

| Pre-bid queries response for Request for Proposal (RFP) for Selection of Third Party Auditor for "State Data Centre" project |   |   |  |   |
|--|---|---|--|---|
| Sr. No   | RFP Document Reference(s) (Section & Page Numbered(s))                        | Content of RFP requiring Clarification(s)   | Points of clarification  | Response  |
| 1  | 1. DOCUMENT CONTROL SHEET Page No. 4  | Earnest Money Deposit (EMD) through online mode of www.etender.punjabgovt.gov.in only - INR 5,00,000  | EMD amount for this RFP seems too high. We request PSeGS to kindly reduce the EMD amount to 3 Lakhs. Also we request to kindly allow EMD payment through DD also.  | As per RFP  |
| 2  | 2.2 Background - Project: State Data Centre (SDC): Project Profile Page No. 6 | Tendering authority on behalf of Department of Governance, Government of Punjab intends to select an agency for third party auditing of the working of <b>data Centre operators</b> of its state data Centre at Mohali.   | We understand TPA scope of work include audit of only one Data center operator for Punjab SDC. Kindly confirm if other wise, as TPA RFP mentions 'Data center <b>operators</b> '?  | Please refer corrigendum  |
| 3  | Section 2.2.1 point d page 7  | d. To perform user satisfaction survey among the departmental users of the SDC services.  | User satisfaction survey has to be conducted by service provider / DCO as a part of ISO 20000 standard requirements against the services being provided by them to user departments. SDC TPA as a part of SDC's Operations & Management audit is required to verify whether same was done or not. Hence TPA role should be to verify the conduct of survey by DCO, instead of conducting survey by TPA itself. Kindly modify / remove this clause of RFP.  | Please refer corrigendum  |
| 4  | Section 2.2.1 point e Page 7  | e. To ensure preparedness of state for business continuity, disaster recovery.  | As per our understanding TPA role is to verify if the Business continuity and disaster recovery processes are defined, documented, approved and effectively implemented at SDC. To ensure preparedness of state for business continuity, disaster recovery, provisioning of DR site, infrastructure, policies and plans (e.g. BCP) would be required, which is beyond TPA scope and purview. Though TPA as a part of security audit would review the BCP and DR processes implemented at SDC. We request PSeGS to kindly elaborate / provide more details of expectations from TPA here if otherwise OR modify / remove this clause. | Please refer corrigendum  |
| 5  | Section 2.2.1 point i - Page 7  | To assist department for rental charges for hosting services for Govt departments after studying best practices followed in the industry.   | Please clarify whether TPA has to prepare rental charges Performa for department or TPA has to review Rental charges Performa prepared by Department and provide their input for improvements, if any. Kindly provide more details here.   | As per RFP  |
| 6  | Section 2.2.1 point g - Page 7  | i. To assist the department/ PSeGS and DCO for ISO 27001 certifications   | We understand under this clause TPA is expected to highlight the shortcomings in documentations prepared by DCO, gaps in implementation of ISO 27001 policies and procedures; and further recommend the improvement areas if any to achieve ISO 27001 certification. Kindly clarify if otherwise.  | Please refer corrigendum  |
| 7  | 2.3 Invitation Page No.7  | 2.3.1 Through this Request for Proposal (RFP), it is intended to invite Proposals for selecting a Third party Auditor (TPA) for Performance Monitoring, SLA monitoring, Security and compliance audits, Invoices/bills verification, exit management of State Data Centre project for a <b>period of five years</b> . | This clause of RFP states, selection of TPA for a period of five years period whereas rest of the sections states five and a half year period. Kindly clarify.   | Please refer corrigendum  |
| 8  | 3.3 General Page - 9  | 3.3.1 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the support required to <b>maintain and manage network</b> .   | Kindly clarify which network is referred in this clause.   | Please refer corrigendum  |
| 9  | 3.11 Language of Proposal Page 11   | 3.11.1 All proposals and accompanying documents received within the stipulated time will become the property of the PSEGS and will not be returned.   | Our proposals contain confidential details of our financial information, client details, standard approach and methodology. We request PSeGS to not share our proposals with any third party.  | As per RFP  |
| 10   | 3.12 Earnest Money Deposit (EMD)  | 3.12.7 The EMD may be forfeited:<br>3.12.8 If a bidder withdraws its bid during the period of bid validity.<br>3.12.9 In case of a successful bidder if the bidder fails to sign the contract in accordance with this RFP.  | We request PSeGS to kindly revise these clauses as follows:<br><br>3.12.7 The EMD may be forfeited:<br>3.12.8 If a bidder withdraws its bid during the period of bid validity.<br>3.12.9 In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP except if signing of Contract is delayed due to disagreement between parties over terms and conditions of material terms of Agreement and/or delay in seeking internal approval of either parties senior management for any terms of Contract.   | As Per RFP<br><br>3.12.7 The EMD may be forfeited:<br><br>i. If a bidder withdraws its bid during the period of bid validity.<br><br>ii. In case of a successful bidder if the bidder fails to sign the contract in accordance with this RFP. |

|    |   |  |   |                          |
|----|---|--|---|--------------------------|
| 11 | 3.20 Formats & Contents of Bids<br>3.20.2<br>Pre-qualification Criteria :<br>Sr. No. 4 - Experience<br>Page no.16               | The Bidder should have:<br>a. Successfully completed minimum two (02) IT Security audit assignments in last three years ending 31st March 2016 with total audit fees not less than Rs. 1.00 crore.<br>b. Successfully completed minimum two (02) projects as Third party auditor with project duration of three years or more with total   | Most of our high value projects are for long term and currently in progress. Few of those are completing this year i.e. in 2017. We request PSeGS to kindly consider projects currently under progress also for this PQ parameter.  | Please refer corrigendum |
| 12 | 3.20 Formats & Contents of Bids<br>3.20.2<br>Pre-qualification Criteria :<br>Sr. No. 4 - Experience<br>Page no.16               | For details of Experience of responding firm/ Project Citation supported with Work order and Proof of Project completion certificates from client  | We request to modify the Supporting requirement as follows:<br>'For details of Experience of responding firm/ Project Citation supported with Work order/ LOI/ Agreement/ Proof of Project completion certificates from client  | Please refer corrigendum |
| 13 | 3.20 Formats & Contents of Bids<br>3.20.2<br>Pre-qualification Criteria :<br>Sr. No. 5 - manpower Strength<br>Page no.16        | The Bidder must have a minimum 35 number of qualified staff in the domain of Information Technology specifically in the areas of IT Audit/ Data Centre audit/ IT Infrastructure SLA audit & monitoring for IT related projects including IT infrastructure, IT security, etc. as on 31st March, 2016 on its roll.  | We understand PSeGS through this PQ criteria intends to ascertain the technical manpower strength of bidder so that the bidder can effectively deliver SDC TPA project services. Hence bidders technical capability on current date would be more meaningful for this purpose. Considering this, we request PSeGS to kindly revise this clause to as follows:<br>"The Bidder must have a minimum 35 number of qualified staff in the domain of Information Technology specifically in the areas of IT Audit/ Data Centre audit/ IT Infrastructure SLA audit & monitoring for IT related projects including IT infrastructure, IT security, etc. as <b>on bid submission date</b> on its roll."  | Please refer corrigendum |
| 14 | 3.20.3 Technical Proposal<br>Criteria<br>Page No. 17  | The complete project requirements have been elaborated in this RFP. In line with this, Technical proposal should comprehensively indicate each of the following (in the order given below):<br>a. Format for Technical Proposal: Form-3<br>b. Approach and Methodology of the Project including:<br><b>a. Strategy for Implementation of Project (Detailed Supporting document)</b><br><b>b. Operational methodology (Detailed Supporting document)</b><br>c. Security Audit methodology (Detailed Supporting document)<br>d. Methodology of associated risks / problems and plans for mitigation (Detailed Supporting document) | Since this is an IT audit project and not an implementation project, strategy for project implementation and operational methodology may not be relevant to TPA project. TPA approach and methodology should be evaluated for Infrastructure audit, Operations and Management audit, SLA audit and Security audit, which are relevant areas as per scope of work and deliverables under this RFP. Kindly consider adding Infrastructure audit, SLA audit, O&M audit to this clause and remove strategy for implementation of project and operational methodology.<br>Else kindly clarify what supporting documents would be required for following areas :<br>a. Strategy for Implementation of Project<br>b. Operational methodology | Please refer corrigendum |
| 15 | 3.20.5 Detailed Breakup of Technical Marks is as below:-<br>Page No. 18<br>Bidder Profile (Total Marks = 30)<br>Sr. No. A       | Average Annual Sales Turnover should be INR 5.00 Crores or more generated from services related to IT Audit services during the last three (3) financial years as of 31st March 2016.  | In order to align this requirement to PQ requirement, we request PSeGS to kindly revise this clause to as follows:<br>"Average Annual Sales Turnover should be INR 5.00 Crores or more generated from services related to consultancy/ IT Audit services during the last three (3) financial years as of 31st March 2016."  | Please refer corrigendum |
| 16 | 3.20.5 Detailed Breakup of Technical Marks is as below:-<br>Page No. 18<br>Bidder Profile (Total Marks = 30)<br>Sr. No. B and C | B. The Bidder must have minimum 35 Security Auditors (BE/B Tech/ MCA/ BSc) on its role as on 31st Dec, 2016.<br>C. The Bidder must have minimum 10 Security Auditors with CISSP/CISA/CISM certifications on its rolls as on 31/12/2016.  | We request PSeGS to consider the technical manpower available with bidder on current date (i.e. bid submission date). Hence we request to revise this clause to as follows:<br>"B. The Bidder must have minimum 35 Security Auditors (BE/B Tech/ MCA/ BSc) on its role as on bid submission date.<br>C. The Bidder must have minimum 10 Security Auditors with CISSP/CISA/CISM certifications on its rolls as on bid submission date."  | Please refer corrigendum |

|    |   |  |  |                           |
|----|---|--|--|---------------------------|
| 17 | 3.20.5 Detailed Breakup of Technical Marks is as below:-<br><br>Relevant Past Experience,<br>Note:<br>Page No. 18                     | Note:<br>For all the above, the Completion Certificate of the projects completed in the last 3 years (as on 31/12/2016) need to be provided (issued to the responding firm by the respective customers)  | Most of our projects are in progress and hence submission of completion certificate for those projects may not be possible. We request PSeGS to please consider copy of MSA, Workorder, Lol, Client reference letter etc. also for valid credentials. Thus we request to kindly revise the statement as follows:<br>"For all the completed project, the Completion Certificate of the projects completed in the last 3 years (as on 31/12/2016) need to be provided (issued to the responding firm by the respective customers) and for ongoing projects, LOI, Workorder/ MSA/ Client certificate needs to be provided."   | Please refer corrigendum  |
| 18 | 3.20.5 Detailed Breakup of Technical Marks is as below:-<br><br>Adequacy and Quality of Resources proposed for Deployment and page 19 | Senior Consultant<br><br>Overall 10 years Experience in consulting and Auditing (Minimum Essential Requirement is 4 years for SDC)   | 10 years experience for a senior consultant is too high for SDC TPA project. We request PSeGS to kindly revise the overall experience for senior consultant to 6 years.  | Please refer corrigendum  |
| 19 | 3.20.5 Detailed Breakup of Technical Marks is as below:-<br>- Approach and methodology<br>- Solution<br>Proposed<br>Page No. 20       | Evaluation Committee will evaluate whether all the points/ requirements mentioned in the RFP are addressed well and award points accordingly, the important parameters being:-<br>– Methodology to monitor and measure SLA – 5 points<br>– Methodology to conduct security audit – 5 points<br>– Methodology to manage exit management – 2 points<br>- Value addition to the entire process – 5 points<br>- Methodology regarding Disaster Recovery and Business Continuity – 3 points   | The criteria of evaluation for Approach and methodology mentioned here does not match with the one at section '3.20.3 Technical Proposal Criteria' of RFP. Kindly clarify. Section '3.20.3 Technical Proposal Criteria mention following as a part of A&M:<br>a. Strategy for Implementation of Project (Detailed Supporting document)<br>b. Operational methodology (Detailed Supporting document)<br><br>Kindly suggest if A&M should be aligned to section 3.20.3 or section 3.20.5.  | As per RFP                |
| 20 | 3.28<br>Notification and Award of Work<br>Page No. 23   | 3.28.3 The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, the PSeGS will notify each unsuccessful bidder and return their EMD.  | Kindly confirm the timelines to return EMD to unsuccessful bidders.  | Refer RFP Page 11, 3.12.5 |
| 21 | 3.29<br>Performance Bank Guarantee (PBG)<br>Page No. 24   | 3.29.4 In the event of the bidder being unable to service the agreement for whatever reason, the PSeGS would have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the PSeGS under the Agreement in the matter, the proceeds of the PBG shall be payable to the PSeGS as compensation for the bidder's failure to perform/comply with its obligations under the Agreement. The PSeGS shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default. | Kindly consider revising this clause to as follows:<br>"3.29.4 In the event of the bidder being unable to service the agreement for reason solely directly attributable to Bidder, the PSeGS would have the right to invoke the PBG only after issuing a notice to the bidder to rectify the default and give the bidder sufficient time to rectify PBG shall not be revoked if the services are not performed due to occurrence of force majeure event, or Society not providing required information, data or facilitation with its representatives. Notwithstanding and without prejudice to any rights whatsoever of the PSeGS under the Agreement in the matter, the proceeds of the PBG shall be payable to the PSeGS as compensation for the bidder's failure to perform/comply with its material obligations under the Agreement. The PSeGS shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default." | As per RFP                |
| 22 | 3.30 Signing of Contract<br>Page No. 24   | 3.30.1 Once the PSeGS notifies the successful Bidder that its proposal has been accepted, the PSeGS shall enter into a separate Agreement, incorporating all agreements (to be discussed and agreed upon separately) between the PSeGS and the successful bidder.  | We understand the terms and conditions of Agreement to be signed between successful bidder and PSeGS will be mutually agreed before actual sign-off. Kindly confirm.   | As per RFP                |
| 23 | 3.30 Signing of Contract<br>Page No. 24   | 3.30.2 Failure of the successful bidder to agree with the Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award and PSeGS reserve the right to take to call for new proposals from the interested bidders.  | We request PSeGS to kindly consider discussion on material clauses of the Agreement at the Agreement sign-off stage.   | As per RFP                |
| 24 | 3.30 Signing of Contract<br>Page No. 24   | 3.33.1 The TPAs shall provide professional, objective, and impartial advice and at all times hold the Society's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.  | We request PSeGS to kindly revise this clause to as follows:<br>"3.33.1 The TPAs shall provide professional, objective, and impartial advice and hold the Society's interests paramount, strictly avoid conflicts with other assignments/jobs and act without any consideration for future work."  | As per RFP                |

|    |  |  |   |            |
|----|--|--|---|------------|
| 25 | 3.32 Confidentiality<br>Page No. 25            | 3.32.1 Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over.  | We request PSeGS to kindly revise this clause to as follows:<br>"3.32.1 Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over provided that none of the bidder' internal information such as employee details, client names, financial information etc. shall be disclosed to other respondents to the bid."  | As per RFP |
| 26 | 3.32 Confidentiality<br>Page No. 25            | 3.32.2 Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the bidder and/ or the Society to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties. | We request PSeGS to kindly consider adding following clause also to this clause in RFP:<br>"Confidential Information does not lend itself to written form (e.g., oral communications, magnetic recording, or other machine readable form) or is provided by other methods, such as by permitting the observation of various operations, systems, processes, or facilities, the disclosure of such Confidential Information to DTTILLP by the Company shall be documented in a separate writing to DTTILLP within three (3) business days of the time of such disclosure, which writing shall describe such information and designate such information as "Confidential".  | As per RFP |
| 27 | 3.32 Confidentiality<br>Page No. 25            | N.A.   | <p>We request PSeGS to kindly consider adding following clause also to the confidentiality clause in RFP:</p> <p>"(a) To the extent that, in connection with this Contract, either BIDDER or the PSEGS (the "receiving party") comes into possession of any information, trade secrets or other proprietary information relating to the other (the "disclosing party") which is designated in writing by the disclosing party as 'Confidential Information' (the "Confidential Information"), it shall not disclose such Confidential Information to any third party without the disclosing party's consent except to the PSEGS's or BIDDER's legal advisors solely for the purpose of obtaining legal advice, or as may be required by law, regulation, judicial or administrative process, or to the extent that such Confidential Information (A) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by the receiving party in breach hereof, (B) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party which the receiving party believes is not prohibited from disclosing such information to it by obligation to the disclosing party, (C) is known by the receiving party prior to its receipt from the disclosing party without any obligation of confidentiality with respect thereto or (D) is developed by the receiving party independently of any disclosures made by the disclosing party to the receiving party of such information. In satisfying its obligations under this Paragraph 3.32.3(a), each party shall maintain the other's Confidential Information in confidence using at least the same degree of care as it employs in maintaining in confidence its own Confidential Information, but in no event less than a reasonable degree of care.</p> <p>(b) Disclosure by BIDDER. The PSEGS also consents to BIDDER disclosing Confidential Information (i) to any Deloitte Entity and to any Subcontractors that have agreed to be bound by confidentiality obligations similar to those in this paragraph 3.32.3 and (ii) to its auditors, insurers or in accordance with applicable professional standards, or in connection with potential litigation.</p> <p>(c) In the performance of the Services, any Deloitte Entity or any Subcontractor may communicate or discuss the affairs of the PSEGS with the other advisers of the PSEGS and may do so free from any obligation of confidentiality.</p> <p>(d) The PSEGS acknowledges that BIDDER, in connection with performing the Services, may develop or acquire general knowledge, experience, know-how, skills and ideas that are retained in the memory of its personnel. Notwithstanding anything to the contrary herein, the PSEGS acknowledges and agrees that BIDDER may use such general knowledge, experience, know-how, skills and ideas.</p> <p>(e) Nothing contained herein will prevent or restrict any Deloitte Entity, including BIDDER, from providing services to other PSEGSs (including services which are the same or similar to the Services) even if those other PSEGSs' interests are in competition with the PSEGS. To the extent that BIDDER possesses information obtained under an obligation of confidentiality to another PSEGS or other third party, BIDDER is not obliged to disclose such information to the PSEGS, or use it for the benefit of the PSEGS, however relevant it may be to the Services.</p> <p>(f) In addition, the PSEGS acknowledges and agrees that any such information that comes to the attention of BIDDER in the course of performing this engagement may be considered and used by any Deloitte entity rendering accounting services in the context of responding to its professional obligations as the independent accountants for the PSEGS.</p> <p>(g). The PSEGS agrees to reimburse any costs any Deloitte Entity or any Subcontractor may incur in complying with</p> | As per RFP |
| 28 | 4.5 TPA<br>Personnel<br>Page No. 26            | 4.5.3 Each member of the team must be a full time employee of the bidder.  | Responsibility of quality and ontime service delivery would be with bidder as an organization. Also no part of project scope can be outsourced, hence we request PSeGS to kindly remove this clause. As irrespective of full time / contractual employee, successful bidder will be required to deliver quality services as per defined SLAs to PSeGS. And failing to do so, will lead to penalties. Hence kindly remove this clause.   | As per RFP |
| 29 | 4.4 Standards of<br>Performance<br>Page No. 26 | The TPA shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country.  | The TPA shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country that would be applicable in current scope of service.  | As per RFP |

|    |  |  |  |                          |
|----|--|--|--|--------------------------|
| 30 | 4.8 Intellectual Property Rights<br>Page No. 27          | The TPA shall indemnify Society from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the TPA, Society shall be defended in the defence of such proceedings.   | We request PSeGS to kindly consider revising this clause to as follows:<br>" The TPA shall indemnify Society from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the TPA, Society shall be defended in the defence of such proceedings except in case that this indemnity shall not apply in the following cases: (a) the modification of the Client's deliverables provided under its services by any person other than the Client or its personnel (b) Client's failure to use any modification to the Client's deliverables provided under its services made available by Client where use of such modification would have avoided the infringement; (c) information, materials instructions or specifications that are themselves infringing which are provided by or on behalf of the Client or which the Client requests or requires the Client to use; or (d) the use of the Client's deliverables provided under its services in a manner not agreed to hereunder; provided that the Client gives the Client written notice of any such claim and sole control over the defense of any such claim. " | As per RFP               |
| 31 | 4.10 Penalty<br>Page No. 27-28                           | 4.10.1 Project Execution Timelines   | We understand that these penalties would not be imposed if delay is for reasons beyond successful bidder's control. E.g. delays attributable to the PSEGS, third party (not bidder) and Force Majeure etc. Kindly confirm.   | As per RFP               |
| 32 | 4.10.2 Deliverable Timelines<br>Page No. 28              | 1. Delay in deliverables -<br>i. INR 5000 per day upto 7 days<br>ii. 1% of the QGR delay more than 7 days upto 21 days<br>iii. 2% of the QGR for delay more than 21 days.  | Penalty amount on delays are very high and harsh on bidder. Kindly revise the penalty clause to as follows:<br><br>i. INR 2000 per day upto 7 days<br>ii. .5% of the QGR delay more than 7 days upto 21 days<br>iii. 1% of the QGR for delay more than 21 days.  | Please refer corrigendum |
| 33 | 4.10.2 Deliverable Timelines<br>Page No. 28              | Note: If the delay in any of above deliverable is beyond 10 weeks then Society reserves the right to terminate the Contract and forfeit the PBG. Further, Society shall be free to get the work done from some other source at the risk and costs of the TPA. The TPA may be debarred for applying in future project consultancy assignments in the state. | Since PSeGS already has right to forfeit PBG and terminate the contract, this clause seems too harsh on bidder. We request PSeGS to kindly revise it to as follows:<br>"Note: If the delay in any of above deliverable is beyond 10 weeks then Society reserves the right to terminate the Contract and forfeit the PBG. The TPA may be debarred for applying in future project consultancy assignments in the state."   | As per RFP               |
| 34 | 4.10.3 Manpower deployment<br>Sr. No. 1 -<br>Page No. 29 | Attendance<br>(i.e. Absenteeism resource without any replacement)  | Kindly consider revising this clause to as follows:<br><br>"Attendance except leaves taken with prior intimation to PSeGS<br>(i.e. Absenteeism resource without any replacement)"  | As per RFP               |
| 35 | 4.10.3 Manpower deployment<br>Sr. No. 2 -<br>Page No. 29 | - Substitution of resources from those whose CVs Provided during the technical evaluation<br>-Replacement of resources   | We request PSeGS to kindly relax / exclude penalty for reasons beyond bidder's control. These reasons include-<br>" Cases of resource replacement due to death, injury, illness, medical incapacity, among others, otherwise becoming unfit to continue as resource owing to deficiency in delivery of services or owing to any resource leaving the employment of the Bidder."<br>As these are the reasons beyond a bidder's control and hence bidder should not be penalized for these reasons. Apart these reasons, if bidder replace any resource, then penalty should be imposed.   | Please refer corrigendum |
| 36 | 4.10.3 Manpower Deployment Sr. No. 4<br>Page 29          | Resources initially deployed are not to be replaced during the tenure of the project. In case resources are replaced, penalties will apply.<br><br>(a) Senior Consultant<br>I. 1st – 3rd replacement – INR 20000 per replacement<br>II. >= 4th INR 40000 per replacement   | We would request PSeGS to kindly allow at least one replacement per year. Though we will try our best to maintain resource consistence, but retaining same resource for five and half year (5 & 1/2) would be extremely challenging for any organization.  | Please refer corrigendum |
| 37 | 4.10.5 Manpower Deployment<br>Page 29                    | 4.10.5 All above penalties shall be levied on the TPA for any failure happened on TPA part in any of the agreed Timelines/ SLAs/ Terms & Condition. However, in any case, the total penalty value shall not be greater than 15% of the total contract value.   | 15% penalty is very high for a period of five and half year, we request to kindly limit the penalty cap to 10% of the contract value.  | As per RFP               |
| 38 | 4.13 Termination of Contract<br>Page No. 30              | a. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within specified time period   | Kindly revise this clause to as follows:-<br>"a. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within specified time period except if contract execution is delayed due to disagreement over the terms and conditions of the contract and/or seeking internal approvals with respect to either party' senior management for the proposed terms of the contract."  | As per RFP               |
| 39 | 4.15 Termination for Convenience<br>Page No.30           | Society reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience.  | We request PSeGS to kindly revise this clause to as follows:<br>"Society reserves the right to terminate, by prior written notice of at least 30 days, the whole or part of the contract, at any time for its convenience. "   | As per RFP               |

|    |  |  |  |            |
|----|--|--|--|------------|
| 40 | 4.15<br>Termination for<br>Convenience<br>Page No.30 | N.A.   | <p>We request PSeGS to kindly add following clause to RFP:</p> <p>"Unless terminated sooner in accordance with its terms, this Contract shall terminate once the Services have been performed. This Contract may be terminated by CONSULTANT at any time, with or without cause, by giving written notice to the other party not less than [thirty (30)] days before the effective date of termination, provided that, in the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period. CONSULTANT may terminate this Contract with immediate effect upon written notice to the Client if CONSULTANT determines that (a) a governmental, regulatory, or professional entity, or an entity having the force of law, has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render CONSULTANT's performance of any part of the Contract illegal or otherwise unlawful or in conflict with independence or professional rules, or (b) circumstances change (including, without limitation, changes in ownership of the Client or any of its Affiliates) such that CONSULTANT's performance of any part of the Contract would be illegal or otherwise unlawful or in conflict with independence or professional rules. Upon termination of the Contract, the Client will compensate CONSULTANT under the terms of the Engagement Letter for the Services performed and expenses incurred through the effective date of termination."</p>   | As per RFP |
| 41 | 4.19 Indemnity<br>Page No. 31                        | 4.19.1 Subject to Clause 4.19.2 below, TPA (the "Indemnifying Party") undertakes to indemnify Society (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. | <p>We request PSeGS to kindly revise this clause to as follows:</p> <p>"4.19.1 Subject to Clause 4.19.2 below, TPA (the "Indemnifying Party") undertakes to indemnify Society (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of Society attributable to the Indemnifying Party's gross negligence or willful default under this Agreement.</p>   | As per RFP |
| 42 | 4.19 Indemnity<br>Page No. 31                        | N.A.   | <p>Kindly consider adding following clause also to the Indemnity clause of RFP:</p> <p>"4.19.3 "The Client shall indemnify and hold harmless selected bidder for all Losses incurred in connection with any third party Claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of selected bidder."</p>  | As per RFP |
| 43 | 4.20 Liability<br>Page No. 31                        | 4.20.1 The liability of TPA (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Contract Value.  | <p>We request PSeGS to kindly consider revising this clause to as follows:</p> <p>"4.20.1 The liability of TPA (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Contract Value paid to selected bidder."</p>  | As per RFP |
| 44 | 4.20 Liability<br>Page No. 31                        | N.A.   | <p>Kindly consider adding following clauses to RFP:</p> <p>"4.20.3 Bidder will not be liable for Losses arising as a result of the provision of false, misleading or incomplete information or documentation or the withholding or concealment or misrepresentation of information or documentation by any person other than a Bidder Entity. In no event shall the Bidder be liable for any loss of use, contracts, data, goodwill, revenues or profits (whether or not deemed to constitute direct Losses) or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Contract or the Services.</p> <p>4.20.4 In circumstances where all or any portion of the provisions of this paragraph 4.20 are finally judicially determined to be unenforceable, the aggregate liability of Bidder and any other Deloitte Entity or Subcontractor for any Loss shall not exceed an amount which is proportional to their relative responsibility for the Loss to which the Claim relates taking into account the contributory negligence (if any) of the claimant and the responsibility and/or liability of any third party.</p> <p>4.21 Ownership of Bidder Property &amp; Work Products</p> <p>On payment of all of BIDDER's fees in connection with this Contract, the Client shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Contract, any Deliverables or work product for the purpose for which the Deliverables or work product were supplied. BIDDER retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that BIDDER may use or develop in connection with this Contract.</p> <p>4.22 Use of name and logos</p> <p>Bidder and the Client agree that neither shall use the other's name, trademarks, service marks, logos, trade names and/or branding without prior written consent, except that any Bidder Entity may use the name of the Client and the performance of the Services in marketing and publicity materials, as an indication of its experience, and for internal purposes."</p> | As per RFP |

|    |  |  |  |                          |
|----|--|--|--|--------------------------|
| 45 | 6. Scope of Work (SOW) of TPA for State Data Centre Project<br>5. Security and compliance Audit<br>Page No. 37 | TPA shall conduct Internal Audits of ISMS as per the requirements of ISO 27001 and conduct internal audits for Security.   | Internal Audit is generally conducted by DCO's own team or client's team. TPA as an independent / third party auditor should be required to conduct third party audit, not internal audit. Hence kindly revise this clause to as follows:<br><br>"TPA shall conduct ISMS audit as per the requirements of ISO 27001 and highlight gaps if any, observed during audit."   | Please refer corrigendum |
| 46 | 64. Scope of Work (SOW) of TPA for State Data Centre Project<br>6. Network Audit and page 37                   | c. TPA shall perform network optimization assessment focused on "Pain point's" communicated by PSEGS/DGR..   | Please clarify the expectations on 'network optimization assessment'. Also please clarify which 'Paint points' are being referred here as this seems a very wide and vague scope.<br>As, TPA would need to understand if any tool would need to be used for this exercise. if so, the cost of such a tool would also need to be factored in financial bid.   | As per RFP               |
| 47 | 6. Scope of Work (SOW) of TPA for State Data Centre Project<br>B. Application Profiling :<br>Page No. 38       | B. Application Profiling :<br><br>The TPA has to provide services of experts for profiling the source code of applications developed in .NET and Java platform. The services shall be hired on case to case basis. | Please clarify:<br>- How the payments will be made to TPA for source code of applications. Will it be per application based or lump sum, please clarify.<br>- Please confirm total number of applications to be covered by TPA during the contract duration.<br>- Application profiling is a separate domain and require dedicated SME (apart 2 onsite TPA resources) for this work. Please confirm if PSeGS would pay an extra amount for application profiling.  | Please refer corrigendum |
| 48 | 3) Project Deliverables, Milestones & Time Schedule<br>Sr. No. 3<br>Page No. 40                                | Operations and Management Process and control - Quarterly (Within 15 days from the end of respective quarter).   | We request to keep the frequency of Operations and Management Process and control audit to half yearly instead of quarterly. As after every audit, DCO, Composite team and SIA would also require time to analyze and plan closure of reported observations / gaps. Too frequent O&M audits would potentially lead to DCO over occupied with audit activities and having less time to actually work on closure of reported gaps. Since TPA will be continuously monitoring of closure of reported gaps for previous O&M audit, the frequency of this audit should be kept as Half yearly as advised by DeitY, Gol in their RFP for SDC TPA . | Please refer corrigendum |
| 49 | 3) Project Deliverables, Milestones & Time Schedule<br>Sr. No. 4<br>Page No. 40                                | SLA Audit - Quarterly (within 15 days from the submission of DCO quarterly SLA report)   | For SLA verification, TPA would need to undertake thorough calculations, sample verification of SLA reports in EMS and compilation of report, draft discussion, internal quality review etc., this would require time to finalize the report. Further there is heavy penalty on delays, hence we request PSeGS to kindly revise the timelines to 3 weeks after the submission of DCO quarterly SLA report.   | As per RFP               |
| 50 | 3) Project Deliverables, Milestones & Time Schedule<br>Sr. No. 7<br>Page No. 40                                | Application Profiling Report - Case to case basis  | Kindly confirm the timelines to complete this task and submit deliverable.   | As per RFP               |
| 51 | Scope of SLA M&M<br>Page No. 41, 42  | b. Monitoring of SLA:<br>c. Measurement of SLA:<br>d. Penalty calculation:<br>e. Downtime Analysis report:   | All these deliverables, activities are already covered under the SLA Audit deliverable mentioned in table at page no. 40 of TPA RFP. These activities and deliverable are redundant activities and doesn't seem to add any value to PSeGS. At the same time, will overload 2 TPA resources due to which they might not be able to focus on other key aspects of SDC security. Hence kindly remove these sections / areas from the RFP. Through Master SLA sheet (mentioned at page no. 41) may be kept in TPA scope, as this document will is not redundant and hence will add a value.  | Please refer corrigendum |
| 52 | 6.2.1 Security Audit:<br>Page No. 43   | a. Vulnerability in the network and State Network Centre (SNC).<br>b. Penetration testing for the security devices in POP's and SNC.   | Kindly confirm which SNC and PoP is being referred here.   | Please refer corrigendum |

|    |  |  |   |                          |
|----|--|--|---|--------------------------|
| 53 | 6.2.1 Security Audit:<br>6.2.2 Complaint handling mechanism audit<br>6.2.3 Business continuity and Disaster recovery plan:<br>Page No. 43, 44 and 45 | N.A.   | All these deliverables, activities are already covered under the Security Audit, SLA Audit and Operation and management audit deliverables mentioned in table at page no. 40 of TPA RFP. These activities and deliverable mentioned here at section 6.2.1, 6.2.2 and 6.2.3 are redundant activities and doesn't seem to add any value to PSeGS. As TPA would anyhow cover these activities as a part of its deliverables mentioned in table at page no. 40. Having redundant deliverable will lose stakeholders' focus on precise pain / improvement areas highlighted by TPA in its deliverables.  | As per RFP               |
| 54 | 7.2 Other Roles & Responsibilities of the TPA (apart from mentioned in earlier part of RFP)<br>Page 46   | 7.2.6 The deliverables will be accepted only if they confirm to the specifications as laid down in this scope of work. Deliverables of the TPA will be considered to have been formally accepted only after the PSeGS communicates so in writing. Any queries regarding the deliverables will have to be answered by the TPA within 10 working days. | There must be some timeline defined to conclude and approve the deliverables submitted by TPA to PSeGS. In order to remove the ambiguity of formal approval from PSeGS, kindly consider revising this clause to as follows:<br>"7.2.6 The deliverables will be accepted only if they confirm to the specifications as laid down in this scope of work. Deliverables of the TPA will be considered to have been formally accepted only after the PSeGS communicates so in writing. In case of delay of more than 10 days in formal acceptance by PSeGS on TPA deliverables, same shall be deemed accepted. Any queries regarding the deliverables will have to be answered by the TPA within 10 working days." | As per RFP               |
| 55 | 7.2 Other Roles & Responsibilities of the TPA (apart from mentioned in earlier part of RFP)<br>Page 46   | 7.2.7 The TPA will share all intermediate documents, drafts, reports, surveys and any other item related to this assignment. <b>No work products</b> , methodology or any other methods used by the TPA should be deemed as proprietary and non-shareable.   | We understand that this clause doesn't apply to licensed tools procured by TPA for security audit and other assessment activities. As this would not be possible to TPA to pass-on the licensed tool to PSeGS. Kindly confirm.  | As per RFP               |
| 56 | 7.2 Other Roles & Responsibilities of the TPA (apart from mentioned in earlier part of RFP)<br>Page 46   | 7.2.11 TPA shall submit separate invoices and required documents/reports etc. for SDC project  | kindly clarify Which separate invoices are being referred to here?  | Please refer corrigendum |
| 57 | 7.2 Other Roles & Responsibilities of the TPA (apart from mentioned in earlier part of RFP)<br>Page 46   | 7.2.12 TPA shall not combine any kind of communication for both the projects.  | kindly clarify what is meant by both the projects?  | Please refer corrigendum |
| 58 | 8.4 Form-2: Format for Pre-Qualification Proposal<br>Page No. 50   | 5. We agree to the unconditional acceptance of all the terms and conditions set out in the RFP documents.  | We request PSeGS to kindly consider accepting following revision in this clause.<br><br>"5. We agree to the unconditional acceptance of all the terms and conditions set out in the RFP documents, subject to proposed modifications as per our proposal or resulting out of contract negotiations."  | As per RFP               |
| 59 | 8.4 Form-2: Format for Pre-Qualification Proposal<br>Page No. 50   | We have read all the terms and conditions set out in the RFP documents and confirm that these are unconditionally acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Proposal shall not be given effect to.   | Kindly consider revising this clause to as follows:<br><br>"6. We have read all the terms and conditions set out in the RFP documents and confirm that these are unconditionally acceptable to us."   | As per RFP               |



|    |  |   |  |                          |
|----|--|---|--|--------------------------|
| 60 | 8.4 Form-2: Format for Pre-Qualification Proposal<br>Page No. 51   | 7. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the PSeGS is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the PSeGS as to any material fact. | Kindly consider revising this clause to as follows:<br>"7. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the PSeGS is true, accurate, and complete <b>to the best of our knowledge and belief</b> . This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the PSeGS as to any material fact." | As per RFP               |
| 61 | 10. 5 Form-2B: Format for furnishing General Information<br>Sr. No. 8 - Networth<br>Page No. 52                    | Net worth<br><br>a) 2013-14<br>b) 2014-15<br>c) 2015-16<br><b>d) Project Name and brief scope</b><br><b>e) Start Date</b><br><b>f) End Date</b><br><b>g) Duration</b><br><b>h) Order Value</b>  | Please clarify how many project's details would be required here and how these are to be mapped to networth for each year (to be provided by bidder)   | Please refer corrigendum |
| 62 | 10. 5 Form-2B: Format for furnishing General Information<br>Sr. No. 9 - Relevant Project Experience<br>Page No. 53 | CA certificate certifying the value of work order shall be provided along with each project.  | We request to accept self - certified project credentials for value of work orders instead of CA certificates.   | Please refer corrigendum |
| 63 | 8.6 Form-2D: Format for furnishing details regarding relevant past experience                                      | Sr. No. 7 & 8-<br>7. Cost for Hardware Supply & maintenance services (in Crores)<br>8. Cost for Turn-key services (in Crores)   | Generally TPA, IT Audit or Consultancy services does not require bidder to supply hardware or provide maintenance services. These seems relevant to SI / DCO projects, and not for TPA projects. Similar for Turnkey services. Kindly consider removing these points so that bidder can provide relevant details to PSeGS as a part of bid.  | Please refer corrigendum |
| 64 | 8.7 Form-2E: Pre-Qualification Checklist<br>Page No. 58  | Sr. No. 1 - RFP Document Fee<br>Documents to be submitted - Demand Draft / Cash Receipt/Online receipt (as the case may be)   |  | Please refer corrigendum |
| 65 | 8.9 Form-3B: Format for undertaking to comply with technical requirement specifications<br>Page No. 60             | We also confirm to provide any additional services in the system not specifically mentioned in RFP but which will be agreed during <b>Project Study</b> .   | Kindly clarify which additional service is referred here. Considering the extremely stringent SLAs, heavy penalty clauses, we would need to do effort estimation and understand additional requirement of manpower and financials to deliver any additional work. Without having understanding of additional work, it would be extremely challenging us for to agree this.<br>Also which Project Study is referred here.   | As per RFP               |
| 66 | 8.11 Form-3D: Technical Proposal Checklist   | Sr. No. 1 - Strategy for Implementation of Project<br>Documents required - Certificate Document/ Note Covering all requirements as Mentioned  | Kindly clarify which certificate is required here. Also, we understand the Strategy of Implementation of Project is something relevant to DC implementation project. But here TPA would not be required to undertake any implementation work. Kindly clarify the expectations form this section.   | Please refer corrigendum |
| 67 | 8.13 Form-3F: Approach &Methodology  | III. Information Security PI+C16an<br><br>IV. Training& Help Desk support   | Approach and methodology for TPA scope of work at this section doesn't match with the one given at section 3.20. Request you to kindly align the same. Basically, Information security plan and Training & Helpdesk support is part of DCO role, hence this should not be a part of TPA approach and mythology.  | Please refer corrigendum |
| 68 | 8.14 Form 4: Commercial Bid Format-Summary of Costs<br>Page NO. 67   | 6. The rates of manpower shall also be referred for calculation of any contract extension or penalty imposition during contractual period, if needed. Quoted rates shall be used on pro-rata basis.   | Penalty clauses mentioned in this RFP are already very harsh. Please clarify the formula / procedure for calculation of penalty on the basis of manpower rates quoted by bidder in their bids.   | Please refer corrigendum |

| Pre-bid queries response for Request for Proposal (RFP) for Selection of Third Party Auditor for "State Data Centre" project |  |   |   |                          |
|--|--|---|---|--------------------------|
| Sr. No   | RFP Document Reference(s) (Section & Page Number(s)) | Content of RFP requiring Clarification(s)   | Points of clarification   | Response                 |
| 1  | Page – 4,<br>Table point – 7 & 8                     | 1. Last date and time for receipt of proposals.<br>2. Date and time of opening of Pre-Qualification Bid.                                  | Please mention the dates for point 1 and 2.   | Please refer corrigendum |
| 2  | Page – 4,<br>Table point – 12                        | Cost of RFP document through online mode of <a href="http://www.etender.punjabgovt.gov.in">www.etender.punjabgovt.gov.in</a> only.        | Please rephrase the clause as:<br>“Cost of RFP document through online mode of <a href="http://www.etender.punjabgovt.gov.in">www.etender.punjabgovt.gov.in</a> or DD from any scheduled bank in favour of ----- payable at -----”.                             | As per RFP               |
| 3  | Page – 4,<br>Table point – 13                        | Earnest Money Deposit (EMD) through online mode of <a href="http://www.etender.punjabgovt.gov.in">www.etender.punjabgovt.gov.in</a> only. | Please rephrase the clause as:<br>“Earnest Money Deposit (EMD) through online mode of <a href="http://www.etender.punjabgovt.gov.in">www.etender.punjabgovt.gov.in</a> OR in the form of DD OR BG from any scheduled bank in favour of ----- payable at -----.” | As per RFP               |
| 4  | Page – 7<br>Clause 2.2.1 b                           | To verify invoices/bills of the State Data Centre Operator  | What is expected out of this clause?  | As per RFP               |
| 5  | Page – 7<br>Clause 2.2.1 d                           | To perform user satisfaction survey among the departmental users of the SDC services.   | Conducting satisfaction survey should be the responsibility of DCO/Society. TPA should audit the process including policy, procedure and the survey records as part of ISO 20000-1 and ISO 27001 standard.  | Please refer corrigendum |
| 6  | Page – 7<br>Clause 2.2.1 g                           | To assist department for rental charges for hosting services for Govt departments after studying best practices followed in the industry. | What is expected out of this clause?  | As per RFP               |
| 7  | Page – 7<br>Clause 2.2.1 h                           | Assist department in the formulation of procedure for hosting of IT infrastructure, services, data at SDC.                                | Formulation of procedure should be the responsibility of DCO/Society. TPA should audit the process including policy, procedure and the records as part of ISO 20000-1 and ISO 27001 standard.   | As per RFP               |
| 8  | Page – 7<br>Clause 2.2.1 i                           | To assist the department/ PSeGS and DCO for ISO 27001 certifications  | TPA should only audit the process including policy, procedure and the records captured by DCO as part of ISO 27001 standard.  | Please refer corrigendum |

|    |   |  |   |                          |
|----|---|--|---|--------------------------|
| 9  | Page – 6<br>Clause 2.2<br>Page – 7<br>Clause – 2.3.1      | 1. The tenure for TPA shall be for 5 ½ years from date of agreement.<br><br>2. Through this Request for Proposal (RFP), it is intended to invite Proposals for selecting a Third party Auditor (TPA) for Performance Monitoring, SLA monitoring, Security and compliance audits, Invoices/bills verification, exit management of State Data Centre project for a period of five years. | There is a contradiction between clause 2.2 and 2.3.1 related to duration of the project.<br>Please clarify what would be the duration of the project, 5 years or 5 ½ years?  | Please refer corrigendum |
| 10 | Page - 11<br>Clause – 3.12.2                              | The EMD, will be submitted online on the <a href="http://www.etender.punjabgovt.gov.in">www.etender.punjabgovt.gov.in</a> . EMD in any other form shall not be entertained.  | Please rephrase the clause as:<br>“Earnest Money Deposit (EMD) through online mode of <a href="http://www.etender.punjabgovt.gov.in">www.etender.punjabgovt.gov.in</a> OR in the form of DD OR BG from any scheduled bank in favour of ----- payable at -----.” | As per RFP               |
| 11 | Page – 16<br>Clause – 3.20.2<br>Table point 1. c          | Authentic certificate from the practising fellow member of Institute of Chartered Accountant of India (FCA).   | Please modify the clause as:<br>“Authentic certificate from the practicing fellow member of Institute of Chartered Accountant of India (FCA). OR<br>Self-Certification indicating that the Firm is operating for the last 5 years as of 31 Mar 2016.”           | As per RFP               |
| 12 | Page – 16<br>Clause – 3.20.2                              | Successfully completed minimum two (02) IT Security audit assignments in   | Please modify the clause as:  | Please refer corrigendum |
|    | Table point 4. a  | last three years ending 31st March 2016 with total audit fees not less than Rs. 1.00 crore.  | “Successfully completed/ongoing minimum two (02) IT Security audit assignments in last three years ending 31st March 2016 with total audit fees not less than Rs. 20 Lac.”  | Please refer corrigendum |
| 13 | Page – 18<br>Clause – 3.20.5<br>Table point – Section 1 B | The Bidder must have minimum 35 Security Auditors (BE/B Tech/ MCA/ BSc) on its role as on 31 <sup>st</sup> Dec, 2016.  | Please modify the clause as:<br>The Bidder must have minimum 35 IT Auditors (BE/B Tech/ MCA/ BSc) on its role as on date.   | Please refer corrigendum |
| 14 | Page – 18<br>Clause – 3.20.5<br>Table point – Section 1 C | The Bidder must have minimum 10 Security Auditors with CISSP/CISA/CISM certifications on its rolls as on 31/12/2016.   | Please modify the clause as:<br>The Bidder must have minimum 10 IT Auditors with CISSP/CISA/CISM certifications on its rolls as on date.  | Please refer corrigendum |
| 15 | Page – 18<br>Clause – 3.20.5<br>Table point – Section 2 B | The Bidder must have experience of at least two IT Security Audit assignments having a total value of INR 1.00 crore or more each in last 3 years ending on 31/03/2016.  | Please modify the clause as:<br>“The Bidder must have experience of at least two IT Security Audit assignments having a total value of INR 20 Lac or more each in last 3 years ending on 31/03/2016.”   | Please refer corrigendum |

|    |   |  |   |                          |
|----|---|--|---|--------------------------|
| 16 | Page – 18<br>Clause – 3.20.5<br>Table point – Note i                | For all the above, the Completion Certificate of the projects completed in the last 3 years (as on 31/12/2016) need to be provided (issued to the responding firm by the respective customers)   | Please modify the clause as:<br>“For all the above, the Contract copy / Work Order/Completion Certificate of the projects completed in the last 3 years (as on 31/12/2016) need to be provided (issued to the responding firm by the respective customers)”                           | As per RFP               |
| 17 | Page – 18<br>Clause – 3.20.5<br>Table point – Note ii               | The value of the projects considered in the above criterion would be based on the Purchase Order or the LOI issued to the responding firm. In absence of the supporting documents, the projects would not be considered for evaluation | Please modify the clause as:<br>“The value of the projects considered in the above criterion would be based on the Contract/ Purchase Order or the LOI issued to the responding firm. In absence of the supporting documents, the projects would not be considered for evaluation”    | As per RFP               |
| 18 | Page 19<br>And<br>Page 28, Clause-4.10.3.2                          | <b>Adequacy and Quality of Resources proposed for Deployment</b> and Substitution of resources from those whose CVs Provided during the technical evaluation   | Suggest to consider proposed CVs as indicative. Actual resource deployed would be with equivalent or better quality. Hence request to remove this associated SLA Clause also.   | Please refer corrigendum |
| 19 | Page - 19   | <b>Senior Consultant</b><br>Relevant Certification   | Please modify the clause as:<br>“Relevant Certification   | Please refer corrigendum |
|    |   | (either of CISSP/CISA/CISM lead Auditor for ISO 27001)   | (either of CISSP/CISA/CISM/ Lead Auditor for ISO 27001/ ISO 20000-1/ITIL)”  |                          |
| 20 | Page – 20<br>Clause Approach & Methodology <b>Proposed Solution</b> | – <b>Methodology to manage exit management – 2 points</b><br>- <b>Methodology regarding Disaster Recovery and Business Continuity – 3 points</b>   | Manage Exit management and DR and Business Continuity is the responsibility of DCO. TPA should audit the process including policy, procedure and the survey records as part of ISO 20000-1 and ISO 27001 standard.<br>Suggest to remove these two clauses from A&M Proposed Solution. | As per RFP               |
| 21 | Page – 28<br>Clause 4.10.1<br>Table Point 2                         | Submission of PBG as Performance Security by the TPA and completion of contract signing formalities with Society<br>T0 + 3 Weeks   | TPA may not be solely attributable for delay in contract signing. TPA should not be penalized in case if the delay is from Society’s end.<br>Hence suggest to remove this clause.   | As per RFP               |
| 22 | Page – 36<br>Point – 1.a  | In cases of significant non-compliance, establish a mechanism to resolve audit observations.   | Establishing mechanism to resolve audit observation should be part of Operator/Society. TPA’s role should be to verify whether the observations are closed or not. So requesting to drop the clause.  | As per RFP               |
| 23 | Page – 38<br>Point – 6.c  | TPA shall perform network optimization assessment focused on "Pain points" communicated by PSEGS/DGR.  | What is expected out of this clause?  | As per RFP               |

|    |  |  |   |                          |
|----|--|--|---|--------------------------|
| 24 | Page – 38<br>Point – B<br>Application Profiling        | Profiling is achieved by instrumenting either the program source code or its binary executable form using a tool called a profiler (or code profiler). Profilers may use a number of different techniques, such as event- based, statistical, instrumented, and simulation methods. The profiler should be able to trace and isolate exactly where the problem is.<br><br>The TPA has to provide services of experts for profiling the source code of applications developed in .NET and Java platform. The services shall be hired on case to case basis. | Is it expected from the TPA, that TPA would bring profiler tool and expertise to operate this tools? If so, manpower proposed for TPA should have this expertise? Where this tool would be installed? In a server of datacenter? Would this application profiling be  | As per RFP               |
| 25 | Page -40<br>Table -3<br>Point 2 & 3                    | <b>Periodicity</b><br>SDC Infrastructure Audit – Quarterly<br>Operations and Management Process and control – Quarterly  | Minimal time is required for DCO to address audit findings, hence requested to change periodicity of these two audits from quarterly to half yearly.  | As per RFP               |
| 26 | Page – 43<br>Clause – 6.2.1 g                          | High Availability failover testing.  | To perform High Availability failover testing TPA should have access to all such devices. This should be a part of DCO scope of work under service continuity testing responsibility.<br>So requesting to drop this clause  | As per RFP               |
| 27 | Page – 45<br>Clause – 6.2.3.a                          | Submission of reports on provisions of business continuity and disaster recovery plan as per RFP/contract  | Auditor’s responsibility is to cross verify the process and procedure document with evidences. TPA would study the associated document on these clause and identify gaps. TPA responsibility is restricted upto this. Hence to overcome conflict of interest suggest to remove this particular deliverable. | As per RFP               |
| 28 | Page – 18<br>Clause 3.20.5                             | Average Annual Sales Turnover should be INR 5.00 Crores or more generated from services related to IT Audit services during the last three (3) financial years as of 31 <sup>st</sup> March 2016   | Please rephrase the clause as:<br>“Average Annual Sales Turnover should be INR 5 Crores (Five crores) or more generated from services related to Consulting/IT Consulting /IT auditing business during the last three (3) financial years as of 31 <sup>st</sup> March 2016.”                               | Please refer corrigendum |
| 29 | Page – 53<br>Point 9                                   | CA certificate certifying the value of work order shall be provided along with each project.   | Request to drop this clause as WO/Agreement copy would be provided for verification   | Please refer corrigendum |
| 30 | Page 18,<br>Point: <b>Relevant Past Experience (A)</b> | More than 4 Projects – 20 Marks<br>2-4 Projects – 15 Marks<br>2 Projects – 12 Marks  | Request to modify the marking as:<br>4 Projects or more: 20 Marks<br>3 Projects: 15 Marks<br>2 Projects: 12 Marks   | Please refer corrigendum |

|    |  |  |  |                          |
|----|--|--|--|--------------------------|
| 31 | Page 52<br>Form 2B<br>Point 8: Net Worth | d) Project Name and brief scope e) Start Date<br>f) End Date g) Duration<br>h) Order Value | Drop these five points, as they are not associated with Net Worth                                      | Please refer corrigendum |
|    |  | Extension of submission of proposal  | Request you to please extend the proposal submission date by 2 weeks from the issuance of corrigendum. |                          |

| Pre-bid queries response for Request for Proposal (RFP) for Selection of Third Party Auditor for "State Data Centre" project |  |   |  |                          |
|--|--|---|--|--------------------------|
| Sr. No   | RFP Document Reference(s) (Section & Page Numbed(s))                     | Content of RFP requiring Clarification(s)   | Points of clarification  | Response                 |
| 1  | Section 3.20.5, Relevant Past Experience, Point No - A, Page No – 18     | The Bidder must have experience of minimum 2 projects as SDC Third party Auditor with total project value not less than Rs. 2.00 crore, in last 3 years ending on 31/03/2016. | Please change the clause as:- The Bidder must have experience as SDC/DC Third party Auditor with cumulative projects value not less than INR 2.00 crore, in last 3 years ending on 31/03/2016                | Please refer corrigendum |
| 2  | Section 3.20.5, Relevant Past Experience, Point No - B, Page No – 18     | The Bidder must have experience of at least two IT Security Audit assignments having a total value of INR 1.00 crore or more each in last 3 years ending on 31/03/2016.       | Please change the clause as:- The Bidder must have experience of at least two IT Security Audit assignments having cumulative projects value of INR 1.00 crore or more in last 3 years ending on 31/03/2016. | Please refer corrigendum |
| 3  | Section 3.20.2, Pre-Qualification Criteria, Point no - 4 b, Page No – 16 | The Bidder must have experience of minimum 2 projects as SDC Third party Auditor with total project value not less than Rs. 2.00 crore, in last 3 years ending on 31/03/2016. | Please change the clause as:- The Bidder must have experience as SDC/DC Third party Auditor with cumulative projects value not less than INR 2.00 crore, in last 3 years ending on 31/03/2016                | Please refer corrigendum |
| 4  | Section 3.20.2, Pre-Qualification Criteria, Point no - 4 a, Page No - 16 | The Bidder must have experience of at least two IT Security Audit assignments having a total value of INR 1.00 crore or more each in last 3 years ending on 31/03/2016.       | Please change the clause as:- The Bidder must have experience of at least two IT Security Audit assignments having cumulative projects value of INR 1.00 crore or more in last 3 years ending on 31/03/2016. | Please refer corrigendum |

| Pre-bid queries response for Request for Proposal (RFP) for Selection of Third Party Auditor for "State Data Centre" project |   |  |   |                          |
|--|---|--|---|--------------------------|
| Sr. No   | RFP Document Reference(s)<br>(Section & Page Number(s))   | Content of RFP requiring Clarification(s)  | Points of clarification   | Response                 |
| 1  | Section 3.20.2Pre-Qualification Criteria , Point 2 Turnover , Page 16   | Average Annual Sales Turnover should be INR 5 Crores (Five crores) or more generated from services related to Consulting/IT auditing business during the last three (3) financial years as of 31st March 2016 as per the last published balance sheets.  | It is suggested that the criteria may be revised to minimum of 100 Cr or more Turnover generated from services related to Consulting/IT auditing business during the last three (3) financial years considering the duration of the engagement and value of the work required   | As per RFP               |
| 2  | Section 4.10.5 , Page 29 , Penalty Cap  | All above penalties shall be levied on the TPA for any failure happened on TPA part in any of the agreed Timelines/ SLAs/ Terms & Condition. However, in any case, the total penalty value shall not be greater than 15% of the total contract value.  | It is suggested to cap the the total penalty value at 10% of the total contract value instead of 15% mentioned in the RFP   | As per RFP               |
| 3  | Section 6.2 , Point A.4 SLA Monitoring Audit,Page 37  | TPA shall tabulate, in a template, all possible measurable parameters as defined in the SLA. These parameters shall be checked with random performance indicator against each parameter as reflected in the EMS/BMS/DCIM being used to monitor the services. TPA shall collate the results in a report and submit to the PSeGS/DGR.  | Please specify the details of the EMS being used and other monitoring tools . Are these being provided by SI or any other agency.   | As per RFP               |
| 4  | Section 6.2 , Point A 5. Security and compliance Audit ,Page 37   | TPA shall perform security audit of the SDC as per the Guidelines issued by the Department of IT, Govt. of India, review the information security policy, and provide recommendations to the DGR/PSEGS so as to ensure integrity, confidentiality and availability of information and resources.   | Are the Penetration Testing required? Who shall own the tools? Is the TPA supposed to get the tools to carry PT?  | As per RFP               |
| 5  | Section 6.2 , Point A 6. Network Audit , Page 37  | TPA shall perform network optimization assessment focused on "Pain point's" communicated by PSEGS/DGR.   | Please define Optimization Assessment. As per the TPA scope, configuration and vulnerability assessment can be done to ensure appropriate configuration and security checks are in place. Optimization overall has to be done by SI based on his scope of work and the QoS parameters designed for implementation as per the services provided.   | As per RFP               |
| 6  | Section 6.2 , Point B. Application Profiling, Page 38   | The profiling ("program profiling", "software profiling") is a form of dynamic program analysis that measures, for example, the space (memory) or time complexity of a program, the usage of particular instructions, or the frequency and duration of function calls. Thus profiling is about discovering which parts of the application program consume disproportionate amount of time or system resource. The profiling should be able to identify slow pages or how the application copes with a high load, what methods take a long time to execute, what objects are utilizing excessive amounts of memory, and so on. The objective of profiling is to achieve functional stability in the application source code and to be able to optimize the application code. Profiling should be able to highlight potential bottlenecks in the application. In brief, profiling information serves to aid program optimization. Profiling is achieved by instrumenting either the program source code or its binary executable form using a tool called a profiler (or code profiler). Profilers may use a number of different techniques, such as event-based, statistical, instrumented, and simulation methods. The profiler should be able to trace and isolate exactly where the problem is. The TPA has to provide services of experts for profiling the source code of applications | The tools for profiling code are to be provided by PSegS or brought by TPA. As these tools are quite expensive, the cost may be borne by PSeGS. For application profiling, the source code has to be provided by the SI and any configuration required for the tool to be done by the SI. Also please provide indicative figures for the frequency of the profiling to be done, so that adequate resources and costs can be budgeted. | Please refer corrigendum |
| 7  | Section 6.2 , 3) Project Deliverables, Milestones & Time Schedule ,Point 2 - SDC Infrastructure Audit,Page 40 | SDC Infrastructure Audit   | Please specify the Non -IT Infrastructure components and overall scope of Audit for these   | As per RFP               |



|    |   |   |  |                          |
|----|---|---|--|--------------------------|
| 8  | Section 6.2 3) Project Deliverables, Milestones & Time Schedule, Point 3- Operations and Management Process and control,Page 40 | Audit report including but not limited to following checkpoints related to processes followed by the DCO for its Data Centre Management deliverables : Data Centre Management team, skills, facility management services, change management procedures, IT Infrastructure operations – hardware, software and FMS, Electricity and Diesel consumption, backup procedures, antivirus measures, trainings, network and security administration, performance monitoring, capacity utilization, web security, documentation related to applications   | Please explain and elaborate the process followed for Data Centre Management team by DCO, Skills (Is it to evaluate skills appropriate for the undertaking the respective Job or Trainings done by DCO for skills upgrade), Electricity & Diesel Consumption -Are there any thresholds or Cap or special requirement for these , Capacity utilization is from what perspective? The DCO has to provide reports or manage capacity effectively?         | As per RFP               |
| 9  | Section 6.2 3) Project Deliverables, Milestones & Time Schedule, Point 5.Security and Compliance Audit+B6                       | Security Audit reports including but not limited to following checkpoints/controls:<br><input type="checkbox"/> Vulnerability assessment and penetration testing. The final Report with Executive Summary should include: Identification of vulnerabilities, Evaluation of potential risks, Prioritization of risks, estimated cost to affect remedies (VA/PT tools should be non-intrusive and non-destructive. The tool, test schedule and potential impact to be approved by DGR /PSEGS before deployment).<br><input type="checkbox"/> Compliance to SDC Policy Guidelines.<br><input type="checkbox"/> Compliance of security policy guidelines.<br><input type="checkbox"/> Internal ISMS Audit in compliance to ISO 27001 Standard<br><input type="checkbox"/> Validating the backup and restore in conjunction with the data Centre operator. | How will the estimated cost to affect remedies be arrived at? For different organization it shall be measured differently and it depends upon if there is a cost model build for facilities and services and undelying cost in case of non continuity of services.   | As per RFP               |
| 10 | Section 6.2 3) Project Deliverables, Milestones & Time Schedule, Point 6- Network Audit ,Page 41                                | a. Comprehensive report detailing overall health and design of network<br>b. Recommendations to DGR and PSEGS for performance improvement.<br>c. Network optimization assessment report   | Please qualify Network Optimization Assessment   | As per RFP               |
| 11 | Section 6.2, Scope of SLAM&M , Page No 41   | Master SLA Sheet  | a.i : Please list and provide the categories and applicable SLAs under each to understand the extent of SLA monitoring<br>For the Master SLA sheet to be submitted annually , what shall be the duration of submission after the end of the last quarter /Year , how many weeks /days within which it is required to be submitted.   | As per RFP               |
| 12 | Section 6.2, Scope of SLAM&M , Page No 42   | b. Monitoring of SLA:   | SLA can only be measured at the end of the period defined and not on daily basis. It is suggested that this scope may be modified to include daily monitoring and providing fortnightly exception reports for the major outages encountered. Additionally it should be the responsibility of the DCO to share these reports on daily basis , while TPA shall analyse and provide observation on fortnightly/monthly basis of the major outages if any. | Please refer corrigendum |
| 13 | General   | Timelines of Audit Report   | It is suggested that the timelines of Report submission to be changed to atleast 7 weeks post the quarter end , instead of 15 days   | As per RFP               |
| 14 | Section 6.2, Scope of SLAM&M , Page No 42   | c. Measurement of SLA:  | As per our experience since it takes significant time to verify the invoices generated by the Operator as well as measuring the requisite SLA conformance involving multiple iterations , it is requested that submission of SLA measurement report be revised to atleast 7 weeks after receipt of the invoice/bills from the DCO.   | As per RFP               |
| 15 | Section 6.2, Scope of SLAM&M , Page No 42   | d. Penalty calculation:   | As per our experience since it takes significant time to verify the invoices generated by the Operator as well as measuring thepenalty accrued to the operator involving multiple iterations , it is requested that submission of Penalty calculation report be revised to atleast 7 weeks after receipt of the invoice/bills from the DCO.  | As per RFP               |
| 16 | Section 6.2, Scope of SLAM&M , Page No 42   | e. Downtime Analysis report: TPA shall provide report of downtime of the network services, IT/Non-IT equipment etc. occurred and will seek root cause analysis of downtime in consultation with SDC Operator/users.   | Is it downtime of Network Services or Network Equipments , In case of services , please specify the services and the monitoring tools used   | As per RFP               |

|    |  |   |   |  |
|----|--|---|---|--|
| 17 | Section 6.2, Scope of SLAM&M , Page No 42        | e. Downtime Analysis report:  | It is suggested that weekly downtime report is to short to account for a deliverable and sometimes to get to an actual root cause analysis detail , this may be replaced by weekly monitoring status with the downtime and current status information. A Monthly Downtime Analysis report can then be submitted wherein root cause analysis can be appropriately known and presented. Timelines for Quarterly downtime analysis report may be revised as per the SLA measurement and penalty calculation report suggested earlier i.e. within 7 weeks respectively. | As per RFP   |
| 18 | 6.2.1 Security Audit,Page 43                     | a. Third Party Auditor (TPA) shall conduct security Audit of Core Infrastructure deployed under the project as per the Guidelines issued by Gol/GoP/PSeGS time to time. The Security Audit shall cover below aspects but not limited to:<br>a. Vulnerability in the network and State Network Centre (SNC).<br>b. Penetration testing for the security devices in POP's and SNC.<br>c. Physical access and Logical access to the network/servers/documentation/server room/network operations Centre.<br>d. Access logs | The scope of service mentioned under the security audit comprises of the Network Infrastructure and PoP s deployed. Ideally it should come under the Network TPA scope and not under the sciope of Data Centre TPA. Please re-confirm the scope , it shpuld be limited to the equipments deployed and maintained under SDC and not at PoPs  | Please refer corrigendum   |
| 19 | 3.20.5, Relevant Past Experience, Page 18        |   | a) Ongoing projects should also be considered as part of relevant experience<br>b) Last 5 years instead of last 3 years   | a) Ongoing projects should also be considered as part of relevant experience - <b>Please refer point 4 part b at page number 16</b><br>b) Last 5 years instead of last 3 years - <b>As per RFP</b> |
| 20 | 3.20.5, Adequacy & quality of resources, Page 19 |   | For Senior Consultant, "Minimum requirement is 4 years for SDC". Please elaborate.  | Please refer corrigendum   |
| 21 | 3.20.5, Adequacy & quality of resources, Page 20 |   | For Senior Consultant, ITIL Certification may also be added as relevant certification   | Please refer corrigendum   |
| 22 | 3.20.5, Adequacy & quality of resources, Page 21 |   | For Consultant, experience in SWAN audit may also be considered.  | As per RFP   |
| 23 | 4.10.3, Replacement of resources, Page 29        |   | Following may also be added in the text:<br>One replacement during the first quarter of the each year shall be allowed subject to approval from PSeGS. In case resources are replaced more than once per year (except in case of death, medical incapacity, resignation), penalties shall apply.  | Please refer corrigendum   |
| 24 | 6.2, SDC Infra Audit, Page 36                    |   | Kindly provide the details of infrastructure available at SDC for which the audit would be performed.   | As per RFP   |
| 25 | 6.2, SDC Infra Audit, Point (d), Page 36         |   | TPA shall audit the consumables within the SDC such as Electricity, Diesel, Bandwidth cost etc. Not sure whether TPA Audit should include this  | As per RFP   |
| 26 | 6.2, 3(a) Page 36                                | The TPA would audit the overall Physical and IT infrastructure management processes as per ISO 20000 framework including Monitoring, Maintenance and Management of the entire Data Centre, along with providing Helpdesk services and provide recommendations to the DGR/PSEGS.   | Is the TPA required to set-up a Helpdesk or audit the helpdesk operations?  | Please refer corrigendum   |
| 27 | 6.2, Application Profiling, Page 3               |   | Please share the details of the applications hosted in SDC for which the profiling needs to be done   | As per RFP   |
| 28 | 6.2  | Application Profiling<br>The TPA has to provide services of experts for profiling the source code of applications developed in .NET and Java platform. The services shall be hired on case to case basis.   | As this is not a typical component of scope of work of TPA, hence we request to remove it from the scope of work of thie RFP. A separate bid may be more suitable for application profiling.  | Please refer corrigendum   |
| 29 | 6.2.2 (b), Page 45                               | TPA shall analyse the complaint registers/reports from the helpdesk system maintained by PAWAN operator centrally at SNC and at each PoP and their action along with time of call closure.  | This seems to be a typo-error. Request to correct it as per SDC TPA requirement.  | Please refer corrigendum   |
| 30 | 7.2.3, Page 46                                   | TPA will ensure that the time lines will be adhered to. If there are any perceived slippages on the timelines, TPA would deploy additional manpower, free of any additional charges.  | The clause should be change to:<br>TPA will ensure that the time lines will be adhered to. If there are any perceived slippages on the timelines, solely attributed to the TPA, then the TPA would deploy additional manpower, free of any additional charges.  | As per RFP   |
| 31 | Project Deliverables, Point 2, page 40           | Inventory audit report including executive summary, checklist and compliance including but not limited to IT and Non-IT Infrastructure.   | We request the Department to specify the IT and Non-IT infrastructure to be considered under the scope.   | As per RFP   |