



# National Intelligence Grid (NATGRID)

Ministry of Home Affairs, Govt. of India

1<sup>st</sup> Floor, Shivaji Stadium Annexe, Connaught Place,  
Shaheed Bhagat Singh Marg, New Delhi - 110001

Tender ID: 2019\_NATGR\_432543\_1

Issued date: 18.01.2019

Tender title: EOI for Selection of System Integrator (SI) for NATGRID Solution Design, Development, Implementation & Support Services

Tender reference No.: 21011/10/2015-PMU(Pt)

## Corrigendum-2

A. The clarifications/response to various queries raised by prospective bidders at pre-bid meeting stage are as under:

| S. No. | Clause No.            | Clarification Sought  | Response/Clarification/Corrigendum  |
|--------|-----------------------|---|---|
| 1      | Section 2<br>2.3(i)   | What is preferred mode of scaling? Horizontal or vertical?  | Details will be shared in the Request for Proposal (RFP) stage with the shortlisted and security cleared bidders. |
| 2      | Section 2<br>2.3(ii)  | areas within analytics include predictive analytics, prescriptive analytics, enterprise decision management, descriptive analytics, cognitive analytics, Big Data Analytics, retail analytics, supply chain analytics, store assortment and stock-keeping unit optimization, marketing optimization and marketing mix modeling, web analytics, call analytics, speech analytics, sales force sizing and optimization, price and promotion modeling, predictive science, credit risk analysis, and fraud analytics etc. Please let us know what kind of analytics have to be incorporated while developing solution? | Details will be shared in the RFP stage with the shortlisted and security cleared bidders.                        |
| 3      | Section 4<br>- 4.1(6) | Please consider CMMI Level 3 or above certification   | No Change.  |
| 4      | General               | Please confirm whether consortium is allowed.   | Consortium is not allowed.  |
| 5      | General               | It is requested to allow for bidders to participate as a consortium as multiple competencies are required for successful implementation of the project  | Consortium is not allowed.  |

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| 6  | General                    | It is requested that sub-contracting for domain specific activities may be allowed. Wherein the sub-contracting partner brings in the desired niche capabilities which are primarily not available with the SI for the successful implementation of the project. Recent RFPs like CBDT, FIU have also stated requirements for Sub-contracting   | No change. Further details will be shared in the RFP stage with the shortlisted and security cleared bidders.  |
| 7  | General                    | It is requested that a certification by Authorized Signatory of the Firm may also be considered as we are a LLP firm and do not have Company Secretary within the firm  | In case of LLP or partnership firm, the documents requiring signature of Company Secretary can be signed by authorised partner of the LLP/ partnership firm. The partnership deed showing the signatory as one of the partners needs to be furnished.  |
| 8  | General                    | It is requested that the documents required may be amended to the certificate of registration/ conversion to LLP  | Documents required in point (i) of section 4.1(1) i.e. Legal Entity have been asked with "OR". In case of LLP, applicable Partnership Agreement/ Partnership Deed (partnership deed showing the signatory as one of the partners) needs to be furnished. Please share certificate of registration/ certificate of conversion to LLP. |
| 9  | General                    | Please confirm if Projects where bidder has worked as a <b>consortium partner</b> can be submitted allowed.   | Projects where bidder has worked as a consortium partner will not be considered under prequalification criteria (clause 4.1)-Sl. No. 5.  |
| 10 | Section 4 - 4.1(Sr. No. 4) | It is requested to reduce the minimum annual sales turnover to at least 200 cr from Software System Integration and related operations  | No change.   |
| 11 | General                    | Please clarify, if the bidder would continue to own the intellectual property and the confidential information provided in the bid submissions?<br><br>Request you to please clarify, if the bid submissions be reproduced for Client's internal consumption only and would not be shared with any 3rd party external agency?<br><br>Request you to please clarify, if the Client would provide equal protection to Bidder's confidential information and Bidder's intellectual property. | Documents/details submitted as a part of bid response shall become the property of NATGRID and will be used for internal consumption for the purpose of deciding the outcome of the bidding process.   |
| 12 | Section 2                  | We request for further clarity on the scope of work to be assumed under the current opportunity. Request you to please confirm if requisite infrastructure (environment - including hardware & software) for provision of services would be provided by the Client at its own cost?   | Please refer clause 2.3(iii), 2.4 and 2.5 of EoI. Further details will be shared in the RFP with the shortlisted and security cleared bidders.   |
| 13 | Section 2 - 2.8            |   | No clarification sought  |
| 14 | Form 1                     | Request you to please clarify whether the clarifications sought would form part of bidder's submission. It is our assumption that the Parties will mutually agree on contractual terms for provision of services.   | Any clarification/corrigendum issued will be construed to be a part of EoI document. Further details will be shared in the RFP stage with the shortlisted and security cleared bidders.  |

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| 15 | Form 10 - Clause No. 6 | It is our assumption that the prices quoted to each client depends on their unique requirements for e.g. deal size, complexity, scope of work and other market dynamics, therefore guaranteeing best price clause may not be possible. Hence request deletion of this clause.  | No change.  |
| 16 | General                | Bidder requests to extend the submission deadline to 28.02.2019  | Please refer to the corrigendum.  |
| 17 | Section 2 - 2.2        | What Advanced Analytics Features are required for the system?  | Details will be shared in the RFP stage with the shortlisted and security cleared bidders.      |
| 18 | Section 2 - 2.2        | IS there any preferred tool for Adv. Analytics?  | Bidder may share the inputs as per Form 8 of EoI.   |
| 19 | Section 2 - 2.2        | What is the size of Data?  | Details will be shared in the RFP stage with the shortlisted and security cleared bidders.      |
| 20 | Section 2 - 2.2        | How many Advanced Analytics Models have to be built?   | Details will be shared in the RFP stage with the shortlisted and security cleared bidders.      |
| 21 | Section 2 - 2.2        | How many reports/Visualization Dashboards to be designed/created?  | Details will be shared in the RFP stage with the shortlisted and security cleared bidders.      |
| 22 | Section 4              | Please relax the following criteria<br>i) One project of minimum <b>100 Cr. (instead of 120 Cr)</b><br><b>OR</b><br>ii) Two projects of <b>60 Cr each (instead of 80 Cr)</b><br><b>OR</b><br>iii) Three projects of <b>min 40 Cr each. (instead of 60 Cr)</b><br><br>iv) Each of the projects must have been <b>completed in last 7 years (instead of 5 years)</b> from the date of release of EOI<br><br>v) ii) Implementation of Business Intelligence and Analytics /Big Data Analytics solution covering at least two of the following areas : Pattern identification, Entity Resolution, Link Analytics, Predictive Analytics, Real time analytics involving " <b>high</b> " data volume <b>remove (of the order of terabytes).</b> | No change.  |
| 23 | Section 2 - 2.7        | Any changes in the requirement after SRS is frozen will be mutually discussed and costing will be finalized accordingly. Request you to kindly modify the clause.  | Details will be shared in the RFP stage with the shortlisted and security cleared bidders.      |
| 24 | Section 2 - 2.8(IPR)   | <b>Please add this clause</b><br>"The Intellectual Property Rights in all Pre Existing Work shall remain vested in the owner/Bidder of such rights. IPR of the newly developed software/customized software shall be with the Natgrid. <b>Please modify.</b> The documents created during the course of this project, and IPR related to this project and its scope of work (bespoke development) vests solely with the <b>FCI.</b> Pre-existing work: All intellectual property rights existing prior to the Effective Date of the Contract shall   | The clause is self-explanatory. Further details will be provided in the RFP stage as necessary. |

belong to the Party that owned such rights immediately prior to the Effective Date. Subject to the foregoing, **Natgrid will also have rights to use** and copy all intellectual property rights, process, specifications, reports and other document, drawings, manuals provided or used by the Selected Bidder as part of the Scope of Works under the Contract for the purpose of the Contract on non-exclusive, non-transferable, perpetual, royalty-free license to use basis. Residuals:

**In no event shall Selected Bidder be precluded from independently developing for itself**, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, Selected Bidder shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

General Intellectual property rights Clause from Legal:  
Intellectual property rights:  
All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Selected Bidder's proprietary products or components thereof **any development carried out by Selected Bidder** thereto in the course of providing services hereunder, including customization, enhancement, interface development etc. shall remain the exclusive property of Selected Bidder and Natgrid shall not acquire any right title or interest of any nature therein except to the extent provided herein. Selected Bidder shall however grant in favour of Natgrid the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder. The foregoing license does not authorizes Natgrid to (a) separate Selected Bidder pre-existing IP from the deliverable/software in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Selected Bidder pre-existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Selected Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Selected Bidder pre-existing IP.

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|    |  | All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Selected Bidder's licensor and Natgrid shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.   |  |
| 25 | Section 3 - 3.19                             | <p>Please modify as suggested " Without prejudice to the rights of NATGRID under Clause 3.16.2 hereof, if a bidder is found by NATGRID to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, such bidder's response shall be declared as non-responsive."</p> <p><b>Remove</b><br/>and shall not be eligible to participate in any tender issued by NATGRID during a period of 2 (two) years from the date such bidder is found by NATGRID to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.</p> | Clause remains unchanged.                                      |
| 26 | Section 4 - 4.1 (4)                          | <p>Request you to modify this clause as follows :</p> <p>Annual Sales Turnover from Software System Integration (Application development/ design/ customisation, maintenance , training , <b>consulting</b> , <b>security service</b> , <b>managed service</b> for a Software solution) related services during last three financial years (2015-16, 2016-17 and 2017-18) should be at least ₹ 800 Crores</p>  | No Change  |
| 27 | Form 5 - (at 5C):<br>Project Citation Format | <p>We could provide the cost of offering service for</p> <p>(i) Software Development Lifecycle including design, development, implementation, with or without maintenance</p> <p>And</p> <p>(ii) Implementation of Business Intelligence and Analytics / Big Data solutions.</p> <p>But we could not provide segretaion of cost of service for each applicable header - Pattern Identification , Entity Resolution , Link Analytics , Predictive Analytics , Real-time Analytics under "Implementation of Business Intelligence and Analytics / Big Data solutions" as in the fixed price project we are not maintaining the cost in that granular level. Hope this is</p>   | Please refer Form 5-Sl. No. 5 ('c') which is self-explanatory. |

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|    |                       | acceptable. Kindly confirm.  |   |
| 28 | Section 2 - 2.8       | Bidder is ok for the client to own the copyright in works of authorship that the bidder develops for Client under the Proposal. All COTS products (including bidder Products) will be on standard terms that the COTS provider provides. Bidder is ok to grant Client an irrevocable (subject to Client's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of any COTS products. Bidder retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of deliverables. | The clause is self-explanatory. Further details will be provided in the RFP stage as necessary.   |
| 29 | Section 3 -3.18 (iii) | Can we limit the applicability of the conflict of interest obligations with respect to relatives to the individuals who are directly engaged in this opportunity? Also, can we define as to what is meant by close business and family relationship?   | Clause remains unchanged.   |
| 30 | Form 1                | There will be certain challenges that we would like to incorporate in our EOI response. Thereby, could you please consider our request to make certain necessary changes to the EOI conditions?  | No clarification sought.  |
| 31 | Form 10               | Since NATGRID will be selecting the bidder through a competitive bidding process, the requirement of a fall clause may not be relevant since each opportunity will be varied and distinct. As far as access to our records are concerned, we will be willing to cooperate with any information request and provide access to books of account pertaining to the project envisaged under the RFP. While administering the Integrity Pact we assume that you will follow the principles of equity and natural justice. We look forward to your business.   | No change.  |
| 32 | Form 11               | a)We are a large organization with a shareholding distributed across. Can you exempt large companies from declaring shareholding of above 10%? B) As an organization with this magnitude of operations, we will have certain cases. However, we don't have any that will materially impact our ability to deliver to you. Can a declaration of this nature suffice?  | No change.  |
| 33 | General               | How will specifications for HW be framed? (The question arises as the SI is free to design the solution as they see fit)   | Please refer clause 1.3 of the EoI. Further Details will be shared in the RFP stage with the shortlisted and security cleared bidders.  |
| 34 | Section 4 - 4.2       | As policy with Mahindra Group , Power of Attorney (PoA) are only carried by very legal Counsellors , for participation in tender as Authorised Signatory , " <b>Letter of Authorization</b> " signed by Company Secretary is issued to employees of Tech Mahindra . Therefore, Instead of Power of Attorney, " <b>Letter of Authorization</b> " can be issued to bind the Tech Mahindra to the Contract. Hence, requested to please  | Please refer Form 2: Compliance Check List at sl. no. 10. Power of Attorney in favour of authorised signatory of the bid is required. However, the letter of authorisation in favour of authorised signatory for the Bid, must be furnished along with Power of Attorney delegating right to the issuing authority for giving |

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|  |  | accept " <b>Letter of Authorization</b> ".  | such authorisation.  |
| 35   | Section 4 - Sr.No.5 , Technical Capability | <p>(i) Only the successfully completed projects are asked to submit, we request to allow to submit the Ongoing Projects also.</p> <p>(ii) Only those project which have be completed in last 5 years are allowed, our request to please consider Completed or Ongong Projects of last 07 Years be allowed.</p> <p>(iii) Many projects are under NDA, for those projects which are under NDA, Self declaration by Authorised signatory should be considered using Form 5.</p> <p>(iv) Copy of Work Order with Client Certificate or Certification by CS having completed the project and the project having Gone Live using Form-5 is asked, our request is Self Certification by Authorised Signatory using Form 5 should be considered in place of CS Certification.</p> | The Form-5 is self-explanatory. As such, no change is required. Also, refer to clarification given at S. No. 7 for signatory details.  |
| 36   | Section 4-4.1                              | It is not feasible to extract exact revenues for Application development/ design/ customisation, maintenance and training for Software solution from the annual balance sheets and get it certified by Statutory auditor, as it is not accounted under such heads and for that it will require complete audit. However company secretary can certify that turnover from these areas is over 800crs. in the asked three financial years. Hope this is acceptable.  | Please see the corrigendum for revised format of Form 4 of EOI document at Page No.9 of Corrigendum-2.   |
| 37   | Section 4-4.1 (point 5)                    | According to this clause & Form 5 format, Minimum one project of 120 Cr is asked as total project value and the project should be covering Significant component as mentioned in i) & ii). Value of the significant component is to be mentioned in Form 5 but their is no threshold for the same. Pl. clarify that our understanding is correct.   | Understanding is correct.  |
| 38   | General                                    | Request to extend the submission date by two weeks  | No clarification sought. Can be considered.  |
| <b>Points raised during the pre-bid meeting:</b> |  |   |  |
| 39   | S. No. 4 of Para 4.1 under PQC i           | Whether the Annual Sales Turnover requirement of at least Rs. 800 Cr. during last three financial years stipulated at S. No. 4 of Para 4.1 under PQC is on cumulative basis for the said period?  | No. Annual Sales Turnover requirement is for each of the three financial years.  |
| 40   | S. No. 4 of Para 4.1 under PQC i           | The prospective bidders requested that while evaluating their technical capability [S. No. 5 of Para 4.1], the hardware component value in the past projects executed may also be considered by NATGRID.  | It was clarified that the scope of EOI for SI is for development of application software and related services only. Therefore, total project cost as well as cost of offered services has been asked from bidders in Project citation format (Form 5). Hence no change is required in EOI. |

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| 41 | S. No. 5 of Para 4.1 under PQC i | Prospective bidders also requested to clarify the interpretation of the terms “Completed project” and the projects having Gone-Live as mentioned under Technical Capability of PQC.  | It was clarified that the requirement at S. No. 5 at Para 4.1 is self-explanatory. It is clarified that the project completed in last five years (from the date of release of EOI) shall be considered for evaluation i.e. <i>“Each of the projects must have been completed in last five years (from date of release of EOI) and should have significant component...”</i> and also that keeping the possibility of such projects which have gone live and are in operation and maintenance phase, a provision is already present in the Clause allowing these being considered for evaluation of bidder’s technical capability: i.e. <i>“Projects with similar scope where solution has gone live and project is in operation and maintenance phase shall also be considered.”</i> Hence no change as such is required in EOI. |
| 42 | clause 3.18(iii)                 | The Prospective bidders also expressed reservation about the practicality of implementation or adherence of the conflict of interest provision given in EOI. Their reservation was about inclusion of persons indirectly connected to with the bidding activity under the provision of clause 3.18(iii) of EOI. They were informed that the existing provisions have been drafted as per the CVC guidelines. | It was informed that the existing provisions have been drafted as per the CVC guidelines.  |
| 43 |                                  | Prospective bidders also requested that sufficient time of 21 days from publishing pre-bid clarifications may be facilitated as internal approval takes time in their organizations.   | <b>Please see the corrigendum-3.</b>   |

The aforesaid clarifications shall be treated as part of EOI document. All other terms and conditions remain unchanged.

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**B. The existing Form-4 of the EOI document stands replaced by the revised format as under:**

**[Revised format of Form 4 ]**

**Form 4: Financial Information (as per Audited Balance Sheets)**

This is to certify that as per their audited financial statements, the turnover, net worth and other required financial details of M/s \_\_\_\_\_ in last three Financial Years are as given below:

|  | 2015-16 | 2016-17 | 2017-18 |
|--|---------|---------|---------|
| Annual Sales Turnover (in Crores)  |         |         |         |
| Net worth ( in Crores)   |         |         |         |
| Profit After Taxes (in Crores)   |         |         |         |
| Whether Annual Sales Turnover from Software, System Integration and Related Services during the respective financial year is >= Rs. 800 Crore? | Yes/No* | Yes/No* | Yes/No* |
| Other Relevant Information   |         |         |         |

The copies of respective balance sheets are enclosed.

\*It is confirmed that I am/we are the statutory auditors / Company Secretary of M/s \_\_\_\_\_

< Statutory Auditor/ Company Secretary's Name with seal>

<Signature of Statutory Auditor/ Company Secretary>

**Name:**

**Date & Place:**

Note: The above certificate should be signed by the statutory auditor or Company Secretary of the bidder organization.

\* Strike out whichever is not applicable.

**(Note: Kindly see all clarifications/corrigendum on e-procurement website & read Bid Document carefully before submission of response. Also ensure that all documents are fully authenticated with Digital Signature of Authorized Signatory. )**