

NITI AAYOG

**ADDENDUM NO. 2 TO THE
REQUEST FOR PROPOSALS (RFP)
SELECTION OF CONSULTANT
FOR
DEVELOPMENT AND OPERATION
OF
WEB PORTAL
FOR
WOMEN ENTREPRENEURSHIP PLATFORM (WEP)**

The following is the modification to the RFP for Selection of Consultant for Development and Operation of Web Portal for Women Entrepreneurship Platform (WEP). The deletions from the earlier text of the RFP are indicated as strikethroughs and additions are underlined.

S. No.	Clause No	Provision of the Request for Proposals																										
(i)	1.8	<p>The Authority would endeavour to adhere to the following schedule:</p> <table border="1"> <thead> <tr> <th>Event Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1. Last date for receiving queries/clarifications</td> <td>May 30, 2018</td> </tr> <tr> <td>2. Pre-Proposal Conference-I</td> <td>June 4, 2018</td> </tr> <tr> <td>3. Authority response to queries</td> <td>June 8, 2018</td> </tr> <tr> <td><u>4. Pre-proposal Conference-II</u></td> <td><u>June 13, 2018</u></td> </tr> <tr> <td><u>5. Authority response to queries</u></td> <td><u>June 19, 2018</u></td> </tr> <tr> <td>46. Proposal Due Date or PDD</td> <td>June<u>July 21</u>, 2018 (1100 hrs)</td> </tr> <tr> <td>57. Opening of Proposals</td> <td>June 19<u>July 3</u>, 2018, (1100 hrs)</td> </tr> <tr> <td>68. Presentations for Technical Evaluation</td> <td>Within 12 days of PDD</td> </tr> <tr> <td>79. Opening of Financial Proposals</td> <td>Within 21 days of PDD</td> </tr> <tr> <td>610. Letter of Award (LOA)</td> <td>Within 35 days of PDD</td> </tr> <tr> <td>711. Signing of Agreement</td> <td>Within 10 days of LOA</td> </tr> <tr> <td>812. Validity of Applications</td> <td>90 days of Proposal Due Date</td> </tr> </tbody> </table>	Event Description	Date	1. Last date for receiving queries/clarifications	May 30, 2018	2. Pre-Proposal Conference- I	June 4, 2018	3. Authority response to queries	June 8, 2018	<u>4. Pre-proposal Conference-II</u>	<u>June 13, 2018</u>	<u>5. Authority response to queries</u>	<u>June 19, 2018</u>	46. Proposal Due Date or PDD	June <u>July 21</u> , 2018 (1100 hrs)	57. Opening of Proposals	June 19 <u>July 3</u> , 2018, (1100 hrs)	68. Presentations for Technical Evaluation	Within 12 days of PDD	79. Opening of Financial Proposals	Within 21 days of PDD	610. Letter of Award (LOA)	Within 35 days of PDD	711. Signing of Agreement	Within 10 days of LOA	812. Validity of Applications	90 days of Proposal Due Date
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(ii)	1.10	<p>1.10 Pre-Proposal Conference - I</p> <p>The date, time and venue of Pre-Proposal Conference - I shall be:</p> <p>Date: June 4, 2018</p> <p>Time: 1100 hrs</p> <p>Venue: Room - 259, NITI Aayog, Sansad Marg, New Delhi 110001</p>																										

		<p><u>Pre-Proposal Conference - II</u></p> <p><u>The date, time and venue of Pre-Proposal Conference - II shall be:</u></p> <p><u>Date: June 12, 2018</u></p> <p><u>Time: 1100 hrs</u></p> <p><u>Venue: Room - 259, NITI Aayog, Sansad Marg,</u></p> <p><u>New Delhi 110001</u></p>
(iii)	2.2.2 (B)	<p>Financial Capacity: The Applicant shall have received a minimum income of Rs.5 (five) crore or US \$ 2 (two) million per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services, <u>including software development or website services</u> to its clients.</p>
(iv)	3.1.6 Eligible Assignments	<p>For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy/service assignments in respect of the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):</p> <p>(a) Assignment involving web portal which aggregates <u>services from</u> multiple service providers <u>and integrates content</u> on a single platform;</p> <p>(b) Assignment involving hosting of web portal on NIC or <u>NIC-MEITY</u> approved cloud vendors (Meghraj); or</p> <p>(c) Assignment involving intuitive and easy navigation based web interface which has more than 3,000+ daily traffic.</p>
(v)	Schedule 1: Terms of Reference Clause 3.1.1	<p>Content Management System (CMS) Functionality</p> <p>(d) Content storage management of all types of content; text graphic, audio, video etc. <u>up to a capacity of 1 TB.</u></p>

(vi)	Schedule 1: Terms of Reference Clause 3.1.1	<p>Interactive Functionality</p> <p>(f) <u>Provide automatic notifications to users on upcoming events, updates in schemes, available services etc. For the same, NIC or third party e-mail and gateway services may be used. Integrate SMS and e-mail gateway services to:</u> Provide automatic notifications to members on upcoming events, updates in schemes, available services, etc.</p>
(vii)	Schedule 1: Terms of Reference Clause 3.1.4	<p>The portal will be hosted on NIC cloud, <u>or any other MEITY empanelled cloud (GI Cloud or Meghraj).</u> and the applicant will be fully responsible for installation of required software/environment on server space allotted to achieve above functionality. Specifications of NIC Cloud can be found here: https://cloud.gov.in/services.php</p>
(viii)	Schedule 1: Terms of Reference Clause 3.5	<p>In the go-live phase, the Consultant shall manage and roll out a beta stage where the system will be made available and restricted only to the users in the department through an appropriate mechanism on the web, and conduct user acceptance testing of the System based on test cases developed by the Consultant in consultation with the Authority and validated by the Authority. Based on the test results, required changes will be carried out and tested. Post this, the WEP Web Portal will be officially launched and operational acceptance will be complete.</p> <p>Both the Beta Version Release and Go-live will be considered valid only when carried out on NIC cloud <u>or any other MEITY empanelled cloud (GI Cloud or Meghraj).</u> as specified in 3.1.4</p> <p>The WEP Web Portal solution will be considered Go-Live (implemented) when all the above conditions (Clause 3.1 to 3.5) are satisfied.</p>
(ix)	Schedule 1: Terms of Reference Clause 3.7.2	<p><u>Support may be offered through online, phone or on-site modes or any combination thereof, as determined by the Authority from time to time. During the Operations Phase, the Consultant shall provide on-site training to 5 (five) officials of the Authority every 6 (six) months. Training may be offered as online support, phone and email support, on site training, or any combination thereof as determined by the Authority from time to time.</u></p>

(x)	Schedule 1: Terms of Reference Clause 5.3	Payment to be made for and in respect of the Operations Phase commencing <u>immediately after completion of the Development Phase</u> from the 1st (first) anniversary of the Effective Date shall be equal to 30% (thirty per cent) of the Agreement Value. The payment during Operations Phase shall be released on a quarterly basis for Services rendered during any preceding quarter of the Operations Phase and shall be equal to 3.75% (three point seven five per cent) of the Agreement Value.
(xi)	Schedule 1: Terms of Reference Clause 9	<p><u>DATA AND SOFTWARE-OTHER RELEVANT INFORMATION TO BE MADE AVAILABLE BY THE AUTHORITY</u></p> <p>The Authority shall provide to the Consultant the following:</p> <p>(a) Raw content to be put up on the Web Portal including written material, videos, links; <u>and</u></p> <p>(b) List of Partners to be listed, along with details, categorization, etc of each.</p> <p>(c) — <u>NIC Cloud Server Space, the specifications for which can be found at www.cloud.gov.in/services.php.</u></p>
(xii)	Schedule 2: Form of Agreement	<p><u>2.10 Transfer of rights and interest</u></p> <p><u>2.10.1 Prior to or upon Termination, as the case may be, the Consultant shall comply with and conform to the following transfer requirements (the “Transfer Requirements”):</u></p> <p><u>(a) notify to the Authority forthwith the particulars of all WEP assets;</u></p> <p><u>(b) deliver forthwith the actual or constructive possession of the WEP Portal to the Authority or its nominee;</u></p> <p><u>(c) develop and prepare a transition plan, including risk mitigating measures, in consultation with the Authority, for smooth transition on Termination;</u></p> <p><u>(d) deliver and transfer all Consultancy Documents specified in Clause 3.9.1, including relevant Portal documentation, Training Document and Training Videos, System Architecture, Database design, Source Code, Taxonomy and meta-data information, Analytical models and their documentation, related username and passwords to the system, Maintenance Schedule, Intellectual Property and other licences pertaining to the WEP Portal, including all programmes and manuals pertaining thereto, as on the Transfer</u></p>

Date. For the avoidance of doubt, the Consultant represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the operation and maintenance of the WEP Portal and shall be assigned to the Authority free of any Encumbrance;

- (e) transfer and/or deliver all Applicable Permits and licenses to the extent permissible under Applicable Laws;
- (f) provide technical assistance and shadow support to the Authority to facilitate data transition (include the migration of user addresses, user credentials, saved messages, all inbound messages, and any other processes necessary to carry out complete knowledge transfer) to the Authority or its nominee;
- (g) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, transferring and assigning all the rights, title and interest of the Consultant in the WEP Portal, absolutely unto the Authority or its nominee; and
- (h) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the transfer and assignment of all rights, title and interest of the Consultant in the WEP Portal, free from all Encumbrances, absolutely unto the Authority or to its nominee, as the case may be, so as to ensure that the Authority or its nominee, has exclusive access to and control of the WEP Portal data in a format that is reasonably acceptable and without any additional cost to the Authority.

2.10.2 Subject to the exercise by the Authority of its rights under this Agreement to perform or procure the performance by a third party of any of the obligations of the Consultant, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the issuance of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

2.10.3 Cooperation and assistance on transfer of WEP Portal

2.10.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the WEP Portal in accordance with the provisions of this Agreement so as to ensure and

procure the continuity, safety and security of WEP Portal.

2.10.3.2 The Parties shall provide to each other, 6 (six) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the WEP Portal following the Transfer Date. The Consultant shall further provide such reasonable advice and assistance as the Authority, its consultants or agents may reasonably require for operation of the WEP Portal until the expiry of 6 (six) months after the Transfer Date.

2.10.4 Transfer Certificate

The transfer of all rights, title and interest in the WEP Portal shall be deemed to be complete on the date when all of the Transfer Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate (the “**Transfer Certificate**”), which will have the effect of constituting evidence of transfer by the Consultant of all of its rights, title and interest in the WEP Portal, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Transfer Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the WEP Portal on the footing that all Transfer Requirements have been complied with by the Consultant.

2.10.5 Transfer costs etc.

2.10.5.1 The Consultant shall bear and pay all costs incidental to transfer of all of the rights, title and interest of the Consultant in the WEP Portal in favour of the Authority upon Termination, save and except that all stamp duties payable on any deeds or Documents executed by the Consultant in connection with such transfer shall be borne by the Authority, save and except as provided in Clause 2.9.5.

2.10.5.2 In the event of any Dispute relating to matters covered by and under the Transfer Requirements, the procedure specified in Clause 9 shall apply.