MINUTES OF MEETING OF PRE-BID MEETING HELD ON 11 AUG 15

IMPLEMENTATION OF IDENTITY MANAGEMENT SOLUTION FOR INDIAN NAVY

1.   Pre-bid meeting for the instant case was held at DEE Conference Hall, 4th Floor, 'D-II' Wing, Sena Bhawan at 1500 hrs on11 Aug 15. Following officers were present from the Navy:-

    (a)   Cdr SK Singh, JDIT, Chairman
    (b)   Lt Naveen Reddy, ADIT.

2.   Reps from following firms had attended the meeting:-

    (a)   M/s Oracle India Ltd.
    (b)   M/s Span Infotech Ltd.
    (c)   M/s CA Technologies Ltd.
    (d)   M/s Deloitte Ltd.
    (e)   M/s IBM India Pvt Ltd.
    (f)   M/s Microsoft India Ltd.
    (g)   M/s Adrenaline Polaris Ltd.
    (h)   M/s Wipro Ltd.

3.   At the outset the Chairman welcomed everyone present and expressed delight over the response of the industry for the instant case. To begin with the proceedings of the meeting the Chairman clarified the following points:-

    (a)   At this juncture, all queries related to technical issues, terms and conditions would be discussed/ clarified.

    (b)   No changes in RFP that carry any additional financial implication would be advisable and feasible at this stage.

    (c)   The terms and conditions mentioned at Part-III and Part-IV of RFP are standards terms and conditions required as part of Defence Procurement Manual (DPM) – 2009 and are non-negotiable.

4.   Thereafter, queries/ points that were raised by the prospective bidders in their correspondences to the steering directorate were discussed. The summary of discussions and decisions/ clarifications thereof are as tabulated below:-

Ser	Query	Ref Para of RFP	Clarification
(a)	There are approximately 25 web-based (primarily dot net technology) and SAP applications. Does Applications manages the local users or connected to Active Directory for identity purpose?	Part II Page - 5/ 5.	These applications are managing their local users independently.
(b)	There are approximately 25 web-based (primarily dot net technology) and SAP applications. Request to please clarify deployment scenario of 25 web-based application. What we wanted to understand that, are these applications centrally deployed for Indian navy or they are deployed at individual department level. If yes please provide the details.	Part II Page - 5/ 5	Some applications are deployed enterprise wide and some are deployed on local servers. For the purpose of implementation, remote access to these servers will be provided from Delhi.
(c)	Solution should be integrated with existing AD and provide authentication, based on personal id. The solution should not require installing of any additional LDAP to create a new user repository to store enterprise user or role details. Request to please	Part II Page - 6/ 7.	Windows server 2012.

Ser	Query	Ref Para of RFP	Clarification
	provide the version of AD is in use. Also confirm		
(d)	Solution should integrate with existing MS Exchange based mailing solution. Request to please clarify what type of integration with existing MS exchange base mailing solution. Do we need SSO with exchange solution too? Or just for sending mail notification.	Part II Page - 6/ 7.	Basic integration for exchanging mails and alerts is expected from the solution. Email solution is MS Exchange 2010 server.
(e)	The proposed IDM solution should be able to seamlessly integrate with the following systems being implemented separately:- (i) PKI – from leading OEMs (ii) Digital Rights Management System from leading OEMs Request to please provide details of PKI & DRM OEMS for integrations.	Part II Page - 6/ 7(r).	PKI and DRM are ongoing cases of DIT and will take some time to get implemented in India Navy. Hence, OEMs used for these applications cannot be answered now.
(f)	Single Sign on will not prevent manual logging in to applications. Do you want the existing Login mechanism to work post the SSO Implementation?	Part II Page - 7/ 7(q)	Yes, because existing solution should work till all the minor customization issues are resolved for SSO. It is also required as a fall back option.
(g)	Implementation would take place at each Domain Controller in Delhi and the Commands in master-slave mode with Delhi as the master. Local units/	Part II Page - 7/ 7(s)	The number of servers are mentioned because the hardware will be provided by Indian Navy.

Ser	Query	Ref Para of RFP	Clarification
	ADCs may be accessed on remote. The number of AD users presently is approximately 18,000. The envisaged number of servers catering to the IDM is 02 per Command and at Delhi. Request to please clarify if IDM solution to be deployed in de-centralized environment, specially the clause "number of servers catering to the IDM is 02 per Command and at Delhi." Also clarify rational of 2 servers per command.		IDM structure should map the AD, which is a single forest multiple domain structure with parent domain at Delhi and child domains at Mumbai, Visakhapatnam and Kochi. In case the proposed solution needs additional hardware, same should be indicated in technical bid.
(h)	If answer of above is yes, then request to please clarify how many applications per command need to be integrated with each IDM deployment in command.	Part II Page - 7/ 7(s)	Overall about 25 applications are to be integrated. Since we will provide remote access to these servers, the physical location is immaterial.
(j)	13. Implementation. (a) Complete user list of IN would be provided to the firm for creation of AD entries (approximately 1 lakh users). Request to please clarify if there are any specific reasons to create 1 lakh users in AD while IDM solution required for 18,000 users.	Part II Page - 8/ 13(a)	Presently, there are 18,000 users in AD and all the users are designation based. But with the IDM solution coming in Indian Navy, Employee Number based ID's are to be created for all the 1 lakh users of Indian Navy. Post setting up infrastructure through this project, additional licences will be purchased later, as required.

Ser	Query	Ref Para of RFP	Clarification
(k)	Where do you create the identity of the user first time? Is this in SAP HRMS, any other customer database or Active Directory? What is the source of truth e.g. SAP HRMS/ Custom Database/ Active DIrectory?	General query	It will be created in AD.
(l)	Are these conditions open to negotiations?	Part III & Part IV of RFP	These parts of RFP are mandatory as per DPM 2009 and cannot be changed. However, if a vendor has strong objections, they may submit deviations as part of technical bid and the same will be reviewed by the Technical Evaluation Committee.
(m)	Clause # 11-Rejection of bids – Conditional tenders will be rejected – Are the vendors prohibited from suggesting any deviations?	Part I – General Consideration.	Vendors may indicate suggestion/ deviation as part of Technical Bid. Tender Evaluation Committee will evaluate the suggestions/deviations and consider them on merit.
(n)	Clause 2 (e) – Service Level Agreement for handholding / warranty / AMC – Are these SLA's open to negotiations?	Part II – Essential Details of Items/Services required	Vendors can give any suggestion/ deviation. Tender Evaluation Committee will evaluate the suggestions/deviations.
(p)	Clause 2 (f) – Format of Non-Disclosure	Part II – Essential Details of	A part of DPM 2009 and cannot be changed.

Ser	Query	Ref Para of RFP	Clarification
	Agreement – Is the NDA open to negotiations	Items/Services required	
(q)	Clause 7 (u) – Naval liability would be limited to the following – Can the vendor suggest if any additional support is required?	Part II – Essential Details of Items/Services required	Vendors can give any suggestion/ deviation. Tender Evaluation Committee will evaluate the suggestions/deviations.
(r)	Clause 10 - What is the role of Navy in this test? Will Navy require any approval prior to involving any CERT-IN empanelled vendor?	Part II – Essential Details of Items/Services required	VA by any authorized CERT-IN empanelled vendor, as published in CERT-IN site is acceptable.\n\nHowever, the VA vendor will also have to sign the non-disclosure agreement.
(s)	Clause 11 - Development Strategy – Does Navy have any specific standards for development, testing, validating, installing & commissioning the application? If so, please elaborate.	Part II – Essential Details of Items/Services required	Will be worked out in consultation with SI.
(t)	Clause 13 - Implementation – Sub Clause (a) of this clause says Navy has 1 lakh users whose AD entries are to be created. However the number of licenses sought is only 18000 as per Commercial Bid Format. Kindly clarify.	Part II – Essential Details of Items/Services required	Clarified at point j above.
(u)	Clause 14 - Training – Please elaborate as to how many personnel's are	Part II – Essential Details of	The number of personnel can't be specified at this time, but tentatively only

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	required to be trained, as large number of employees will increase our cost. Please also confirm as to what all training facilities will be available at the various locations listed.	Items/Services required	the admins at various unit level will be involved in training. The numbers per batch will be in single digits.
(v)	Clause 18 - Certificate of malicious code as per Appendix G – Please refer Clause 10 of Part II. Navy accepts the code only after CERT-IN empanelled vendor clears the code for secure coding practice, documentation, backup /recovery, access control, audit trials. What is the need for this certificate as the vendor is no longer responsible for further development of codes once the solution is handed over. Please elaborate.	Part II – Essential Details of Items/Services required	Indian Navy wants two certificates from the vendor. (i) A self certification as part of deliverable stating that the there is no malicious code as part of the source code supplied. This certificate is to be signed as on the date of acceptance. (ii) VA certification from a CERT – IN empanelled vendor.
(w)	Clause 25 - Vendor responsibility is only indicative …. –What else are the responsibilities envisaged by Navy for the vendor. Please elaborate.	Part II – Essential Details of Items/Services required	As of now, there are no specific additions to vendor responsibilities other than that specified in RFP. In case of solution finalization, in case something technical, without additional financial implications comes up, same may be added to

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			vendors responsibilities with mutual consultation.
(x)	Clause 26 - Personnel to be deployed by the vendor - What will be required as proof for the employee's Verification. Please elaborate.	Part II – Essential Details of Items/Services required	Security verification by police is mandatory
(y)	Additional Clause - Number of environments to be considered for deployment: (Devlopment, Test, UAT & Production, DR) not specified. Kindly specify	Part II – Essential Details of Items/Services required	Depending upon the solution being proposed, vendors may suggest required environment. All suggestions are invited and will be verified by TEC.
(z)	Most efficient way of single sign on would require some integration & customization of Web applications. Clause # 7 (q) of Part II & Clause # 17 on Appendix "B" – The specification – "Single Sign on will not prevent manual logging in to applications" would require a loose coupling that may not be efficient. Please delete from RFP	Part II – Essential Details of Items/Services required	Clarified at point f above.
(aa)	Clause # 3 - We request that under an arbitration clause the arbitrator should be mutually appointed by the client and us, or in case three arbitrators are required, one arbitrator each to be	Part III – Standard Conditions of RFP	These parts of RFP are mandatory as per clause 7.11 of DPM 2009, available on MoD website, and cannot be changed. It is clarified that the Arbitration clause at Para 3

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	appointed by the parties and the 3rd arbitrator to be appointed by the two arbitrators. Please provide us copy of this form. Kindly confirm.		of Part III of RFP is the final and vendor must accept this clause.
(ab)	Clause # 5 – Kindly confirm if our model of completing the services hereunder is acceptable to Indian Navy, since we are not the original manufacturer of the IAM software & relevant hardware and we will be sourcing it from a third party.	Part III – Standard Conditions of RFP	The agreement certificate with the OEM for sourcing the spares/ items shall be mandatory. Para 8 of Part IV refers.
(ac)	Clause # 8 - Broad grounds are mentioned under this clause, particularly if we fail to perform the services and for delay. Kindly confirm that if Indian Navy will agree that the aforementioned grounds shall be subject to contributory delays arising out of due to the client and its vendor, if any.	Part III – Standard Conditions of RFP	LD will be guided by the standard clauses of DPM 2009.
(ad)	Clause # 11 -Assuming that our services is based on the model wherein we procure software , hardware & implementation services from a third party, Kindly confirm that this is permitted.	Part III – Standard Conditions of RFP	Sourcing of services and hardware from third parties is allowed as per conditions mentioned at Para 8 of Part IV refers. However, SU must not sublet the contract to any third party.

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(ae)	Clause 7 (d) – Is the Certificate from Chamber of Commerce mandatory for proof of Force Majeure conditions? Please clarify.	Part IV – Special Conditions of RFP	The clause is not mandatory.
(af)	Clause (d) - Though the vendors are provided this schedule to suggest deviations, please let us know for any material clauses, whose deviation is not permitted if we are not permitted to deviate on the following critical clauses:- a. both sides have a right to terminate, b. vendor can suspend services for non-payment, c. vendor retaining intellectual property rights in vendor's deliverables, d. Navy indemnifying the vendor against 3rd party claims & vendor shall not indemnify the client except for breach of 3rd party IPRs and loss of tangible property, life and limb, e. Vendor Limitation on damages capped to the fees paid to the vendor f. confidentiality obligation term for one year, g. Vendor not being liable for indirect loss on account of any grounds, h. Navy agreeing not share vendor deliverables with any 3rd parties.	Appendix "B" Technical Bid Format	Vendors can give any suggestion/ deviation. The same may be incorporate in Technical Bid. Tender Evaluation Committee will evaluate the suggestions/deviations.

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(ag)	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 vendor within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that vendor shall have 15 days' time to correct in case of any rejection by Customer	Deemed Acceptance and the clause to be added	Vendors can give any suggestion/ deviation. The same may be incorporate in Technical Bid. Tender Evaluation Committee will evaluate the suggestions/deviations.
(ah)	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Vendor will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, vendor shall not be bound to perform any additional services.	Change Order and the clause to be added	Vendors can give any suggestion/ deviation. The same may be incorporate in Technical Bid. Tender Evaluation Committee will evaluate the suggestions/deviations.

Ser	Query	Ref Para of RFP	Clarification
(aj)	Vendor'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 vendor performance is affected, delayed or causes non-performance due to Customer's omissions or actions whatsoever.	Saving Clause and the clause to be added	Vendors can give any suggestion/ deviation. The same may be incorporate in Technical Bid. Tender Evaluation Committee will evaluate the suggestions/deviations.
(ak)	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.	Limitation of Liability and the clause to be added	Vendors can give any suggestion/ deviation. The same may be incorporate in Technical Bid. Tender Evaluation Committee will evaluate the suggestions/deviations.

Ser	Query	Ref Para of RFP	Clarification
(al)	Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Vendor for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to contract value.	Limitation of Liability and the clause to be added	Vendors can give any suggestion/ deviation. The same may be incorporate in Technical Bid. Tender Evaluation Committee will evaluate the suggestions/deviations.
(am)	The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	Risk and title and the clause to be added	Vendors can give any suggestion/ deviation. The same may be incorporate in Technical Bid. Tender Evaluation Committee will evaluate the suggestions/deviations.
(an)	Fall clause not acceptable. Request for waive off for the same	Fall clause	These parts of RFP are mandatory as per DPM 2009 and cannot be changed.
(ap)	Vendor should be given 30 days written notice to cure the default, failing which may attract termination. In the event of termination Customer shall pay Vendor for goods delivered and services rendered till the date of termination.	Termination of Contract.	Termination of Contract is a standard DPM 2009 clause and cannot be amended. With respect to payments, these will be made as per the payment schedule on completion of various stages. No payment will be made for incomplete stage.
(aq)	As per Force Majeure clause, termination can be resorted to in case	Termination of Contract.	Vendors can give any suggestion/ deviation. The same may be incorporate

Ser	Query	Ref Para of RFP	Clarification
	If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months		in Technical Bid. Tender Evaluation Committee will evaluate the suggestions/deviations.
(ar)	Scope to be defined exhaustively, only inherently necessary services will be performed additionally.	Vendor Responsibilities	Scope is considered exhaustive. However, any suggestion/ deviation may be incorporated in Technical Bid. Tender Evaluation Committee will evaluate the suggestions/ deviations.
(as)	Price to be quoted for how many licenses	General	In accordance with Appendix D to RFP the price to be quoted for 18000 licenses.

5.   To conclude, the Chairman thanked all the representatives for such wide participation and further emphasized that, suggestions for change in specifications, qualification criteria and any other change that would carry additional financial implication is not possible at this stage. The clarifications discussed during the meeting would be published as MoM of the Pre-bid meeting as corrigendum to RFP at both websites www.tenders.gov.in and www.irfc-nausena.nic.in.

6.   There being no further points, the meeting was closed. This minutes of meeting has the approval of competent authority.

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(SK Singh)
Commander
JDIT
19 Aug 15