

Response to Pre-Bid Queries (TOR for Software Service Provider Of Digital Question Bank Management System)					
S.No	ToR Page no	ToR reference	ToR clause	Bidder's query/ suggestion	NISG's Response
1	Point No 10/ page 10/52		User Acceptance Testing (UAT), validations and certification will be done by an independent testing service provider and IA is expected to work closely with and support the UAT testing agency identified for successful UAT.	Request to kindly clarify, who whether the IA or the Testing agency will pay for the UAT setup and certain certifications.	UAT and CERT-IN are not in the scope of IA and hence IA will not pay for that.
2	Delivery plan/ phase-1/ point no 1/ Page 13/ 52		1. Question setters should be given with a web interface to enter curated questions in three different languages – Hindi, English and Urdu.	Initially it is mentioned on pg 4/52 that mcq will be in English and hindi whereas here it is said that web interface to have 3 diff languages, Hindi English and urdu, Kindly clarify.	Interface should support Hindi, English and Urdu.
3	Delivery plan/ phase-1/ point no 1/ Page 13/ 52		Regarding Trial version	What would be the mode of trial	Mode of trial will be in a trial environment set up by the IA. Trial will be via web access. One engineer from IA's project team is expected to be onsite for 5 working days, during the trial period.
4	Page no 17/52, Point no 6) d		Remote support desk to address incidents, queries or service requests logged by the users.	What is the size of remote help desk required to be setup for helping in supporting the user, not clear about the number of users	Number of users will be approx. 500 and usage of system will be on need basis. Concurrency is not expected to be high. 1 member helpdesk should be taken as a guideline for L1 support. L2 and L3 support will be on need basis for which IA shall make appropriate provision of resources.
5	Page no 17/52, Point no 6) f		Problem Management of the problems identified that may be due to defects in the software developed or unforeseeable scenario during development.	Kindly elaborate	This refers to L3 category problems that might need code level intervention in the software.
6	Page no 17/52, Point no 6) last para		IA will provide AMC with scope, terms and conditions, and SLA for post go-live support and maintenance for the full contract period.	By when the IA has to provide the AMC details regarding scope and terms and conditions	IA shall provide AMC as per scope, terms & conditions and SLA given in the ToR. Support phase and helpdesk shall start functioning immediately after declaration of go live for Phase I.

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7	Page 18/ acceptance mechanism		No work products, methodology or any other methods used by the IA should be deemed as proprietary and non shareable with NISG by the IA	Kindly elaborate	It is expected that the methodology followed by IA for implementation and support shall be shared with NISG for discussion and finalisation.
8	Page 7 of 52	Solution Approach	The system must be robust, modular and hosted in a highly secured and confidential Data Centre environment meeting the minimum criteria of Tier 3 as per TIA-942 standards. The site and location will be finalized after approval of NISG.	We are proposing our proprietary product solution which is hosted in our own Data Centre. We have Tier 4 and Tier 3 Data Centres which are Cert-In certified and have required ISO certifications. Please confirm if this is acceptable.	The solution is expected to be hosted at a facility to be hired by NISG separately for this project.
9	Page 10 of 52	Project Scope for the Implementation Agency (IA)	1) IA will be provided with requirements specification documents for overall understanding and will engage with NISG team upon starting the project to take detailed understanding of requirements. 2) IA will provide UX and UI design as wireframe and take concurrence from NISG team to develop the interfaces	We are proposing our proprietary Product Solution which has an existing UI/UX. A detailed demo of functionality will be given to NISG Please confirm if this is acceptable.	Product demo may be taken during technical presentation, however, changes in UI may be required for this project and IA shall customize the solution as per the requirement finalised with NISG.
10	Page 10 of 52	Project Scope for the Implementation Agency (IA)	3) IA may propose for the product already developed by them in this space, but should be willing to implement customizations as per the requirements of client.	We are proposing our proprietary Product Solution. Any customization to the solution will be mutually agreed and follow proper change request (CR) process. Please confirm if this is acceptable.	CR will be applicable only after Phase III go live and completion of warranty period. Whereas customization will be required during implementation phase. Bidders may make their own assessment based on requirements detailed in the TOR.
11	Page 10 of 52	Project Scope for the Implementation Agency (IA)	4) IA is expected to provide a design document conforming to the Solution Architecture approved by NISG.	We are proposing our proprietary Product Solution and the IPR is owned by us. As design document is our IP, we will not be able to share the same with NISG, however a detailed demo of functionality will be given to NISG. Please confirm if this is acceptable.	System design for addressing requirements of the ToR will be finalised by IA in consultation with NISG. Bidder will submit a Detailed Solution approach in their proposal.

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12	Page 10 of 52	Project Scope for the Implementation Agency (IA)	5) NISG will arrange for a different hosting partner and IA will be expected to work with them for deployment and application support.	We are proposing our proprietary product solution which is hosted in our own Data Centre. We have Tier 4 and Tier 3 Data Centres which are Cert-In certified and have required ISO certifications. Please confirm if this is acceptable.	The solution is expected to be hosted at a facility to be hired by NISG separately for this project.
13	Page 13 of 52	Delivery Plan – Phase 1	Delivery date of making this trial version available in the test environment for starting the trial by authorised users is latest within 3 days of LOA being issued to IA	Please consider that the timelines for delivery date to be confirmed after mutual discussion.	Timelines shall remain as specified in the ToR for the purpose of this bid process. Any request for change in the timeline shall be considered on case to case basis for a particular milestone during the project execution.
14	Page 16 of 52	Project Deliverables 1. Project Plan and Design	a. Provide documentation on overall design and System Requirement Specifications (SRS). The documents should be approved and accepted by	We are proposing our proprietary Product Solution and the IPR is owned by us. As design document is our IP, we will not be able to share the same with NISG, however a detailed demo of functionality will be given to NISG. Please confirm if this is acceptable.	System design for addressing requirements of the ToR will be finalised by IA in consultation with NISG. Bidder will submit a Detailed Solution approach in their proposal.
15	Page 17 of 52	Project Deliverables 4. Deployment and Go-Live	Completion of Cert-In certifications by an independent agency identified by NISG will be required for Go-Live.	Our Product Solution undergoes yearly Cert-In audits by government empaneled agency. These certificates can be shared with NISG. If there are any vulnerabilities found, service provider should be given time to fix the same before go-live. Please confirm if this is acceptable.	NISG will get the certification process done by an independent agency.

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16	Page 18 of 52	Acceptance Mechanism	A deliverable shall be deemed accepted only after NISG has received acceptance for the same from its client. NISG will formally communicate to IA in writing about the "Official" acceptance of the deliverable. Only after receiving such acceptance communication from NISG, the IA will raise an invoice for payment against those deliverables. Any queries about deliverables will need to be answered by the IA latest within 3 working days of submission of that query	As there is SLA of 3 days for IA to provide response withing 3 working days, we request similar kind of SLA, of 3 days, be there for end client also. As payment is linked to acceptance by end client, hence we request similar SLA for the end client as well.	NISG will complete its part of acceptance mechanism in 3 working days if a deliverable doesn't need any re-work by IA and will try to expedite the acceptance from its client.
17	Page 18 of 52	Acceptance Mechanism	The IA should note that as a part of requirement for this assignment, the IA will share with NISG all intermediate documents, drafts, reports, surveys, and any other item related to this assignment. No work products, methodology or any other methods used by the IA should be deemed as proprietary and non-shareable with NISG by the IA.	We are proposing our proprietary Product Solution and the IPR is owned by us. As design document, source code, architecture etc. are our IP, we will not be able to share the same with NISG. Only the Question Bank data will be shared with NISG. A detailed demo of functionality will be given to NISG. Please confirm if it is acceptable	ToR is not asking to share any pre-existing IP on any proprietary item. Necessary documents and information will need to be provided to NISG as asked for in the ToR.
18	Page 19 of 52	Terms of Payment	Addition	There is no mention of payment period from NISG to bidder. We suggest that all the invoices raised should be paid within 30 days after raising the invoice. If any invoice remains unpaid after the aforesaid period, Bidder shall be entitled to recover the unpaid invoices with interest of one percent (1%) per month calculated from the payment due date until the recovery is made in full with interest and/or suspend the Services.	NISG will have a back-to-back arrangement with its client and every effort shall be made to meet the payment timeline after a deliverable has been accepted and its client has released payment to NISG for a particular milestone.

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19	Page 22 of 52	Instructions for submission of Proposal	13. All the three proposals should be submitted in the given formats and signed on each page by the signatory authorized by the board of bidding agency.	We will be submitting all the declarations and FORMS digitally signed by the Authorized signatory. The last page of three files will also be digitally signed. However, the rest of the bid will be having company stamp along with the page numbers as per the Index of the technical bid document. Please confirm it this will be acceptable	ToR instruction will apply so bidder should comply with that.
20	Page 28 of 52	Proposal Evaluation & Selection Process	4. The successful agency who has been issued with a LOA is expected to furnish a Performance Bank Guarantee (PBG) for an amount which is equal to 10% of the contract value. This Performance Bank Guarantee has to be from any of the Nationalized Bank or Private Banks authorised by the Government to conduct Government Transactions	We request this clause to be changed to: The successful agency who has been issued with a LOA is expected to furnish a Performance Bank Guarantee (PBG) for an amount which is equal to 3% of the contract value. This Performance Bank Guarantee has to be from any of the Nationalized Bank or Private Banks authorised by the Government to conduct Government Transactions	3% is accepted.
21	Page 29 of 52	Annexure I: Pre-Qualification Criteria 3	Financial Information: Agency should have: i. a positive and increasing net worth during the last 3 financial years, as on 31st March 2023.	We request to please change this clause to: Financial Information: Agency should have: i. a positive net worth during the last 3 financial years, as on 31st March 2023.	"positive net worth" is accepted.
22	Page 29 of 52	Annexure I: Pre-Qualification Criteria 4	Experience: Agency must have successfully executed, during last 5 years as on the date of bid submission, at least 2 projects in the domain similar to this project, with at least one such project having a minimum order value of Rs. 1 crore	We use our proposed solution as integral part for conducting high stakes exams in India. We request to please consider the experiences where TCS iON CAE was used for creating/managing content for assessment. Please confirm if this will be acceptable	The Clause in the TOR remains unchanged.

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23	Page 32 of 52	Annexure II: Basic Contractual Terms	2. Contact details of Agency's directors, authorized signatory, and all project members, along with their latest photograph and ID & address proof, shall be submitted before commencing the project or signing the agreement, whichever occurs earlier.	As we need to comply as per GDPR regulations. The details to be mutually agreed between NISG and organization. Please confirm if this will be acceptable	NISG and IA shall comply with applicable regulations.
24	Page 32 of 52	Annexure II: Basic Contractual Terms	3. Any staff of Agency working on the project are subject to background check and the Agency is required to submit the report to NISG, as required time-to-time.	We hire staff after background check. However, once the associate is part of organization there are no frequent background checks. Please confirm if this will be acceptable	IA shall share the required information.
25	Page 32 of 52	Annexure II: Basic Contractual Terms	4. While every effort shall be made by NISG to pay the Agency for its services on-time as per the agreement however in case of any delay the Agency shall not stop its services unilaterally, as payment to Agency shall be subject to payment to NISG by its client.	NISG and organization can agree on terms and conditions mutually. Please confirm if this will be acceptable	NISG will have a back-to-back arrangement with its client and every effort shall be made to meet the payment timeline after a deliverable has been accepted and its client has released payment to NISG for a particular milestone.
26	Page 32 of 52	Annexure II: Basic Contractual Terms	Inclusion	We assume that the final contract would include necessary clauses relating to, Limitation of Liability, Representations and Warranties, Termination, confidentiality, IPR, Processing Norms etc. These clauses are also part of MeitY's model RFP. Please confirm if this will be acceptable	Yes. The understanding is correct.
27	Page 47 of 52	Annexure VII: Service Level Requirements Service Level Requirement (SLA_1): Delay in meeting of Milestones	1% for 30 days and 1% for every week thereafter and subject to maximum 10% of total contract value. In case of delay resulting in LD more than 10%, NISG reserves its right to cancel the contract without any payment to IA beyond that paid already.	Request to cap the liquidation damage to 5% of the Invoice value. Also, we request that all the invoices prior to cancelling the contract be paid in full to the bidder. Also, bidder should be allowed to raise invoice and paid in full for the work done between last invoice raised and termination of contract. Please confirm if this will be acceptable	The Clause in the TOR remains unchanged. However, payment if any pending for other deliverables that were already accepted in the past shall be made, subject to the client of NISG releasing the same to NISG.

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28	Page 48 of 52	Annexure VII: Service Level Requirements	Service Level Requirement (SLA_2): Help Desk Resolution Time	Request to cap the liquidation damage to 5% of Invoice value	The Clause in the TOR remains unchanged.
29	Page 49 of 52	Annexure VII: Service Level Requirements	Service Level Requirement (SLA_3): Confidentiality and Security Breach of	Request to cap the liquidation damage to 5% of Invoice value	The Clause in the TOR remains unchanged.
30	Additional		IPR and Source Code	We are proposing our proprietary Product Solution. The source code and IPR materials will remain with our organization. Any changes done in the source code, will belong to our organization.	ToR is not asking to share any pre-existing IP on any proprietary item.
31	Additional		Date Extension	We request to please extend the last day of proposal submission by an additional week.	Bidders are expected to submit their bids by the deadline prescribed in the ToR.
32	Additional	Technical Proposal		Would it be appropriate to include the deployment architecture and a bill of materials in the technical proposal?	Yes. The standard deployment architecture and BoM may be provided.
33	Page 39 of 52	Annexure V: Case Studies Criteria	International Customer References and Case Studies	We would appreciate guidance on the permissibility of including international customer references and case studies in our submission	International case studies references are allowed as per criteria mentioned in Annexure V.

[Note: Communication related to TOR should be sent to: manoj.mishra@nisg.org; and, cc: shiv.kumar@nisg.org]