

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
1)	Page 4 , Section 1.0 ; Sr.No 7	Last date and time for receipt of proposals is 12th June 2014 till 3.00 pm	Post publishing the responses to the pre-bid queries, we request you to allow at least 2 weeks’ time for submission of bid.	PI refer to Corrigendum
2)	Page 5, Section 2.0 Invitation for Proposal (IFP)	Consultant shall synergize the usage of existing SUWIDHA centres in urban & Gram Suwidha Kendras (under CSC scheme) in rural areas.	It is understood that for a population of 3 crores and 1 service delivery center per 10,000 people, approximately 3000 Service delivery centers shall be required. It is also understood that around 2100 Service Delivery Centers are either operational or near being operational. Does this RFP cater to all 3000 service centers or the new centers which need to be created? 2) In case all 3000 are being considered, then what shall happen to the existing Service Centre Agency (SCA) which is operating the SDCs 3) In case only new ones are being covered, is there a plan to integrate earlier SDCs with new ones via centralized system? Who will own the responsibility of integrating between already established and to be established SDCs	PI Refer to clause 2.1 & Section 5 of the RFP document.
3)	Page 10, Section 3.5.1 & 3.5.2, RFP Document Fees	Entire Clauses	As we had submitted the required RFP document fees earlier with the bid submitted to PSeGS for the same assignment against RFP Ref No. UC/Punjab/DGR/PSeGS/2013/01. We understand that the RFP document fees submitted earlier would get adjusted. here and consultants are not required to submit a fresh RFP document fees against this RFP (Ref No. UC/Punjab/DGR/PSeGS/2014/01). Further this clause is applicable to those consulting agency, who initially did not participate for this assignment.	As per RFP. Fee paid earlier shall not be adjusted. Need to be paid again.
4)	Page 12, Section 3.9.1 & 3.9.5, EMD	Entire Clauses	It is requested to please consider Bank Guarantees as well for the submission of EMD Request to please reduce the EMD amount to Rs. 5 lacs.	AS PER RFP

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
5)	Page 13, Section 3.10.3	The authorization shall be indicated by written power of attorney/ Board resolution and shall accompany the Proposal.	As part of this clause, Board Resolution indicating the authorized signatory is permissible for submission. However, as part of the Pg 59, Table S. No.13, Special Power of Attorney has been asked as per Annexure B. We suggest to allow the submission of Board Resolution for the said purpose. Additionally, it is mentioned here that format for special power of attorney has not been provided at Annexure - B as stipulated in the RFP.	Board resolution has been allowed for the said purpose.
6)	Page 15/ Sealed Envelope No. 4:/ Commercial Proposal	I. Apart from a hardcopy of all documents, bidder would also submit a softcopy of all documents & worksheets of commercial proposal on a 2 non-rewritable CDs.	Generally commercial proposal is not asked in soft copy. Request to clarify this clause.	As per RFP
7)	Page 19, Section 3.17 ; Sr.No 2	The Bidder should be in the business of Consulting for at least 5 years as of 31st March 2014	Do we need to show work orders for all last five years ?	Yes, reference of work order is required.
8)	Page 19, Section 3.17 ; Sr.No 3	Average Annual Sales Turnover should be INR 50 Crores or more generated from services related to Consulting business during the last three (3) financial years as of 31st March 2014 as per the last published balance sheets	Does that mean that in each financial year for the last 3 financial years it should be INR 50 crores?	It should be average of 3 years.
9)	Page 19, Sr. No. 5	For details of Experience of responding firm / Project Citation supported with Work order and Proof of Project completion certificates from client.	<ul style="list-style-type: none"> <li>Request you to please modify the clause as follows: For details of Experience of responding firm/Project Citation supported with Work order and Proof of Project completion certificates from client or a Self-Certification from Authorized Signatory for proof of completion.</li> </ul>	As per RFP
10)	Page 19, Section 3.17, Pre-qualification	Criterion pertaining to Turnover and Net worth	The RFP requires to submit the financial statements and net worth certificate till 31st March 2014. At present the financial audit exercise is in process and audited financial results till 31st March 2014 have not been declared yet.	Pl refer to Corrigendum

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
	Criteria & Evaluation, Table S. No. 3 and 4		Hence, it is suggested to allow submitting the Turnover details and Net worth certificate for last three FYs (2010-11, 2011-12, 2012-13)	
11)	Page 20, Section 3.17 ; Sr.No 5	The Bidder should have Consulting Project experience of at least three completed International/ National/ State level multi-locational Service Delivery projects for Government/PSU ( involving on-Site/ off-Site Survey, Collection & Analysis of Requirement, Project –Planning, Preparing Detailed Project Report, Designing of need based Citizen delivery outlets, service delivery infrastructure development, Bid Management & Project management) with bidder's Consulting Contract Value of INR 100 lacs per project or above in last five years ending 31.03.2014, as evidenced by the certificate issued by a competent authority of the concerned Government organization(s)/PSU.	<p>As most of the large scale consulting projects are spread over multiple phases and multiple years for support. For such on-going engagements, we suggest if the value of work delivered of more than Rs. 100 Lakhs is considered. Please consider following for on-going large scale consulting projects:                      “In case of on-going projects, Phase completion certificate / work order along with proof for realization of payments shall be furnished by bidder.”                      We request you to please remove the activities as detailed in the criteria, as some of the large scale projects may or may not cover all the components as mentioned in the criteria and hence may not be considered by client for evaluation.                      All of these components may not be available in a single project. So projects with some of these components should be considered.</p> <p>Projects <b>Ongoing but not completed</b> should also be considered .</p> <p>Consulting value may be reduced to INR 40 lacs.</p>	PI refer to corrigendum
12)	Page 21, Section 3.18, Technical Proposal Criteria &	Criterion pertaining to Average Annual Sales Turnover	The RFP requires to submit the average annual sales turnover till 31st March 2014. At present the financial audit exercise is in process and audited financial results till 31st March 2014 have not been declared yet. Hence, it is suggested to allow submitting the Turnover details for	PI refer to Corrigendum

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
	Evaluation, Table S.No.1 (A)		last three FYs (2010-11,2011-12,2012-13)	
13)	Page 22 , Point 2.B	Bidder should have experience of Preparing Detailed Project Report for selection of any PPP operator by conducting International/ National/ State level, on-Site/ off- Site Survey, Collection & Analysis of Requirement, Project –Planning, Preparing Detailed Project Report, Government Process Re-engineering(GPR),Designing of need based Citizen delivery outlets, service delivery infrastructure plan, Bid Management & Project management plan of minimum 2 projects with minimum Consultancy cost of INR 100 lacs or more in last five(5) years.	<p>Request to modify this clause as under: Bidder should have experience of Preparing Detailed Project Report for selection of any PPP operator by conducting International/ National/ State level, on-Site/ off- Site Survey, Collection &amp; Analysis of Requirement, Project –Planning, Preparing Detailed Project Report, Government Process Re-engineering(GPR),Designing of need based Citizen delivery outlets, service delivery infrastructure plan, Bid Management &amp; Project management plan of minimum 2 projects with minimum Consultancy cost of INR 30 lacs or more in last five(5) years.</p> <p>Requested is to consider experience of preparing Detail Project Report for selection of <b><u>Citizen Service Delivery bidder</u></b> / selection of PPP boot operator by conducting International/National/ State level, on-Site/ off-Site Survey, Collection &amp; Analysis of Requirement, Project – Planning, Preparing Detailed Project Report, Government Process Re-engineering(GPR), Designing of need based Citizen delivery outlets, service delivery infrastructure plan, Bid Management &amp; Project management plan of minimum 2 projects with minimum consultancy cost of INR 100 lacs or more in last five(5) years.</p>	PI refer to corrigendum

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
			<p>PPP is primarily used for Infrastructure projects; hence the existing criterion limits the competition by mentioning detailed components (as underlined).</p> <p>We request you to please remove the components (as underlined) from the requirement to allow bidders to showcase their PPP expertise in projects other than e-Governance.</p> <p>ii. The criterion further limits the competition by mentioning the duration as “last 5 years”. In last 5 years, not many e-Governance projects have been implemented on PPP basis in India. Hence we request you to please relax on this time limit.</p> <p>Since the Department is looking for experience in PPP projects, hence the criterion shall remain open to experience. But in actual the criterion is further restricting bidders by defining Consulting fees limit of Rs. 100 Lakhs.</p> <p>We request you to please remove the Consulting fee limit from the criterion.</p>	
14)	Page 22, Section 3.18. Technical Proposal Criteria & Evaluation Point 3.18.4Table Pt. 2(A) -	Under this section, point no 2(A) - which details conditions on relevant past experience says that: The Bidder should have International/ National/ State level Project Consulting or Project Implementation experience of at least two multi-locational Service Delivery projects for Government/ PSU with a Project cost of INR 50 Crore or above, as evidenced by the certificate issued by a competent authority of the concerned government organization(s).	Please clarify whether the value of Bidder’s scope of work on the Project should be 50 Cr or the total value of project rollout for which Bidder is the Consultant should be RS 50 Cr. If 50 Cr is the value of project rollout where Bidder is the consultant, we request you to please consider LOI/Agreement for Consulting as a proof for this criteria as in most of cases approx. costing of Govt. Projects are available in Public Domain like CCTNS, eDistrict, Commercial Tax etc. If it’s requirement of	It is value of System Integrator project and not consulting Value.

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
	Relevant Past Experience		Project Consulting we request you to kindly relook into the Project Cost Criteria.	
			Request to modify this clause as under: The Bidder should have International/ National/ State level Project Consulting or Project Implementation experience of at least two multi-locational Service Delivery projects for Government/PSU with a Project cost of INR 15 Crore or above,.	AS PER RFP
15)	Page 23 , Technical evaluation, Point 2C	Bidder Should have experience in executing complete Bid management (RFP Preparation to Signing of Contract) process for selection of a Service Delivery Project Operator at State/ National level of minimum 2 projects.	Signing of contract is a part of Bid management which is highly dependent on clients and in multiple cases, even after successful evaluation of bids; the contract signing doesn't take place. Hence, we request you to please remove "Signing of contract" from the definition of Bid management.	As per RFP
16)	Page 23, Section 3.18.4 ; Pt 4	Adequacy and Quality of Resources proposed for Deployment	If the resources have done BE/B Tech or MBA from the provided list of institutes but the location of the institute is different or if it is from an equivalent institute. How the marking will be done in such cases?	AS PER RFP
17)	Page 23 , Section 3.18.4 Sr. No. 4-A & 4-	Experience of Project Manager & Senior Consultant	We request you to please consider revising the experience requirement from 15 years to 10 years and accordingly the remaining details of the criteria.  Similarly, we request you to please consider revising the overall experience requirements of Senior Consultant from 9 years (minimum) to 6 years (as min.) and for Consultant to 4 years from existing 5 years.  a) Experienced and qualified professionals with 8 years of	PL refer to corrigendum

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
			<p>experience perform the tasks of Project Managers effectively. Also the selection of such professionals in a reputed consulting is on the basis of their prior experience and abilities to manage such project. As the Manager and team have to be full time deployed on ground we request Society to consider 8 years of relevant experience professional (maximum marks).</p> <p>b) Also the education qualification such as MSC IT, CA etc with relevant experience may be considered.</p> <p>We would request that in case the minimum experience requirement for each resource can be reduced a little. Our suggestion would be to make that 10 yrs (minimum)</p> <p>Requested to change : Consultant : Overall Experience in Consulting for More than 5 years to get 3 marks with Minimum 3 year experience</p>	
18)	Page 23 , Section 4. Adequacy and Quality of resources proposed for Deployment,	<p>Managers: Education Qualifications - From Top 50 listed Institute</p> <p>Senior Consultants: Educational Qualification - From Top 50 listed Institute</p>	<p>We would suggest that this criteria of relative marking should be deleted. For projects such as these, the type of experience is of vital importance. Also, various other institutes apart from the 50 mentioned in the RFP provide quality education. The top list of institutes various periodically and the benchmark criteria for their ranking may also not be consistent. In view of the above we request the Society to consider professionals with the right experience who have passed out from other reputed institutes as well.</p> <p>Please elaborate on how will the international education qualifications of proposed resources best suited for such assignments will be evaluated.</p>	AS PER RFP
19)	Page 24 , Clause 3.18.4	Overall Experience in Consulting for More than 7 years to get 3 marks with Minimum 5 year experience	Requested to change : Consultant : Overall Experience in Consulting for More than 5 years to get 3 marks with Minimum 3 year experience	AS per RFP

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
20)	Page 26 , Clause 3.18.4.5	Some of the Resources to be deployed by the Consultant must have basic proficiency (Reading & understanding skills) of Punjabi & Hindi languages considering the interactions with stakeholders at all levels of project.	<p>Some of the Resources to be deployed by the Consultant must have basic proficiency (Reading &amp; understanding skills) of Punjabi <b>OR</b> Hindi languages considering the interactions with stakeholders at all levels of project.</p> <p>Requesting you to relax requirement of Punjabi Language.</p>	AS PER RFP
21)	Page 27 , Section 3.19.5,	Commercial Proposal Evaluation	<ul style="list-style-type: none"> <li>• Given the nature of the scope and skill requirements for the project, request to you reconsider the proposal evaluation criteria in terms of weightage given to technical score w.r.t. commercials. We request a higher technical score weightage as below:</li> <li>• Technical Score (TS) – 70%</li> <li>• Commercial Score (CS) – 30%</li> </ul> <p>We request you to please consider revising QCBS terms as 60:40 instead of 30:70.</p> <p>As the Society is keen to select a competent professional firm for the assignment we suggest that due weightage should be given to technical evaluation criteria. We suggest that this should be changed to QCBS with 70:30 weightage with technical weightage as 70:30</p> <p>Considering the requirement and scope of this assignment, we propose that the evaluation should consider the technical expertise of the bidder. Therefore, it is suggested to make the QCBS weightage as Technical Score(TS) - 70% and Financial Score (FS) - 30%.</p>	Pl refer to corrigendum



**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
22)	Page 27, Section 3.19, Commercial Proposal Evaluation	3.19.4 Commercial Score of Bidder(CS) = (Commercial Proposal of L1 bidder/ Commercial Proposal of the bidder being evaluated) x 100%	We request you to please check the formula, as it should be (Commercial Proposal of L1 bidder/ Commercial Proposal of the bidder being evaluated) x 100 instead of 100%	Pl read ‘100%’ as ‘100’
23)	Page 28 , Clause - 3.23.1.3 Fraud and Corruption,	“Unfair trade practice” means supply of services different from what is ordered on, or change in the Scope of Work given in RFP.	Supply of different services cannot, under any circumstances, amount to an 'unfair trade practice'. Request to delete this definition.	Here 'Unfair Trade Practice' means misrepresentation of the facts while delivering services as per the scope of RFP.
24)	Page 29, 3.24	Confidentiality	It is suggested that a clause may be appended here as: Subject to confidentiality restrictions, Consultant would be given a onetime approval to refer to this engagement for client citation purposes. The obligations of confidentiality shall not apply to information which: (i) is rightfully known to the consultant prior to its disclosure by Client; (ii) is generally known or easily ascertainable by a non-party of ordinary skill in the business of the consultant or Client; (iii) is released by Client to any other person, firm or entity (including governmental agencies or bureaus) without restriction; (iv) is independently developed by the consultant without any reliance on the confidential information of Client; or (v) is or later becomes publicly available without violation of this Contract; or (vi) is required to be compulsorily disclosed to governmental or regulatory agencies under applicable law. In any event, the confidentiality obligations herein shall subsist for a period of eighteen (18) months from the completion of the services under this Contract or expiry/ termination of this Contract, whichever is earlier.	As Per RFP

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
25)	Page 31 , 4.7, Reporting	Consultant shall submit fortnightly report, project issue tracker etc.	Soft copy submissions of reports should be allowed, followed by hardcopy if desired by the authorities.	AS per RFP
26)	Page 31, 4.4	4.4. Consultant’s Downstream Business Interest The Consultant shall not be eligible to bid for the activities relating to the implementation of this project. Further, the consultant shall give a declaration that they do not have any interest in downstream business, which may ensue from the RFP prepared through this assignment.	<p>• Considering the vast scope of this project, various departments will be under the purview of this project. In due course of this project, other consulting assignments/proposals might come up from different departments. So would request you to clarify if the consultant is restricted from any other consultancy bid in the state. However, we don’t request any change in the clause restricting consultant from bidding in any SI related work as an output of this project.</p> <p>Society is requested to kindly elaborate the work which would constitute as Conflict of Interest. Would departmental PMU / District PMU be considered as Conflict of Interest?</p> <p>Since this project would cover all governments departments, PSUs and other government agencies in the State of Punjab and Consultants would play a role of umbrella consultants for e-governance initiatives in the State.</p> <p>In view of the above we request to allow separate team(s) from selected consultants (to avoid conflict) for this project for downstream business from governments departments, PSUs and other government agencies in the State of Punjab.</p> <p>Also request to please specify governments departments, PSUs and other government agencies for efforts estimation purpose.</p>	Consultant shall be free to bid for other department’s independent proposals but should not have downstream interest in BOOT operator business being appointed through this project.

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
27)	Page 32, Section 4.5.5 page.	The Society may ask Consultant to deploy additional resources at a short notice of minimum seven (07) days to meet the timelines of the deliverable at consultant’s own cost	<p>We request that this clause may be modified as under: The Society may ask Consultant to deploy additional resources at a short notice of minimum fifteen (15) days. On deployment of additional resource as per the requirement of society, approved manpower rates as per bidder’s proposal or NICSI rates will be applicable for the duration of deployment.</p> <p>Requesting you to increase the timeline form (7) days to 15 days for deployment of additional resource.</p> <p>Any delay which is not attributable to Consultant shall not be a reason for extension of resources.</p>	PI refer to Corrigendum
28)	Page 33, Clause 4.10	Intellectual Property Rights	<p>We suggest to include the following in the respective clause: Consultant is responsible for providing a balanced third party IPR infringement indemnity (subject to Consultant being allowed to control the defence) and a balanced reciprocal indemnity for death/bodily injury provided Client agrees also to keep Consultant indemnified against third party claims.</p> <p>Request for addition of the following in the end of the clause,</p> <p>"Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Consultant's pre-existing materials (i.e Materials owned by the Consultant which were created and developed prior to this Agreement without direct reference to the deliverables under this Agreement) which may now be incorporated by the Consultant into the final deliverables/reports or the like, supplied to the Client hereunder in the course of delivering the Services pursuant to this Agreement. However, in the event any</p>	PI refer to corrigendum

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
			<p>such pre existing material is used in the deliverables/reports provided to the Client by the Consultant, the Consultant hereby agrees to grant the Client an non exclusive, paid-up, royalty free and perpetual license to use such pre-existing material as it exists in the deliverable/ reports prepared by the Consultant as a part of this Agreement."</p> <p>We suggest that following may be considered to be incorporated in the clause: Subject to payment in full of the professional fees for the relevant Deliverables, the final Study Reports or other material or graphic (collectively “Deliverables”), prepared by Consultant for, and submitted to Client under this engagement shall belong to and remain the property of Client excluding the pre-existing intellectual property rights/ proprietary materials of Consultant incorporated in the Deliverables which shall continue to belong to Consultant. Specifically, with respect to Consultant's pre-existing IPR, Consultant shall agree to provide Client with a non-exclusive &amp; non-transferable license to use the same (to the extent incorporated in the deliverables) for its internal use in connection with the services provided by us under this Agreement. Also, Consultant shall continue to retain ownership over its draft deliverables/internal working papers. Additionally, subject to its confidentiality obligations under this Agreement, Consultant would also be allowed to use the general skills, knowledge, know-how etc. created during the course of this engagement for its subsequent engagements. Moreover, any third party licenses, necessary for the performance of the services, would be procured by the Client.</p>	

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
29)	Page 33 , Section 4.12	Penalty clauses	<p>We would request that the adherence to deliverable timelines should be measured against the submission of the deliverable by the consultant to the concerned department. Thereafter, the time taken by the department for the review/approval of the deliverable should not be considered / counted as delay.</p> <p>We would suggest that the penalty should be attributable only on the concerned milestone wherein delay has been reported. Further the quantum may be relaxed from 1% to 0.5% of the milestone value / deliverable value.</p> <p>Penalty clauses are quite stringent and are unheard of in the consulting domain. Society should maintain a fine balance between flexibility and getting good quality output. Having such stringent clauses would act more of a distraction than help the overall objectives. It is suggested that Penalty clauses be diluted and kept for 2-3 important areas</p> <p>Penalty %age/ amount is at a very higher side hence should be relaxed since finally it has to be factored into project cost. In addition, there should be a cap on individual item and an overall cap of penalty. Further this should be levied subject to discretion of waiver. Also the penalty should be subject to Force Majure. Further there are several deliverables which would be dependent on third parties. Hence request to relax penalty linked with deliverables. Request for Monthly Status Report instead of Fortnightly Status Report.</p> <p>All penalties in this clause are too stringent and it is suggested to relax the criteria. Further, there are</p>	PI refer to corrigendum

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
			<p>scenarios wherein resources are required to be replaced/substituted owing to reasons beyond the control of bidder. In such scenarios Society should take a view and mutually agree on the relaxed penal terms.</p>	
30)	Page 35 , Para 4.12.1.1/	<p>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 Consultant. The Consultant may be debarred for applying in future project consultancy assignments in the state.</p>	<p>Requesting you to modify the clause as following:                      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 Consultant. The cost will be 1 time of fee paid to consultant. The Consultant may be debarred for applying in future project consultancy assignments in the state.</p> <p>It is suggested that a clause may be appended here for the parties to follow a fair and consultative process, before invoking this clause, for persistent and material non performance objectively determined to be attributable to Consultant. In the event these clauses are ever invoked, Consultant should not be unfairly prejudiced through an offering of more favorable commercial terms to any third party from whom the services may be procured. Further this risk purchase shall be part of the overall liability of Consultant under this engagement.</p>	AS PER RFP
31)	Page 35 , Section 4.12.2 ; Pt:3 ;	Manpower Deployment	<p>How the case will be handled if the resource leaves the organization before Work order is issued ? As it is mentioned that no substitution of resources will be allowed for the CVs shared in technical bid. A penalty of 3 lakhs will be applicable in such cases of substitution.</p> <ul style="list-style-type: none"> <li>• We request you to be considerate for the reasons (for</li> </ul>	Pl refer to corrigendum

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
			<p>instance resignation, medical incapacity etc.) which are beyond the control of the consultant and modify the statement as follows:                      No substitution of those resources will be allowed (except in case of death, resignation or medical incapacity) whose CVs have been provided along with the technical bid for the period T0 + 180 days (i.e. 180 days of commencement of Project).</p> <ul style="list-style-type: none"> <li>• We also request to add a clause that “If the Work Order is issued after 90 days after the Bid Submission, Bidders will be allowed to substitute the resources with a resource possessing equivalent or higher Qualification and experience without any penalty” because it will be difficult to keep proposed resource locked in beyond a certain time period.</li> </ul> <hr/> <ul style="list-style-type: none"> <li>• We request you to change the clause as follows: Resources initially deployed are not to be replaced during the tenure of the project (except for the reasons which are beyond the control of the consultant, for instance, death, resignation, medical incapacity etc.). In case resources are replaced, penalties will apply.</li> </ul> <hr/> <p>Please specify the leave policy applicable for the resources to be deployed. As a standard practice in private and government organizations, 30 days of earned leave is allowed along with 5 days of sick leave. There is also a provision for minimum number of days of training in a year for professional growth of the resources.</p> <hr/> <p>As the project is of a long duration, we request that two to three replacements be allowed without penal clauses. This clause should be deleted.</p>	

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
32)	Page 36 , 4.12.2- Manpower Deployment,	Penalty: Knowledge Transfer for at least 25 working Days.	Suggestion: KT time should be reduced to 10 working days (2 weeks calendar duration)	AS PER RFP
33)	Page 37, Section 4.13, Release of payment	4.13.3, Society will release the payment within 45 days of submission of Invoice subject to necessary approval of invoice by the Society after proper verification of the invoice and all supporting documents.	Consultant's project profitability and billing cycles are calculated on a monthly basis. Hence, it is suggested that the payment may be released within 30 days of submission of invoice.	As per RFP
34)	Page 37 & 72, Para 4.13.1./	Milestone based payment will be made as per the schedule defined in “Annexure A: Deliverables, Timelines and Payment Terms”	<p>The RFP focuses on deployment of manpower more than delivery of quality deliverables and hence all the penalties have been linked to the deployment of manpower. But, at the same time all the Payments have been linked to the achievement of milestones. In case the Dept. is looking at dedicated deployment of resources, hence it is suggested to de-link a part of payments from milestones and link it to deployment of manpower</p> <p>We suggest that the project should be converted into a T&amp;M contract for the consultant instead of the Lump sum contract. Payment terms should also be on monthly basis. In fact, penalty clause proposed by the Society are more in line for T&amp;M contracts. Given that the size and scope of project is still open ended at this stage, converting it into a T&amp;M contract would ensure shortlisting/selection of a consultant and commencement of the initiatives envisaged by the Society.</p> <p>It is requested to make this project as T&amp;M (Time &amp; Material) Project wherein the payment to the consultants shall be made based on man-month rate for the resources actually deployed on the project on-site. In addition,</p>	Pl refer to corrigendum



**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
			certain percentage (say 20% to 25%) for supervisory charges should also be allowed.	
35)	Page 37 , Section 4.13, Commercial Terms	4.13.2, Consultant will submit the invoice along with respective deliverable approvals by Project Review Committee and all other supporting documents/proofs only after the completion of a milestone.	We suggest that a pre-agreed acceptance criteria be decided. The deliverables should be judged as per a pre-agreed acceptance criteria and the concept of Deemed Acceptance to be brought in.	As per RFP
36)	Page 37, Para 4.13.5/	4.13.5. The total final contract period shall be three years from the time of signing of contract. In case of any delay in the project not attributable to the Consultant, Society may take final decision on the additional cost for the time overrun on a man-month basis as per resource man month rates quoted by consultant in Commercial Proposal submitted.	Request to clarify whether these delays would be considered during the contract tenure or only after completion of contract tenure.	It shall be discussed with coconsultant before expiry of the Contract
37)	Page 37 , Para 4.13.6/	Society may utilize the resources of the consultant for any other additional task beyond scope of work on a man-month basis as per resource man month rates quoted by consultant in Commercial Proposal submitted.	Request to clarify on the additional tasks. Further additional tasks/ resources should be discussed and finalized based on mutual agreement.	Here additional task refer to only similar consulting task related to this project only.
38)	Page 38 , Clause 4.15 to 4.17 of the GCC,	Termination of Contract	Request for addition of the following in the end of the clause, "Upon termination consultant shall be entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination." Request to define the termination procedure including notice period, opportunity to rectify before termination, etc. Further this clause should be link with clause 4.19 'Resolution of Disputes' We suggest that an objective and consultative process	Pl refer to corrigendum

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
			<p>should precede before the Client chooses to exercise its termination rights- a mechanism should be put in place to objectively capture service related defaults and allocate the accountability to an appropriate party in a transparent manner. A reasonable "cure" period of 30 days should be provided for service related issues. Upon termination for any reason whatsoever, Consultant should be paid for the services performed by them till the date of termination.</p>	
39)	Page 40 , Clause 4.21.1 of the GCC,	Indemnity	<p>Request for deletion of the following,</p> <p>"Subject to Clause 4.21.2 below, Consultant (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 nonperformance under this Agreement." As the same is not applicable for the kind of services to be provided by consultant under this agreement.</p>	AS PER RFP
40)	Page 42 , Para 4.22.1	The liability of Consultant (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. The liability cap given under this Clause 4.22.1 shall not be applicable to the indemnification	<p>Requesting you to revise this clause as under: "Notwithstanding anything contained in the contract, Society agrees that the Consultant shall not be liable to Society, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the</p>	AS PER RFP

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
		obligations set out in Clause 4.21.	<p>Consultant. In no event shall the Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract.”</p> <p>Liability is unlimited for indemnity obligations specified under clause 4.21, which includes above point and IPR infringement. Request for deletion of this clause.</p> <p>The maximum aggregate liability of the Vendor shall not exceed the PO value. All indirect and consequential damages under this Agreement are excluded. Except for the warranties and representations expressly stated herein, Vendor hereby excludes all implied and statutory warranties.</p>	
41)	Page 43, Section 5,	Scope of work – Part I (Indicative & subject to change as deemed relevant by Society)	<p>We suggest that any changes in the existing scope of work shall be processed through a Change Management process and a cost shall be evaluated on the basis of man-month rates and efforts estimated. Accordingly a maximum cap shall be defined on how much change is acceptable to both the parties.</p> <p>The existing situation allows for “Scope Creep”, which is a non-ending process and will hurt the project badly.</p> <ul style="list-style-type: none"> <li>• Request you to provide the list of departments which will be covered in the scope of this project.</li> <li>• Request you to also clarify if the department rollout can be planned in a phased approach to ease out the complexity of rolling out all the departments in one go.</li> </ul>	AS PER RFP. However state information may be referred from the state portal punjab.gov.in.

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
			<p>Society is requested to mention the phases/chronology in which departments will be covered and in which time frame to have better clarity on the scope and time frame for overall project.</p> <p>Due to involvement of various departments/ entities, request to please clarify on drafting and submitting common (for all department/ entities) and separate deliverables e.g. DPR/ RFP – common for all departments/ entities or separate for each department/ entity.</p> <p>Is assumed that strategy formulation for integration of various departments and sharing of information between them is not included as part of this initiative. Pls validate</p> <p>It is assumed that details required for geographic suitability from different departments shall be made available to Consultants.</p> <p>It is assumed that follow-up shall be done by the department</p> <p>It is understood that best practice study is required to be carried out using public resources, secondary research, etc. No travel or primary research is involved in the study of best practices. Please clarify.</p>	
42)	Page 44, Section 5.1.1,	Geographical On-site Survey: Consultant to survey the entire state for identifying the ideal locations for setting up of Service Delivery Centres as per geographic & administrative suitability in Urban & Rural areas.	Out of pocket expense with regard to travel, stay per diem etc should be borne by society or the OPE should be specified.	All such expenses shall be borne by the Consultant only.
43)	Page 44 , 5.1.5, Geographical	Consultant to survey the entire state for identifying the ideal locations for setting up of Service Delivery Centres as per geographic & administrative suitability	It is understood that Department/society will provide all the arrangements of boarding, lodging, transportation to the Consultants for undertaking the survey of the entire	

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
	site survey	in Urban & Rural areas.	State. Please clarify	
44)	Page 44, Section 5.1.9,	Feasibility of running Service delivery centers on PPP model	<p>The clause focuses running of Service delivery centers on PPP – BOOT model.</p> <p>We would like to highlight that in the current scenario of e-Governance projects, most of the big players of IT / ITeS industry have shown their unwillingness to participate in the e-Governance SI projects due to risks involved in execution of same, especially if the project is planned on PPP model. There have been few examples from the State Govt. projects where by Dept. has struggled to receive adequate no. of bids.</p> <p>Hence we suggest Department to not finalize the implementation model as of now. The implementation model can be discussed and decided later on, keeping in mind the interests of State Govt. and participating industries.</p>	AS PER RFP
45)	Page 47, Project Evaluation	Impact Assessment Survey shall be done to collect the post implementation data as per pre-defined sampling method and to compare the same with baseline data to understand the actual quantum of impact made on related stakeholders.	Is assumed that Survey shall be done by department (or designated agency assigned by department) and is not in scope of engagement of the consultant	Impact assessment shall be done by the third party appointed by PSeGS however Consultant shall be responsible for preparing RFP & Bid management for selection of such agency, if required by the PSeGS.
46)	Page 48 , Para 6.1.3	Consultant will ensure that the time lines will be adhered to. If there are any perceived slippages on the timelines, Consultant would deploy additional manpower, free of any additional charges.	This is in contradiction of clauses 4.5.4.& 4.5.4. of the RFP. Request to please clarify.	Both clauses are independent; there is no contradiction in both the clauses.

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
47)	Page 49 , Section 6.2 Roles & Responsibilities of Society	To provide understanding of AS-IS processes to the Consultant	Will Society provide the full and final AS-IS Document to the consultant?	No, society shall not provide any such document.
48)	Page 72, Section 8. Annexure A - Work Deliverables, Timelines and Payment Terms. Table Pt. 2	Under this section, point no 2 - states that: Release of Mobilization Advance payment against submission of additional bank guarantee (over & above the PBG) equal to 5.5% of total contract value. But this is on "Approval of Project Review Committee"	<p>We would request that in case this can be simple made against "receipt of additional bank guarantee submitted by vendor". This would prevent any delay which may be caused in getting the required approvals from Project review committee, due to any reason which is out of control of vendor.</p> <p>Advance payment of should be released on the signing of contract /issuance of Lol</p> <p>The selected consultant is required to deposit a Performance Bank Guarantee of 10% of contract value in order to sign the contract. We request client to consider a Mobilization advance of 10% of contract value against the submission of PBG of 10.5% of contract value without need of any additional BG.</p>	As per RFP
49)	Page 72 , Section 8.0 Annexure A	Work Deliverables, Timelines and Payment Terms	<ul style="list-style-type: none"> <li>The summation of payment schedule (%age of total fee to be released) is coming out to be 105%. Please check and clarify.</li> </ul>	5% Mobilization Advance is adjustable. Please refer to clause no. 4.13.7
50)	Page 73, , Point 6	Miniature Model preparation of approved Delivery Centres	It is assumed that a soft copy of the miniature model shall be submitted and not the physical model	Miniature may be asked by the PSeGS
51)	Page 75, Section 8.0 Annexure A,	I. Follow-up with BOOT operator for submission of Transition plan within specified time limit II. Study & recommendation of Transition plan	Consultant's deliverable is dependent on the BOOT operator. What is the clause to avoid the delay in payment milestone if Consultant's work is on track?	AS PER RFP

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
		III. Follow-up for approval of transition plan		
52)	Page 75, Clause 8.0 – Annexure A – Sr. No. 11 –	Approval of Transition Plan Prepared by BOOT operator	The timeline for the Transition Plan more than required. It is suggested to re-align considering the development period to be undertaken by the SI.	AS PER RFP
53)	Page 75 , Clause 8.0 – Annexure A – Sr. No. 12	Approval of all required Government Orders	The activities of the PMC and SI are not in sync w.r.t the Development happening along with the finalization of the Government Orders. It is suggested to clarify for the development to be initiated after the approved Govt. Orders as this would save a lot of re-work w.r.t the development.	AS PER RFP
54)	Page 75 , Clause 8.0 – Annexure A – Sr. No. 11 & 12		Elaboration of the activities of the SI such, development, UAT, CRP, etc. to be mentioned to provide more clarity.	AS PER RFP
55)	Page 76,	Opening & Go-Live Of minimum 25% of planned Service Delivery Centres	Pls define Go-Live for a Service Delivery Center	Pl refer to Corrigendum
56)	Not in RFP	Clause not present in RFP - To be included	Either Party may request a change order (“Change Order”) in the event of actual or anticipated change(s) to the agreed scope of Services, Deliverables, project schedule, fee, or any other aspect of the Statement of Work. Consultant will prepare a Change Order reflecting the proposed changes, including but not limited to the impact on the Deliverables, project schedule, and fee. Absent a Change Order signed by the Parties, Consultant shall not be bound to perform any additional or out-of-	As Per RFP

**Response to Queries Related to RFP for Selection of ‘Umbrella Consultant’ to “Conceptualize, Design and implement Comprehensive Service Delivery Roadmap for state of Punjab” Published on 14.05.2014 [Ref.No. : UC/Punjab/DGR/PSeGS/2014/01]**

Sr	Reference in RFP	Content of RFP requiring Clarification(s)	Points of clarification	Response
			scope services beyond what is stated in the SOW. The Parties agree to negotiate all Change Order requests expeditiously and in good faith.	
57)	Not in RFP	Clause not present in RFP - To be included	We suggest that GCC may have a separate clause for End Usage of Deliverables as - Consultant's deliverables would be meant for Client's sole use and benefit; and that there would be no third party beneficiaries. Consultant's deliverables would not be shared with third parties without their consent. Also, consistent with industry practice, Client will keep Consultant protected/reimbursed from third party claims arising out of the services, say claims which arise on them due to sharing or deliverables with third parties by Client.	As Per RFP
58)	Not in RFP	Clause not present in RFP - To be included	Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any consultant employee, or induce any such individual to leave the employ consultant. For purposes of this clause, employee means any employee or person who has who has been deployed by the consultant in providing services under this Agreement.	As Per RFP