s).</p> <p>For RFCL:- In case of delay in delivery of goods/services beyond the contractual delivery date, system integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ one percent (1%) per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of RFCL. However, in case of delay in delivery of complete package i.e. implementation period of 9 months, price reduction schedule (PRS) shall be applicable @ 1% per week or part thereof, subject to maximum of 10% of Corresponding Contract Value comprising of total License Cost (325 nos.) + 1st Year AMC of ERP licenses + E Office License cost (100 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s).</p>	<p>For NFL:- In case of delay in delivery of goods/services beyond the contractual delivery date, System Integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ one percent (1%) per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of NFL. However, in case of delay in delivery of complete package i.e. implementation period of 12 months, price reduction schedule (PRS) shall be applicable @ 1% per week or part thereof, subject to maximum of 10% of Corresponding Contract Value comprising of total License Cost (1500 nos.) + 1st Year AMC of ERP licenses + E Office License cost (500 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s).</p> <p>For RFCL:- In case of delay in delivery of goods/services beyond the contractual delivery date, system integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ one percent (1%) per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of RFCL. However, in case of delay in delivery of complete package i.e. implementation period of 9 months, price reduction schedule (PRS) shall be applicable @ 1% per week or part thereof, subject to maximum of 10% of Corresponding Contract Value comprising of total License Cost (325 nos.) + 1st Year AMC of ERP licenses + E Office License cost (100 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s).</p>	<p>Clause should also consider the condition that what if delay is on part of the NFL &amp; RFCL. Clause should be modified for adding this scenario.</p>	NIT Clause shall prevail
349	209	Clause 2 at Section V - Special Conditions of Contract	<p>Delayed Delivery</p> <p>For NFL:- In case of delay in delivery of goods/services beyond the contractual delivery date, System Integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ one percent (1%) per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of NFL. However, in case of delay in delivery of complete package i.e. implementation period of 12 months, price reduction schedule (PRS) shall be applicable @ 1% per week or part thereof, subject to maximum of 10% of Corresponding Contract Value comprising of total License Cost (1500 nos.) + 1st Year AMC of ERP licenses + E Office License cost (500 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s).</p> <p>For RFCL:- In case of delay in delivery of goods/services beyond the contractual delivery date, system integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ one percent (1%) per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of RFCL. However, in case of delay in delivery of complete package i.e. implementation period of 9 months, price reduction schedule (PRS) shall be applicable @ 1% per week or part thereof, subject to maximum of 10% of Corresponding Contract Value comprising of total License Cost (325 nos.) + 1st Year AMC of ERP licenses + E Office License cost (100 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s).</p>	Delayed delivery	<p>Bidder understands that LD will be levied on the contractor, as a sole and exclusive remedy, only in the event the reasons for delay or default to meet the agreed service levels is solely and directly attributable to the contractor. Please confirm.</p> <p>The Bidder requests that such penalties or liquidated damages be capped at a maximum of 10% of the total contract value. Please clarify.</p>	NIT Clause shall prevail
350	209	Section V - Special Conditions of Contract	<p>Sister/group/associates Company/Concern</p> <p>The prospective bidders having any common proprietor/partners/directors/managing partners etc. shall be considered as sister/group/associates company/concern. In such cases, only one of them will be eligible for participation in the tender. Bidders have to submit a declaration on letter head along with the techno-commercial bid that:</p> <p>a) No other firm/sister concern/associate belonging to the same group is participating /submitting this tender.</p> <p>b) That the bidders, their associates, sister concern, etc. have not been black listed by any institutional agency/Govt. Dept./Public Sector as on bid submission date.</p> <p>In case of concealment of any fact, if detected later on, such bidders will be debarred from all future dealings with NFL &amp; RFCL as well as cancellation of their bid for this tender.</p>	1. Sister/group/associates Company/Concern	Kindly clarify if the Bidder may appoint any of its group/affiliated companies as sub-contractors for performance of very specific work within the overall scope of work	NIT Clause shall prevail



Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
351	209	Section V - Special Conditions of Contract	<p>Delayed Delivery</p> <p>For NFL:-</p> <p>In case of delay in delivery of goods/services beyond the contractual delivery date, System Integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ one percent (1%) per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of NFL. However, in case of delay in delivery of complete package i.e. implementation period of 12 months, price reduction schedule (PRS) shall be applicable @ 1% per week or part thereof, subject to maximum of 10% of Corresponding Contract Value comprising of total License Cost (1500 nos.) + 1st Year AMC of ERP licenses + E Office License cost (500 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s).</p> <p>For RFCL:-</p> <p>In case of delay in delivery of goods/services beyond the contractual delivery date, system integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ one percent (1%) per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of RFCL. However, in case of delay in delivery of complete package i.e. implementation period of 9 months, price reduction schedule (PRS) shall be applicable @ 1% per week or part thereof, subject to maximum of 10% of Corresponding Contract Value comprising of total License Cost (325 nos.) + 1st Year AMC of ERP licenses + E Office License cost (100 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s).</p>	2. Delayed Delivery	We request deletion of this provision	NIT Clause shall prevail
352	139 of 212	1.5.3. Data Migration:	<p>Scope of Data Migration: Opening &amp; closing balances of financial data for the previous five years from the date of migration</p> <p><input type="checkbox"/> All open transactions and all transactions from the start of financial year of Go-Live</p> <p><input type="checkbox"/> Master data such as vendor/suppliers, customers, material, work breakdown structures, equipment, preventive maintenance, work specifications, cost data etc. as applicable for the COTS ERP solution.</p> <p><input type="checkbox"/> Production Statistical Data</p> <p><input type="checkbox"/> Archival data which will include documents such as transactions or any other relevant document required for pattern or trend analysis or statutory/legal requirements etc.</p> <p><input type="checkbox"/> Employee Master Data as on date of Go-Live</p> <p><input type="checkbox"/> Employee Payroll data from 01.01.2017 till Go-Live date to take care of wage revision.</p> <p>Further to past 5 years legacy data migration, important production statistics since inception such as production of main items, performance parameters are required to be migrated to meet requirements of audit and other queries.</p> <p>The system integrator's responsibility shall be to ensure that data migration is complete in all aspects, within time so that the requirements of the implementation are fulfilled. The system integrator shall prepare and provide detailed procedure system for master data management</p>	Scope of Data Migration: Opening & closing balances of financial data for the previous five years from the date of migration	We propose to keep historical financial data for the previous years in legacy system and only open balances & cut off data of last financial year to be migrated in the new system.	NIT Clause shall prevail
353	141 of 212	1.7. Miscellaneous: 1.7.1. Master Data Sanitization and Codification of items	<p>Master Data Sanitization and Codification of items</p> <p>The system integrator, with the assistance of NFL &amp; RFCL's COTS ERP core team, shall define and implement the codification structure to carry out sanitization of item codes and all other codes being used for various activities by NFL &amp; RFCL. There are approximately 1,80,000 (NFL – 1,50,000 &amp; RFCL – 30,000) item codes which are being used presently by NFL &amp; RFCL.</p> <p>The following tasks shall include as part of Scope of Master Data Sanitization and Codification:</p> <p><input type="checkbox"/> Supply of materials catalogue codification software for codification of new items for material master data preparation</p> <p><input type="checkbox"/> Collection of all plant equipment parts catalogues of different projects from the individual project</p> <p><input type="checkbox"/> Material Master Data preparation</p> <p><input type="checkbox"/> Material codification &amp; sanitization</p>	Supply of materials catalogue codification software for codification of new items for material master data preparation	Please provide the details of current codification structure & logic used for masters in the existing system	No codification defined currently, bidder to work with NFL and RFCL to define the codification
354	At different places	SCOPE	NIT	Used the words "Not limited to"	Please remove the words "Not limited to" and provide the detailed list. In case of additional requirements the same can be handled using CR.	NIT Clause shall prevail
355	NA	General	General	General : On Instance provided Development,Testing,Production by Customer	How many instance/servers will be provided to implementation/Supports team like development,Testing/UAT,Production instances? Please confirm on instances	SI to study and advise on actual requirements
356	Page No. 200	Clause 2.18 General - Section IV: General Conditions of Contract (GCC) Clause 3: Section V - Special Conditions of Contract	<p>Integrity Pact.</p> <p>Bidders will sign the Integrity Pact with NFL &amp; RFCL separately as per enclosed format which is an integral part of the tender documents, falling which the bidder will stand disqualified from the tendering process and the bid of the bidder is rejected. Details regarding the name &amp; e-mails address of IEMs for NFL are as under:</p> <p><input type="checkbox"/> Sh. Pramod Deepak Sudhakar sudhakarpd2@gmail.com</p> <p><input type="checkbox"/> Sh. Ajai Kumar ajai.kumar3@gmail.com</p> <p>The name &amp; e-mails address of IEMs for RFCL are as under:</p> <p><input type="checkbox"/> Sh. Rakesh Chopra chopra.rakesh@gmail.com</p> <p><input type="checkbox"/> Sh. Chandra Prakash chandraprakash@gargs.com</p> <p>Kindly upload duly signed copy of Integrity pact along with other documents.</p>	Integrity Pact	<p>Bidder submits that • Section 2, sub section (d) to Integrity Pact - What would be the meaning of Foreign principals here. If they are referring to Bidder's parent company?</p> <p>Regarding Section 5 of Integrity Pact, Bidder submits that "We are involved in a number of judicial and arbitration proceedings concerning matters arising in the ordinary course of our business. We and/or our personnel also from time to time are involved in investigations by various regulatory or legal authorities concerning matters arising in the course of our business around the world. We do not expect that any of these matters, individually or in the aggregate, will have a material impact on the results of our operations or on our financial condition. For privilege and confidentiality reasons, it is Accenture's practice not to comment on the existence or nature of any investigatory proceedings, internal investigations or regulatory agency inspections, other than to the extent such matters are disclosed publicly." Hence please delete Section 5</p>	NIT Clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
357	Page No. 202, 209	Clause 3.6 General – Section IV: General Conditions of Contract (GCC)	INTELLECTUAL PROPERTY RIGHTS The title, rights and Intellectual Property Rights (IPR) for all the deliverables, source code specific to NFL & RFCL solution, Configurations, etc. delivered by the system integrator as a part COTS ERP Implementation will be the sole property of the company.	Documents Prepared by the System integrator to be the Property of the Company Intellectual Property	Bidder requests for deletion of this language. Bidder proposes the following language governing intellectual property: " Upon full and final payment, client shall have a perpetual, nontransferable, non-exclusive paid-up right and license for purposes of its internal business to use, copy, modify and prepare derivative works of the Deliverables developed in the course of the Services hereunder, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to client. All other rights in the Deliverables and related intellectual property rights shall be the sole and exclusive property of Bidder and/or are hereby assigned to Bidder. Subject to obligations of confidentiality, each party shall be free to use the concepts, techniques and know-how used and developed on the Project. In any event, Bidder shall continue to be free to perform similar services and develop Deliverables that may be similar or which may be competitive with those produced hereunder for itself or its other clients using its general knowledge, skills and experience that are acquired or used in the course of providing the Services".	NIT Clause shall prevail
358	Page No. 203	Claus 3.9 General – Section IV: General Conditions of Contract (GCC)	Defect Liability 3.9.1. The system integrator shall warrant that the offered COTS ERP solution or any part thereof shall be free from defects in the design, architecture, and development and testing of the COTS ERP solutions supplied and of the work executed. 3.9.2. The Defect Liability Period shall be Twelve (12) months from the date of implementation. If during the Defect Liability Period any defect be found in the design, architecture, development and testing of the COTS ERP solutions supplied and of the work executed by the system integrator, the system integrator shall promptly, in consultation and agreement with the company and at the cost of the system integrator, repair, replace or otherwise make good such defect as well as any damage to the company caused by such defect. 3.9.3. If the repair, replacement or making good is of such a character that it may affect the efficiency of the Solution or any part thereof, the company may give to the system integrator a notice requiring that tests of the defective part of the Solution shall be made by the system integrator immediately upon completion of such remedial work, whereupon the system integrator shall carry out such tests. If such an element fails the tests, the system integrator shall carry out further repair, replacement or making good (as the case may be) until that part of the Solution passes such tests. The tests shall be agreed upon by the company and the system integrator. If the system integrator does not commence the rectification either by repair or replacement of such defects within 7 (seven) working days from the date of notice by the company or does not complete the rectification with due diligence and within a reasonable time, the company may, at its option, rectify the defects at the system integrator's expense. The company shall, in such case, deduct from payment due to the system integrator the expenses incurred by the company for remedy of such defects without prejudice to the other rights of the company under the Contract. 3.9.4. If the solution or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the offered COTS ERP solution or such part, as the case may be, shall be extended by a period equal to the period during which the Solution or such part cannot be used by the company <del>to the period during which the Solution or such part cannot be used by the company</del>	Defect Liability	Bidder requests for deletion of the clause in entirety and proposes the following clause: Bidder warrants that its Services will be performed in a good and workmanlike manner. Bidder agrees to re-perform Services or cure Deliverables not in compliance with this warranty brought to its attention within a reasonable time, which in any case shall not be more than thirty (30 days) after those Services are performed.  The preceding is Bidder 's only express warranty concerning the services and any deliverables and are made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of fitness for a particular purpose, merchantability, informational content, systems integration, non-infringement, interference with enjoyment or otherwise.	NIT Clause shall prevail
359	Page No. 204	Clause 3.11 General – Section IV: General Conditions of Contract (GCC)	Except in cases of criminal act, negligence or willful misconduct, a. the system integrator shall not be liable to the company, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs and b. the aggregate liability of the system integrator to the company, whether under the contract, in tort or otherwise including the cost of repairing the implemented solution, shall not exceed the 100 % (hundred) of the contract price provided that this limitation shall not apply to any obligation of the system integrator to indemnify the company with respect to copyright, patent infringement, workman compensation.	Liability	Please delete point (b) from liability clause. Proposed language below:  The aggregate liability of Bidder to the NFL & RFCL, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price for Supplier's scope of Services only.	NIT Clause shall prevail
360	Page No. 198	Clause 2.9 General – Section IV: General Conditions of Contract (GCC)	Consequences of Termination If NFL & RFCL terminates the contract for reasons detailed above or for any other reasons whatsoever: a) NFL & RFCL shall reserve the right to get work completed at the risk and cost of the bidder and to recover from the bidder any amount by which the cost of completing the work by any other agency shall exceed the value of the contract plus 25% as administrative charges without prejudice to any other remedies/rights/claims etc. that may be available to NFL & RFCL. b) Performance Guarantee Bond/Security in any form submitted by the bidder shall stand forfeited with applicable GST thereon which shall be recovered from the contractor. c) The bidder shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits. d) All the dues payable to the bidder for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by NFL & RFCL as a consequence of termination of the contract. e) Apart from above, NFL/RFCL reserves the right to delist/blacklist the contractor. This is without prejudice to other legal rights of NFL and RFCL.	Consequences of Termination	Bidder requests for deletion of this provision in entirety.	NIT Clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
361	Page No. 198, 209	Clause 2.11 General – Section IV: General Conditions of Contract (GCC)	<p>Suspension of Scope of Work</p> <p>2.11.1. Company reserves the right to suspend and reinstate any part of the works without invalidating the provisions of the contract. Orders for suspension or reinstatement of the works will be issued by the company to the system integrator in writing. The time of completion shall then be extended by a period to be mutually discussed and agreed.</p> <p>2.11.2. Any necessary and demonstrable costs incurred by the system integrator as a result of such suspension of the works will be paid by the company, provided such costs are substantiated to the satisfaction of the company. Company shall not be responsible for any liabilities if suspension or delay is due to some default on part of the system integrator.</p> <p>2.11.3. If the COTS ERP implementation activity is subsequently revived by the company at any time during the pendency of the contract, the system integrator shall resume the work within 30 days from the date of such intimation at the same rate, terms &amp; conditions of the contract. Accordingly, the validity of the relevant Bank Guarantee should be extended by the system integrator. However, if this calls for system integrator's work beyond the original period of completion, the escalation @ (5)% per year of the fee for the balance works to be executed during the extended period of the contract shall be payable as given below:</p> <p>a) 1st year – 100 + (5)%  b) 2nd year – 100 + 2 X (5)%  c) 3rd year – 100 + 3 X (5)% and so on.</p>	Suspension of Scope of Work	Bidder submits that in case services are suspended, Bidder shall be duly paid with its due fees for the amount of work completed till the date of suspension orders are received to bidder. Further such suspension order shall have a reasonable explanation about the reason behind such suspension.	NIT Clause shall prevail
362	Page No. 199 , 201 & 203	Clause 2.16 3.4 & 3.10 General – Section IV: General Conditions of Contract (GCC)	<p>Indemnity</p> <p>The system integrator shall indemnify NFL &amp; RFCL and keep indemnified for any loss or damage, cost or consequences that NFL may sustain, suffer or incur on account of violation of patent, trademarks, etc. by the bidder. The system integrator shall always remain liable to NFL &amp; RFCL for any Losses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) suffered by NFL &amp; RFCL due to any technical error or negligence or fault on the part of the bidder, and the bidder also shall indemnify NFL &amp; RFCL for the same. The total liability of the selected bidder under this clause and contract shall not exceed the total contract value.</p>	Indemnity	We agree in principle on the indemnification requirement, but it would in the interest of both the parties to be specific on the language in order to avoid any unambiguous or broad indemnities. Please remove the existing broad indemnity language and we suggest the following similar language as below:	NIT Clause shall prevail
363	Page No. 196	Clause 2.2 General – Section IV: General Conditions of Contract (GCC)	<p>Effective Date of Contract</p> <p>The effective date of contract shall be the award date of work order.</p>	The effective date of contract shall be the award date of work	Bidder submits that effective date shall be the date of final contract agreed between the parties.	NIT Clause shall prevail
364	Page No. 197	Clause 2.7 General – Section IV: General Conditions of Contract (GCC)	<p>Extension of Timelines</p> <p>If the system integrator requires any extension of time for completing the work under the CONTRACT, bidder must apply to NFL &amp; RFCL within seven days from the date of the occurrence of the event, on account of which he desires such extensions and NFL &amp; RFCL may, if it thinks such request reasonable, grant such extension of time as he may think necessary.</p> <p>The time(s) for completion as specified in this NIT may be considered for extension by NFL &amp; RFCL, if the system integrator has delayed or impeded in the performance of any of its obligations under the contract by reason of any of the following:</p> <p>a. Any change in the offered COTS ERP solution.  b. Any occurrence of Force Majeure.</p>	The time(s) for completion as specified in this NIT may be considered for extension by NFL & RFCL, if the system integrator has delayed or impeded in the performance of any of its obligations under the contract by reason of any of the following: <p>a. Any change in the offered COTS ERP solution.  b. Any occurrence of Force Majeure.</p>	Bidder requests for deletion of this language as there can be multiple circumstantial reasons for delay. Bidder submits that parties shall mutually decide on timelines extension once such delay is caused.	NIT Clause shall prevail
365	Page No. 197, 198 & 208	Clause 2.8, 2.10 & 7.10 General – Section IV: General Conditions of Contract (GCC)	<p>Termination</p> <p>The contract is liable to be terminated/fore-closed if the contractor:</p> <ol style="list-style-type: none"> <li>1) becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets</li> <li>2) makes an arrangement with or assignments in favor of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or</li> <li>3) abandons the work; or</li> <li>4) persistently disregards the instructions of NFL &amp; RFCL; or</li> <li>5) fails to adhere to the agreed schedule of work; or</li> <li>6) assigns or sublets the work in whole or in part thereof without prior written consent of NFL &amp; RFCL; or</li> <li>7) defaults in the performance of the contract; or</li> <li>8) at any time contractor makes default in proceeding with the work/job under the contract with due diligence and continue to do so after a notice issued by NFL &amp; RFCL; or</li> <li>9) if the contractor obtains the contract with NFL &amp; RFCL as a result of ring tendering, or with illegal measures;</li> <li>10) Information submitted by the contractor is found to be incorrect.</li> </ol>	Termination	Bidder has no termination right under this clause. Request to remove this clause. We submit a simpler and more effective clause:	NIT Clause shall prevail
366	Page Number - 193	Clause 1.6 (xi) – Section IV: General Conditions of Contract (GCC)	<p>Commencement of Services:</p> <p>The system integrator shall begin carrying out the services not later than seven working days after the effective date of the contract.</p>	The system integrator shall begin carrying out the services not later than seven working days after the effective date of the contract	Bidder submits that commencement date for services shall be decided mutually between the parties at the final contracting stage.  NFL & RFCL to confirm.	NIT Clause shall prevail
367	Page Number 193	Clause 1.8 – Section IV: General Conditions of Contract (GCC)	<p>1.8 Location</p> <p>The Services shall be performed at all NFL &amp; RFCL plants/sites/offices as are specified in in this NIT, where the location of a particular task is not so specified, at such locations, whether in the country or elsewhere, as the company may approve.</p>	The Services shall be performed at all NFL & RFCL plants/sites/offices as are specified in in this NIT, where the location of a particular task is not so specified, at such locations, whether in the country or elsewhere, as the company may approve.	NFL & RFCL to provide list of all the locations (within country and outside country, if any) which are not specified in this RFP for ERP implementation.	Please refer the Section III - Geographical Scope for locations in scope
368	Page Number 194	Clause 2.1 (a): General – Section IV: General Conditions of Contract (GCC)	<p>Award of Contract: The terms and conditions as embodied in the contract shall be final and shall supersede any other terms and conditions that might have been indicated in the tender submitted by the Bidders. The terms &amp; conditions given in the tender documents shall also form part of Work Order.</p>	Award of Contract: The terms and conditions as embodied in the contract shall be final and shall supersede any other terms and conditions that might have been indicated in the tender submitted by the Bidders. The terms & conditions given in the tender documents shall also form part of Work Order.	We submit that Bidder may be bound to put forward certain deviations and assumptions. We can reach to a mutually acceptable position during the contracting phase. Please confirm our understanding?	NIT Clause shall prevail
369	Page Number 194	Clause 2.1 (b): General – Section IV: General Conditions of Contract (GCC)	<p>Cancellation of the contract: NFL &amp; RFCL reserves the right to cancel the contract, if services are found to be unsatisfactory without giving any explanation on this account.</p>	Cancellation of the contract: NFL & RFCL reserves the right to cancel the contract, if services are found to be unsatisfactory without giving any explanation on this account.	Bidder submits that bidder will be paid with early termination fees including other incurred costs, in case of cancellation of contract by NFL & RFCL. NFL & RFCL to confirm.	NIT Clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
370	Page Number 194	Clause 2.1 (c) & (e); General – Section IV: General Conditions of Contract (GCC)	<p>Clear understanding: When a Bidder submits his tender in response to these tender documents, he will be deemed to have understood fully about requirements terms and conditions. No claim from bidder shall be entertained whatsoever on the plea that the bidder did not have a clear idea on any particular point and or a clause of the tender.</p>	<p>Clear understanding: When a Bidder submits his tender in response to these tender documents, he will be deemed to have understood fully about requirements terms and conditions. No claim from bidder shall be entertained whatsoever on the plea that the bidder did not have a clear idea on any particular point and or a clause of the tender.</p>	<p>Our bid is based upon the information provided in the RFP, if at a later stage it is found that the information was not correct and the same impacts the commercials, the Bidder shall have the right to make the necessary changes and submit the revised price. It is further clarified that the Bidder has relied on the information shared under the RFP and data shared thereafter for creating deliverables or performing of services by Bidder, accordingly Bidder will be not liable for deliverables if they don't yield expected results, when put into use. Bidder will not be able independently validate any information provided to it by NFL and RFCL, its agents or third parties and shall be entitled to rely upon such information. NFL and RFCL to confirm the understanding.</p>	NIT Clause shall prevail
371	Page Number 194 & 202	Clause 2.1 & 3.17 : General – Section IV: General Conditions of Contract (GCC)	<p>General</p> <p><input type="checkbox"/> If an agent submits a bid on behalf of the Principal/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.</p> <p><input type="checkbox"/> Electricity will be provided free of cost as per requirement of the job in the premises of NFL and RFCL.</p> <p><input type="checkbox"/> During the course of execution of the contract, if the bidder has to travel to units, suitable accommodation may be provided for the Bidder or his authorized representatives on chargeable basis if available as per company rule. However this facility will not be extended when the visitor visit the Corporate Office &amp; Zonal Offices since NFL &amp; RFCL do not have its own Boarding &amp; Lodging Facility.</p> <p><input type="checkbox"/> The work of the bidder is subject to inspection by the core team and the Bidder has to carry out the work to the entire satisfaction of the core team.</p> <p><input type="checkbox"/> If the bidder has put in extra working hours, in order to meet the time schedules, no extra claim/ overtime will be payable on this account. The normal working hours at corporate office are 9:45 am to 5:30 pm and 5 days a week, at Units the working hours are 8:00 am to 5:00 pm and 6 days a week.</p>	<p>The work of the bidder is subject to inspection by the core team and the Bidder has to carry out the work to the entire satisfaction of the core team.</p>	<p>Request you to please use the following clause in place of the existing Clause:</p>	NIT Clause shall prevail
372	Page Number 195	Clause 2.1 (f): General – Section IV: General Conditions of Contract (GCC)	<p>Project/Engineer-in-charge: The Project/Engineer-in-charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work which directs the application of forces to any portion of the work as, in his judgment, is required and order force increased or diminished and to decide disputes, which arise in the execution of the work. The Project/Engineer-in-charge reserves the right to suspend the work of the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the system integrator may appeal to the Engineer-in-charge whose decision shall be final and binding.</p>	<p>Project/Engineer-in-charge</p>	<p>Bidder submits that in case services are suspended by Project/Engineer Incharge, Bidder shall be duly paid with its due fees for the amount of work completed till the date of suspension orders are received to bidder. Further such suspension order shall have a reasonable explanation about the reason behind such suspension.</p> <p>Bidder further submits that if a suspension of work is continued for more than 30 days from the date of receipt of suspension order, bidder shall have right to terminate the contract and shall be paid with early termination fees including demobilization costs if any.</p> <p>Further Bidder submits that Acceptance criteria shall be decided mutually between the parties. The parties shall as part of the acceptance procedures develop the Acceptance Criteria that shall apply in relation to each Deliverable subject to client's sign-off. Each Acceptance Criterion shall be defined for each deliverable, it shall be a clear, objective and unambiguous statement against which fulfilment (with supporting evidence) of an applicable functional or non-functional requirement can be determined through using an Acceptance method. Further, All Services and Deliverables submitted to for approval shall be deemed accepted if, within fifteen (15) days after delivery, client has not provided Accenture written notice specifically identifying any basis for not approving the Services or Deliverables ("Deemed Acceptance"). In the event of deemed acceptance, client will bear all related risks which may include without limitation business disruption, degraded service and additional costs.</p>	NIT Clause shall prevail
373	Page Number 195, 201, 207 & 208	Clause 2.1 (i) & (j), 3.2 & 7.4 : General – Section IV: General Conditions of Contract (GCC)	<p>Secrecy: Any information delivered or otherwise communicated by NFL &amp; RFCL to the bidder in connection with the contract shall be regarded as secret and confidential and shall not, without the written consent of NFL &amp; RFCL, be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.</p> <p>The Contractor must be registered with PF authorities and have their own PF code number under the Employees Provident Fund and Misc. Provisions Act, 1952. In case of non-compliance with any of the conditions/or provisions contained in E.P.F. and Misc. Provision Act 1952 as amended from time to time. NFL &amp; RFCL reserves the right to provisionally retain 25 % of the contractor's payment towards employee and employer's contribution.</p>	<p>Secrecy</p>	<p>Bidder requests to make the secrecy provision or any obligation related to confidentiality in RFP document mutual.</p>	NIT Clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
374	Page Number. 191	Clause 1.5 – Section IV: General Conditions of Contract (GCC)	Scope of Work	Scope of Work	<p>Bidder will perform services in accordance with the agreed scope between parties. If there is any change in scope Bidder submits that the bid response including commercials will undergo changes pursuant to the said Amendments / Corrigendum / Addendum through the Change Control Process.</p> <p>Further, Bidder submits that Please note that Bidder has alliance relationships with third party product and services vendors. As part of many such relationships, Bidder is able to resell certain products and services and/or may receive compensation from vendors in the form of fees or other benefits in connection with the marketing, technical and other assistance provided by Bidder. Notwithstanding anything contained in the RFP, the following terms will apply with respect to the Third Party Products/hardware/software/solution and/or Services ("Third Party Products and Services"):</p> <p>Bidder will supply the Third Party Products under third party vendor's terms. Any liability, responsibility and warranty related to such Third Party Products and Services shall lie solely with third party vendor. Bidder's separate standard Re-Sale Agreement will govern client's purchase from Bidder of Third Party Products and Services. With respect to any defect or functionality issues in such Third Party Products, Bidder's sole responsibility and liability would be to track and report the issues to the relevant vendor, to facilitate workarounds and resolution by the relevant vendor and upon availability of a solution from the relevant vendor, to assist the vendor to apply that solution. Bidder will take on responsibility only for services originating from Bidder (this includes Bidder's subcontractors) and not third-party products and services. All hardware and software information and information for services relating thereto including but not limited to pricing, performance and sizing information detailed in Bidder's materials, are provided to Bidder by such third-party vendors on a reasonable efforts basis only. Such information will need to be verified with the third-party vendors directly and Bidder does not commit to the accuracy of such information and will not be liable for any inaccuracy. In case of any delay or non-performance of the system/solution due to the third party component</p>	NIT Clause shall prevail
375	Whole FRS	General	NA		Request you to please provide the FRS Document in a Tabular form in PDF or Provide an Excel Document. This will facilitate the Compliance filling	FRS is already available on tenderwizard website mention in NIT. The same can be accessed after registrarion. Please refer NIT for more clarification.
376	Whole FRS	2019020710433 4_Volume II	NA		Request you to please provide the FRS Document in a Tabular form in PDF or Provide an Excel Document. This will facilitate the Compliance filling	FRS is already available on tenderwizard website mention in NIT. The same can be accessed after registrarion. Please refer NIT for more clarification.
377	Whole FRS	2019020710433 4_Volume II	NA		Request you to please provide the FRS Document in a Tabular form in PDF or Provide an Excel Document. This will facilitate the Compliance filling	FRS is already available on tenderwizard website mention in NIT. The same can be accessed after registrarion. Please refer NIT for more clarification.
378	Whole FRS	2019020710433 4_Volume II	NA		Request you to please provide the FRS Document in a Tabular form in PDF or Provide an Excel Document. This will facilitate the Compliance filling	FRS is already available on tenderwizard website mention in NIT. The same can be accessed after registrarion. Please refer NIT for more clarification.
379		Clause 17, M	No deviation in the terms and conditions of the tender document is acceptable. Submission of the bid in the e-tender by any bidder confirms his acceptance of terms & conditions of the tender.	No Deviation shall be allowed.....	We request you to kindly allow to submit the deviations along with the bid.	NIT Clause shall prevail
380		Page 20, Loading Parameters	Make Good Of Any Losses / Damages It is understood by the contractor that in the event of any losses / damages caused to NFL & RFCL due to the reasons whatsoever within his control and the same losses / damages are approved by NFL/RFCL, the system integrator has to make good all the consequential damages / losses to NFL & RFCL without any protest and demur. The damages / losses shall be apart from other claims / damages to which NFL & RFCL is entitled under the contract or in the course of law.	Loading Parameters, Any goods Losses & damages	There is unlimited Liability by virtue of Losses & Damages. Request you to delete this clause.	NIT Clause shall prevail
381		Page 20, Loading Parameters	Indemnity The system integrator shall indemnify NFL & RFCL and keep indemnified for any loss or damage, cost or consequences that NFL & RFCL may sustain, suffer or incur on account of violation of patent, trademarks and any other laws etc. by the bidder. The system integrator shall always remain liable to NFL & RFCL for any losses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) suffered by NFL & RFCL due to any technical error or negligence or fault on the part of the bidder, and the bidder also shall indemnify NFL & RFCL for the same. The total liability of the selected bidder under this clause and contract shall not exceed the total contract value for respective company (NFL/RFCL).	Loading Parameters, Indemnity	This has laid to the unlimited Indemnity to the partner. We would request you to delete this clause.	NIT Clause shall prevail
382		Page 22	Key Information	Supply of Licenses	There is a ask to provide the User licenses on user based. However, some licenses are required as Core based or platform to build the solution. There are no payment terms to pay for those licenses	NIT clause shall prevail
383		Page 22	Key Information	Implementation for NFL	There is mentioned about 2 years application support but all the 3 <sup>rd</sup> party items for 6 years. We would request that the contract duration cannot be 6 years only for the IAAS & Licenses ATS. Kindly have a standard or same timeline of the contract.	NIT Clause shall prevail
384		Page 60 Pre-qualification	The bidder should have successfully completed same or similar (proposed COTS ERP implementation including IT infrastructure) works with current or earlier version of proposed COTS ERP product in India during last 7 years ending last day of the previous month, in which NIT has been issued., should be either of the following: a) One similar* completed work of not less than 1450 user licenses OR b) Two similar* completed works of not less than 900 user Licenses each. OR c) Three similar* completed works of not less than 550 user Licenses each.	Inclusion of Infrastructure	We request you to kindly remove the Infrastructure Inclusion as most of the ERP projects in government are without hardware.	NIT Clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
385		Page 82	Deviations/ Exclusions The bidder must read the NIT carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the Form (Volume III – Form# 5), which shall be examined by NFL & RFCL. If the deviation statement in Form submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the bidder, for any change, shall be accepted by NFL & RFCL at a later stage. Bidders are required to furnish such undertaking as per format provided in the "Self-Certificate for NIL Deviation" in Volume III – Form# 5, indicating their compliance to the provisions of the above clauses. If there is any other deviation, it is to be clearly mentioned in the "Deviation Sheet" to be submitted with response.	Deviation	NIL Deviation. Request you to allow the partners to give the deviations at the time of bidding.	NIT Clause shall prevail
386		Clause 10 & at various place	An EMD of Rs. 50,00,000 (INR Fifty Lakhs) shall be submitted online through NEFT/RTGS or in the form of crossed Bank Draft (DD) /Pay Orders (PO)/ Banker's Cheque (BC) of Nationalized/ Scheduled Bank excluding Grameen/Co-operative banks payable at Delhi drawn in favor of National Fertilizers Limited OR by Bank Guarantee (BG) as per NFL's prescribed format.	Bank Guarantee Schedule bank	Kindly confirm whether Bank Guarantee from Bank of America is acceptable	Please refer clause 10. Earnest Money Deposit (EMD) for clarification.
387		Page 22	Key Information	Delivery of licenses	Staggered supply of ERP licenses has been asked in the RFP which is not acceptable. Delivery will happen immediately after signing of contract. This is as per the OEM Policy	NIT clause shall prevail
388		Payment terms	Payment terms	Payment terms for Implementation	We request you to amend the payment terms for implementation.	NIT Clause shall prevail
389		For ERP Licenses, Third Party software or material NFL need to sign the standard Resale agreement and End user licenses agreement and End user maintenance agreement.		All terms and conditions corresponding to the hardware, software or 3 <sup>rd</sup> party material (such as delivery, inspection, audit, performance, SLA, penalties, warranties, liabilities etc.) in the RFP shall not apply to Accenture and shall be dealt under the relevant documentation (EULA, Licensing term) between the OEM and NFL. For the purpose of clarity, Accenture shall have no liability (including SLA, solution uptime, resolution time for 3 <sup>rd</sup> party materials etc.) arising out of failure of any 3 <sup>rd</sup> party material (including hardware/software). Accenture liability under this RFP shall be limited to 100% of fee for Accenture's scope of work		No clarification sought on the clause, so no action required.
390		New Clause	NA	Back to back order from OEM, Upgrade order and the projects done in subsidiary or associate companies should not be considered.		No clarification sought on the clause, so no action required.
391		Project Implementation & Experience. Page No 94	Project Implementation & Experience.	Same credentials should not be considered for S.,no 1,2,3 . Separate credentials shall be required.		No clarification sought on the clause, so no action required.
392		General	NA	Licenses	SAP recommends that NFL buys licenses in single offtake for better cost.	NIT clause shall prevail
393	204	3.11	3.11. Limitation of Liability Except in cases of criminal act, negligence or willful misconduct, a. the system integrator shall not be liable to the company, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs and b. the aggregate liability of the system integrator to the company, whether under the contract, in tort or otherwise including the cost of repairing the implemented solution, shall not exceed the 100 % (hundred) of the contract price provided that this limitation shall not apply to any obligation of the system integrator to indemnify the company with respect to copyright, patent infringement, workman compensation.	Limitation of liability Except in cases of criminal act, negligence or willful misconduct, a. the system integrator shall not be liable to the company, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs and b. the aggregate liability of the system integrator to the company, whether under the contract, in tort or otherwise including the cost of repairing the implemented solution, shall not exceed the 100 % (hundred) of the contract price provided that this limitation shall not apply to any obligation of the system integrator to indemnify the company with respect to copyright, patent infringement, workman compensation.	Except in cases of criminal act, <b>gross</b> negligence or willful misconduct, a. the system integrator shall not be liable to the company, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs and b. the aggregate liability of the system integrator to the company, whether under the contract, in tort or otherwise including the cost of repairing the implemented solution, shall not exceed <b>the fees (excluding reimbursements) received by it under this contract during the six months preceding the date of first claim or ACV.</b>  <b>The word 'gross' needs to be supplanted before negligence.</b>	NIT Clause shall prevail
394	22	FORM # 6 Bid Submission Form, Volume - III	Except in cases of criminal act, negligence or willful misconduct,	We agree to abide by this bid, which, consists of this letter, the Bid Security (EMD), letter of authorization, CVs of the team members to be deployed on this Contract and other enclosures to this Bid Form [bidder has to give complete list of enclosures of its bid]. This bid shall be valid for a period of One hundred & Eighty (180) Days from tender opening date as stipulated in the Bidding/NIT Documents and it shall remain binding upon us and may be accepted by NFL & RFCL at any time before the expiry of that period. The Bid Security shall be valid for a period as stipulated in the NIT documents.	We agree to abide by this bid, which, consists of this letter, the Bid Security (EMD), letter of authorization, CVs of the team members to be deployed on this Contract and other enclosures to this Bid Form [bidder has to give complete list of enclosures of its bid]. This bid shall be valid for a period of <b>Thirty days (30)</b> Days from tender opening date as stipulated in the Bidding/NIT Documents and it shall remain binding upon us and may be accepted by NFL & RFCL at any time before the expiry of that period. The Bid Security shall be valid for a period as stipulated in the NIT documents.	NIT Clause shall prevail
395		General	a. the system integrator shall not be liable to the company, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs and	Savings Clause	Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected , delayed or causes non-performance due to NFL/RFCL's omissions or actions whatsoever.	Not agreed to
396		General	b. the aggregate liability of the system integrator to the company, whether under the contract, in tort or otherwise including the cost of repairing the implemented solution, shall not exceed the 100 % (hundred) of the contract price provided that this limitation shall not apply to any obligation of the system integrator to indemnify the company with respect to copyright, patent infringement, workman compensation.	Deemed Acceptance	Services and/or deliverables shall be deemed to be fully and finally accepted by NFL/RFCL in the event when NFL/RFCL has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when NFL/RFCL uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Client.	Not agreed to
397		General	NA	Transfer of risk and title	Bidder assumes that the title of ownership and risk of the goods supplied under this Contract is passed onto NFL/RFCL on delivery of the material at the NFL/RFCL location.	Not agreed to
398		General	NA	Intellectual Protection	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the NFL/RFCL.	Not agreed to

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
399		General	NA	Bidders right to terminate	The bidder shall have the right to terminate the contract in the event any undisputed amount remains unpaid for a period exceeding 15 days.	Not agreed to
400		General	NA	Non-hire	During the term of this Agreement and for a period of one year thereafter NFL/RFCL shall not, directly or indirectly, hire or solicit for hire, any of the personnel engaged by Bidder, without the prior written consent thereof from Bidder. Thus, the NFL/RFCL agrees to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to Bidder at law or in equity	Not agreed to
401		General	NA	General query	Which of the following support model would customer prefer for this support contract - 1. Dedicated Offshore Support (Dedicated resources supporting Offshore) 2. Shared Offshore Support (Shared Offshore resources will handle multiple projects ) 3. Onsite Support (Dedicated onsite resources) 4. Hybrid Model (Shared offshore support and onsite consultant for critical skills)	Hybrid (Minimum Professionals requirement for Onsite have been mentioned, rest can be handled offshore).
402		General	NA	General query	For onsite support, entire team will be from a single location, namely corporate office. Pls confirm ?	Hybrid( Minimum Professionals requirement for Onsite have been mentioned, rest can be handled offshore). Location mentioned under Geographical scope
403		General	NA	General query	If onsite support location is more than one location please share the list of locations for onsite support ?	Hybrid( Minimum Professionals requirement for Onsite have been mentioned, rest can be handled offshore). Location mentioned under Geographical scope
404		General	NA	General query	Technical support (L2 and L3) is required for Monday to Friday, General Shift i.e. 9am to 6 pm. On call support will be facilitated for Critical issues (only) outside business hours. Is it acceptable ? Please confirm	for critical activities such as production , dispatch, marketing and Finance, 24x7 support will be required. For rest can done through on call support
405		General	NA	General query	Support will be in English language. Please confirm.	Support required will be English and Hindi
406		General	NA	General query	What is the Required Support Level ?Do we need to provide all L1, L2 & L3 support ?	Support will be required for all level.
407	149	Functional Scope	The offered COTS ERP solution shall be designed for access across various device formats including but not limited to hand held devices, mobile devices, laptops, desktops, tablets and PDA devices. The solution should be available for relevant stakeholders through browser based environments as well.	The offered COTS ERP solution shall be designed for access across various device formats including but not limited to hand held devices, mobile devices, laptops, desktops, tablets and PDA devices. The solution should be available for relevant stakeholders through browser based environments as well.	Please provide detailed list of Devices.	SI to study and advise on additional requirements
408		General Query	NA	Storage/Backup and Archival Requirement	Please let us know the backup policy and archival policy for both NFL and RFCL seperately	Bidder needs to propose the same
409		General Query	NA	CPUs, RAM, storage utilization Details	Please help in sharing CPU, RAM, Storage utilization of each individual application location wise	As no intergration with existing applications are required so such details will not be relevant
410	143	1.7.4. AMC Support:	AMC Support: In addition to clause above, the system integrator is required to provide post implementation (AMC) technical & functional support services which include the rectification of all the latent or identified defects, bugs and improvements for two (2) years from the end of implementation at a price to be quoted separately for this work in the Price Bid. The support team of minimum 10 members should be based full time (8.00 AM to 5.30 PM for 7 days a week) at NFL (5) & RFCL (5) to facilitate timely resolution of issues. All the enhancements, patches, latest version upgrades, service packs etc. (as applicable) are to be installed within 3 months of release of a stable version in consultation with the company. Each upgrade should be accompanied by a detailed document containing the step by step procedure for effecting the changes to the system by following an established change management process.	The support team of minimum 10 members should be based full time (8.00 AM to 5.30 PM for 7 days a week) at NFL (5) & RFCL (5) to facilitate timely resolution of issues.  Helpdesk shall be available on a 24x7 basis for all the users of Corporate Office, all units and its department with At least 5 Resources to be deployed onsite in general shift (8.00 AM to 5.30 PM, 7 days a week) at NFL and RFCL corporate offices each.	For SI team to support the solution (apart from onsite team) rest of the support team can work from wipro location - Please confirm, and the required connectivity will be provided for the support team as well ?	Connectivity to be arranged by bidder for offshore resources
411		General	NA		Should bidder propose WAN infrastructure i.e. routers etc. at each plant/zone offices for CSP integration and SW-WAN Solution	Bidder needs to propose complete solution as per scope of work mentioned in NIT
412		General	NA	General	Will the NFL and the RFCL be connected to each other through MPLS? Pls clarify as to who will provide MPLS for the same?	No MPLS connectivity between NFL and RFCL will be required
413		New Clause in the contract	NA		As per government rules, the re-sell of bandwidth is not allowed, hence this component of the payment shall be directly paid by the NFL & RFCL to Bandwidth Service Provider. A tripartite agreement to be signed by the parties involved after award of contract to the SI.	Please refer NIT for clarification
414		General	NA	General	Do you also need recording solution for the calls received ? If so then please provide the required retention period for these recordings.	No such setup is required
415		General	NA	General	Do you need High Availability for the solution at DC?	Please refer SLA for the same
416		General	NA	General	Do you need High Availability for the solution at DR?	Please refer SLA for the same
417		New Clause to be Added	NA		SLA penalty should be capped. We request NFL to cap the SLA penalty also.	NIT clause shall prevail
418	118	1.50 Payment Terms	Payment Terms	Licenses	SAP recommends that NFL buys licenses in single offtake for better cost.	NIT clause shall prevail
419	93	Techno-Commercial Evaluation Methodology	Evaluation Methodology		We request NFL to consider and accept the above changes and do necessary amendment in <b>marking system</b> where ever applicable.	No adequate information available in the query
420	67	Point No. 6	Technical upgrades & roll out projects shall not be considered as implementation.		Since tender has clearly specified Technical upgrades & roll out projects shall not be considered as implementation. In such case we assume credential wheher bidder has taken back to back implementation assignment from OEM of ERP product will be admitted for qualification and evaluation	NIT clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
421	67	1.4 Pre-Qualification Requirement	Credentials of a parent company of bidders/OEM/CSP would not be considered.	Credentials of a parent company of bidders/OEM/CSP would not be considered.		No adequate information available in the query
422		General	NA		It is further clarified that any Bidder owned software, application, platform or cloud provisioning shall be provided to the Client for Client use or access as per Bidder licensing terms only, which shall be executed separately with the Client. Bidder will use commercially viable efforts to prevent data loss. Cloud Service Requirements in this section and all sections of the RFP document will be agreed between the Parties. Cloud will be provided on resale basis as mentioned above.  NFL & RFCL to confirm.	Software, application, platform or cloud provisioning specific to the project as per contract agreements.
423	202	3.7. Accounting, Inspection and Auditing	Accounting, Inspection and Auditing The system integrator shall permit the company and/or persons appointed by the company to inspect its accounts and records relating to the performance of the contract, and to have such accounts and records audited by auditors appointed by the company if required by the company. The system integrator's attention is drawn that acts intended to materially impede the exercise of NFL & RFCL inspection and audit rights provided constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the system integrator Guidelines). The company will not seek to audit of any confidential information or documents such as internal costing model, profit margins or overhead costs etc. The company will be intimating the system integrator 30 days prior to the execution of audit. Any confidential information relating to the bidder's employees, or minutes of its Internal Board or Board committee meetings including internal audit, or such other information of commercial-in-confidence nature shall be sought only to the extent that the information is relevant to this contract.	Accounting, Inspection and Auditing	The physical copy of records pertaining and maintained by the Bidder relating to this Contract only shall be available to NFL & RFCL for conducting audit during validity of this Contract. NFL & RFCL will provide fourteen (14) days' prior written notice of its intention to conduct such an audit. NFL & RFCL will conduct such audits in a manner that will result in minimal disruption to Bidder's business operations and subject to confidential obligations agreed at that stage. Audits shall be conducted only during normal business hours and working days of Bidder and that too once annually. Audit shall be conducted by NFL & RFCL employees only and such third parties, which are mutually agreed (except for Bidder's competitors), subject to agreeing confidentiality provisions with us and will not involve intrusive testing of Bidder systems or IT environment.	NIT Clause shall prevail
424		General	Accounting, Inspection and Auditing The system integrator shall permit the company and/or persons appointed by the company to inspect its accounts and records relating to the performance of the contract, and to have such accounts and records audited by auditors appointed by the company if required by the company. The system integrator's attention is drawn that acts intended to materially impede the exercise of NFL & RFCL inspection and audit rights provided constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the system integrator Guidelines). The company will not seek to audit of any confidential information or documents such as internal costing model, profit margins or overhead costs etc. The company will be intimating the system integrator 30 days prior to the execution of audit. Any confidential information relating to the bidder's employees, or minutes of its Internal Board or Board committee meetings including internal audit, or such other information of commercial-in-confidence nature shall be sought only to the extent that the information is relevant to this contract.		NFL & RFCL will not be entitled to audit (i) data or information of other customers of Bidder; (ii) any cost information unless such is the basis of a reimbursable expense; (iii) Bidder quality assurance reviews and contract management reports; or (iv) any other Confidential Information of Bidder that is not directly relevant for the authorized purposes of the audit.  Bidder submits that if bidder provides its services for extra hours on requirement of NFL and RFCL, Bidder shall be entitled for overtime fees.	NIT Clause shall prevail
425	194	2. Commencement, Completion, Modification, Termination of contract etc., Point No. e) Issue of Material from NFL & RFCL:	Issue of Material from NFL & RFCL: Any issue of materials from NFL & RFCL (if readily available) not covered in NFL & RFCL obligation will be issued and charged on NFL & RFCL issue rate + 25% + All applicable Taxes. The issue of such material will be sole discretion of NFL & RFCL. The System integrator shall make his own arrangement for transportation of the material to the site of work and to the place of erection etc. at his own cost. For making temporary stores / work sites, NFL & RFCL may indicate an area at its own discretion for putting up of a temporary shed.	e) Issue of Material from NFL & RFCL: Any issue of materials from NFL & RFCL (if readily available) not covered in NFL & RFCL obligation will be issued and charged on NFL & RFCL issue rate + 25% + All applicable Taxes. The issue of such material will be sole discretion of NFL & RFCL. The System integrator shall make his own arrangement for transportation of the material to the site of work and to the place of erection etc. at his own cost. For making temporary stores / work sites, NFL & RFCL may indicate an area at its own discretion for putting up of a temporary shed.		NIT Clause shall prevail
426	201	7.4. Confidential Information, Security and Data	Confidentiality The system integrator shall maintain strict confidentiality of all documents and other technical information supplied to them by the company or prepared by them in respect of the works under this contract and shall not pass on any information to any other agencies/organizations without the written approval of the company. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the company or its nominated agencies, to carry out due diligence in order to transition the provision of the services to the company or its nominated agencies. Before the expiry of the exit management period, the system integrator shall deliver to the company all confidential data, except that the system integrator shall be permitted to retain one copy of such materials for archival purposes only. In case the company notices that the confidential data have been shared by the personnel of the system integrator with any third party, then the company will have the right to take legal action against the system integrator. Before the expiry of the exit management period, unless otherwise provided under this Contract Agreement, the company shall deliver to the system integrator all forms of the system integrator confidential information, which is in the possession or control of the company or its users.	Confidentiality	Bidder understands that no Personally Identifiable Information (PII) will be exchanged.	NIT Clause shall prevail
427	206	7.4. Confidential Information, Security and Data	Confidential Information, Security and Data On the commencement of the exit management period, the system integrator will promptly supply to the company the following: <input type="checkbox"/> Information relating to the current services rendered performance data relating to the performance of any external agencies, if any, in relation to the services; <input type="checkbox"/> Documentation relating to Project's Intellectual Property Rights; <input type="checkbox"/> Project data and confidential information; <input type="checkbox"/> All current and updated project data as is reasonably required for purposes of Project;	Confidential Information, Security and Data	Bidder further submits that Bidder will comply with laws applicable to its business.	NIT Clause shall prevail
428	195	Point j) Laws governing contract	Laws governing contract: The system integrator shall ensure that all formalities/permissions/licenses required are completed/complied under the existing laws of India and amendments thereof time to time for and in connection with this contract including engagement/employment of laborers.	Laws governing Contract	NFL & RFCL to confirm.	NIT Clause shall prevail



Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
429	198	Point No. 2.10. Fore-closure	Fore-closure *Company/Purchaser/ NFL/RFCL may at any time and for any reason may terminate the said Contract at Owner's convenience through written notice. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Contract. Upon such termination, Contractor shall be entitled to payment only as follows: 1. The actual cost of the work completed in conformity with this Agreement; plus, 2. Such other costs actually incurred by Contractor as are permitted and approved by Purchaser/Company/NFL/RFCL Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.	Fore-closure	Either party, upon providing written notice of 30 days to the other party, may terminate the contract if the other party materially breaches the contract and fails to cure such breach within 30 days from the date of receipt of such notice.	NIT Clause shall prevail
430	206	7. Exit Management	Exit Management	Exit Plan	Further, each Party may terminate the contract for convenience upon 90 days notice.	NIT Clause shall prevail
431	194	2. Commencement , Completion, Modification, Termination of contract etc.	Commencement, Completion, Modification, Termination of contract etc.		Upon termination, Employer shall pay Bidder for all Services rendered and expenses incurred by Bidder prior to the date of termination. In addition, if Bidder terminates an Agreement for Employer's breach or Employer terminates for convenience, Employer shall also pay Bidder for any out-of-pocket demobilization costs or other costs resulting from such early termination.	NIT Clause shall prevail
432	194	2. Commencement , Completion, Modification, Termination of contract etc.	Commencement, Completion, Modification, Termination of contract etc.		Further bidder submits that Parties will mutually decide on "transition plan post termination of agreement" while finalizing the definitive agreement.	NIT Clause shall prevail
433	209	Clause 2: Section V - Special Conditions of Contract	Delayed Delivery For NFL:- In case of delay in delivery of goods/services beyond the contractual delivery date, System Integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ one percent (1%) per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of NFL. However, in case of delay in delivery of complete package i.e. implementation period of 12 months, price reduction schedule (PRS) shall be applicable @ 1% per week or part thereof, subject to maximum of 10% of Corresponding Contract Value comprising of total License Cost (1500 nos.) + 1st Year AMC of ERP licenses + E Office License cost (500 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s). For RFCL:- In case of delay in delivery of goods/services beyond the contractual delivery date, system integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ one percent (1%) per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of RFCL. However, in case of delay in delivery of complete package i.e. implementation period of 9 months, price reduction schedule (PRS) shall be applicable @ 1% per week or part thereof, subject to maximum of 10% of Corresponding Contract Value comprising of total License Cost (325 nos.) + 1st Year AMC of ERP licenses + E Office License cost (100 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s).	Delayed Delivery	Bidder further submits that if a suspension of work is continued for more than 30 days from the date of receipt of suspension order, bidder shall have right to terminate the contract and shall be paid with early termination fees including demobilization costs if any.	NIT Clause shall prevail
434			NA		Request to remove the clause. Liquidated Damages, are to be finalized be agreed upon at the time of contracting. The Liquidated Damages provision should cover the following at a minimum:	NIT Clause shall prevail
435	199	2.16. Indemnity	Indemnity		1. Each Party shall indemnify (Indemnifying Party), defend and hold harmless Other Party and its Affiliates, and respective employees, directors, officers, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents (each a "Indemnified Party"), from and against any and all sums finally awarded to a third Party arising from a claim, action or demand by such third Party against a Indemnified Party, whether based in whole or in part in contract, tort, negligence, statute or otherwise, to the extent that such claim, action or demand arises from the death of or bodily injury to any person or loss of or damage to real or tangible personal property to the extent directly caused by the negligence or Willful Misconduct of Indemnifying Party, its personnel, agents, or Affiliates during the course of the Services under this Agreement. As used in this Agreement, "Willful Misconduct" means an action undertaken by a Party with the malicious intent to cause harm to the other Party.	NIT Clause shall prevail
436	201	3.4 Loss of or damage to Property; Accident or Injury to Employees; Indemnification	Loss of or damage to Property; Accident or Injury to Employees; Indemnification	Loss of or damage to Property; Accident or Injury to Employees; Indemnification	2. Bidder's Intellectual Property Indemnity covers only copyrights and trademarks and not patents. The reason for this is that providing an indemnity for Patents becomes a practical challenge and is not relevant for the services being provided by Bidder. It is difficult to figure out whether a product infringes third party patent or not. Additionally, a patent check would be required throughout the world resulting in additional costs. We therefore prefer to exclude patents from IP indemnity and provide protection for trademarks and copyright infringements.	NIT Clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
437	201	3.10. Patent Indemnity	Patent Indemnity	Patent Indemnity	Bidder shall indemnify, hold harmless and defend Purchaser from and against any and all finally awarded third party claims which Purchaser may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any copyrights or trademark with respect to any Services rendered by Bidder in performing Bidder's obligations.	NIT Clause shall prevail
438		General	NA		If any item provided by a party is, or in the Indemnifying Party's reasonable opinion is likely to be, held to be infringing, the Indemnifying Party shall at its expense and option either (a) procure the right for the Indemnified Party to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing provided that such replacement or modification does not result in a degradation of the performance or quality of the Services or Deliverable. If such option is not available on commercially reasonable terms, the Indemnifying Party will so notify the Indemnified Party who will cease use of such item and return it to the Indemnifying Party, and the parties will equitably adjust the charges to reflect the added expenses or discontinuation of Services. In such event the parties will seek to establish mutually acceptable alternative arrangements and to make any appropriate adjustments to their respective obligations under this Agreement though the execution of a Change Request.	NIT Clause shall prevail
439		General	NA		The Indemnifying Party will not indemnify the Indemnified Party, however, to the extent the claim of infringement is caused by (i) the Indemnified Party's misuse or modification of the item; (ii) a party's failure to use corrections or enhancements made available by the other party; (iii) use of the item in combination with any product or information not owned or developed by the Indemnifying Party and where such combination was not within the reasonable contemplation of the parties given the intended use of the item (iv) the Indemnified Party's distribution, marketing or use for the benefit of third parties (other than to provide Services to the Purchaser hereunder) of an item; (v) information, direction, specification, software or materials provided by the Indemnified Party or any third party not under the Indemnifying Party's direction; or (vi) use of an item other than in accordance with the applicable license.	NIT Clause shall prevail
440		Overall	NA	NFL should allow consortium for software license procurement and payments	As a Big4 which has audit practices, we are restricted to resell software licenses for number of product companies.	NIT Clause shall prevail

**Cloud Service Provider (CSP)**

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
1	49	Wide Area Network (WAN) Connectivity: a. 2019020710431 9_NITVolume I	Network Connectivity Hyderabad ZO - - -	9 Hyderabad ZO - - - - S	Please clarify the details of connectivity available at Hyderabad ZO. Please clarify the specifications for Gold (1:1)	No connectivity available at present. Approximate number of users and bandwidth will be similar to other ZO's mentioned in NIT.
2	120	Payment Terms for SDWAN and Bandwidth 2019020710431 9_NITVolume I	Payment Terms for SDWAN and Bandwidth Milestones SDWAN Subscription Bandwidth Timelines From date of Work Order (T0) Quarter 1- Deployment of SDWAN Solution 8% of total 6 years 8% of total 6 years 3 Months (Q1) 23 quarterly installments over Six (6) years from deployment of SDWAN Solution 4% Each Quarter of total 6 years 4% Each Quarter of total 6 years Q1 to 23 Quarters Total 100% 100% 72 Months	Payment Terms for SDWAN and Bandwidth	Please clarify if the existing MPLS and Internet bandwidth needs to be utilized by bidder or bidder needs to provide new links  If new links are to be provided, Please clarify if two links from two different providers are required for MPLS VPN and Internet links or Primary and Secondary links can be provided by same service provider on alternate media (Wireline/Wireless)	New setup will be required through two different service providers.

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
3	120	Payment Terms for SDWAN and Bandwidth 2019020710431 9_NITVolume I	Payment Terms for SDWAN and Bandwidth Milestones SDWAN Subscription Bandwidth Timelines From date of Work Order (T0) Quarter 1:- Deployment of SDWAN Solution 8% of total 6 years 8% of total 6 years 3 Months (Q1) 23 quarterly installments over Six (6) years from deployment of SDWAN Solution 4% Each Quarter of total 6 years 4% Each Quarter of total 6 years Q1 to 23 Quarters Total 100% 100% 72 Months	Payment Terms for SDWAN and Bandwidth	Please also clarify the required VPN topology (Hub and Spoke / Mesh) and bandwidth requirements (on per site basis) for both primary and secondary links for MPLS VPN and Internet  Please also clarify the Sla requirements for MPLS VPN and Internet Links	Bidder needs to assess best solution as per scope of work. Please refer section - 18 i.e. SLA.
4		3. Geographic Scope, Page No. 150	Geographic Scope NFL & RFCL are diverse organization with multiple business units spread across many geographical locations. The geographical scope of the project will comprise of the following locations: <input type="checkbox"/> Nangal Unit, Naya Nangal, Punjab (Around 1057 Employees) <input type="checkbox"/> Panipat Unit, Gohana Road, Panipat, Haryana (Around 534 Employees) <input type="checkbox"/> Bathinda Unit, Sibian Road, Punjab (Around 561 Employees) <input type="checkbox"/> Vijaypur Unit, Distt. Guna, Madhya Pradesh (Around 691 Employees) <input type="checkbox"/> Central Marketing Office, Noida including Zonal Offices Located at Chandigarh, Lucknow, Bhopal and Hyderabad, (Around 399 Employees) <input type="checkbox"/> NFL Corporate Office, Noida, Uttar Pradesh (Around 188 Employees) <input type="checkbox"/> RFCL Corporate Office, Delhi (Around 36 Employees) <input type="checkbox"/> RFCL Ramagundam Plant, Telangana (Around 424 Employees)	General	We request to provide the address for all locations along with contact details for feasibility	Please refer NFL & RFCL websites
5		General		General	We request to provide the specifications for SDWAN Equipments.	Please refer scope of work of NIT for more details, bidder need to analyze and propose the solution
6	66	Volume 1 - 1.4.3 Cloud Service Provider (IaaS provider) Parameters	DC and DR should be Tier III or above for better availability of cloud services and certified under: a) TIA 942/ Uptime Institute Certification b) IS1893:1984 for seismic protection	DC and DR should be Tier III or above for better availability of cloud services and certified under: a) TIA 942/ Uptime Institute Certification b) IS1893:1984 for seismic protection DC and DR should be Tier III or above for better availability of cloud services and certified under: a) TIA 942/ Uptime Institute Certification b) IS1893:1984 for seismic protection  Copy of Certificate from approved certifying body duly valid on the date of submission	We request the bank to kindly amend the supporting documents requirement for compliance to IS1893:1984 for seismic protection as follows:  "Self Declaration from the bidder that the DC is compliant to IS1893:1984 for seismic protection"	NIT Clause shall prevail
7	132	Volume - I Section III - Scope of Work	Implementation of Mail Messaging solution and Anti-Virus solution at RFCL with minimum below specifications: Antivirus Solution: 1) Antivirus solution must be a COTS solution from a leading OEM. 2) All-inclusive protection. This means protection against the following types of threats like Viruses, Trojans (Horses) Worms, Spyware, Rootkits, Ransomware, Web threats. 3) Provide reliable protection without causing conflicts with other programs installed on the computer, protect its processes from unwanted termination, provide up to date protection & automate security scans. 4) Be fast in scanning computer for threats. 5) Automatic signature update mechanism. 6) 24/7 Support over the call, mail and live chat. E-mail solution: 1) Proposed Mail Messaging solution must be a COTS product with Global recognition and acceptance. 2) Email hosting with minimum of 50 GB mailbox. 3) Custom email domain address. 4) Web based versions of word processor, spreadsheet application & slideshow presentation maker as a built in features for easy collaboration of work. 5) File storage and sharing with minimum of 50 GB. 6) Online meetings and video conferencing support. 7) 24/7 phone and web support. 8) Web as well as mobile support.	Implementation of Mail Messaging solution and Anti-Virus solution at RFCL with minimum below specifications:	Kindly clarify if the mail messaging solution to be implemented on RFCL permise or on cloud infra?  In case of on permise kindly confirm if required hardware to be provisioned by bidder? And required facility to deploy hardware on permise will be provided by RFCL?	RFCL is looking for an on-cloud mail messaging solution
8	128	Volume - I Section III - Scope of Work		Managed Services	Kindly clarify the scope of managed services for cloud infrastructure expected from bidder i.e. OS managed services and other services required?	Bidder needs to propose services as per scope mentioned in NIT
9	153	6. Hardware and Infrastructure Sizing	The system integrator would have to identify infrastructure requirement specification including requirement for business continuity as well. The sizing needs to be done keeping in mind NFL & RFCL's requirement for performance, response time and scalability, latest state-of-the-art, virtualization & guaranteed uptime during its entire lifespan with uninterrupted services. Such lifespan shall not be less than six (6) years. The entire infrastructure should be designed with 150% scalability considering the total number of users as specified.	The system integrator would have to identify infrastructure requirement specification including requirement for business continuity as well.	Kindly clarify on DR infra sizing i.e. 100%/ 50% of DC infra	DR should be 50% of DC Infra
10	153	6. Hardware and Infrastructure Sizing	The system integrator would have to identify infrastructure requirement specification including requirement for business continuity as well. The sizing needs to be done keeping in mind NFL & RFCL's requirement for performance, response time and scalability, latest state-of-the-art, virtualization & guaranteed uptime during its entire lifespan with uninterrupted services. Such lifespan shall not be less than six (6) years. The entire infrastructure should be designed with 150% scalability considering the total number of users as specified.	The entire infrastructure should be designed with 150% scalability onsidering the total number of users as specified.	Kindly confirm if 150% to be provisioned on day1. Specify the growth year wise	Scalability should be provisioned as and when required
11	153	6. Hardware and Infrastructure Sizing, point 6.3	Bidders need to consider vertical and horizontal scalability as the suggested infrastructure needs to scale based on user or business volumes, on the same infrastructure with additional components such as processors, memory etc.	Bidders need to consider vertical and horizontal scalability as the suggested infrastructure needs to scale based on user or business volumes, on the same infrastructure with additional components such as processors, memory etc.	Being a cloud based deployment horizontal scalability should be asked	Bidder needs to assess and propose best solution as per scope mentioned in NIT.
12	22	a. Specifications for Implementation of ERP in NFL (Detailed Specifications as per NIT)	IT Infrastructure & Cloud Hosting - Separate Private Cloud Hosting ( IAAS) Infrastructure as a service	Separate Private Cloud Hosting ( IAAS) Infrastructure as a service	Kindly clarify the understanding of separate private cloud. Can bidder provision dedicated servers for the requirement and remaining components can be shared as per cloud model?	Bidder needs to assess and propose best solution for Separate Private Cloud Hosting ( IAAS) Infrastructure as a service as per scope of NIT

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
13	128	Volume - I Section III – Scope of Work	NA	Security Controls	Kindly mention the minimum components/ security controls to be provisioned by bidder on cloud DC and Dr for all bidders to be on same page	<ol style="list-style-type: none"> <li>1 Managing and monitoring of system to protect from virus and malware for managed resources. Virus should be removed or system should be isolated from the network successfully within agreed time from the time of detection of virus at that designated target system.</li> <li>2 Ensuring 100% malware coverage with patterns not old more than one day.</li> <li>3 Reporting security incidents to co-ordinate for resolution</li> <li>4 Performing vulnerability scanning of all servers/devices (in-scope), which are IP Based. Vulnerability assessment report should be shared with NFL &amp; RFCL respectively half yearly.</li> <li>5 Testing and implementation of patches and upgrades on all the network devices (Firewall, Router, IPS/IDS, Switches, Server etc.).</li> <li>6 Incorporate takeaways from Major Incidents into monitoring to prevent repetitions.</li> <li>7 Performing implementation and maintenance of security rules on devices like firewall, IPS/IDS, Switches, and Routers.</li> <li>8 Mock drill for DC and DR switchover, reports will be shared with NFL &amp; RFCL for every quarter.</li> <li>9 Performing any other day to day administration and support activities etc which are not specifically mentioned in the NIT. However which may be required for proper functioning of the overall solution.</li> </ol>
14	128	Volume - I Section III – Scope of Work	NA	Bandwidth at DC and DR	Kindly mention the bandwidth requirement at DC and DR	On the basis of current usage and scope of work mentioned in NIT, bidder needs to analyze and propose best solution.
15	128	Volume - I Section III – Scope of Work	NA	DC Access mechanism	Kindly clarify how the users will access DC and DR services. Will there be any internet users as well. Kindly mention the internet bandwidth required at DC and DR	Bidder needs to assess and propose the solution.
16	129	Volume - I Section III – Scope of Work	Deployment and Installation of Link Load Balancer (existing or new), which should be from Gartner's leading quadrant as per latest Gartner report.	Deployment and Installation of Link Load Balancer (existing or new), which should be from Gartner's leading quadrant as per latest Gartner report.	Kindly clarify the requirement. Where the link load balancer is required. Kindly mention minimum specifications	Bidder needs to analyze and propose the same (If required)
17	129	General	NA	DC-DR components	Kindly mention the minimum requirements/ components at DC i.e. backup, security controls, monitoring requirements etc. and mention the specifications	Please refer NIT for clarification
18	133	General	NA	E-mail solution:	Please confirm if the mailing solution related requirement stated in the RFP would be consistent for all 500 users.	Understanding is correct
19	133	General	NA	E-mail solution:	<ol style="list-style-type: none"> <li>1. Please elaborate the scope of work for migrating the existing mail boxes.</li> <li>2. How many mail boxes are to be migrated to the proposed solution?</li> <li>3. How many mailing domains are required to be migrated?</li> <li>4. Is migration of mails and address book of individual laptop / desktop part of the scope of work or is it limited to the mail server level migration?</li> </ol>	Approximate of 250 mailboxes along with address book to be migrated which are on cloud mail messaging solution with a single domain.
20	133	General	NA	E-mail solution:	<ol style="list-style-type: none"> <li>1. Do we need to migrate / implement Active Directory related services? If yes, kindly elaborate.</li> <li>2. Is SSO required to be implemented? If yes, kindly elaborate.</li> </ol>	Mail messaging solution will be on cloud so no separate implementation of SSO will be required.
21	133	Volume - I Section III – Scope of Work	NA	E-mail solution:	Please elaborate the email security related requirement.	<ol style="list-style-type: none"> <li>1. Anti-Malware &amp; Anti-Spam Protection – 99% or better spam-blocking effectiveness</li> <li>2. Anti-Virus Scanning - Incoming &amp; Outgoing mails with or without attachments.</li> <li>3. Anti-Spyware blocking</li> <li>4. Anti-Phishing blocking</li> <li>5. Ransomware blocking</li> <li>6. Certified data privacy - ISO 9001 / ISO 27001</li> <li>7. Integrated Cyber Security</li> <li>8. Emerging Threat Control – Sandboxing, behaviour analysis</li> <li>9. Encryption in E-Mail transit with TLS</li> </ol>
22	133	General	NA	E-mail solution:	We assume the base infra to run the mailing solution such as connectivity, desktops / laptops equipped with camera & speakers etc. would be provided by RFCL. Please confirm.	Understanding is correct. Bandwidth to be brought by bidder only as per scope of mentioned in NIT.
23	133	Volume - I Section III – Scope of Work	NA	E-mail solution:	The number of users has been stated as 500. Please confirm the year-on-year growth expected in the number of new users.	As of now no such plan in action.
24	133	Volume - I Section III – Scope of Work	NA	E-mail solution:	<ol style="list-style-type: none"> <li>1. Please elaborate the archiving policy that RFCL would like to implement.</li> <li>2. Do we need to propose the storage required for archived mails.</li> </ol>	Archiving policy will be shared after onboarding of successful bidder. Minimum Archiving space will be 70 GB per user.
25	133	Volume - I Section III – Scope of Work	NA	E-mail solution:	Please provide the details of the existing email setup of RFCL.	RFCL is using G-suite mailing solution
26	133	Volume - I Section III – Scope of Work	NA	E-mail solution:	<ol style="list-style-type: none"> <li>1. What is the total count of PSTs and size of PSTs?</li> <li>2. How many users are using mailing clients such as Outlook?</li> <li>3. Can the end users machines be accessible remotely?</li> <li>4. What is the maximum, minimum and average size of the local PST of each of the existing mailing user?</li> </ol>	Approximate of 1.5TB data to be migrated which is in use by 250 users. No local PST needs to be migrated.
27	133	Volume - I Section III – Scope of Work	NA	E-mail solution:	Migration requires downtime of current email services for sometime. Is downtime acceptable? If yes, please provide the maximum time permissible.	Yes, maximum permissible time can be discussed and finalized after selection of SI.

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
28	133	Volume - I Section III – Scope of Work	NA	E-mail solution:	Is end-user training part of the scope of work? If yes, please provide the following clarification: 1. Please provide number of locations and name of the locations for the training. 2. How many days of training expected at each location? 3. What is the total number of persons who need to be trained? 4. How many days of admin training and at which location?	No such training required for mailing solution
29	133	Volume - I Section III – Scope of Work	NA	E-mail solution:	What is the total current mail data size which needs to be migrated?	Approximate of 1.5TB data to be migrated.
30	133	Volume - I Section III – Scope of Work	NA	E-mail solution:	1. How many Domain Controllers are available in all? 2. Please provide the version details of the Domain Controller. 3. What is the current AD architecture? 4. How many Active Directory Sites do RFLC have?	No AD in place
31	133	Volume - I Section III – Scope of Work	NA	E-mail solution:	What browsers and mobile phone OS are required to be supported?	It should support all the leading web browsers along with android & iOS mobile OS
32	133	Volume - I Section III – Scope of Work	NA	E-mail solution:	How many DLs and Group IDs are to be migrated?	No such DL's and group ID's are in place.
33	133	Volume - I Section III – Scope of Work	NA	E-mail solution:	1. How do remote users connect to RFLC office? 2. Do we need to make these users go through the same connection?	Gsuite mailing solution is in place
34	133	Volume - I Section III – Scope of Work	NA	E-mail solution:	1. What is the current SMTP relay services that is being used? 2. Are we expected to setup SMTP / exchange for application transaction email? 3. What is the current volume of emails per month sent out by the applications?	Gsuite mailing solution is in place
35	133	Volume - I Section III – Scope of Work	NA	E-mail solution:	What versions of Outlook / Client Mailing Application need to be supported?	Cloud email solution to be proposed
36	133	Volume - I Section III – Scope of Work	NA	E-mail solution:	Customization of the login page is limited to the extent that the OEM allows. We assume RFLC is okay with this limitation. Please confirm.	Cloud email solution to be proposed
37	133	Volume - I Section III – Scope of Work	NA	E-mail solution:	We are making an assumption that there is no SharePoint migration and the scope is limited to configuration only. Please confirm.	Understanding is correct
38	133	Volume - I Section III – Scope of Work	NA	E-mail solution:	1. Do we need to store audit logs? 2. How long are the audit logs to be maintained?	Proposed email solution OEM policy will be applicable
39	66	1.4.3 Cloud Service Provider (IaaS provider) Parameters	CSP should have average annual turnover of minimum Rs. 200 Cr. for last 3 years ending 31-03-2018, from Data center and Cloud services in India.	CSP should have average annual turnover of minimum Rs. 200 Cr. for last 3 years ending 31-03-2018, from Data center and Cloud services in India.		No clarification sought against this clause, so no action required
40	66	1.4.3 Cloud Service Provider (IaaS provider) Parameters	CSP should be a registered firm or a company in India and the proposed Data Centers (DC & DR) should have jurisdiction in India CSP should be MEITY empaneled and offer all services from India only as per guidelines of MEITY.	CSP should be a registered firm or a company in India and the proposed Data Centers (DC & DR) should have jurisdiction in India CSP should be MEITY empaneled and offer all services from India only as per guidelines of MEITY.	Request to modify clause as under. CSP should be MEITY empaneled Government Community Cloud (GCC) and offer all services from India only as per guidelines of MEITY. • The structure of Government Community Cloud build to provide ISOLATED environment for government customers where only government clients are hosted. • As a MeitY-empaneled service provider, GCC services meet all the MeitY criteria to provide more secure and efficient solutions	NIT Clause shall prevail
41	67	1.4.3 Cloud Service Provider (IaaS provider) Parameters	Cloud Service Provider should have all relevant certificates (like Database management Services, Hosting Services, Cloud Services etc.) for proposed COTS ERP Software	Cloud Service Provider should have all relevant certificates (like Database management Services, Hosting Services, Cloud Services etc.) for proposed COTS ERP Software	Complied for x86 platform.	NIT Clause shall prevail
42	67	1.4.3 Cloud Service Provider (IaaS provider) Parameters	Proposed DC and DR should be SOC-II certified.	Proposed DC and DR should be SOC-II certified.	RTO is given 4 hour. What will be the RPO. According to Industry standard and as per MeitY guidelines RTO should be 4Hr and RPO should be 1Hr	According to Industry standard and as per MeitY guidelines RTO should be 4Hr and RPO will be 1Hr
43	130 & 132	Summary of Proposed SD-WAN Solution, Point No. 4	The proposed SD-WAN solution should have the following minimum features: Application visibility and Analytics, Centralized Orchestration & Policy Management, Transport Independent Overlay Solution, Application Aware Routing, Performance based App Aware Routing & Load Sharing, Segmentation & Dynamic Topologies, Application Based QoS, Local Internet Break out, Path Brownout, Security & Encryption, Managed service offering, Self Service Portal etc.	The proposed SD-WAN solution should have the following minimum features: Application visibility and Analytics, Centralized Orchestration & Policy Management, Transport Independent Overlay Solution, Application Aware Routing, Performance based App Aware Routing & Load Sharing, Segmentation & Dynamic Topologies, Application Based QoS, Local Internet Break out, Path Brownout, Security & Encryption, Managed service offering, Self Service Portal etc.	Is there any security to be place for local internet break out if yes pls. specify security features	No local security to be placed apart from existing. All the internet traffic will move from managed SDWAN solution
44	130	Summary of Proposed SD-WAN Solution, Point No. 3	The proposed solution should support distributed cloud gateway architecture to facilitate the communications between sites on private WAN (MPLS or ILL) and public Internet.	The proposed solution should support distributed cloud gateway architecture to facilitate the communications between sites on private WAN (MPLS or ILL) and public Internet	Pls. elaborate the scope for cloud gateway	Refer NIT for detailed scope of work
45	130	Summary of Proposed SD-WAN Solution, Point No. 1	To build a transport independent overlay network to connect all the units/plants/offices using all available transport options including MPLS, Internet (broadband, leased line etc.), Cellular (4G/3G) and LTE.	To build a transport independent overlay network to connect all the units/plants/offices using all available transport options including MPLS, Internet (broadband, leased line etc.), Cellular (4G/3G) and LTE.	Pls. specify how many dropping & what type of interface is required at SD WAN Box. We assume that 4G/3G/LTE can be give by USB based dongle	Bidder need to analyze and propose the solution by adhering to the SLA defined in the NIT
46	130	Summary of Proposed SD-WAN Solution, Point No. 1	To build a transport independent overlay network to connect all the units/plants/offices using all available transport options including MPLS, Internet (broadband, leased line etc.), Cellular (4G/3G) and LTE.	To build a transport independent overlay network to connect all the units/plants/offices using all available transport options including MPLS, Internet (broadband, leased line etc.), Cellular (4G/3G) and LTE.	How many connectivities are expected to terminate on SD WAN	Bidder need to analyze and propose the best feasible solution by adhering to the SLA defined in the NIT
47		General	NA		Please confirm on which platform the ERP will be implemented - HANA/SAP	On the latest version of the proposed COTS ERP
48	66	1.4.3 Cloud Service Provider (IaaS provider) Parameters ; Point No. 1	CSP should have average annual turnover of minimum Rs. 200 Cr. for last 3 years ending 31-03-2018, from Data center and Cloud services in India.	CSP should have average annual turnover of minimum Rs. 200 Cr. for last 3 years ending 31-03-2018, from Data center and Cloud services in India.  Audited Financial Statements along with certificate from statutory auditor certifying the turnover from services for Data Center and Cloud Service Provider during last 3 financial years.	Kindly amend the Clause as: "CSP should have average annual turnover of minimum Rs. 70 Cr. for last 3 years ending 31-03-2018, from Data center and Cloud services in India.  Audited Financial Statements along with certificate from statutory auditor certifying the turnover from services for Data Center and Cloud Service Provider during last 3 financial years. "	NIT Clause shall prevail

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
48	66	1.4.3 Cloud Service Provider (IaaS provider) Parameters ; Point No. 5	DC and DR should be Tier III or above for better availability of cloud services and certified under: a) TIA 942/ Uptime Institute Certification b) IS1893:1984 for seismic protection	DC and DR should be Tier III or above for better availability of cloud services and certified under: a) TIA 942/ Uptime Institute Certification b) IS1893:1984 for seismic protection  Copy of Certificate from approved certifying body duly valid on the date of submission	Kindly amend the Clause as: The CSP should be Tier III or above for better availability of cloud services and certified under: a) TIA 942/ Uptime Institute Certification b) IS1893:1984 for seismic protection  Copy of Certificate from approved certifying body duly valid on the date of submission"	NIT Clause shall prevail
49	66	1.4.3 Cloud Service Provider (IaaS provider) Parameters ; Point No. 5	Cloud Service Provider should have all relevant certificates (like Database management Services, Hosting Services, Cloud Services etc.) for proposed COTS ERP Software	Cloud Service Provider should have all relevant certificates (like Database management Services, Hosting Services, Cloud Services etc.) for proposed COTS ERP Software  Copy of COTS ERP OEM certificate	Kindly confirm if the CSP needs to submit a self-undertaking for the same.	NIT Clause shall prevail
50	67	1.4.3 Cloud Service Provider (IaaS provider) Parameters ; Point No. 8	CSP must have DC Certifications for proposed DC and DR: i) ISO/IEC 27017:2015 ii) ISO/IEC 27018:2014 iii) ISO 27001-2013	CSP must have DC Certifications for proposed DC and DR: i) ISO/IEC 27017:2015 ii) ISO/IEC 27018:2014 iii) ISO 27001-2013  Valid certification to be submitted	Kindly amend the Clause as: "CSP must have below Certifications : i) ISO/IEC 27017:2015 ii) ISO/IEC 27018:2014 iii) ISO 27001-2013  Valid certification to be submitted"	NIT Clause shall prevail
51	67	1.4.3 Cloud Service Provider (IaaS provider) Parameters ; Point No. 11	Proposed DC and DR should be SOC-II certified.	Proposed DC and DR should be SOC-II certified.  Certification from respective governing body	Request you to kindly remove this Clause.	NIT Clause shall prevail

**e-Office**

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
1	268	RFP volume II, Search and Retrieval, point 2.5	The system shall support search for documents or folders on document or folder on profile information such as name, created, modified or accessed times, keywords, owner etc.	The system shall support search for documents or folders on document or folder on profile information such as name, created, modified or accessed times, keywords, owner etc.	As per our understanding department is looking for a Document Management System which would include: 1. Indexed based search 2. Document name based search 3. Folder name based search  Also, the content & wild card based search would be required which would search the content inside the documents and will fetch the results. Request your confirmation that our understanding is correct.	Please refer Volume - II FRS for clarification
2	272	RFP volume II, Office Note Creation and Approval, point 4.4	Using workflow feature of a system, user shall be able to route the Office Note for approval	Using workflow feature of a system, user shall be able to route the Office Note for approval	Workflow Management System is one of the most important requirement of this RFP. All the workflows mentioned in Core and Common modules will be configured over Workflow Management System. Therefore, the Workflow engine should be configurable in order to provide the flexibility in terms of making changes in the existing workflows, adding new workflows, changing routing rules, introducing new business rules, etc.  So our recommendation is that the department needs COTS based Business Process Management (BPM) platform having the capabilities of graphically modeling the processes or workflows, in built Form designer, process simulator, configurable Business Activity Monitoring tool (Dashboards) and integrated Document Management System for storing documents. Please confirm.	Please propose the best solution while complying with Scope of work and FRS
3	272	RFP volume II, Office Note Creation and Approval, point 4.4	Using workflow feature of a system, user shall be able to route the Office Note for approval	Using workflow feature of a system, user shall be able to route the Office Note for approval	Workflow Management system and document management system are the important requirements of the RFP. Hence to have best of the solution the proposed product should be listed in magic quadrant (any quadrant) of GARTNER BPM and ECM capabilities and should have documentary evidence of the same as well for last 2-3years.	NIT Clause shall prevail
4	272, 275	RFP volume II, File creation and Movement Tracking, point 5.1, 5.28	System should automatically create and update "Correspondence Register" as per the Guidelines of office procedure promulgated by Government of India.  &  The system shall replicate the present file handling in the same manner as followed i.e. Electronic files shall give the same look and feel of Physical file.	File Movement & tracking - The system shall replicate the present file handling in the same manner as followed i.e. Electronic files shall give the same look and feel of Physical file. -System should automatically create and update "Correspondence Register" as per the Guidelines of office procedure promulgated by Government of India.	As per mentioned in the RFP, File Movement and tracking is looking to be one of the key requirements of the project. We assume that NFL has the requirements for File Movement Tracking with below mentioned features : • System should be based on Manual of Office Procedure • Correspondence Management with features like Correspondence register etc • Whitehall based file movement (File view with all Documents are shown on one side and NoteSheet on other side) • Supports for Green Note sheet • Secure notes and annotations. • Should be based on document management and workflow management system  Please confirm if our understanding is correct.	Please refer Volume - II FRS and scope of work for clarification
5		General	NA	User Detail	Request you to please provide the clarity if any external users will use the system. If yes then, please provide the number of external users. This is required to size the hardware and infrastructure.	No external users
6		General	NA	Environment	As per our understanding, department is looking to deploy system on DC & DR along with Non Production environment as Test, Development and Training. Hope our understanding is correct.	Refer NIT for clarification
7		General	NA	Number of Scanning Locations	Please provide clarity on the number of locations from where the scanning activity will be carried out.	Please refer Geographical scope of the NIT
8		General	NA	CPU Utilization	As per industry standards would request we can utilise the CPU at the optimum utilization of 70 percent or less. Kindly suggest.	Bidder needs to analyze and propose the best solution
9		General	NA	Required Availability/ Uptime	Kindly confirm department is looking for 99% or 95% availability or uptime.	Refer NIT point 18 i.e. SLA for clarification
10		General	NA	Training	Kindly confirm training location for Core team and end users training.	Refer NIT for clarification

Sr. No.	Page No.	Clause No.	NIT Clause	Bidder reference Clause	Query/Clarification sought in respect of the Clause	Response
11	153 Annexure 1	5. Licences	COTS E-office Solution: Organization Total number of users NFL 500 (40+460) RFCL 100 (20+80)  Concurrent number of users NFL 100 RFCL 20	NA	With regards to E-Office solution, concurrent number of users being asked on page number 152 is only for sizing purposes, from licensing perspective, for E-Office, requirement is for 500+100 named users. Kindly validate and confirm the above understanding.	Understanding is correct
12	Page 270, 3.1	3.1 Annexure 2	NA	NA	All documents in the repository need to be encrypted while they are in storage so no one can access documents even by logging into storage. We suggest that some of the below mentioned points be added.  Encryption <input type="checkbox"/> Encryption of the repository: support encryption of content stored on the file system <input type="checkbox"/> Selective encryption for each file store. Combination of encrypted and unencrypted file stores must be supported <input type="checkbox"/> Encryption - Key length must be at least 192 bits. Please state algorithm used. <input type="checkbox"/> DMS system should be able to participate in single sign-on infrastructure by supporting industry leading SSO frameworks such as Netegrity Site minder and RSA Sign-on manager. <input type="checkbox"/> DMS system should provide plug-in for advanced authentication such as tokens, x.509 certificates. <input type="checkbox"/> Every event should be traceable using the audit trail. <input type="checkbox"/> Content should be transmitted securely between client and server to prevent eves dropping security breaches. <input type="checkbox"/> Mandatory access control - system should be able to enforce security and individual access control provisions such as "need to know" or "top secret", combining individual access clearance with project-specific security measure. <input type="checkbox"/> System must be capable to capture and securely store electronic signatures associate with any content or process step <input type="checkbox"/> System should support digital shredding to ensure that data cannot be retrieved even by applying forensic methods that analyze residual mechanism on storage media	Bidder needs to analyze and propose the best solution
13	Page 270, 3.1	3.1 Annexure 2	NA	NA	We recommend that the DMS Provides a policy engine that can execute storage placement and migration policies to optimize storage, while reducing the content storage cost to the business and maintain accessibility and compliance needs as its value changes over time	Bidder needs to analyze and propose the best solution
14	Page 270, 3.1	3.1 Annexure 2	NA	NA	We recommend that the DMS Provides policy-based content placement and migration capabilities across storage devices from a wide variety of storage vendors such as EMC, IBM, Hewlett Packard, Hitachi, NetApp and others	Bidder needs to analyze and propose the best solution
15	Page 270, 3.1	3.1 Annexure 2	NA	NA	Do we require documents to be able to be viewed independently of the native application using a viewer?	Bidder needs to analyze and propose the best solution
16	Page 270, 3.1	3.1 Annexure 2	NA	NA	Do we need annotation of documents along with requirement like redaction of sensitive content and watermarking while printing?	Bidder needs to analyze and propose the best solution
17	Page 270, 3.1	3.1 Annexure 2	NA	NA	Do we need the ability to view CAD files without AutoCAD installed on the machine?	Bidder needs to analyze and propose the best solution