

**Response to Queries (RTQ) – PSeGS/Rack\_Server/2020/1**

S N	Firm's Name	Tender Clause No.	Page No.	Tender Clause detail	Amendment Sought /Suggestion	Justification	PseGS Response
1	Luminant Works	5.2	21	Sub Letting and Out Sourcing	To Allow multiple empaneled vendors to join hands to bid for large projects	1. Some of the complex projects need to have tie-up between two or more companies to execute 2. Allowing multiple empaneled vendors to tie up to provide products and services for large project will only help Government of Punjab to get best resources and quality project deliverables	As per tender
2		2	4	Last Date for Submission of bids	Extending the timeline for bid submission by 2 weeks	1. We are startup registered in Chennai who would like to participate in this empanelment. 2. Although we don't meet Revenue eligibility criteria, we would like to register ourselves as a Startup with the Punjab government for availing exemption 3. Currently, the Startup Punjab website is under maintenance and will be live again in the first week of October 4. We need time to register and get approval as a Start up	As per tender
3		4.12.3	13	Start Ujp Exemption	This clause to amend to include the companies which have applied for registration and to submit the confirmed registration before Empanelment	<b>IF it is not possible to extend the deadline</b> , Currently, the Startup Punjab website is under maintenance and will be live again in the first week of October 2. We need time to register and get approval as a Startup	As per tender
4		4.12.3	13	Start Ujp Exemption	Startups which are registered with Startup India to be provided exemption with a condition that a company should get registered with Start up Punjab for receiving any TOR	<b>IF both of the above is not possible</b> , Please allow companies which are registered under Start-Up India Scheme with a condition that they should also register under Start Up Punjab for receiving any TOR	As per tender
5	Lennon Agritech Private Limited	4.12.3	13	Bidders registered as a startup with Department of industries & commerce, Government of Punjab as per chapter 16.1 of detailed Scheme and operational guidelines, 2018 of Industrial and Business Development policy 2017, issued by department of Industries & commerce, Govt of Punjab, shall be exempted from the eligibility criteria mentioned at Sr. No 1-5 in th above table. Registered startup are required to submit the self attested copy of the registration in order to avila the relaxations.	Startups registered and recongnised by Department of industries & commerce, Ministry of small and Medium enterprises, Govt Of India or state government of Punjab shall be exempted from the eligibility criteria mentioned at Sr. No 1-5 in th above table. Registered startup are required to submit the self attested copy of the registration issued either by DIPP,MSME or DIPP, Govt of Punjab, in order to avail the relaxations.	As a startup, we aim to seek the certification from Ministry of small and medium enterprises of additional benefits such as patent laws, business and trade promotion opportunities across the India, hence it shall be very much important to ensure that startups which have obtained certificate from MSME, Govt of India are not excluded and further need not to seek any state level certification and should be allowed to bring their expertise to the state govt of Punjab as well irrespective of registration of their offices.	As per tender
6	Radiant Haroti Industries India Limited	4.6.6	9	The bids submitted by consortium of companies/firms or any sub contractors will be rejected.	Subsidiary and the group company should be considered eligible.		As per tender
7		4.12.2 (4)	11	Bidder should have minimum annual average turnover as specified in Clause 4.1, in the last two financial years for which bidder's accounts have been audited.	Average annual turnover of last 5 years should be considered. Company should be 5 years old.		As per tender
8		4.12.2 (5)	12	The Bidder should have positive net worth (measured as paid up capital plus free reserves) and should be a profit making company for each of the last three aud ited financial years.	Company should be profitable in atleast 3 out of 5 years and should have positive net worth.		Any of 3 years in last 5 years
9		4.12.3	13	Bidders registered as a startup with Department of Industries & Commerce, Government of Punjab as per chapter 16.1 of Detailed Scheme & Operational Guidelines, 2018 of Industrial and Business Development Policy 2017, issued by Department of Indus tries & Commerce, Government of Pun jab, shall be exempted from eligibility criteria mentioned a t Sr. No. 1 to 5 in the above table. Registered startups are required submit the self attested copy of the registration in order to avail the relaxations.	Company having registration under start up program of ,Department of Industrial Policy and Promotion. Government of India should also be eligible and treated at par with department of industries and commerce, government of Punjab.		As per tender
10		5.1.3.1	16	Scope of Work	If PSeGS comes out with a ToR then how it will be decided that which group under empanelment of all 5 groups will be eligible to bid for that ToR.		As per TOR not in Scope of this tender
11		4.14.2	13	Fixed Performance Security	The fixed performance security should be relaxed and not to be asked to deposit, whereas with every ToR PSeGS can ask to submit 10% of the contract value, which is mentioned under variable performance security in this RFP.		As per tender
12		General		Rates	We request PSeGS to fix the rates for every position, similar to NICS1, HARTRON and other prominent empanelments.		As per TOR not in Scope of this tender
13		Pt. 7 a at Pg. 12 Pt. 9 at Pg. 31 (Declaration on blacklisting / debarment)	12, 31	Declaration with respect to prior debarment / blacklisting is sought	We request you to please allow us to submit the blacklisting declaration based on the present status of our blacklisting / debarment as on date of submission of the bid.  Accordingly, we request that this requirement in <b>clause 7a at pg.12 be modified from "should not be blacklisted" to "is not blacklisted" also in clause 9 at pg. 31 we request "should not be blacklisted" be modified to "are not blacklisted or barred"</b>	Request for submitting <b>as on date status</b> of Blacklisting	As per tender
14		Pt. 4.8	10	No deviation	We request you to please all our Queries should be answered appropriately		Queris will be addressed Properly
15		Pt. 9 at Pg. 4	4	RFP Procurement Cost/ Tender Fees	We have to pay INR 5000 as tender fees.	Please refer to Rule 161 (IV) of GFR 2017. We understand that cost of tender document should not be charged under the said Rule. Accordingly, we request you to waive / delete the requirement for submitting tender fee under the RFP.	As per tender
16		No clause in RFP. Please include in pre-bid.	Not mentioned	Liability is unlimited or not documented	<b>You are requested to limit consultant's liability to 1X of the total contract value.</b>	<b>This is as per GFR and the guidelines issued by Meity.</b> It is also the normal industry practice. Client may consider including the following language: Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.	As per tender

17			Exceptions to confidential information are not provided	Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable.	Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause: Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.	May be considered
18			Obligation to return all confidential information / destroy all confidential and no right to retain a copy	We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.		As per Tender
19			No right to disclose client name or project for citation / reference purposes	Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. <b>We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.</b>		As per Tender
20			Termination	We do not have any right to terminate	To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	As per Tender
21		23	Liquidated Damages - Uncapped LDs / LDs capped at higher percentage	We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.		As per Tender
22		20	IPR	No protection to our pre-existing IPRs.  We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.  Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them.	As per Tender
23	PWC	29		In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, <b>we request that the arbitrator(s) be appointed with mutual consent of both the parties.</b> Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm.		As per Tender
24			Arbitration	There is no restriction on the usage of deliverable. No third party disclaimers.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. <b>Please confirm our understanding is correct.</b>	As per Tender
25			Arbitration	No acceptance criteria  <b>We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</b> Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.	If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations.	As per Tender
26			Staffing	Deployment of Resources	No acceptance criteria  <b>We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</b> Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.	Part of TOR Not Scope of this

27		5.1.4.5		Scope of work	The Service Provider shall undertake security audit of the application and provisioning of 'Safe to Host' certificate of at least two years validity from CERT in empaneled agencies before deployment of the application.  <b>Who will bear the fee for CERT certification / audit expense etc.</b>		It Will be Part of TOR . Just for reference it will separate line item cost will be paid by department
28		No clause in RFP. Please include in pre-bid.			If there is delay from Deptt / client side, then we request you to please specify that the vendor will not be liable for any penalty.		Part of TOR Not Scope of this
29		5.3 - S. No. 01 to 04		SLA and Penalties	Project start is in 7 days - We <b>request you to please give sufficient time to mobilise the team onsite</b> , because looking at current COVID situation it may take time to mobilise people from different places.		Part of TOR May be considered in Panadynamic situations
30		5.3 - S. No. 28, 29	21	SLA and Penalties	Pls refer S No. 28 and 29 The penalties for resource replacement are quite heavy and we <b>request to relax this penalty and also suggest to see if this can be looked from "outcome based model" perspective.</b>		May be considered
31		4.12.2 - S. No. 6	11	Eligibility Criteria and Supporting documents -  The bidder should have professionally qualified full time personnel (having minimum qualification of B.E. / B. Tech. (in IT / CS / ECE) OR MCA on its payroll, with minimum 3 years of experience in software development and / or software testing as per below details: a) Group 1: Minimum 10 personnel b) Group 2: Minimum 20 personnel c) Group 3: Minimum 30 personnel d) Group 4: Minimum 40 personnel e) Group 5: Minimum 50 personnel	Gathering 50 CVs is a time consuming task so we <b>would request you to please allow us to submit the HR certificate while mentioning all these qualification and experience mentioned.</b>	It would not only save time for the bidders but for PSeGS team as well, because there is no evaluation at this stage so HR certificate should work.	Eligibility Criteria and Supporting documents -  The bidder should have professionally qualified full time personnel (having minimum qualification of B.E. / B. Tech. (in IT / CS / ECE) OR MCA on its payroll, with minimum 3 years of experience in software development and / or software testing or other tech experts like (DBA,Network Eng,System adminm DEV OPs etc.) as per below details: a) Group 1: Minimum 10 personnel b) Group 2: Minimum 20 personnel c) Group 3: Minimum 30 personnel d) Group 4: Minimum 40 personnel e) Group 5: Minimum 50 personnel
32	netlink	4.12 Eligibility / pre-qualification criteria	11	Work orders along with the completion certificate/ satisfactory client certificate confirming year, cost and area of activity. Work orders (which are in progress) in which minimum 1 year has been completed will also be considered. Any other relevant documents for costing of each similar work may also be accepted.	Kindly clarify if the ongoing projects can be considered.		As per tender
33		2. Document control sheet	4	Last date and time for submission of bids	Kindly extend the bid Submission date by two weeks		As per tender
34		4.12 Eligibility / pre-qualification criteria	11	The bidder should have successfully completed at least two "Similar Work" in government / large private organizations which involved providing "Similar Work" during the last three years till 31.08.2020 as per following details:- a. Group 1: Each "Similar Work" costing not less than the amount equal to Rs. 15 lakhs. b. Group 2: Each "Similar Work" costing not less than the amount equal to Rs. 30 lakhs. c. Group 3: Each "Similar Work" costing not less than the amount equal to Rs. 75 lakhs. d. Group 4: Each "Similar Work" costing not less than the amount equal to Rs. 1 Cr. e. Group 5: Each "Similar Work" costing not less than the amount equal to Rs. 2 Cr.	Kindly clarify if abroad work orders can be considered.		As per Tender, Will be considered
35	Kran Consulting Pvt. Ltd.	2 (pt no. 9)	4	Cost of tender document & mode of payment-Rs. 5,000/- (Rs. Five Thousand Only) through online mode.	It is requested to allow Tender fee Exemption for NSIC Registered Companies		As per Tender
36		2 (pt no. 10)	4	Earnest Money Deposit (EMD) through online mode-Rs. 2,00,000/- (Rs. Two Lakhs Only)	It is requested to allow EMD Exemption for NSIC Registered Companies		As per Tender
37		5.1.5(pt no. 5.1.5.1)	20	Developer-Skills Required- PHP, Node.js, AngularJS, Linux scripting, Python, programming for handling concurrent connections, etc.	We have candidates well experienced in Java. Request to include Java experience as skill required.		Part Of TOR Not Scope of this
38		4.14.2.1	13	As soon as possible, but not more than 15 days following receipt of letter of intent w.r.t. the award of the contract, each successful bidder shall furnish PBG to PSeGS as "fixed" performance security (one time PBG only) as per details below:	Please confirm whether the amount mentioned need to be submit once the empanelment is finalised or to submit once we receive the work order of a project		As per Tender
39		Document Control Sheet, Point no. 9 & 10	4	Cost of Tender Document: Rs. 5000/- EMD: Rs. 2,00,000/-	We request you to allow us to participate in the bid by considering as <b>MSME/ NISC registered</b> firms for <b>exemption</b> from submission of EMD and Fees.	As per government initiative to promote/support MSME/NISC firms, government procurement policy has allowed the relaxation of all the above-mentioned terms.  Hence, request you to kindly consider relaxation on the above-mentioned terms in the tender eligibility criteria and allow MSME/NISC units for exemption from submission of EMD and Fees.	As per Tender

40	M/S GUJARAT INFOTECH LIMITED	Eligibility/ Pre Qualification Criteria	11	The Bidder should have successfully Completed at least two "Similar Work" in government/large private organizations which involved providing "Similar Work" During the last three years till 31.08.2020 as per following details: a. Group 1: Each "Similar Work" costing not less than the amount equal ro Rs. 15 lakhs b. Group 2: Each "Similar Work" costing not less than the amount equal ro Rs. 30 lakhs c. Group 3: Each "Similar Work" costing not less than the amount equal ro Rs. 75 lakhs d. Group 4: Each "Similar Work" costing not less than the amount equal ro Rs. 1 Cr. e. Group 5: Each "Similar Work" costing not less than the amount equal ro Rs. 2 Cr.	The Bidder should have successfully Completed at least two "Similar Work" (supply of technical manpower/ Software development) in government/ large private organizations which involved providing "Similar Work" During the last <b>Five years</b> till 31.08.2020 as per following details: a. Group 1: Each "Similar Work" costing not less than the amount equal ro Rs. 15 lakhs b. Group 2: Each "Similar Work" costing not less than the amount equal ro Rs. 30 lakhs c. Group 3: Each "Similar Work" costing not less than the amount equal ro Rs. 75 lakhs d. Group 4: Each "Similar Work" costing not less than the amount equal ro Rs. 1 Cr. e. Group 5: Each "Similar Work" costing not less than the amount equal ro Rs. 2 Cr.	As scop of work is supply of technical manpower or software developer and there are many prospective bidders who are strong in providing technical manpower. Hence, in the benefit of the more competition, please revise Eligibility Criteria as mentioned here.	Both of them are equally qulifying
41	Optimize IT Systems Pvt. Ltd	Section 2, Document Control Sheet, point no. 9 & 10	4	Tender Processing Fee – Rs 5,000/- and EMD - Rs 2,00,000/-	As per General Financial Rules 2017 under Rule No. 170 and Public Procurement Policy of Ministry of MSME are exempted from furnishing the tender document fee and EMD. Moreover, due to the current COVID 19 pandemics, the government are extending support to MSME to perform better.  We request you to please waive the Tender Processing fee and EMD for companies registered in MSME		As per Tender
42		Section 4.12, Eligibility / pre-qualification criteria, sub - point 03	11	The bidder should have successfully completed at least two "Similar Work" in government / large private organizations which involved providing "Similar Work" during the last three years till 31.08.2020 as per following details	Would request you to please consider the bidders experience in similar work during the last <b>five years till 31.08.2020</b> in place of <b>three years till 31.08.2020</b>		May be considered
43		Section 5.1.5.1	19	Personnel required along with their qualification, experience and skillset	Would request you to please clarify whether we need to provide the CVs of the desired resources at this stage of the proposal.		Along with purposal
44		Section 7.3, su	32	Sample financial bid format with sample instructions	Would request you to please clarify again that the sample financial format are not required to be filled and attached during this stage of the proposal		Would request you to please clarify again that the sample financial format are not required to be filled and attached during this stage of the proposal
45		Section 7.3.6	33	The bidder offering lowest "Total Cost in Rs. (including taxes)" as per the services opted by the Client would be termed as L1 (Least Cost) bidder or the successful bidder	As stated in the clause we understand that once the empanelment is done the RFP which will be floated from the Client side will be for the L1 category tender		Part of TOR Not Scope of this
46		General	NA	Extension of Bis submission	Would request you to kindly extend the bid by 7 to 10 working days from the date of corrigendum published.		As per Tender
47	OutWor	General	EMD - 200000/- Tender Fee - 5000/-	<b>EMD and Tender Fee Exemption for MSMEs</b>	As mentioned in the RFP, EMD and Tender Fee is exempted for Startups . We request you kindly <b>exempt the EMD and Tender Fee for MSMEs</b> also. As per the government Rule 170(i) And general Financial Rules (GFR),2017 Department of Industrial Policy and Promotion (DIPP) to exempt the EMD for MSMEs.		As per Tender
48	Spectrum Talent Managemet	4.12	10	Eligibility / Pre-qualification criteria	Can the work experience be shown for the personnel on outsourced project but on the payroll of the bidder or the personnel should be a regular employee on the bidders payroll	Please Clarify	On company's Role
49		NA	NA	NA	Can the bidder participate only for providing technical manpower and payroll the associates or the bidder has to take the work on turnkey basis?	Please Clarify.	Yes Can