



National e-Governance Division
Department of Electronics and Information
Technology (DeitY)
 website: <http://www.negd.gov.in/>



Minutes of Meeting of Pre-bid Conference on “RFP for Installation, Commissioning and Maintenance of Knowledge Management System (KMS) under Capacity Building (CB) Scheme Phase II” dated 28th April 2016

The pre-bid meeting was held on dated 28th April 2016 at 15:00 hrs in Centre for e-Governance Hall of Department of Electronics & Information Technology, New Delhi under the chairmanship of COO & Director (Capacity Building), NeGD and the following officers attended the meeting on behalf of National e-Governance Division:

1. Mr. Gaurav Dwivedi, COO & Dir (Capacity Building & HR), NeGD
2. Mr. Shilohu Rao, General Manager (Capacity Building), NeGD
3. Mr. G R Sharma, General Manager (Finance), NeGD
4. Mr. Chander Prakash, Sr. Consultant (Legal), NeGD
5. Mr. Pravin Sinha, Sr. Consultant (Technology), NeGD
6. Mr. Dhruvajit Goswami, Consultant (Capacity Building), NeGD
7. Mr Sarvesh Kumar, Consultant (Capacity Building), NeGD
8. Mr. Prabhakar Sharma, Consultant (Capacity Building), NeGD
9. Ms. Qamar Rizwi, Consultant (Capacity Building), NeGD

The list participants on behalf of bidders are attached at Annexure-I

At the outset, COO & Director (CB) welcomed all the representatives of the prospective bidders and self introduction was requested to start the pre-bid meeting.

The following are the major queries raised by the prospective vendors.

- I. **EMD (Section 6.12):** For the query raised by M/s C-NET Infotech to get exemption of EMD for company registered with NSIC, it was clarified that if the document of registration on date with NSIC is furnished; exemption would be provided. Also the EMD amount will be refunded to the unsuccessful bidders post selection of the most responsive bidder . For the successful bidder the EMD amount will be refunded on submission of the Performance Bank Guarantee.
- II. **Integration with other systems (Section 4.5.5.2.1):** For the clarifications sought on interoperability and metadata standards, the GM (CB) clarified that the successful bidder in consultation with service providers of other systems evolve the benchmarking standards for integration. Also, a framework needs to be developed that serves as a common data model for integrating metadata from various autonomous and heterogeneous data sources.
- III. **Escrow Agreement for Commercial off-the-shelf Software:** For the query raised by M/s Newgen Technologies, the GM(CB) clarified that after the internal discussion the appropriate decision will be taken and necessary addendum/corrigendum will be issued.
- IV. **Mobile Application (Section 4.5.4):** For the query raised by M/s Newgen Technologies it was agreed upon that Mobile Application is a separate requirement and is a desired component. Additional features for this component are welcome and such suggestion carries considerable weightage in technical evaluation.



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- V. **Delivery Stages (Section 4.5.6.6):** The COO & Dir (CB) clarified that the phase 1 of the project is 90 days from the issuance of the purchase order and signing of contract.
- VI. **Pre Qualification Criteria (Section 5.2):** The Vendors sought the clarification and relaxation of the Sl. No. 4 & 5 which is stringent since the KMS is very niche area of business. The GM(CB) clarified that pre-qualification criteria is as per CVC guidelines and since KMS is a niche area the bidder can quote KMS similar projects, where the total IT solution have KMS as one of the key component complying with atleast 50% of the features mentioned in section 4.5.4 in this RFP. In consultation with the competent authority addendum/corrigendum will be issued, if necessary.
- VII. **Signing of Contract (Section 9.2):** The Vendors sought the clarity on the Aspects/Terms of the contract. It was clarified that the details would be shared with successful bidder.
- VIII. **Miscellaneous Terms & Conditions (Section 9.4):** For the query raised regarding pricing it was decided that bidder in bid will show basic price & taxes separately. In case of any variation in the tax rates by the Govt. of India, the successful bidder is required to make a representation to the competent authority of NeGD, and the decision of the competent authority of NeGD is final and binding.
- IX. **Payment Terms (Section 11):** For the clarification sought on payment terms whether it was on implementation cost or project cost. The GM(CB) clarified that after the internal discussion the appropriate decision will be taken and necessary addendum/corrigendum will be issued.
- X. **Training (Section 4.5.5):** For the query raised on imparting training, it is clarified that training will be imparted to KMS administrators, technical support staff and users as per the architecture, software and other technological propositions by the prospective vendor. It is also emphasized that training is an essential component of the KMS.

The other detailed clarification is attached in Annexure-II of all queries raised including the queries received through the e-mail.

The representatives were satisfied with the replies given and it was informed that the clarification will be hosted on NeGD website and all prospective bidders are required to take cognizance of the proceedings of the pre-bid conference before formulating and submitting their bids.

The meeting ended with vote of thanks.

N J P Shilohu Rao

General Manager (Capacity Building)
 National e-Governance Division,
 Department of Information and Technology
 6, CGO Complex, New Delhi.

Dated: 06.05.2016



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Annexure I

LIST OF PARTICIPANTS ON BEHALF OF BIDDER		
Pre Bid Conference- 28th March 2016, 15:00hrs, CG Hall of Department of Electronics & Information Technology, New Delhi		
SNO	Name	Organisation
1	Mr. Anuvash Bedi	C-Net Infotech Pvt Ltd
2	Mr. Basu	VFS Global
3	Mr. Venkatesan Vaikuntam	VFS Global
4	Mr. Ashish Kaushal	Newgen Software Technologies Ltd
5	Mr. Swapnil Jain	Newgen Software Technologies Ltd
6	Mr. Anurag Goel	Tata Consultancy Services
7	Mr. Anindya Biswas	Microsoft
8	Mr. Dinesh Manwani	IBM
9	Mr. Vidyut Verma	IBM
10	Mr. Tarun Makkar	Velocis Systems Pvt. Ltd.
11	Mr. Anurag Saxena	Velocis Systems Pvt. Ltd
12	Mr. Akhilesh Kumar Sinha	Velocis Systems Pvt. Ltd
13	Mr. Shabnam Chitkara	MGRM
14	Mr. Rajeev Karnail	MGRM
15	Mr. Bikash Shrivastava	C-Net Infotech Pvt Ltd
16	Mr. Santosh Malik	Vision Net Soft
17	Mr. Gagan Gandhi	Microsoft
18	Mr. Ram Krishna	PWC
19	Mr. Bhavbeen Kaul	PWC

REQUEST FOR PROPOSAL (RFP No. N-21/8/2016-NeGD) FOR INSTALLATION, COMMISSIONING AND MAINTENANCE OF KNOWLEDGE MANAGEMENT SYSTEM (KMS)							
Pre-Bid Queries							
S NO	Page No	Section No	Change Type	Query by the Bidder	Remark of the Bidder	Organisation	Clarifications by NeGD
1	21	4.5.5.2. Technical Requirements	Additional Clause - We suggest department to include this clause as part of the Cloud Service Provider technical evaluation compliance matrix.	The Cloud Service Provider should have the capability to provide various other services like Virtual Machines, Database, Storage, Analytics, Mobile Backend, Backup, CDN on pay as you go mode backed by monthly SLAs of minimum 99.95% availability.	This is based on standard cloud deployment models.	Amazon	To be discussed with the successful bidder
2	21	4.5.5.2. Technical Requirements	Additional Clause - We suggest department to include this clause as part of the Cloud Service Provider technical evaluation compliance matrix.	The Cloud Service Provider should support auto scalability to increase or decrease the compute resources as per demand in order of minutes based on CPU/RAM utilization and charge only for resources being used on an hourly basis.	This is based on standard cloud deployment models.	Amazon	To be discussed with the successful bidder
3	21	4.5.5.2. Technical Requirements	Additional Clause - We suggest department to include this clause as part of the Cloud Service Provider technical evaluation compliance matrix.	The Cloud Service Provider should provide mechanisms to allow provisioning/de provisioning of Virtual Machines on demand and should not charge for them when de provisioned.	This is based on standard cloud deployment models.	Amazon	To be discussed with the successful bidder
4	21	4.5.5.2. Technical Requirements	Additional Clause - We suggest department to include this clause as part of the Cloud Service Provider technical evaluation compliance matrix.	The Cloud Service Provider should ensure that the network is protected against DDOS attacks at no extra cost.	This is based on standard cloud deployment models.	Amazon	To be discussed with the successful bidder
5	21	4.5.5.2. Technical Requirements	Additional Clause - We suggest department to include this clause as part of the Cloud Service Provider technical evaluation compliance matrix.	The Cloud Service Provider DCs should be ISO 27001 and 27018 certified.	ISO 27018 is a code of practice for protection of personally identifiable information (PII) in public cloud.	Amazon	To be discussed with the successful bidder
6	21	4.5.5.2. Technical Requirements		As per our understanding, these standards are related to Learning Management System which includes Online Trainings, Online Tests, etc. The Standards related to Knowledge Management System and Metadata are Dublin Core or MARC 21. Request you to please provide clarification on the requirement related to compliance to these specific standards.		Newgen software technologies	A detailed framework needs to be developed in consultation with LMS vendor. NeGD is open for Dublin Core or MARC 21 that serves as a common data model for integrating metadata from various autonomous and heterogeneous data sources. Further Please refer Addendum/Corrigendum issued by NeGD in this regard
7	22	4.5.5.2.1. Integration with other systems		As per our understanding, to achieve this Integration smoothly, standard format for data exchange like xml, Web Services, etc should be used.		Newgen software technologies	Agreed
8	20	4.5.5. KMS Functional & Technical Specifications		We understand that the source code of the customizations done for this project would be shared with NeGD, however the source code of the COTS product/platform shall be shared with NeGD under an Escrow agreement. Please confirm our understanding.		Newgen software technologies	Please refer Addendum/Corrigendum issued by NeGD in this regard
9	24	4.5.5.2.8. Compatibility		We understand that the users will also have the ability to upload the Knowledge content into KMS through the Mobile Application. So imaging features like compression, conversion, etc become the important requirement of mobile application framework. So our recommendation is that mobile application framework should have below mentioned features:- a. Image compression, B/W conversion from color images b. G4 compression for B&W, JPEG for color and gray scale c. Multiple page document capture d. Auto cropping, Auto orientation, perspective correction, noise removal, geo capture e. Image capture setting (camera resolution, image type)		Newgen software technologies	The bidder can provide the additional features which carries considerable weightage in technical evaluation.
10	20	4.5.5. KMS Functional & Technical Specifications		We understand that capturing of knowledge content is one of the key feature of the KMS Solution, so there will be requirement of capture solution for scanning paper documents with support for following : • Both bulk and web scan capabilities • Automatic extraction of data using OCR • Automatic file and document separation using blank page separator, barcode separator and fix page • Automatic correction of parameters like improper resolution, format/ compression not proper, skew, wrong orientation, error in automatic cropping, punch hole marks etc during scanning		Newgen software technologies	The bidder can provide the additional features which carries considerable weightage in technical evaluation.
11	21	4.5.5.1		Till what time after the project completion and delivery is the vendor supposed to provide upgrades and upgrades.		Adit Microsys	Until the warranty period as per the contract/agreement to be executed with the successful bidder.
12	26	4.5.6.6		What are the basic features that are required in the Initial Trial version to be run within the NeGD.		Adit Microsys	It is expected to start the trial version with atleast 50% of the features mentioned in section 4.5.4 in the RFP document
13	20	4.5.5.4		Solution comprises of both Open source as well as custom developed code. A copy of the code can be provided to NeGD to mitigate vendor lock-in risks. Please confirm code ownership clause with regard to such a situation		Adit Microsys	Please Refer the Addendum/Corrigendum issued by NeGD in this regard

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14	7	6.12		<p>Earnest Money Deposit (EMD) Rs. 10,00,000/- (Rupees Ten Lakhs) in the form of Demand Draft or Fixed Deposit Receipt (valid for a period of one year) from Nationalized/ Scheduled bank in favor of: Media Lab Asia - NeGD, payable at New Delhi. OR Bank Guarantee from Nationalized/Scheduled bank in acceptable form valid for a period of 1 year.</p>	<p>As per the guidelines of Department of Electronics & Information Technology, GOI for system integrator</p> <p>To safeguard against a bidder's withdrawing or altering its bid during the bid validity period in the case of advertised or limited tender enquiry, Bid Security (also known as Earnest Money) is to be obtained from the bidders except those who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or the concerned Ministry or Department.</p> <p>The units registered under Single Point Registration Scheme of NSIC are eligible to get the following benefits under "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012" as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23.03.2012. * Issue of the Tender Sets free of cost; * Exemption from payment of Earnest Money Deposit (EMD).</p>	The exemption of EMD is requested for NSIC registered bidder.	C-NET infotech	The exemption of EMD would be provided based on the the document of registration on date with NSIC.
15	48	9.4		The Financial Bid quoted by the Bidder must be inclusive - <u>exclusive</u> of all type of expenses including any type of tax etc.		Wipro	Remains unchanged, however, in case of any variation in the tax rates by the Govt. of India, the successful bidder is required to make a representation to the competent authority of NeGD with proof of variation in tax rate, and the decision of the competent authority of NeGD is final and binding, the successful bidder also needs to show the tax rates separately in the financial bids.	
16	48	9.6		9.6. Agreement NeGD shall execute an Agreement for Award of Contract with the Bidder as per the Terms and Conditions of the RFP. The conditions stipulated in the Agreement must be strictly adhered to and any violation/deviation of any of the conditions may entail termination of the contract or levy of penalty without prejudice to the rights of NeGD. In such a case, NeGD has the right to invoke Performance Bank Guarantee and further right to terminate the entire or part of the contract by giving three (3) months notice period.	The bidder be allowed to submit deviations, and the agreement be agreed on mutual terms and conditions, in the best interest of the project.	Wipro	Remains unchanged	
17	49	9.7		9.7. Indemnity Bidder has to indemnify NeGD against any claims, losses, causes, damages, expenses, action suits and other proceedings, resulting from any proceedings initiated against NeGD for any deficiency in services related to the project provided by the Bidder and/or infringement of any IPR during the period of contract.	9.7. Indemnity Bidder has to indemnify NeGD against any claims, losses, causes, damages, expenses, action suits and other proceedings, resulting from any proceedings initiated against NeGD for any deficiency in services related to the project provided by the Bidder and/or infringement of any IPR during the period of contract.	Wipro	Remains unchanged	
18	56	10.13		If the bidder fails to meet the specified completion of schedule, the bidder shall be liable to pay as liquidated damages at the rates specified below, for each completed Calendar Week of delay or part thereof, on the value of the deliverables in delay Total Project Cost.		Wipro	Penalty has to be on total project cost and NOT ON value of deliverables in delay. This was clarified during pre-bid conference and vendors were in agreement.	
19	56	10.13		Liquidated damages is capped to a total of 10% 5% of the total project cost as per bid value proposed by the successful bidder. NeGD will have the rights to recover the liquidated damages, if any, from any amount payable to Bidder. Also, if the specifications of the RFP are not met by Bidder during various tests, Bidder shall rectify or replace the same to comply with the specifications immediately to ensure the committed uptime, failing which NeGD has the sole right either to reject or to accept it finally by recovering the suitable amount as deemed reasonable by NeGD.		Wipro	Remains unchanged	

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20	60	11		Payment terms should be revised as follows: 1.Team Mobilization, Preparation of Project Plan, Kick-off meeting-20% of contract value 2.Phase I - Implementation, Configuration of KMS (Application and related infrastructure components)- 25% of contract value 3.Phase II & III - Implementation, Configuration of KMS (Application and related infrastructure components)- 25% of contract value 4.Go- Live of Integrated Learning Management Solution-15% of contract value 5.KMS Managed Services-Equated Monthly Quarterly payments of remaining 15% quoted cost after successful implementation on the KMS for next 12 months after successful launch.		Wipro	Please refer Addendum/Corrigendum issued by NeGD in this regard
21	62	11		For any delay in completion of any of the above deliverables beyond Mar-2017, a ten percent (10%) penalty of Total Project Cost would be levied for completion of the deliverable beyond that timeframe as agreed during the Project Plan submitted by the Bidder.	Request deletion of this clause, LD clause is already present	Wipro	Remains unchanged
22	63	12.1		In such a case, the Bidder will have to perform the service in the increased quantity at the <u>rates mutually agreed between the parties same Contract Rates</u> within the time stipulated for providing services to NeGD		Wipro	Remains unchanged
23	64	12.2.4.		Transfer of Certain Agreements On request by NeGD or its Nominated Agency Bidder shall effect such Assignments, Transfers, Licences and Sub-Licences as NeGD may require in favour of NeGD or in relation to any equipment lease, maintenance or service provision Agreement between Bidder and Third Party Lessors, Bidders, and which are related to the services and reasonably necessary for the carrying out of replacement services by NeGD or its Nominated Agency.	Transfer of Certain Agreements On request by NeGD or its Nominated Agency and as commercially feasible, Bidder shall effect such Assignments, Transfers, Licences and Sub-Licences as NeGD may require in favour of NeGD or in relation to any equipment lease, maintenance or service provision Agreement between Bidder and Third Party Lessors, Bidders, and which are related to the services and reasonably necessary for the carrying out of replacement services by NeGD or its Nominated Agency.	Wipro	Remains unchanged
24	Clause to be added	Clause to be added		Taxes	Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of Customer.	Wipro	in case of any variation in the tax rates by the Govt. of India, the successful bidder is required to make a representation to the competent authority of NeGD with proof of variation in tax rate, and the decision of the competent authority of NeGD is final and binding. the successful bidder also needs to show the tax rates separately in the financial bids.
25	Clause to be added	Clause to be added		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 Customer's omissions or actions whatsoever.	Wipro	Not considered
26	Clause to be added	Clause to be added		Deemed Acceptance	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Customer 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.	Wipro	Not considered

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S NO	Page No	Section No	Change Type	Query by the Bidder	Remark of the Bidder	Organisation	Clarifications by NeGD
27	Clause to be added	Clause to be added		Limitation of Liability	<p>Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</p> <p>Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Wipro for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to 25% of contract value.</p>	Wipro	Please refer Addendum/Corrigendum issued by NeGD in this regard
28	Clause to be added	Clause to be added		Termination	<p>Either Party shall have the right to terminate this Agreement at any time:</p> <p>With Cause – in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days.</p> <p>In the event of termination by owner, the Bidder shall be paid for the:</p> <ol style="list-style-type: none"> 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCS 5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts 5. unrecovered investments shall be paid by customer as per termination schedule till the date of termination. 	Wipro	Not acceptable
29	Clause to be added	Clause to be added		Exceptions to indemnity	<p>Exceptions to indemnity</p> <p>(a) Bidder shall not have any liability to Customer under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by Customer where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by Customer; (3) use of a Deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not have been infringing.</p> <p>Bidder will completely satisfy its obligations hereunder if, after receiving notice of a claim, Bidder obtains for Customer the right to continue using such Deliverables as provided without infringement, or replace or modify such Deliverables so that they become non-infringing.</p>	Wipro	Please refer Addendum/Corrigendum issued by NeGD in this regard
30	Clause to be added	Clause to be added		Intellectual Protection	<p>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 Customer.</p>	Wipro	Not considered

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31	11	4.3. C		Knowledge storage and repository: what kind documents (Like doc,pdf,Audio/Video) to be stored in the repository, Please mention the details as below 1. Avg. number of File size 2. Allowed file formats and file types 3. Total number of file expected per month 4. Any file sharing among groups is required. please clarify? 5. Its assumed that only role based authorization will be implemented for the security per say. Please confirm		Wipro	The proposed KMS solution is unique in the arena of e-governance. The exact knowledge storage and repository will be ascertained post phase 1 implementation. However the following are the suggested requirements 1. Avg file size would be 25 MB 2. WORD, EXCEL, PPT, PDF, multimedia and so on. The additional formats will be ascertained post phase 1 implementation. 3. Min-1TB ; Max 10TB for Phase 1. The rest of the phases need to be ascertained. 4. Yes, it is required 5. Please refer to section 4.5.5.2.10: titled as "Administration and Access Management". Based on the learnings during the implementation of phase 1 of proposed KMS solution we will adopt and design the roles & access for remaining phases.
32	11	4.3		in KMS workflow: Please mention the following for the workflows 1. workflow approvals will not be more than 3 - 4 steps 2. Workflows will be predefined as suggested DEITY 3. All workflows for phase I / II / III will be decided during design phase only. confirm 4. All workflow will required to be responded only by the internal users only. initiation can happen from the external triggers. please confirm.		Wipro	For phase 1 we will try to confine our workflows to 3-4 steps. Based on the learnings during the implementation of phase 1 of proposed KMS solution we will adopt and design the workflows for remaining phases. As of now its for internal purpose only.
33	10	4.1		Knowledge Management System (KMS) is accessible on Intranet/Internet, Please Clarify ?		Wipro	Proposed KMS solution is to be accessed via Internet (there should not be any ISP operator dependency). However, functionality referring to proposed ecosystem wherein the other systems like eOffice, PMIS etc works as an intranet. The proposed KMS should support such intranets
34	11	4.3.e		1. Specify the Number of Users to accessing the KMS 2. Specify the number of concurrent users? 3. Total		Wipro	Please refer to section 4.5.5.2.2. titled as "Scalability"
35		General		Number of application to be Intregation with Knowledge Management System (KMS), Please Clarify ?		Wipro	Please refer to section 4.5.5.2.1. titled as "Integration with other systems"
22	13	4.4.2 KMS Advisory Committee		Please provide more details on collaboration with international Governments/International Governmental Organizations / Multilateral Institutions on KMS		Wipro	Details would be shared with the successful bidder.
23		General		Number of Government department and Other organization to access the KMS, Please Clarify.		Wipro	Details would be shared with the successful bidder.
24		General		Number of Reports to be developed in KMS and type of reports, Please Clarify. ?		Wipro	Suggested reports to be developed in the proposed KMS are Knowledge objects submitted, published, user logs, ratings, downloads, replication etc. The list is indicative only, however, the essential analytics are to be part of proposed KMS solution.
25	24	4.5.5.2.10		Please specify the number of users roles in the KMS. ?		Wipro	Please refer to section 4.5.5.2.10. titled "Administration and Access Management ". Based on the learnings during the implementation of phase 1 of proposed KMS solution we will adopt and design the roles & access for remaining phases.
26	14	4.4.5(Knowledge Managers / Champions)		Reviewing the content on the portal by automates process or manual process, Please Clarify. ?		Wipro	Automated process
27	18	4.5.4. Knowledge Management System Expected Features		Search functionality- In KMS required is basic search functionality or advanced search functionality (Fast Search), Please Clarify.?		Wipro	Proposed KMS solution should have integrated search where multiple systems contribute Knowledge in one single click and content search in a seamless environment
28	21	4.5.5.2. Technical Requirements		different level of privilege across the application, please provide more details on this.		Wipro	Please refer to section 4.5.5.2.10. titled "Administration and Access Management ". Based on the learnings during the implementation of phase 1 of proposed KMS solution we will adopt and design the roles & access for remaining phases.

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S NO	Page No	Section No	Change Type	Query by the Bidder	Remark of the Bidder	Organisation	Clarifications by NeGD
29	21	4.5.5.2. Technical Requirements		How many dashboard to be developed in KMS. Please clarify.?		Wipro	Proposed KMS solution will have dashboards as follows: 1. NeGD 2. DeITY 3. Each department/MMP of central & state * This is an indicative list.
30	General	General		What are the web services and there count that need to be rendered on the KM portal from the external systems? Is there any web services based integration reured with external systems (gov / Deity existing system etc)		Wipro	The successful bidder in consultation with service providers of other systems evolve the benchmarking standards for integration.
31	General	General		How many internal and external users will be using the system? Specify their numbers please and concurrency?		Wipro	Please refer to section 4.5.5.2.2. titled as "Scalability"
32	General	General		What are the functionalities to be accessed by intrnal/external users?		Wipro	The functionalities to be accessed will be based on the different level of privilege assigned.
33	General	General		Is there any existing User repository in place like LDAP/AD?		Wipro	Minimal repository is available in various forms
34	General	General		Is there a need for User Migration from existing repository?		Wipro	Minimal repository is available in various forms
35	General	General		Does the currently NeGD have any existing SSO solution? Or we need to propose the same ?		Wipro	Successful bidder in consultation with service providers of LMS, PMIS etc evolve the SSO Solution. The successful bidder need to evolve the benchmarking standards for integration of other systems like LMS, PMS, HRMS etc
36	General	General		How are external users to be Authenticated? Can you please confirm whether we will have registration provision or require any other integrations. Please clarify		Wipro	Currently the scope is for internal users only.
37	General	General		How many environments need to be built? Dev, Staging, Prod, DR, Pls confirm		Wipro	One thousand to Eight thousand concurrent users
38	General	General		Does the Cloud environment suggested will be for all the environment or only for the DC. Please clarify		Wipro	Primarily for Data Centre, preferably Tier III compliance.
39	General	General		Is there a need for content migration?		Wipro	The Existing Content need to be migrated to the proposed KMS. And also the as part of the Exit Management the Data Migration plan need to be submitted by the vendor.
40	General	General		How many departmnts/ Sub Organizations' content needs to be cretaed? Required for the high level understanding of the required taxonomy?		Wipro	To be discussed with the successful bidder
41	General	General		Is there a preferred Platofrm for the portal -- J2EE/Microsoft/ Pls confirm		Wipro	No preferences
42	General	General		Is there a need for developing HTML content ?		Wipro	Depends upon the learning curve from phase 1 implemetation
43	General	General		Does the org have any UI templates etc defined already? Or need to be developed?		Wipro	Need to be developed in consultation with NeGD
44	General	General		Will intranet users access the other applications through the KM portal? If so, will they be redirected to the appropriate App interfaces through SSO or a separate UI to be defined and callouts to Apps made from this UI?		Wipro	Successful bidder in consultation with service providers of LMS, PMIS etc evolve the SSO Solution. The successful bidder need to evolve the benchmarking standards for integration of other systems like LMS, PMS, HRMS etc
45	General	General		Is there a need for portal Analytics?Pls share the nature of reports expected?		Wipro	It has to be an integral feature of proposed KMS solution within the scope of RFP
46	General	General		How many reports to be generated? Who will access these reports- external users, Internal business users?		Wipro	Suggested reports to be developed in the proposed KMS are Knowledge objects submitted, published, user logs, ratings, downloads, replication etc. The list is indicative only, however, the essential analytics are to be part of proposed KMS solution.
48	30	5.2		Request you to please accept authorized signatory certified letter as proof of work completion	NDA signed with customers for confidentiality of the documents	Wipro	Remains unchanged
49	30	5.2 Point 2		Request you to please modify the positive net-worth clause to profitability criteria.	So that the companies who have been running profitable business compete.	Wipro	Remains unchanged
50	30	5.2 Point 3		Request you to please append to the criteria of KMS design/ development/ implementation organization, IT design design/ development/ implementation organization	Since an organization might be IT services organization but might have developed several KM portals	Wipro	Accepted
51	30	5.2 Point 4		Request you to kindly modify the criteria as 1.5 crores from KMS projects or an integrated project with total contract value greater than INR 10 crores of which KM portal was also implemented	Since an organization might have done several KM portals as part of integrated projects owing to which division of revenue from KM Portal may be deifficult to establish	Wipro	Please refer Addendum/Corrigendum issued by NeGD in this regard

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52	26	4.5.6.6		Total Duration of the Project is not clearly stated. Please get clarity	Delivery Stages mentioned at point A and B of the section are not clear - both mention 90 days period which is confusing.	TCS	Phase I to be completed within 90 days on issuance of the purchase orders. On completion of the Phase I, the successful bidder in close coordination with the NeGD must complete the Phase II covering all the knowledge hubs in the DeitY within 6 months i.e. 180 days from the issuance of the purchase orders. On completion of the Phase II, the successful bidder in close coordination with the NeGD must complete the Phase III covering all the knowledge hubs in the Central/State MMP's and other eGov projects within 9 months i.e. 270 days from the issuance of the purchase orders.
53	36	6.12		Please check if we are allowed to modify prices in case bid validity period is extended	EMD shall be forfeited if prices increase for extended bid validity period. Normally when bid is extended the submitted commercial bid is not opened if a new commercial bid has been asked for.	TCS	Remains unchanged
54	36	6.12		EMD is required to be submitted for 1 year. Also, for successful bidder, PBG of 10% value total deal value is to be submitted.	EMD validity should be limited to 120 days of bid validity	TCS	Remains unchanged
55	46	9.2		1. Do you have specific content for the specific clauses mentioned under cl-9.2? The content of the agreement should be defined at the bid stages itself or should be mutually agreed at later stages.	1. Agreement need to contain mutually agreed content for the clauses mentioned in the Cl-9.2	TCS	As per the Model RFP Templates and Guidance Notes issued by DeitY
56				2. DO you have any standard format for the Agreement?	2. Work Order to be issued by the Client shall not contain any Legal terms and conditions. It should be restricted to the operational and commercial terms. And Work Order should refer and apply the Proposal submitted by the Service provider.	TCS	As per the Model RFP Templates and Guidance Notes issued by DeitY
57				3. Work Order should not contain any legal terms and conditions.		TCS	Not relevant
58				4. Agreement need ALSO contain the following clauses along with other clauses:	details of each clause should be mutually agreed or NeGD should provide a contract document at this stage.	TCS	Not considered
59				i) Limitation of liability under the Agreement along with disclaimer of indirect damages and losses		TCS	Please refer Addendum/Corrigendum issued by NeGD in this regard
60				ii) Acceptance Procedure including Deemed Acceptance provision.		TCS	Not considered
61				iii) Change Control Procedure.		TCS	As per the Model RFP Templates and Guidance Notes issued by DeitY
62				iv) Indemnity and Warranty by NeGD		TCS	As per the Model RFP Templates and Guidance Notes issued by DeitY
63				5. Bidder has standard formats for Project Services Agreement, shall we propose one such Format in reply to this clause???		TCS	Accepted
64	48	9.4		This section has one clause to provide Prices inclusive of all taxes. And it also states that no additional amount will be paid in excess of quoted prices.	We are ok to provide prices inclusive of all taxes however any increase, decrease and/or introduction of new taxes has to be borne by the customer.	TCS	In case of any variation in the tax rates by the Govt. of India, the successful bidder is required to make a representation to the competent authority of NeGD with proof of variation in tax rate, and the decision of the competent authority of NeGD is final and binding. the successful bidder also needs to show the tax rates separately in the financial bids.
65	48	9.4		1. Please enumerate Fair Trade Practices?	1. The term "Fair Trade Practices" is not defined anywhere in the RFP.	TCS	Fair Trade Practise defined as a business partnership, based on dialogue, transparency and respect, that seeks greater equity in business relationship. It contributes to sustainable development by offering better business conditions to, and securing the rights of both parties and other stake holders, who are engaged actively in supporting the changes in the practice of e-governance.
66				2. Any new or additional taxes imposed by the government shall be to the account of the NeGD and service provider shall be paid or reimbursed of the same by the NeGD	2. Additional or new taxes for the work done under this RFP need to be paid extra by NeGD	TCS	In case of any variation in the tax rates by the Govt. of India, the successful bidder is required to make a representation to the competent authority of NeGD with proof of variation in tax rate, and the decision of the competent authority of NeGD is final and binding. the successful bidder also needs to show the tax rates separately in the financial bids.

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67	48	9.6		1. Agreement to be executed between NeGD and Service Provider need to contain MUTUALLY agreed clauses and mutually agreed terms and conditions	Agreement need to contain mutually agreed terms and conditions.	TCS	Remains unchanged
68	49	9.7		1. No indemnity shall be given for open source software.	NO indemnity for open source software.	TCS	Agreed provided the solution developed comply with security features certified by competent authority
69				2. For closed source software i.e. COTS(commercial of the shelf) software indemnity will be as per the license agreement/EULA of the third party licensor or owner of the software		TCS	Please refer Addendum/Corrigendum/Minutes of Pre-bid Meeting issued by NeGD in this regard
70				3. Indemnity protection is given against direct liabilities, damages, costs and expenses associated with any such claim or action brought against NeGD on account of IPR infringement claims or actions or suits. And not for any losses, deficiency services or breach of contract terms.		TCS	Remains unchanged
71				4. Indemnity clause shall contain standard exclusions.		TCS	As per model RFP template issued by DeltY
72	51	10.2-GCC		1. Confidentiality clause need to be include protection for service provider information / bidder information.		TCS	The Possible Inclusion will be considered at the time signing the contract with succesful bidder.
73				2. There shall be time limit for the confidentiality obligation i.e. one (1) year after termination or expiry of Agreement.		TCS	The Possible Inclusion will be considered at the time signing the contract with succesful bidder with due clearance of legal/finance.
74	53	10.6		Termination right for Bidder need to be provided as well.	Bidder need to have termination right.	TCS	Not considered
75	56	10.13		1. This clause need to contain the standard SLA exclusions.	Standard exceptions and exclusions for SLA and Uptime need to be added.	TCS	Not considered
76				2. This clause need to contain the exceptions for uptime/Downtime commitment.	Penalty amounts need to be reduced.	TCS	Not considered
77				3. Overall penalty cap shall be reduced to one(1%) percent of the delayed portion of the contract value		TCS	Not considered
78				4. individual event penalties shall be 0.5% of the delayed portion of the contract value per week of the delay		TCS	Not considered
79	58	10.13		The response and resolution time is given in hours/ minutes instead of business hours/ business minutes.		TCS	Not considered
80	58	10.13		Define Critical, Urgent, High and Medium		TCS	Critical- Product does not function at all or crashes; the wrong results are generated; further testing of the application is not possible Urgent- Anything that requires a change to be made immediately, bypassing the change control process temporarily High- Problem adversely affects product functioning, but a workaround is available; user will be annoyed; serious usability impairment; problem blocks some testing Medium- Cosmetic problem, usability improvement, unclear error messages; user can live with the problem (default)
81	58	10.14		Extra working Hours by the personnel of the Service Provider on week days or holidays or after business hours shall be charged EXTRA.		TCS	Already Clarified in the RFP and no modification is warranted.
82	60	11		1. Clause ensuring timely payments by NeGD need to be included which would contain late payment interest and withholding of services by the Service Provider for effective administration. Credit period of 30 days and interest @1% per month thereafter.	Clause to ensure timely payments need to be included.	TCS	Prompt payments will be made subject to necessary clearances
83				2. New or additional taxes applicable for the services provided under this Agreement need to be borne solely by NeGD.		TCS	in case of any variation in the tax rates by the Govt. of India, the successful bidder is required to make a representation to the competent authority of NeGD with proof of variation in tax rate, and the decision of the competent authority of NeGD is final and binding. the successful bidder also needs to show the tax rates separately in the financial bids.
84				3. Individual Penalty for an event shall 0.5% of the delayed portion of the contract per week of delay subject to a maximum of 1% of the delayed portion of the contract value		TCS	Remains unchanged
85	60	11		Payment terms - kindly provide Payment terms on monthly billing for Cloud hosting, Amc and support services including help-desk.		TCS	Not considered

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86	60	11		Terms of Payment are not clear. For few milestones, it is % of total cost and for few it is % of Implementation cost. If we divide milestone value basis this, total value is not aggregating to 100% of deal value	Please ask customer to specify this clearly.	TCS	Please refer Addendum/Corrigendum issued by NeGD in this regard
87	61	11		AMC Period is different in Section 11 and 4.5.5 on Page number 20. At one place, it is 12 months and another section it is 24 months	Please confirm the exact AMC period	TCS	Please refer Addendum/Corrigendum issued by NeGD in this regard
88	62	11		Please specify the criteria to assess whether delay is attributable to TCS or not.	For any delay in completion of any of the above deliverables beyond Mar'17, 10% penalty of Total Project Cost would be levied for completion of the deliverable beyond that timeframe as agreed during the Project plan submitted by the Bidder	TCS	At the discretion of competent authority of NeGD subject to proper evaluation of cause of action amount to delay in implementation
89	63	12.1		Change Order is initiated to assess the impact on the time schedules and the costs associated with it. Hence change order will be implemented by service provider only if NeGD agrees for such change in cost and time.	Purpose of Change order is to assess and recommend to NEGD the impact of the change in terms of time and costs and such change order will be implemented only if NeGD Agrees for change in costs and time associated with it. Change orders cannot be implemented free of cost or without any costs.	TCS	This suggestion of change of query will be considered at the time of signing contract with successful bidder.
90	64	12.2		Knowledge transfer and the information that is to be handed over or shared with NeGD or its agents is strictly subject to the information security and safety policies applicable as per the Service provider organization.		TCS	Not considered
91	70	Anne II		EMD is mentioned as 20 lacs. Please clarify the amount	In section 6.12.....it is mentioned as Rs 10 lacs. Kindly clarify the correct amount.	TCS	Please refer Addendum/Corrigendum issued by NeGD in this regard
92	76	Anne V		Why B.Tech is required for L1 Helpdesk ?	L1 helpdesk may be only for Admin role and graduates might be suffice. Having people with B.Tech may add to the cost.	TCS	Please refer Addendum/Corrigendum issued by NeGD in this regard
93	30	5.2.4		1. Whether Portal Development projects covering 50% of KMS features could also be considered in the Pre-Qualification 2. Whether Inhouse KM Development Projects also to be considered in the pre qualification - KMS features 3. Turn over required for three years or Four years		Velocis System	1. Total IT solution having KMS as one of the key component, comply with atleast 50% of the features mentioned in section 4.5.4 in this RFP. 2. Please refer to the corrigendum issued. 3. Turn over required for each of the last three financial years.
94	30	5.2.5		Clarification required Phase Completion of projects		Velocis System	Phase I to be completed within 90 days on issuance of the purchase orders. On completion of the Phase I, the successful bidder in close coordination with the NeGD must complete the Phase II covering all the knowledge hubs in the DeITy within 6 months i.e. 180 days from the issuance of the purchase orders. On completion of the Phase II, the successful bidder in close coordination with the NeGD must complete the Phase III covering all the knowledge hubs in the Central/State MMP's and other eGov projects within 9 months i.e. 270 days from the issuance of the purchase orders.
95	43	8.3.2		CMMI Level certification specially for KMS / KMS projects	It should be only CMMI level 3 or 4 or 5	Velocis System	software companies certified with CMMI Level 3 & above
96	15	4.5		preference shall be given to Open Source Software (OSS)	Request to make it neutral and no preference to be given to OSS. Bidder should be free to choose OSS or CSS. CSS provides various benefits related to OEM support and continuous development with a proper roadmap. This would ensure future readiness for this initiative.	Velocis System	As per GoI policy, Open Source Programmes and platforms are preferred. NeGD/ DeITy is bound by directives issued by the Government of India. NeGD is open for both Closed Source Software (CSS) and Open Source Software (OSS) but the finality will be based on the broad guidelines issued by the GoI
97	18	4.5.4		Flexible - The system must be designed in a flexible manner so that additional categorization fields can be added in future, as and when required	Additional categorization can be done if form of keywords also, request to please include the same for proper content categorization at runtime and improve search.	Velocis System	The bidder can provide the additional features which carries considerable weightage in technical evaluation.
98	18	4.5.4		Portal capabilities, for use as intranet	Does this mean that content based intranet with CMS capabilities will need to be developed	Velocis System	This functionality refers to proposed ecosystem wherein the other systems like eOffice, PMIS etc works as an intranet. The proposed KMS should support such intranets defined.
99	18	4.5.4		Converting tacit knowledge into shared knowledge resources	Request to please include key capabilities which help in this conversion, like, blogs, wikis, ideation blogs, discussion forms, Activities & Communities.	Velocis System	Please refer Addendum/Corrigendum issued by NeGD in this regard
100	18	4.5.4		Create restrictions by user or page	Please explain in more detail	Velocis System	Please refer to section 4.5.5.2.10 titled as "Administration and Access Management"
101	19	4.5.4		Integrates websites, support forums, and mobile based applications.	what is the approx number of users using this mobile based application.	Velocis System	Please refer to section 4.5.5.2.2. titled as "Scalability"

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102	19	4.5.5.2		KMS shall be compatible and compliant with standards like SCORM 1.2, LTI 2.0, SCORM 2004, Xapi	These are all learning management solution (LMS) system standard and not related to KMS. Request removal of these as this might favour a bidder/OEM.	Velocis System	A detailed framework needs to be developed in consultation with LMS vendor. NeGD is open for Dublin Core or MARC 21 that serves as a common data model for integrating metadata from various autonomous and heterogeneous data sources. Further Please refer Addendum/Corrigendum issued by NeGD in this regard
103	22	4.5.5.2.2		Handle a minimum of 1000 Users for phase I Support at least 500 concurrent sessions	Request to please clarify maximum concurrent active sessions which the system should be able to scale to.	Velocis System	Please refer to section 4.5.5.2.2. titled as "Scalability"
104	23	4.5.5.2.2		Can be serviced as Software as a Service (SaaS)	SaaS offerings are generally not too customizable, request you to please remove this clause.	Velocis System	Remains unchanged
105					1. Our submission is that organizations who have quite deeply imbibed KM as an internal practice, might not necessarily be the Core IT companies and companies not into core IT will not have CMM certification as required. But the companies having proper processes in place are supposed to have ISO 9001:2000 certification. Moreover, RFP components have IT more as an enabling function rather than a core function, but the requirement of CMM certification just restricts to IT companies only. 2. Also this being an end-to-end solution entailing techno-functional components, we will necessarily have to coordinate with various partners to provide the solution. So our humble request that to give equal chance to IT and non-IT companies, the requirement should be changed to either CMM level 3 OR ISO 9001:2000 certification. 3. In case this condition cannot be relaxed, at least consortium partnership should be allowed to ensure fair competition.	VFS Global	1. Remains unchanged(ISO 9001:2000 certification is not relevant to KMS development and implementation) 2. Remains Unchanged 3. No consortium will be allowed as per the policy of the GoI
106				The RFP has clubbed several domains like Learning Content Management System (LCMS), Instructional Design in Content Management, Content Authoring and KM in section 4.5.4. As per our understanding separate RFPs for Content Development and LMS systems have already been floated by NeGD. What is it in addition to that is expected from the KM Developer?		VFS Global	LMS is part of the proposed ecosystem. In practice KMS & LMS are collocated for operational purposes.
107				The model of Knowledge Discovery has evolved from the IRSA model and several components of BSC have become integral. This RFP does not specify the workflows that imbibe all these concepts. Is it assumed that an IT Development Company will bring in these concepts through their systems? Or is it that NeGD have already internalized such practices?		VFS Global	NeGD has already internalized certain practices in consultation with successful bidder will be finalized.
108				What is the framework of authentication of Tacit Knowledge components?	To our experience this being a tricky area in KM, its validation rules are derived from the framework.	VFS Global	NeGD has sample framework to capture tacit knowledge and will be shared with successful bidder.
109				At which level should Communities be designed? Is it simply at the level of Communities of Interest or there has to be a graduation from there to Communities of Practitioners to Communities of Commitment whereby each community is to deliver certain results and they are linked to Project/ Programme Objectives?	A simple chat portal as per our experience degenerates after the first few months and the contributions may become stale.	VFS Global	Details will be shared with successful bidder.
110				Is there a model of Change Management in terms of sensitization already in place especially with the MMP Departments? The diagram given is too generic to convey a specific direction.		VFS Global	Details will be shared with successful bidder.
111				Since the construction of a Digital Library forms a key component of a KMS what is the standard (DUBLIN or others?) that is envisaged to be followed, given that interoperability is central?		VFS Global	NeGD is open for Dublin Core or MARC 21 that serves as a common data model for integrating metadata from various autonomous and heterogeneous data sources. Further Please refer Addendum/Corrigendum issued by NeGD in this regard
112				There isn't any mention of an auditing framework by means of which the efficacy of the Programme may be evaluated in the light of the objectives laid down. Our submission is if we could have an idea of the audit structure it may be grossly beneficial at both ends.		VFS Global	Suggestion accepted. Will be shared with the successful bidder.

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113				<p>We need to have a little more clarity on the indicative Framework (Page 17). Though it is indicative (as has been rightly pointed out) it must have emerged from some internal thought process.</p> <p>a) Capture – Please explain what is to be captured? Is it the explicit knowledge Bases or the Tacit ones resident, or both? In case of the former has the classification been done? Have they been linked to roles for Knowledge Seekers? How are they to be captured? For Tacit Knowledge (Please refer to Point 5) what is the work flow of authentication?</p> <p>b) Enhance – Kindly explain what does this mean? Is it on the basis of version control as has been mentioned in the RFP? If an enhancement of a Knowledge Asset in terms of Contribution is done who and how will it be vetted? Is it essential that enhancement has to follow the Capture Stage?</p> <p>c) Collaborate – Enhancement can be a result of collaboration, which means logically collaboration should precede enhancement. But then everything that is captured may not be collaborated on since almost about 70% of the content will be used for reference purposes.</p> <p>d) Apply – What is to be applied?</p> <p>e) Preserve – Capturing results in preserving. What is this preservation referring to?</p>		VFS Global	Details will be shared with successful bidder.
114	19			Migration tool (if required)	What is the existing tool from where the migration is required?	Microsoft	To be discussed with the successful bidder
115	19			Live Chat	Do we need live chat with internal users? What all capabilities required in Chat	Microsoft	Yes we require live chat. Requisite capabilities will be discussed and finalized with successful bidder
116	19			Story telling	Need more elaboration on Story Telling. What needs to be done in Story Telling	Microsoft	Storytelling can be used share tacit knowledge for the benefit of the whole organization. Storytelling is a powerful tool for binding a community managed by technology in terms of the key takeaways and learnings from the stories.
117	20	4.5.5. KMS Functional & Technical Specifications		As per mentioned in the RFP, "KMS source code is the property of NeGD and must be handed over to the NeGD". We understand that the source code of the customizations done for this project would be shared with NeGD, however the source code of the COTS product/platform shall be shared with NeGD under an Escrow agreement. Please clarify this		TechMahindra	Please refer Addendum/Corrigendum issued by NeGD in this regard
118	30	5.2 is an agency/firm with KMS design/development/implementation		SI may be doing lot of work where KMS is just a part. Please confirm if this is the understanding		TechMahindra	Please refer Addendum/Corrigendum issued by NeGD in this regard
119	30	5.2 The bidder should have annual revenue / turnover of minimum Rs. 1.5 Crores from KMS / KMS similar projects** for each of the last three financial years (FY 2013-14, 2014-15, 2015-16).		KMS is just a part of over all project for SI's like us. Get this certified by CA for specific scope and value would be cumbersome since projects are done in several part of the world. Can we provide an undertaking in this place? Providing PO's may be difficult for NDA reasons. Can NeGD have a different stance to this criteria.		TechMahindra	Remains unchanged
120	30			Can references from partners be used whose product would be integrated in overall project?		TechMahindra	Not accepted
121	42	8.3 Technical bid evaluation		Since project involves COTS vendors, Cloud services provider and SI would the certificates on KMS projects would be primarily from main SI only or partner references and certificates too can be referred to?		TechMahindra	Main SI only and Single SI would be responsible for overall project. Only certificates on KMS projects executed by prospective bidder will be considered.
122		General		Would Sub contractor be allowed in overall framework or consortium bid. Or single SI would be responsible for overall project.		TechMahindra	No consortium, sub contractor will be allowed as per the policy of the GoI. Single SI would be responsible for overall project