

Response to Queries to RFP for selection of Third Party Auditor(TPA) for PAWAN and IFMS/IWDMS

S No	RFP Document Reference(s) (Section & Page Numbed(s))	Content of RFP requiring Clarification(s)	Points of clarification	Response
1	Section 6.2.2 /8.2.2 Pg. 46 & 59	Vulnerability in the network and State Network Centre (SNC)	No of IP to be included for this VA activity	Approximately 1000 IPs are assigned to devices/servers in PAWAN vertical
			Breakup of types of devices ( servers , now devices , sec devices etc)	Please refer section 5.2 of RFP. Bidder may cotact PSeGS for actual no of devices.
			Can this VA activity be conducted from 1 central location from where access to all the devices in scope will be available	VA shall be conducted from SNC. However, bidder may be required to visit POPs as per requirement of scope of audit.
			In case VA to be conducted from different location and cities , please specify location and no of devices at each location	VA shall be conducted from SNC. However, bidder is free to visit any POP as per requirement of scope of audit.
			please confirm VA to be done on a half yearly basis	Please refer section 6.2.2.c of RFP
			re testing to be done post closure of vulnerability in next cycle or in case any other cycle for testing closure needs to be followed kindly highlight frequency and location	Security Audit has to be conducted on Half Yearly basis. Action taken report on last security Audit has to be submitted Half Yearly along with subsequent audit report.
		IS there any existing tool available which can be used for VA activity	TPA has to use its own tools and techniques to conduct VA activity.	
2	Section 6.2.2 /8.2.2 Pg. 46 & 59	Penetration testing for the security devices in POP's and SNC	No of IP to be included for this PT activity	Approximately 1000 IPs are assigned to devices/servers in PAWAN vertical
			please confirm PT to be done on a half yearly basis	Please refer section 6.2.2.c of RFP
3	Section 6.2.2 /8.2.2 Pg. 46 & 59	Penetration testing for the security devices in POP's and SNC	All the IP will be accessible from Internet and PT can be done from any location or from a central location IN case IP can be internally accessed , please highlight the location/location(s) from which this PT activity to be conducted along with no of IP per location	PT activity shall be conducted from SNC However, bidder is free to visit any POP as per requirement of scope of audit.
			As a part of this requirement is application security testing is also required to be conducted apart from Infrastructure VA- PT	Please refer section 5.2 of RFP
			If Yes , please share no of application , size of application in terms of dynamic no of pages , frequency of application testing and location from which these test to be conducted over the duration of the projects	Please refer section 5.2 of RFP
4	Section 6.2.2 /8.2.2 Pg. 46 & 59	Physical access and Logical access to the network/servers/documentation/server room/network operations center	No of DC, Servers room to audited for this point in 1 half yearly cycle along with the locations	Please refer section 5.2 of RFP
	Section 6.2.2 /8.2.2 Pg. 46 & 59	Access logs for network devices/servers	What is the expectation against this point - IS it required to review the access logs of each and every now /device and server or to audit compliance to existing audit - logging procedure What are the no of devices and locations to be covered for audit against this control	TPA is required to audit access logs for network devices/server during the security audit, Audit shall be performed from SNC
	Section 6.2.2 /8.2.2 Pg. 46 & 59	License verification	What is expectation around this control testing and location and devices for which license verification needs to be confirmed	TPA need to verify that software/device licenses installed under PAWAN are valid and are purchased in the name of PSeGS.

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5	Section 6.2.2 /8.2.2 Pg. 46 & 59	Documentation readiness and conformity with the RFP. j. Business continuity and conformity with the RFP. k. Disaster recovery and conformity with the RFP.	These points needs to be tested against which RFP What are the location and frequency where these control checks to be performed	Please refer corrigendum Please refer 6.2.2.c for frequency
6	Section 6.2.2 /8.2.2 Pg. 46 & 59	Key Deliverables Submission of report for Security audit controls, testing methodology, testing cases against each control	Overall frequency and location of these audits	Bidder has to submit this report once before start of first Security Audit. Security Audit shall be conducted from SNC However, bidder is free to visit any POP as per requirement of scope of audit.
7	pg. 87	D3 - Cost of conducting security audit at PAWAN State Network per audit (INR): D4 -Cost of conducting security audit at IFMS/IWDMS data center per audit (INR):	Location and frequency of this audit Will the audit scope will be in line with section 6.2.2 Any deviation and expectation apart from 6.2.2 , kindly highlight explicitly Also share the exact infra which will be under the scope of VA-PT for these 2 data centers in order to compute efforts and cost	Scope will as per section 6.2.2. Please refer section 5.2 of RFP for infrastructure details. Bidder may contact PSeGS for exact count of devices
8	Section 3.20.2 Pre Qualification Point no 4	The Bidder should have: a. Successfully completed minimum three (03) IT Security audit assignments in last three years with total audit fees value not less than Rs. 2 Crores. Projects executed within the Agency's own company, group of companies or Joint Venture companies shall not be considered. Projects which are under progress shall also be considered, however one project shall be completed. b. Successfully completed minimum Three (03) projects as Third party auditor with project duration of three years or more with total project value not less than Rs. 4 Crores. Projects which are under progress shall also be considered, however one project shall be completed. - For details of Experience of responding firm/ Project Citation supported with Work order and Proof of Project completion certificates from client	We would request to change to following criteria a. Successfully <b>completed/ ongoing</b> minimum three (03) IT Security audit assignments in last three years with total audit fees value not less than Rs. <b>1 Crores</b> . Projects executed within the Agency's own company, group of companies or Joint Venture companies shall not be considered. Projects which are under progress shall also be considered, however one project shall be completed. b. Successfully <b>completed/ ongoing</b> minimum Three (03) projects as Third party auditor with project duration of three years or more with total project value not less than Rs. <b>1 Crores</b> . Projects which are under progress shall also be considered, however one project shall be completed. - For details of Experience of responding firm/ Project Citation supported with Work order and Proof of Project completion certificates from client. <b>We would also request to consider self certified letter from authorized signatory for value and completion / ongoing certificate as we have NDA with multiple clients</b>	Please refer corrigendum

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9	Section 3.20.4 technical evaluation Point A Page 19	The Bidder must have experience of minimum 3 projects as Third party Auditor with total project value not less than Rs. 4 Crores, in last 3 years ending on 31/03/2015.	We would request to change to following criteria : The Bidder must have experience of minimum 3 projects as Third party Auditor with total project value not less than <b>Rs. 1 Crores</b>	Please refer corrigendum
10	Section 3.20.4 technical evaluation Point B Page 20	The Bidder must have experience of at least three (03) IT Security Audit assignments having a total value of INR 2 crore or more each in last 3 years ending on 31/03/2015.	We would request to change to following criteria : The Bidder must have experience of at least three (03) IT Security Audit assignments having a total value of <b>INR 1 crore</b> or more	The Bidder must have experience of at least three (03) IT Security Audit assignments having a total value of INR 2 crore or more each in last 5 years ending on 31/03/2015.
11	4.12.7 Page No. 15	The EMD may be forfeited: 4.12.8 If a bidder withdraws its bid during the period of bid validity. 4.12.9 In case of a successful bidder, if the bidder fails to sign the contract in accordance with this	The EMD may be forfeited: 4.12.8 If a bidder withdraws its bid during the period of bid validity. 4.12.9 In case of a successful bidder, if the bidder fails to sign the contract despite deviations being adequately considered by the Department.	Please refer to clause no 3.12 of the RFP
12	4.28.2 Page No. 27	Prior to expiry of the validity period, the PSEGS will notify in writing that the successful bidder's proposal has been accepted. Upon the successful bidder's furnishing of a Performance Bank Guarantee, the contract signing process will commence.	Prior to expiry of the validity period, the PSEGS will notify in writing that the successful bidder's proposal has been accepted. Upon the successful bidder's furnishing of a Performance Bank Guarantee, the contract signing, bidder shall furnishing of a Performance Bank Guarantee process will commence.	The contract signing process will commence after furnishing the Performance Bank Guarantee.
13	4.28.3 Page No. 28	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.	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.	No Change has been proposed.
14	5.14.1 Page No. 36	Following reasons shall lead to the termination of contract: a. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within specified time period b. The term of Contract expires c. Termination of Contract by the Department due to non adherence of contract/RFP terms and conditions	Following reasons shall lead to the termination of contract upon a 30 day written notice to the successful bidder: a. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within specified time period b. The term of Contract expires c. Termination of Contract by the Department due to non adherence of contract/RFP terms and conditions	Please refer clause no 4.13 of the RFP
15	5.16.1 Page No. 36	Department reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for Department's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.	Department reserves the right to terminate, by prior written notice of 45 days, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for Department's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.	Please refer clause no 4.15 of the RFP
16	Bidder right to terminate	Clause to be added	Bidder shall have the right to terminate in the event any undisputed amount remains unpaid for a period exceeding 60 days.	As per RFP

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17	Termination Fees		In the event of termination for any reason whatsoever, the successful bidder shall be paid for all the services rendered on a pro-rata basis till the effective date of termination.	Please refer clause no 4.14 of the RFP
18	Savings Clause		Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	As per RFP
19	Deemed Acceptance		Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Client.	As per RFP
20	Change Orders		Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.	As per RFP
21	Section 2: Invitation of Proposal (IFP) Page No. 7	2.2.5.a. To monitor the Service Level Agreement (SLA) as per terms and conditions of the RFP and/or contract of the Punjab State Wide Area Network (PAWAN) for the duration of the six years	Since the engagement period is for 5 years, we would request you to clarify on the period mentioned (six years) as it is in contradiction with the engagement period.	Please refer corrigendum
22	Section 3: Instructions to Bidders (ITB) Page no 12	3.11.a. The proposal and all correspondence and documents shall be in English. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern. All proposals and accompanying documents received within the stipulated time will become the property of the PSEGS and will not be returned.	We would request you to agree for not sharing our proposal with other bidders including the successful bidder, since our proposal will contain confidential information including our business information (names of clients, the nature of work done, number of employees their names and, their qualifications etc.).	As per RFP

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23	Section 3: Instructions to Bidders (ITB) Page no 13	3.13.1.a. The bidder is responsible for all costs incurred in connection with participation in this process, including but not limited to, costs incurred for information gathering and other due diligence activities, participation in meetings, presentations, preparation of proposal and in providing additional information required by the PSeGS and in negotiating a definitive contract or all such activities related to the bid process.	We would request you to clarify if the service contract is negotiable	Please refer corrigendum
24	Section 3: Instructions to Bidders (ITB) Page no 15	3.17.1.k. Submitted incomplete information, subjective, conditional offers and partial offers submitted 3.18.1. No deviations/assumptions/recommendations shall be allowed with bid.	We would request you to clarify if we could submit our General Business Terms (GBT) and System Testing Agreement (STA), for your consideration during the signing of the contract, along with the proposal. We would also request you to clarify if the request for considering our GBT and STA are considered as deviations	No deviations/assumptions/recommendations shall be allowed with bid.
25	Section 3: Instructions to Bidders (ITB) Page No. 26	3.29.4. In the event of the bidder being unable to service the agreement <b>for whatever reason, the PSeGS</b> 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.	We request you to modify the clause as follows as the bidder's non-involvement and force majeure are not taken into consideration. In the event of the bidder being unable to service the agreement for whatever reason that is solely attributable to the bidder and except for occurrence of force majeure events or wherein the non-performance has occurred due to the client's delay in furnishing the required information, data and materials required for the service provider's services, 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.	Please refer clause no 3.29.4 of the RFP
26	Section 3: Instructions to Bidders (ITB) Page No. 26	3.29.4. Before invoking the PBG, the bidder will be given an opportunity to represent before the PSeGS. The decision of the PSeGS on the representation given by the Supplier shall be final and binding. If circumstances so warrant, the matter may be referred to an arbitrator to be <b>appointed by the PSeGS</b> with mutual consent	We would request you to clarify the appointment of the arbitrator as the Clause 4.17 Resolution of Disputes clearly states that the <b>arbitrator is appointed mutually.</b>	arbitrator to be appointed by the PSeGS with mutual consent

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	Section 3: Instructions to Bidders (ITB) Page No. 27	3.32. Confidentiality:	We would request you to replace the complete clause 3.32 with the following so as to make it comprehensive and clear on all aspects:	Please refer Clause 3.32 of the RFP
		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. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. During the execution of the project except with the prior written consent of Society, the TPA or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.		
		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.	(a) To the extent that, in connection with this Contract, either the bidder or the Client (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 Client's or the 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 (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. The obligations imposed by this clause (a) shall survive the termination of this Contract for a period of one (1) year.	

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27			(b) Disclosure by the bidder. The Client also consents to the bidder disclosing Confidential Information (i) to any of the bidder Entity and to any Subcontractors that have agreed to be bound by confidentiality obligations similar to those in this confidentiality paragraph and (ii) to its auditors, insurers or in accordance with applicable professional standards, or in connection with potential litigation.	
			(c) In the performance of the Services, any of the bidder's entity or any Subcontractor may communicate or discuss the affairs of the Client with the other advisers of the Client and may do so free from any obligation of confidentiality.	
			(d) The Client acknowledges that the 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 Client acknowledges and agrees that the bidder may use such general knowledge, experience, know-how, skills and ideas.	
			(e) Nothing contained herein will prevent or restrict any of the bidder's entity, including bidding entity, from providing services to other clients (including services which are the same or similar to the Services) even if those other clients' interests are in competition with the Client. To the extent that the bidder possesses information obtained under an obligation of confidentiality to another client or other third party, the bidder is not obliged to disclose such information to the Client, or use it for the benefit of the Client, however relevant it may be to the Services.	
			(f) In addition, the Client acknowledges and agrees that any such information that comes to the attention of the bidder in the course of performing this engagement may be considered and used by any of the bidder's entity rendering accounting services in the context of responding to its professional obligations as the independent accountants for the Client.	
			(g) The Client agrees to reimburse any costs any of the bidder's entity or any Subcontractor may incur in complying with any legal, professional or regulatory disclosure requirement relating to any of the Services imposed in any proceedings or regulatory process not involving any substantive claim or proceeding against any such bidder's entity or Subcontractor, provided the Client is notified promptly and, where reasonably or legally possible, prior to disclosure.	

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			(h) Disclosure and use by Client. Notwithstanding Clause (a) above, the Client shall not disclose to any third party the advice, opinions, reports or other work product of the bidder provided hereunder without the express written consent of the bidder, except (i) where applicable laws, regulations, rules and professional obligations prohibit limitations on disclosure, (ii) in the event that the Client or its affiliates have securities registered with the United States Securities and Exchange Commission and any of the bidder's entity is the auditor of the Client or any of its affiliates, in which case there are no restrictions or limitations on the disclosure of the bidder's advice, opinions, reports and other work product provided hereunder, or (iii) to the extent the United States Internal Revenue Code and applicable Internal Revenue Service guidance relating to confidential tax shelters (or comparable law or guidance from other taxing authorities) apply, in which case there are no restrictions or limitations on the disclosure of the bidder's advice, opinions, reports and other services. The Client shall use the advice, opinions, reports or other work product of the bidder solely for the purposes specified in the engagement letter and, in particular, shall not, without the prior written consent of the bidder, use any advice, opinion, report or other work product of the bidder in connection with business decisions of any third party or for advertisement purposes. All Services are only intended for the benefit of the Client. The mere receipt of any advice, opinions, reports or other work product by any other persons is not intended to create any duty of care, professional relationship or any present or future liability between those persons and the bidder. As a consequence, if copies of any advice, opinions, reports or other work product (or any information derived therefrom) are provided to others under the above exclusions, it is on the basis that the bidder owes no duty of care or liability to them, or any other persons who subsequently	
28	Section 4: General Contract Conditions (GCC) Page No. 30	4.10.2: 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	We would request you to remove the highlighted portion of the clause and modify it as follows as the PSeGS has sufficient remedy to invoke the PBG levy liquidated damages in addition to debarment. 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
29	Section 4: General Contract Conditions (GCC) Page No. 31	4.10.3 4. Replacement of resources	We would request you to clarify whether the penalty is applicable if this replacement is due to the employee leaving Deloitte, retirement, death/sickness, termination on disciplinary grounds or such other reasons beyond the control of Deloitte.	Please refer corrigendum
30	Section 4: General Contract Conditions (GCC) Page No. 31	4.10.4.	We would request you to clarify if the extra documentation mentioned is for the substituted employee.	Extra documentation may be required for replaced and substituted employee to substantiate the claim made by the bidder, wherever required.



Response to Queries to RFP for selection of Third Party Auditor(TPA) for PAWAN and IFMS/IWDMS

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31	Section 4: General Contract Conditions (GCC) Page No. 32	<p>4.13.1 Following reasons shall lead to the termination of contract:</p> <p>a. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within specified time period</p> <p>b. The term of Contract expires</p> <p>c. Termination of Contract by the Society due to non adherence of contract/RFP terms and conditions</p>	<p>We request you to modify the clause as follows as the bidder's non-involvement and force majeure are not considered and also time for rectification is not mentioned:</p> <p>4.13.1 Following reasons shall lead to the termination of contract:</p> <p>a. Failure of the successful bidder to accept the mutually agreed upon contract and furnish the Performance Bank Guarantee within specified time period</p> <p>b. The term of Contract expires</p> <p>c. if the successful bidder fails to rectify the delays or address the non-adherence in respect of its obligations within 30 days of written notice from the Client, the Client may initiate Termination of Contract due to non adherence of contract/</p> <p>d. Terms and conditions for reasons solely attributable to the bidder and except for occurrence of force majeure events or wherein the non-performance has occurred due to the client's delay in furnishing the required information, data and materials required for the service provider's services.</p>	Refer Clause 4.13 of the RFP
32	Section 4: General Contract Conditions (GCC) Page No. 32	<p>4.16.1. The TPA shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p>	<p>We would request you to modify the clause as follows to include the 'penalties' also in list where it is not levied in the event of Force Majeure:</p> <p>The TPA shall not be liable for levy of penalty, forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p>	As per RFP
33	Section 9: Roles and Responsibilities Page No. 63	<p>9.2.7 The TPA will share all intermediate documents, drafts, reports, surveys and any other item related to <b>this assignment. No work products, methodology or any other methods used by the TPA should be deemed as proprietary and non-shareable</b></p>	<p>We would request you to modify the clause as follows as the bidder's standard methodology cannot be considered as PSeGS's proprietary information:</p> <p>9.2.7 The TPA will share all intermediate documents, drafts, reports, surveys and any other item related to this assignment.</p>	As per RFP

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34	Section 10: Proposal Formats Page No. 67	Form 2: Format for Pre-Qualification Proposal 6. 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.	We request you to modify the clause as follows: 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
35	Section 10: Proposal Formats Page No. 68	Form 2: Format for Pre-Qualification Proposal 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	We would request you to modify the clause as follows: 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 to the best of our knowledge and belief. 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
36	Section 10: Proposal Formats Page No. 79	Form-3B: Format for undertaking to comply with technical requirement specifications In response to the RFP No. _____ dated _____ for quoting against the RFP as a _____ of M/s _____, I/ We hereby declare that our Company _____ confirm to meet with all the technical requirement and scope of work for proposed project as specified in this RFP. We also confirm to provide any additional services in the system not specifically mentioned in RFP but which will be agreed during Project Study.	We would request you to modify the clause as follows: In response to the RFP No. _____ dated _____ for quoting against the RFP as a _____ of M/s _____, I/ We hereby declare that our Company _____ confirm to meet with all the technical requirement and scope of work for proposed project as specified in this RFP. We also confirm to provide any additional services (at an additional time and fee as mutually agreed as applicable) in the system not specifically mentioned in RFP but which will be agreed during Project Study.	As per RFP

Response to Queries to RFP for selection of Third Party Auditor(TPA) for PAWAN and IFMS/IWDMS

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37	- 3.20.2 Pre qualification Criteria (Point No. 2, Page No. 17)	Turnover: Average Annual Sales Turnover should be INR 50 Crores or more generated from services related to Consulting/IT auditing business during the last three (3) financial years as of 31st March 2015 as per the last published balance sheets.	<p>We request you to modify the clause as follows: Turnover: Average Annual Sales Turnover should be INR 50 Crores or more generated from services related to Consulting / IT Advisory business during the last three (3) financial years as of 31st March 2015 as per the last published balance sheets.</p> <p align="center">OR</p> <p>Average Annual Sales Turnover should be INR 50 Crores or more generated from services related to Consulting including IT audit business during the last three (3) financial years as of 31st March 2015 as per the last published balance sheets.</p> <p align="center">OR</p> <p>Average Annual Sales Turnover should be INR 10 Crores or more generated from services related to IT Audit business during the last three (3) financial years as of 31st March 2015 as per the last published balance sheets.</p> <p>We would like to mention that asking for an average turnover of INR 50 crores from IT Audit during the last three years is not justified and restrictive in nature and thus should be reduced to an average turnover of INR 10 crores during the last three financial years ending 31st March 2015. Also, we would like to mention that the State Governments &amp;</p>	Please refer corrigendum
38	- 3.20.2 Pre qualification Criteria (Point No. 4, Page No. 17)	<p>Experience:</p> <p>a) Successfully completed minimum three (03) IT Security audit assignments in last three years with total audit fees value not less than Rs. 2 Crores. Projects executed within the Agency's own company, group of companies or Joint Venture companies shall not be considered. Projects which are under progress shall also be considered, however one project shall be completed.</p>	<p>We request you to modify the clause as follows:</p> <p>a) Successfully completed minimum five (05) IT Security audit assignments in last four years as on the date of submission with total audit fees value not less than Rs. 2 Crores. Projects executed within the Agency's own company, group of companies or Joint Venture companies shall not be considered. Projects which are under progress shall also be considered, however one project shall be completed.</p>	Please refer corrigendum
39	- 3.20.2 Pre qualification Criteria (Point No. 4, Page No. 17)	<p>Experience:</p> <p>b) Successfully completed minimum Three (03) projects as Third party auditor with project duration of three years or more with total project value not less than Rs. 4 Crores. Projects which are under progress shall also be considered, however one project shall be completed.</p>	<p>We request you to modify the clause as follows:</p> <p>b) Successfully completed minimum Five (05) projects as Third party auditor with project duration of four years or more with total project value not less than Rs. 3 Crores. Projects which are under progress shall also be considered, however one project shall be completed.</p>	Please refer corrigendum

Response to Queries to RFP for selection of Third Party Auditor(TPA) for PAWAN and IFMS/IWDMS

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40	3.20.5 Detailed Breakup of Technical Marks is as below:	Bidder Profile: A) Average Annual Sales Turnover should be INR 50 Crores or more generated from services related to IT Audit services during the last three (3) financial years as of 31st March 2015	We request you to modify the clause as follows: A) Average Annual Sales Turnover should be INR 50 Crores or more generated from services related to Consulting / IT Advisory services during the last three (3) financial years as of 31st March 2015 OR A) Average Annual Sales Turnover should be INR 50 Crores or more generated from services related to Consulting including IT audit services during the last three (3) financial years as of 31st March 2015 OR A) Average Annual Sales Turnover should be INR 10 Crores or more generated from services related to IT Audit business during the last three (3) financial years as of 31st March 2015 as per the last published balance sheets.	Please refer corrigendum
41	3.20.5 Detailed Breakup of Technical Marks is as below:	Relevant Past Experience A) The Bidder must have experience of minimum 3 projects as Third party Auditor with total project value not less than Rs. 4 Crores, in last 3 years ending on 31/03/2015.	We request you to modify the clause as follows: A) The Bidder must have experience of minimum 5 projects as Third party Auditor with total project value not less than Rs. 3 Crores, in last 4 years ending on 31/03/2015.	Please refer corrigendum
42	3.20.5 Detailed Breakup of Technical Marks is as below:	Relevant Past Experience B) The Bidder must have experience of at least three (03) IT Security Audit assignments having a total value of INR 2 crore or more each in last 3 years ending on 31/03/2015.	We request you to modify the clause as follows: B) The Bidder must have experience of at least five (05) IT Security Audit assignments having a total value of INR 2 crores or more each in last 4 years ending on 31/03/2015.	Please refer corrigendum
43	1. DOCUMENT CONTROL SHEET- page-4	7.Last date and time for receipt of proposals	Request you to kindly allow 3-weeks' time for submission of proposal after release of response to Pre-bid Queries	Any extension of submission shall be notified along with corrigendum, if any
44	2.2.5, page-7	2.2.5 The primary goal of this RFP is the selection of Third Party Auditor for the operations and management of Punjab State wide Area Network for a period of five years. The goals of this RFP are further elaborated below: a. To monitor the Service Level Agreement (SLA) as per terms and conditions of the RFP and/or contract of the Punjab State Wide Area Network (PAWAN) for the duration of the six years.	Kindly clarify the engagement period of the third party auditor as clause 2.2.5 states it to be for 5 years whereas clause 2.2.5 ( a) specifies the duration for 6 years.	Please refer corrigendum
45	Section 3.12, page no.12	The bidder shall submit, along with their bids, an Earnest Money Deposit (EMD) amounting to Rs. 5,00,000/ (Rupees five Lacs Only).	Please clarify on whose name the EMD shall be drawn, validity of the EMD.	EMD has to be desposited in the name of PSeGS
46	Clause 3.15.9, page no.14	Submission of Bid documents through e-tendering system.	Clarification required on submission of separate/ additional hard copy of bid documents.	Bidders shall submit their bids online through the portal only. Bids will not be accepted by any other mode

Response to Queries to RFP for selection of Third Party Auditor(TPA) for PAWAN and IFMS/IWDMS

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47	3.20.2 Pre qualification Criteria, 4.Experience-Page-17	a. Successfully completed minimum three (03) IT Security audit assignments in last three years with total audit fees value not less than Rs. 2 Crores. Projects executed within the Agency's own company, group of companies or Joint Venture companies shall not be considered. Projects which are under progress shall also be considered, however one project shall be completed. b. Successfully completed minimum Three (03) projects as Third party auditor with project duration of three years or more with total project value not less than Rs. 4 Crores. Projects which are under progress shall also be considered, however one project shall be completed.	Kindly clarify whether the 2 crores project value stated in the clause 4a. Includes accumulated value of three projects or each project should have a value of 2 crore each. Kindly clarify whether the 4 crores project value stated in the clause 4b. Includes accumulated value of three projects or each project should have a value of 4 crore each.	Please refer corrigendum
48	Section 4. Experience in Page no.,17	Successfully completed minimum three (03) IT Security audit assignments in last three years with total audit fees value not less than Rs. 2 Crores. Projects executed within the Agency's own company, group of companies or Joint Venture companies shall not be considered. Projects which are under progress shall also be considered, however one project shall be completed	Having Rs 2 crores audit fees per each IT security audit assignment is very high. Hence the aggregated audit fees for all 3 projects be limited to 1 Cr.	Please refer corrigendum
49	Section 4.5 TPA Personnel, Page no.28	The team shall be deployed on an exclusive basis; no resource deployed under this project will work on any other engagement and a declaration for the same to be provided	Please clarify whether the resource deployment is full time at the PSeGS office or any other location	The resources shall be deployed full time at PSeGS office
50	4.10.3 Manpower deployment, page-31	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.	Kindly consider limiting the total penalty to 5% of the total contract value.	As per RFP
51	4.10.3 Manpower deployment, page-31	4. Replacement of resources-Resources initially deployed are not to be replaced during the tenure of the project. In case resources are replaced, penalties will apply. (a) Senior Consultant I. 1st – 3rd replacement – INR 20000 per replacement II. >= 4th INR 40000 per replacement	Since it is a long term engagement of 6 years hence, resources deployed in the project may also leave the firm for other opportunities. In case of the events not in the control of the bidder the substitution and replacement of the resource be allowed with approval from PSeGS and no penalty to be imposed.	Please refer corrigendum
52	Section 4.10.3, page no.31	Attendance (i.e. absenteeism of resource without any replacement)	Clarification required on timeline for resource replacement and 80% attendance of resources is Monthly/Quarterly/Yearly.	Attendance of the deployed resources shall be calculated monthly.

Response to Queries to RFP for selection of Third Party Auditor(TPA) for PAWAN and IFMS/IWDMS

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53	6. Scope of Work (SOW) of TPA for PAWAN Project- 6.2 SLA monitoring and measurement (SLA M&M), page-45	Submission time for: c. Measurement of SLA: TPA shall measure the SLA at end of each reporting period based on reports submitted by the PAWAN Operator. d. Penalty calculation: TPA shall calculate the applicable penalties due to non-adherence of SLAs as per terms and conditions of the RFP/contract.	As per our experience of similar engagements we understand that measurement of SLA and penalty computation for the entire assets list within Within 2 weeks of the receipt of invoice(s)/bills(s) from the PAWAN operator would be a challenge. Request you to kindly consider provisioning 4 weeks' time frame for submission of reports after receipt of invoice(s)/bills(s) from the PAWAN operator.	As per RFP
54	6. Scope of Work (SOW) of TPA for PAWAN Project- 6.2 SLA monitoring and measurement (SLA M&M), page-45	Submission Time for; e. Downtime Analysis report: 1. At end of each week 2. Within 2 weeks of the receipt of invoice(s)/bills(s) from the PAWAN operator along with SLA measurement and penalty calculation.	Request you to kindly consider provisioning 4 weeks' time frame for submission of reports after receipt of invoice(s)/bills(s) from the PAWAN operator along with SLA measurement and penalty calculation.	As per RFP
55	6. Scope of Work (SOW) of TPA for PAWAN Project- 6.2.2 Security Audit, page-45	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:	Request you to kindly consider provisioning 4 weeks' time frame for submission of reports after receipt of invoice(s)/bills(s) from the PAWAN operator along with SLA measurement and penalty calculation.	As per RFP
56	6. Scope of Work (SOW) of TPA for PAWAN Project- 6.2.3 Physical inspection of the PAWAN POP's and horizontal offices	c. The TPA shall visit and inspect all the PAWAN POPs at least once a year with minimum of 20% POPs each quarter.	This clause will entail a huge amount towards out of pocket expenses hence would request you to kindly consider visiting all PAWAN POP's once in the duration of the contract and 10% POP's visits per quarter.	The TPA shall visit and inspect all the PAWAN POPs at least once a year with minimum of 20% POPs each quarter.
57	4.13 Termination of Contract , Page-32	4.13.1 Following reasons shall lead to the termination of contract: a. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within specified time period b. The term of Contract expires c. Termination of Contract by the Society due to non adherence of contract/RFP terms and conditions	We would request you to add the following at the end of the clause: Either Party may terminate this Agreement by serving 15 days prior written notice to the other party. Upon termination EY shall be entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination.	As per RFP

Response to Queries to RFP for selection of Third Party Auditor(TPA) for PAWAN and IFMS/IWDMS

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58	4.20 Liability, Page-35	<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 Total Contract Value. The liability cap given under this Clause 4.18.1 shall not be applicable to the indemnification obligations set out in Clause 4.17.</p> <p>4.20.2 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.</p> <p>4.20.3 The allocations of liability in this clause 4.18 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or</p>	<p>We would request you to add the following at the end of the clause: Client (and any others for whom Services are provided) shall not recover from EY, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Client (and any others for whom Services are provided) shall not recover from EY, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services</p>	As per RFP
59	Section 5.2.1, page no.37	Horizontal connections	At present 400 horizontal offices are connected and clarification required on the total number of Horizontal PoPs will be connected to PAWAN.	The no has been mentioned as part of information on PAWAN network
60	Section 6.2.3 Physical inspection of the PAWAN POP's and horizontal offices, page no.46	Periodicity of the deliverable	The periodicity of the deliverable should be changed to Annually.	The TPA shall visit and inspect all the PAWAN POPs at least once a year with minimum of 20% POPs each quarter and shall submit report quarterly
61	Section 9.2 Other Roles & Responsibilities of the TPA (apart from mentioned in earlier part of RFP) - Point 9.2.5, page no.63	9.2.5 The TPA would get the relevant sections of deliverables and the As Is process, duly verified/ validated from the concerned PSeGS official.	We understand that As-Is and validation of the processes has already been completed by the respective operators of the PAWAN, IFMS/IWDMS projects. Hence documentation of As-Is and validation is not part of TPA scope.	AS-IS process has been conducted by respective operators of PAWAN, IFMS/IWDMS

Response to Queries to RFP for selection of Third Party Auditor(TPA) for PAWAN and IFMS/IWDMS

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62	Section 10. 5 Form 2B: Format for furnishing General Information, Point no.6	Sales turnover - a) 2001-12, b) 2012-13, c) 2013-14	We understand the sales turnover shall be disclosed from 2012-13, 2013-14 and 2014-15 (3 years as of 31 March 2015)	Please refer corrigendum
63	Section 10. 5 Form 2B: Format for furnishing General Information, Point no.7	Profit making - a) 2011-12, b) 2012-13, c) 2013-14	We understand the profit shall be disclosed from 2012-13, 2013-14 and 2014-15 (3 years as of 31 March 2015)	Please refer corrigendum
64	Section 10. 5 Form 2B: Format for furnishing General Information, Point no.8	Net worth - a) 2011-12, b) 2012-13, c) 2013-14	We understand the net worth shall be disclosed from 2012-13, 2013-14 and 2014-15 (3 years as of 31 March 2015) and obtaining certification from CA on values for columns (D) to (H) would be challenging, hence the same may be eliminated from RFP.	Please refer corrigendum