

S.No	RFP Section No.	Content of Section (Details from RFP document)	Query/ Suggestion/ Clarification required	Responses
1	Clause No. 2, Scope of Work, point no.1	Perform "As-Is" assessment of the current IT Processes in accordance with applicable global standards (ISO 27001, CSA, Data Protection Laws) and industry best practices in the following areas:	May we request you to kindly specify the standard/guidelines which may comes under "industry best practices".	Taking ISO 27001, CSA, GDPR, ISO 20000 as reference points perform assessment and analyze the IT landscape to ensure that the infrastructure is secure, robust & resilient. Assessment should be done keeping in mind what is relevant for an organization like Invest India and what should be the best & most effective approach.
2	Clause No. 2, Scope of Work, point no.1, sub point 'a'	Perform a risk assessment based on ISO27001 and applicable Data Protection standards	May we request you to kindly confirm whether ISMS policy as per ISO 27001:2013 is available or not.	Policy is not available in the organization. A part of the deliverable is to create that policy for Invest India.
3	Clause No. 2, Scope of Work, point no.1, sub point 'b'	Assess the IT processes based on applicable standards. Following is a list of indicative controls (not limited to):	As per our understanding, consultant shall perform IT process review based on ISO 20000:2011. Request you to kindly confirm the same.	Yes IT Process review should be followed based on ISO 20000:2011.
4	Clause No. 2, Scope of Work, point no.2,	Define IT Policies & Procedures for Invest India, after successfully conducting "As-Is" assessment	May we request you to kindly confirm whether selected consultant has to prepare policies for ISMS (ISO 27001:2013) and ITSM (ISO 20000:2011)	Both. A comprehensive IT policy & Procedures needs to defined for Invest India

5	Clause No. 2, Scope of Work, Key Considerations, sub point "6 and 7"	6.The partner should focus on integrating and leveraging existing Invest India infrastructure as part of the strategy roadmap 7. For implementation support, post successful completion of project, partner can propose rates based on loan staff model	May we request you to please clarify as to the word "partner" herein means "the successful bidder".	Yes, the partner refers to the successful bidder.
6	Clause No. 3, Key Dates	Last Date for Bid Submission	May we request you to please extend bid submission date by 2 weeks.	No, extension in submission date shall be entertained
7	Clause 6, sub point '2'	Pre-Qualification Criteria: • The annual turnover of Bidder is at least INR 50 crores (Rupees Fifty crores) in FY 2018-19 Supporting Documents: Audited/Certified Annual Financial Statements and Annual Report for the financial year 2017-18.	As the financials for FY 2018-19 are yet to be published, may we request you to please modify the criteria as: <i>"The annual turnover of Bidder is at least INR 50 crores (Rupees Fifty crores) in FY 2017-18."</i>	Ok, you can submit the documents for FY 2017-18. However, if you are selected as the successful bidder, you would need to share the latest report once it is published.

8	Clause 6.I, s.no '3'	The bidder should have successfully completed at least 10 assignments of similar nature, which include work on at least 60% of the activities listed in the "Scope of Work" in last 2 years	<p>As per our experience and understanding of similar engagements, projects like State Data Center, SWAN covers activities which are mentioned in this RFP.</p> <p>May we request you to kindly modify the clause as:</p> <p><i>The bidder should have successfully completed/ongoing at least 10 assignments like State Data Center/SWAN/Advisory of ISO 27001/Advisory of ISO 20000 of similar nature, which include work on at least 60% of the activities listed in the "Scope of Work" in last 5 years.</i></p>	No Changes
9	Clause 6.I, S.no. '4'	The bidder should have at least 50 skilled manpower specializing in executing various activities in the defined scope of work	<p>As per our experience and understanding of similar engagements, projects like State Data Center, SWAN covers activities which are mentioned in this RFP.</p> <p>May we request you to kindly modify the clause as:</p> <p><i>The bidder should have at least 50 skilled manpower specializing in executing various activities like State Data</i></p>	No Changes

			Center/SWAN/Advisory of ISO 27001/Advisory of ISO 20000 of similar nature	
10	Clause 6.I, S.No. '3' and Clause 6.II.S.No.1	<p>Clause 6.I, sub point '3' The bidder should have successfully completed at least 10 assignments of similar nature, which include work on at least 60% of the activities listed in the "Scope of Work" in last 2 years</p> <p>Clause 6.II.S.No.1 Experience of similar nature of services specified in scope of work within last 5 (Five) years</p>	<p>May we request you to please clarify the no.of years of experience.</p> <p>Also, As per our experience and understanding of similar engagements, projects like State Data Center, SWAN covers activities which are mentioned in this RFP.</p> <p>May we request you to kindly modify the clause as:</p> <p>The bidder should have successfully completed/ongoing at least 10 assignments like State Data Center/SWAN/Advisory of ISO 27001/Advisory of ISO 20000 of similar nature, which include work on at least 60% of the activities</p>	No Changes

			listed in the "Scope of Work" in last 5 years.	
11	Clause 6.II.S.No.2	CVs of professionals to be deployed for the assignments (to provide at least 5 CVs)	Please clarify/confirm the no. of resources to be deployed onsite with respect to each category	That is at the discretion of the successful bidder. The SOW has been defined and the timelines are mentioned. No Extension in timelines will be provided.
12	Clause 6.II.S.No.2	CVs of professionals to be deployed for the assignments (to provide at least 5 CVs)	Resource qualification criteria has not been mentioned. May we request you to please confirm if the bidder can propose the resources with best of their understanding.	Bidder should propose the resources as per their best understanding. However, 30 Marks have been allotted to type of resources submitted and example of certifications have also been mentioned. Rest is upto the best judgement of the bidder as to what he wants to submit.
13	Clause 7	Invest India has the right to expel any selected Firm/Company at their discretion. Any company which is found to deliver	May we request you to please add SLA parameters for unsatisfactory work corresponding to project activities/deliverables.	The final SLA Parameters, Terms & Conditions and other legal clauses will be mutually discussed with the successful bidder during contract signing phase

		unsatisfactory work may not be liable to receive payment(s) for that particular work.		
14	Clause 8. VI. Com Form-1 and VII. Com Form-2	Commercial Bid Submission Form and Summary of Costs Of Resources	May we request you to please share detailed BoQ in which cost is to be indicated with respect to resources as well as other project expenses.	Please refer to the Commercial Bid Opening & Evaluation section on Page 11 of the RFP document.
15	Clause 7	Terms and Conditions	<p>May we request to add flowing clause for Limitation of Liability :</p> <p><i>Invest India and any others for whom Services are provided) shall not recover from BIDDERS, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Invest India (and any others for whom Services are provided) shall not recover from BIDDERS, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of</i></p>	The final SLA Parameters, Terms & Conditions and other legal clauses will be mutually discussed with the successful bidder during contract signing phase

			<p><i>the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.</i></p>	
16	Clause 7	Terms and Conditions	<p>May we request to add flowing clause for 2. Confidentiality :</p> <p>"Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it:</p> <p>(a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party</p>	<p>The final SLA Parameters, Terms & Conditions and other legal clauses will be mutually discussed with the successful bidder during contract signing phase</p>

			<p>from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."</p>	
17	Clause 7	Terms and Conditions	<p>May we request to add flowing clause for Intellectual Property Rights :</p> <p>Bidder may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Bidder own in performing the Services. Notwithstanding the delivery of any Reports, Bidder retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the</p>	<p>The final SLA Parameters, Terms & Conditions and other legal clauses will be mutually discussed with the successful bidder during contract signing phase</p>

			Services), and in any working papers that Bidder compile and retain in connection with the Services (but not Invest India Information reflected in them). Upon payment for the Services, Invest India may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.	
18	Clause 7	Terms and Conditions	<p>May we request to add flowing clause for Termination of Contract :</p> <p>Bidder may terminate this Agreement, or any particular Services, immediately upon written notice to Invest India if Bidder reasonably determine that Bidder can no longer provide the Services in accordance with applicable law or professional obligations.</p>	The final SLA Parameters, Terms & Conditions and other legal clauses will be mutually discussed with the successful bidder during contract signing phase
19	Section 6 Part I Prequalification Criterial Table Point 2	The annual turnover of Bidder is at least INR 50 crores (Rupees Fifty crores) in FY 2018-19	The clause mentions FY 18-19 and the requirement mentions Audited/Certified Annual Financial Statements and Annual Report for the financial year 2017-18. Please clarify what is required. Also, since FY18-19 is WIP we would request a relaxation to submit FY2017-18 financial statement.	Refer to response for S.No. 7

20	Section 6 Part I Prequalification Criteria Table Point 3	The bidder should have successfully completed at least 10 assignments of similar nature, which include work on at least 60% of the activities listed in the "Scope of Work" in last 2 years	As per the Non-Disclosure Agreement signed with clients we cannot share their details. We can provide you the description of services delivered to the client. Please suggest if this will suffice the requirement. Further, on request basis references can be provided after due approval from the respective clients. Or else please suggest if we can submit the redacted copy of the parts of the engagement letter ?	You can mask the name of clients for now. Later, after due permission we may ask for referrals.
21	Section 6 Part II Solution Evaluation Table Point 3	Tools/ Technology for vulnerability assessment	As per the Scope of Work, there is no requirement for vulnerability assessment. Do we still need to provide the tools /technology in this section ? What is the purpose for this information (asking to address the requirement adequately)?	Please refer to SOW, Application Security & Network Security are mentioned to be a part of the As-Is Assessment. Whether a technology based approach to find gaps/ vulnerabilities needs to be followed or not is at the discretion of the bidder.

22	Section 7 Terms and Conditions	<p>Selected Firms/Companies will have to sign a Non-Disclosure and Confidentiality clause with Invest India.</p> <p>Termination of Contract: Invest India may at any time terminate the contract by giving a written notice to the firm/company without any compensation if the firm/company becomes bankrupt or otherwise insolvent or in case of dissolution of the firm or winding up of the company, provided that such termination will not prejudice or effect any right of action or remedy, which has accrued thereafter to Invest India. The contract shall also be terminated in case of breach of any of the terms and conditions of the contract.</p> <p>No claim certificate: The firm/company shall not be entitled to make any claim, whatsoever, against the Invest India under or by virtue of or arising out of the contract nor will the Invest India entertain</p>	<p>According to our Legal team , the RFP Document does not contain adequate legal terms. Please suggest if you have a Draft Agreement that would be executed if the assignment is awarded.If yes then GT would like to review such Agreement.</p> <p>Please advice if this can be reviewed at this stage or can be mutually agreed post the award of the work. We are hereby attaching our General Business Terms for your ready reference. Please provide your concurrence on the same.</p>	<p>The final SLA Parameters, Terms & Conditions and other legal clauses will be mutually discussed with the successful bidder during contract signing phase</p>
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		<p>or consider any such claim for the jobs accepted post contract.</p> <p>Confidentiality: The firm/company and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of the Invest India, without the prior written consent of the Invest India.</p>		
23	<p>Scope of Work , Sec 2</p> <p>Pg No - 5</p>	<p>Perform “As-Is” assessment of the current IT Processes in accordance with applicable global standards (ISO 27001, CSA, Data Protection Laws) and industry best practices in the following areas</p>	<p>Please provide some brief on Organization Geographical region and IT infrastructure.</p> <p>Such as :</p> <p>1. Total Number of Infrastructure components</p>	<p>Laptops & Desktops ~ 165 in number</p> <p>Users ~ 165</p> <p>Total Number of Applications ~ 8-10</p> <p>Majority of our applications are</p>

			<p>2. Users</p> <p>3. Total Number of applications</p>	<p>deployed on Cloud. We have 6 On-Prem Servers</p>
24	<p>Timelines</p> <p>Pg No -6</p>	<p>The total duration of the project is estimated 10 weeks including Assessment, Recommendations and Policy Creation.</p>	<p>The duration is not enough for both As-IS assessment and policy creation. Please increase the timelines to 15 weeks</p>	<p>No extension in Project timelines will be provided.</p>
25	<p>6. Evaluation Criteria</p> <p>I. Prequalification criteria , Sub point no.2</p> <p>Pg No -13</p>	<p>The annual turnover of Bidder is at least INR 50 crores (Rupees Fifty crores) in FY 2018-19</p> <ul style="list-style-type: none"> • DIPP recognized Startups will be exempted for prior turnover clause 	<p>We suggest the Eligibility Criteria to be modified to include following:</p> <p>a) Bidder should be a firm empanelled with CERT-In for providing Information Security Services.</p> <p>b) Bidder should have an annual turnover of atleast INR 100 crore in each of the last three financial years</p> <p>c) It is desirable that Bidder should have executed minimum five (5 nos.) ISO-27001 /IT security assessment Consultancy engagements in the last 5years of value not less than INR 10 lakh each and atleast 2 of these should be with Government / PSU sector / limited company.</p>	<p>No Changes</p>

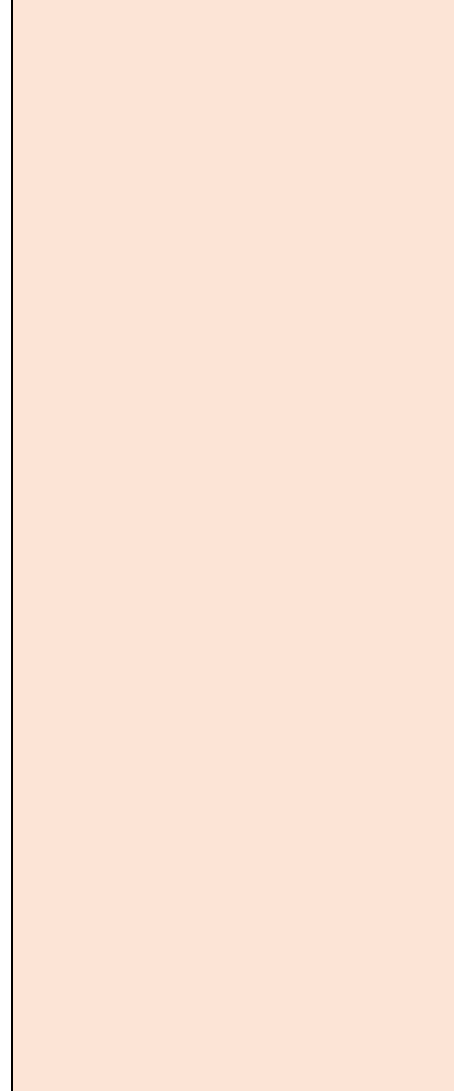
26	III. Tech Form-1: Bidder's Experience Pg 17	Part 1 – Executive Summary • Should Focus on overview of Organization • IT GRC services and capabilities of the organization • Proposed Solution/ framework/ delivery model/ approach • Experience of Implementing Similar Projects	It is recommended to replace "IT GRC services" with "IT security services".	No Changes
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27	Terms and Conditions	[No RFP Reference. Proposed Amendment]	<p>We notice that below mandatory term is not explicitly covered in the RFP. Invest India may please define terms in respect of :</p> <p>1) Limitation of Liability- Liability of the consultant shall be limited to the overall fees to be paid to the consultant. Consultant shall not be responsible for any inconsequential or indirect damages/ loss.</p> <p>2) Deliverable Acceptance Criteria- If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: 'Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable</p>	<p>The final SLA Parameters, Terms & Conditions and other legal clauses will be mutually discussed with the successful bidder during contract signing phase</p>
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grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.'

3) Use of deliverables- The deliverables under the project shall be restricted for internal use by Invest India. Consultant shall not be liable for any claims made by third-party(ies).

4) Confidentiality: The confidentiality obligations under the contract will not apply to information already in the public domain or available to us independently of this contract. Also, there should be a definite outer boundary for such obligations.



28	General Information		Any sub-contractor used in the in-scope process? i.e. have you outsourced to any of the vendors (Development, support or any other activities?) List all outsourced vendors	We have multiple technology partners for application development & deployment. List of vendors will be provided only to successful bidder after signing of the contract and other legal obligations
29	General Information		Approximate Head Count applicable to the scope (no of people in IT , Support and Development etc.) and support functions	160-170 people
30	General Information		Existing accreditations or gap assessment based on international standards (E.g. ISO 27001, ISO9001, ISO 20000 etc.) If yes, provide details	No assessments have been conducted till date for the organizations. However we follow NIC guidelines for application development & security and ISO 27001 for cloud infrastructure
31	General Information		Names of all business functions running in the organisation	Make In India Startup India AGNi IIG HR, Finance
32	General Information		Is organizational data being replicated outside Indian geographical boundaries?	No
33	General Information		What additional controls are to be covered as part of the IT Process review apart from the 5 controls mentioned in the RFP?	No other controls need to be covered

34	General Information		Is it possible to extend the project completion timeline to 11 weeks instead of 10 weeks (as mentioned in the RFP) since the festival season has started and there will be a lot of holidays in between?	No extension in Project timelines will be provided.
35	IT Infrastructure Network		List of main applications and infrastructure platforms	Website Applications - Invest India Startup India IIG AGNi PMG Internal DigiGov Query Portal Navision Infrastructure: Cloud Infrastructure 6 On-Prem Servers
36	IT Infrastructure Network		Has a disaster recovery site been created ? If, so where is it located ? Is it an outsourced operation or in-house ?	No
37	IT Infrastructure Network		Please provide a list of cloud based solutions used.	Our applications are hosted on cloud.
38	IT Infrastructure Network		Availability of comprehensive BCP that covers all business critical applications?	Not Available
39	Data Privacy		Do you have a policy on data protection being followed in your	No

			organisation that covers all aspects of the processing of data?	
40	Data Privacy		Is there an identifiable person/team responsible for data protection within your organisation?	No