

Response to Pre-bid Queries

TENDER for Set up of Project Management Unit (PMU) for implementation of Punjab State Data Policy and Integration Platform (under World Bank supported BFAIR Project) (Reference number: DGRPG/SDP/1/2024)

Sn	Tender Clause No.	Pg. No.	Tender Clause detail	Amendment Sought / Suggestion	Justification	Response
1	5.1.6	10	The contract will be awarded to the bidder which quotes Lowest Price (L1) in the Financial Bid.	In section 2. "Document Control Sheet" point 13. selection method written as Quality-cum-Cost Based Selection. Requesting to keep it as QCBS only with the weightage of Technical score as 0.80 and Financial score is 0.20 in Composite Score formula i.e. Composite Score = (Technical Score x 0.80) + (Financial Score x 0.20)	As this is data policy, data integration & implementation project which is crucial to state's data privacy, so technical score should also be given (more) weightage along with financial score during evaluation.	No change, As per RFP
2	5.3.2 point 6	17	CMMi Level 5 The bidder possesses CMMi certification which should be valid on the date of bid submission : 5 Marks	CMMi Level 5 The bidder possesses CMMi certification which should be valid on the date of bid submission : 5 Marks Or CMMi Level 3 The bidder possesses CMMi certification which should be valid on the date of bid submission : 3 Marks	To ensure the organic competition.	Please refer to corrigendum
3	5.7.1	20	No deviations/assumptions/recommendations shall be allowed in the bid. Bidders must ensure that the pre-bid meeting is attended by their concerned senior and authorized people so that all the doubts, clarification(s) & ambiguities regarding the bid document & project are resolved well before submission of bid.	Please help us with the information that pre-bid meeting will be offline or online or in hybrid mode. In case of offline, Please allow our some senior people to join online.	The physical availability of senior people is a bit challenging, so requesting for online meeting	No change, As per RFP

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4	5.18.1	26	No part of the contract shall be outsourced by the Service Provider. Non-adherence to the same shall attract penal action against the Service Provider. All resources deployed must be full time employees of the bidding entity. All resources deployed must be full time / Part time employees of the bidding entity.	Requesting for additional option for Part time resources.	No change, As per RFP
5	6.4.4	31	The Successful Bidder shall define legal challenges towards implementation of SDIP and also suggest the mitigation strategies.	The Successful Bidder shall support / facilitate to define legal challenges towards implementation of SDIP and also suggest the mitigation strategies.	KPMG doesn't provide Legal services, However we propose that client can engage entities providing legal services directly and KPMG can facilitate the process.	Please refer to corrigendum
6	7.1.1 point 4	41	Replacement of resource without taking approval from the purchaser : Penalty Rs. 1 lakh per instance	Replacement of resource without taking approval from the purchaser : Penalty Rs. 20,000 per instance	Though we will ensure to take prior approval for replacement instances but there might be unforeseen/genuine cases. so requesting for decrease in penalty amount	No change, As per RFP
7	7.1.2	41	The maximum penalty shall be capped to 20% of the quarterly/deliverable invoice value, as the case may be. After this limit is reached, a letter of warning shall be issued and the Purchaser reserves the right to terminate the contract for default.	The maximum penalty shall be capped to 2% of total contract value, After this limit is reached, a letter of warning shall be issued and the Purchaser reserves the right to terminate the contract for default.	As per general RFP conditions, requesting for cap it to 2% of total contract value.	No change, As per RFP
8	General			Please keep marks for Approach & Methodology	As this is data policy, data integration & implementation project which is crucial to state's data privacy, so accurate approach & methodology is required for successful implementation	No change, As per RFP
9	General			Please keep marks for resource profiles	As this is data policy, data integration & implementation project which is crucial to state's data privacy, so experienced professional is required for successful implementation	No change, As per RFP

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10	Clause 5.1. Bid evaluation process	10	5.1.6 The contract will be awarded to the bidder which quotes Lowest Price (L1) in the Financial Bid.	The current method of selection , is restricting the evaluation of quality parameters which is the essential requirement for this flagship Project Delivery and hence, restricting the participation of the top firms with similar experience. Therefore, we request to kindly amend the Quality and Cost based Selection (QCBS) evaluation parameter 80:20 (Technical: Commercial).		No change, As per RFP
11	5.2. Eligibility / pre-qualification criteria, Point 5.2.2, Sr. 9	13	5.2.2 The bidder must submit the proposed approach and methodology covering each of the following:	We request client to make this clause as part of Technical Evaluation		No change, As per RFP
12	Clause 4, Point no. 4.5	8	4. Introduction, Point no. 4.5: In order to ensure the smooth implementation of the data policy, Department of Governance Reforms and Public Grievances invites bids from interested parties for setting up of the PMU for an initial period of 3 years and further extendable on year-to-year basis, with a maximum period of two years at the discretion of the Purchaser.	The client is requested to amend the clause as follows: In order to ensure the smooth implementation of the data policy, Department of Governance Reforms and Public Grievances invites bids from interested parties for setting up of the PMU for an initial period of 3 years and further extendable on year-to-year basis, with a maximum period of two years at the discretion of the Purchaser on mutually agreed terms. Or Request the client to clarify the financial terms for extension.		No change, As per RFP

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13	Clause 4, Point no. 4.6.1	9	Work closely with the DGRPG, Department of Social Security and Development of Women and Children, Department of Local Government, Department of Employment Generation and Training and Department of Labour in ensuring compliance with the state data policy, which may require deep dive into understanding the existing data systems, business processes and overall service delivery framework.	<p>We assume that:</p> <p>The team to evaluate the availability of data, its accuracy and reliability on which the study or analysis shall be conducted. Additionally, our analysis shall be based on a pre-agreed criterion and publicly available data. Carrying out these interactions may require significant support from the client. There should be a clear governance mechanism and nodal officers nominated from different functional areas who will be responsible for providing the inputs we require. We should not correspond or interact with third parties on behalf of the client. Any such correspondence should ideally be routed through the client and should be as per the directions and with the involvement of the client.</p> <p>Is our understanding correct?</p>		No change, as per RFP
14	Clause 4, Point no. 4.6.4, 4.6.5	9	<p>4.6.4. Develop and document standard operating procedure for departments so as to ensure compliance with PSDP.</p> <p>4.6.5. Develop a format and document the weekly/monthly progress report.</p>	<p>We assume that While we can provide our analysis and recommendations, it should be the client's responsibility to review the options, analysis and recommendations and take a decision on the adoption and impacts. We cannot take any decisions on behalf of the client. During the delivery phase, our deliverables should include proper disclaimers/ caveats for reliance on data used in the reports and sources need to be clearly mentioned, etc.</p>		No change, As per RFP

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15	Clause 4, Point no. 4.6.8	9	4.6.8. Conduct periodic internal training(s) of the stakeholders so that the technical know-how can be transferred to the Nodal Officer/ team of officers deputed by the concerned departments.	<p>We assume that any training to be done by PwC should be in Train The Trainer mode. Note that no certification should be provided by PwC to the participants.</p> <p>Please provide clarity on how many training sessions/ workshops are to be held, how many staff are to be trained, how the training is to be delivered, whether any logistics costs are to be borne by us.</p>		No change, As per RFP
16	Clause 4, Point no. 4.6.9	9	4.6.9. Draft RFP document for selection of the SI for creation of State Data Integration Platform and ensure selection and onboarding of the SI, successfully completing the bid management and related contract management processes.	We assume that our scope includes bid process management including RFP preparation, it should be limited to mapping the documents and scope related section and excludes any legal opinion/ legal service with the client		No change, As per RFP
17	Point 5.14.5 (Pre-qualification requirement/ declaration regarding blacklisting / debarment)	25	5.14. Disqualifications: 5.14.5 Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.	We request you to kindly limit the disqualification criteria regarding blacklisting to bidders not blacklisted as on the date of submission of the bid or have not been blacklisted for a definitive period, such as 2 years. We also request you to kindly allow Bidders to declare that they are not blacklisted as on date or for a specific period (like 2 years) in the past. Further, we request you to clarify that in case a bidder has been earlier blacklisted in the past, such bidder will not be automatically disqualified and / or debarred by the client in case such backlisting does not subsist as on date of submission of the bid.		No change, As per RFP

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18	Clause 6, Point no 6.3. Deliverable 3	29	6.3.1 Business Process Reengineering (BPR) and Functional Specifications for the IT system of SDIP - The Successful Bidder shall develop Business Process Re-engineering recommendations, if any, in service delivery processes of schemes (under consideration) to be integrated with SDIP.	Request the client to kindly define the number of schemes/Services planned for onboarding to SDIP.	To align the team required and constrict the deliverable timelines as per the RFP scope	No change, As per RFP
19	Clause 6, Point no 6.2. Deliverable 2	29	6.2.4. To fully accomplish the vision of the platform, it should be ensured that the platform is compliant with relevant National/State laws and policies and ensures that there are no violations made in the platform design/program operations. The Successful Bidder is expected to identify the need for such policies and help the state government in drafting such policies.	We assume that we only have to provide the broad inputs which can be use for policy formulation. It should be client's responsibility to review the options, analysis and recommendations and take a decision on the same.		No change, As per RFP
20	6.5 Deliverable 5:	33	Legal and contractual specifications. The contract agreement should be based on the Conditions of Contract as defined by Government of Punjab procurement norms.		We assume it should be limited to mapping the documents with the templates provided by the client, and any legal opinion/ legal service will not be required	No change, As per RFP

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21	Clause 6, Point no 6.5. Deliverable 5	33	Request for Proposals (RFP); Selection of System Integrator for creation of State Data Integration Platform 6.5.5. Legal and contractual specifications. The contract agreement should be based on the Conditions of Contract as defined by Government of Punjab procurement norms.	We understand that our scope includes RFP preparation, it should be limited to mapping the documents with the templates provided by the client and excludes sharing any legal opinion/ legal service.		No change, As per RFP
22	Clause 6, Point no 6.5. Deliverable 5	34	6.5.8. Proposed agreement to be signed between purchaser and System Integrator for implementation of project	We understand that our involvement in the preparation of MoU/Agreement is limited to the scope related sections only and excludes the legal/ contractual clauses.		No change, As per RFP
23	Clause 7	41	7.1.2 The maximum penalty shall be capped to 20%	We request client to cap the penalties cumulatively to 10% of the total contract value.		No change, As per RFP
24	Clause no 7 SLA and Penalties, point 7.1.1, sr, no. 5	41	Absence of resources during currency of the contract without prior approval from the Purchaser (Max. 12 leaves shall be allowed in a year besides Gazetted holidays of Punjab)	Request client to change the penalty for absence of resources from 5000/- INR per day per resource to 2000/- INR per day per resource		No change, As per RFP
25	Clause 8.1, Point 8.1.4	42	Risk purchase	Request client to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that client will use government procurement norms (including price discovery) for procurement of such services from third parties.		No change, As per RFP

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26	Clause 9.6 at page 45	45	9.6 Confidentiality Obligations: Exceptions to confidential information are not provided	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."	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 e.g., 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.	No change, As per RFP
27	Clause 9.6 at page 45	45	9.6 Confidentiality Obligations: Parties to whom information can be disclosed is not documented	Client is requested to kindly include the following clause: "Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."	Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information.	No change, As per RFP
28	10.3. Self Declaration- Blacklisting/ Breach of contract	55	10.3. Self Declaration- Blacklisting/ Breach of contract - (Point A) A. Is not under a declaration of ineligibility for corrupt or fraudulent practices and has not been blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.	The client is requested to amend the clause as follows: "A. Is not under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by Punjab Govt. / Central Govt./ Board/ Corporations and Government Societies / PSU for any reason as on the day of the bid"		Please refer to corrigendum

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29	General			The Client is requested to extend the date of submission of bids by 30 days from the date of publishing the clarification of the pre-bid queries. The request is being put forward to ensure that all considerations based on the pre-bid query responses can be inculcated in the bid to be submitted.		Please refer to corrigendum
30	General		No third party disclaimer	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. Please confirm our understanding is correct.	No change, As per RFP
31	General		No acceptance criteria	You may consider including the below simple clause: "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 fulfil their respective part of obligations. 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.	No change, As per RFP
32	7.2 Resource Requirements			Request client to allow yearly increments to the first year price quoted for the given resource.		No change, As per RFP

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33	5.13.5	24	<p>The bids will be evaluated on the Quality cum Cost Based Selection method. The technically qualified bidder whose "Total Cost" in the Table 1 of the Financial Bid format is lowest shall be ranked as L1 Bidder and will be considered as the successful Bidder for signing of contract. The Bidder with the second lowest price shall be considered as L2 bidder and so on.</p>	<p>While the clause suggests evaluation methodology is Quality cum Cost Based Selection (QCBS) however there is no weightage assigned to the technical score like 70:30 Or 80:20 so on.</p> <p>It is suggested that in such a critical assignment certain weightage may be considered to be allocated to technical score to ensure quality delivery.</p>	<p>Technical competency, relevant experience and cutting edge approach and methodology is of paramount importance for such a critical assignment.</p> <p>Hence it is pertinent to include technical score weightage in overall evaluation score.</p>	<p>No change, As per RFP</p>

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34	6.8 Timelines	36	<p>Deliverable 7: Project Management, Implementation Monitoring and Operations & Maintenance Reports for State Data Integration Platform (Quarter 1-8)</p> <ul style="list-style-type: none"> ❖ Review report of System Requirement Specification (SRS), Design reports, UAT plan, etc; ❖ Report on onboarding of different schemes in SDIP across multiple tracks ❖ Report on training and capacity building of scheme departments, district officials and other key stakeholders ❖ Report on SDIP use cases roll out with pilot schemes in identified pilot districts ❖ Report on SDIP use cases state-wide roll out with remaining schemes while addressing the learnings from pilot ❖ Knowledge Transfer at least 45 days (Last quarter) Relevant Reports to be shared at the end of every quarter 	<p>There are multiple reports stated as deliverables for Milestone 07. Milestone 07 is mapped across 08 quarters from T+15 to T+36.</p> <p>It is understood that not all the reports shall be delivered in all the quarters as some of them are particular event/scheme based.</p> <p>In view of the above, may kindly request a bit more clarity on the acceptance criteria for the quarterly payments under Deliverable #7.</p>	NA	No change, As per RFP
35	7.1.1 The SLA and Penalties shall be applicable	41	<p>Point #3: Non-Adherence to the timelines as mentioned in this tender- mentioned in this tender</p> <p>Rs. 2,000/- per day per deliverable</p>	<p>How adherence to timelines for Deliverables 6 and 7 will be determined by the purchaser? Deliverable 6 is subject to the onboarding of successful vendor(s), while Deliverable 7 involves multiple reports without a clear delivery timeline specified for each individual report.</p>	NA	No change, As per RFP

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36	8.2 Prices and Payment Schedule	43	<p>Deliverable 6</p> <p>Bid Process Management: After floating of RFP, the Successful Bidder shall support the Department on following activities</p> <p>6.6.1. Assist Departments in finalizing key areas of Scope of Work, Bid evaluation framework and criteria, service levels etc. during Tender preparation</p> <p>6.6.2. Assistance in response to pre-bid queries</p> <p>6.6.3. Assistance in issuance of corrigendum etc.</p> <p>6.6.4. Assistance in Pre-qualification/General evaluation of bids</p> <p>6.6.5. Assistance in Technical evaluation of bids</p> <p>6.6.6. Assistance in Commercial evaluation of bids</p> <p>6.6.7. Assistance regarding selection of agency</p> <p>6.6.8. Assistance regarding finalization and signing of contract & SLAs</p>	<p>To receive the associated payment for Deliverable 6, does the bidder need to provide support for two (2) months, as per Section 6.8 Timeline, or until the successful onboarding of the vendor(s)?</p> <p>As the payment for Deliverable 6 (10% of the order value, as per Section 8.2 Prices and Payment Schedule) is contingent upon the completion of the deliverable.</p> <p>Will the payment due date be considered as the completion of the BPM activities from Bidder's end or the actual onboarding of the vendor?</p>	NA	No change, As per RFP
37	6.9 Resource Requirements	37		Will the resources be required to travel outside Chandigarh AD office(s) or will be restricted to Chandigarh only?		No change, As per RFP

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38	6.3 & 6.7.3	29	The Successful Bidder shall develop Business Process Re-engineering recommendations, if any, in service delivery processes of schemes (under consideration) to be integrated with SDIP	Have the total number of schemes been defined that will be part of BPR, as this will help us to estimate the total efforts required?		No change, As per RFP
39	6.7.5			Have the pilot districts or the number of pilot districts been identified for monitoring,		No change, As per RFP
40	6.3.10	30	The Successful Bidder shall suggest technology infrastructure plan such that the proposed solution shall be cloud/hybrid cloud ready from day 1 with high availability mode to avoid single point of failure. This must include aspects such as data back-up, recovery (in case of disasters or emergencies) etc	If the solution requires cloud deployment, will private cloud service providers be eligible or only government cloud can be considered?		No change, As per RFP
41	General		General	Since the scope involves multiple departments and their associated data, it is expected that SPOCs for each department would be provided who can facilitate on functional and technical requirements		Yes, SPOCs will be provided for each departments

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42	8.1 - Eligibility / Pre-Qualification Criteria	12	The bidder should have a minimum annual average turnover of Rs. 15 crores, in any three of the last five financial years for which the bidder's accounts have been audited.	Considering the objectives of this engagement as stated in the RFP, it is suggested that department receives quality proposal from reputed organization having sufficient knowledge of the department and domain. Hence, we request you to change the clause as below: "The bidder should have a minimum annual average turnover of Rs. 100 crores, in any three of the last five financial years for which the bidder's accounts have been audited".		No change, As per RFP
43	7.1.2	41	7.1.2. The maximum penalty shall be capped to 20% of the quarterly/deliverable invoice value, as the case may be. After this limit is reached, a letter of warning shall be issued and the Purchaser reserves the right to terminate the contract for default.	Can we request for the capping of penalties to be 10% of the quarterly/deliverable invoice value?		No change, As per RFP
44	Section 2. Clause 13	5	Selection Method - Quality-cum-Cost Based Selection	We request to change the Clause 13 Section 2 as below: Selection Method - Least Cost (L1)	As per section "5. Instructions to bidders" Sub Section 5.1.6, it is mentioned that The contract will be awarded to the bidder which quotes Lowest Price (L1) in the Financial Bid. Thus, Clause 13 of Section 2 is contradicting. Further, there is no weightage of Technical Scores defined.	Please refer to corrigendum

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45	Section 5.2.2. Clause 3	11	<p>The bidder should have successfully completed "Similar Work" during the last seven years ending 31.12.2023 as per following details:-</p> <p>A. One project costing not less than the amount equal to Rs. 6 crores (including taxes). OR B. Two projects each costing not less than the amount equal to Rs. 5 crores each (including taxes). OR C. Three projects costing not less than the amount equal to Rs. 3 crores each (including taxes).</p>	<p>The bidder should have successfully completed "Similar Work" during the last seven years ending 31.12.2023 or as of date of bid submission as per following details:-</p> <p>A. One project costing not less than the amount equal to Rs. 6 crores (including taxes). OR B. Two projects each costing not less than the amount equal to Rs. 5 crores each (including taxes). OR C. Three projects costing not less than the amount equal to Rs. 3 crores each (including taxes).</p>	<p>The said clause is required to be added to justify the evaluation criteria for projects in progress with minimum 6 months completed.</p>	No change, As per RFP
46	Section 5.2.2. Clause 4	12	<p>The bidder should have a minimum annual average turnover of Rs. 15 crores, in any three of the last five financial years for which the bidder's accounts have been audited.</p>	<p>The bidder should have a minimum annual average turnover of Rs. 30 crores, in any three of the last five financial years for which the bidder's accounts have been audited.</p>	<p>As per MeITy Modal RFP for Consulting Agencies PQ Criteria, one project of similar nature not less than 80% of estimated cost is required and turnover as per "Guidance Note for Consulting Agencies-Model RFP Section 2.4.1" should be minimum 5 times of the project value. Considering the same, Department has asked one similar project of 6 crores. The turnover should be raised to minimum 30 Crores (5 times of 6 Crores).</p>	No change, As per RFP

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47	Section 9.4.1.	45	The Service Provider shall permit the Govt. of punjab and/or persons appointed by the Govt. of Punjab to inspect the records, account related to performance of the contract and the submission of the bid, and to have such account and records audited by auditors appointed by the Govt. of Punjab, if requested.	The Service Provider shall permit the Govt. of punjab and/or persons appointed by the Govt. of Punjab to inspect the records, account related to performance of the contract and the submission of the bid, and to have such account and records audited by auditors appointed by the Govt. of Punjab, if requested. Consent from consultant will be taken for the same.	In case any third party/ independent auditor is proposed to be appointed by Government of Punjab, consent from Consultant should be taken due to the same line of business and any other auditor will most likely be a competitor.	No change, As per RFP
48	Section 9.10	47	Termination by Consultant	Consultant can terminate contract in case i) its fees are not paid within the contractually agreed period; ii) if the Client does not comply with the terms of the Agreement/ RFP	Termination rights must be available to of the Firm/Bidder Consultant as well.	No change, As per RFP
49	Section 5.3.2 Sr. No. 3 Organizational Financial Strength	16	Average Annual Turnover in any three of the last five financial years i.e. 2018-2019, 2019-2020, 2020-2021, 2021-2022 and 2022-2023 for which the bidder's accounts have been audited. ● Less than or equal to Rs. 17.5 Crore: 7 Marks ● More than Rs. 20 Crore but less than Rs. 25 Crore: 10 Marks ● More than or equal to Rs. 25 Crore: 15 Marks	Organizational Financial Strength Average Annual Turnover in any three of the last five financial years i.e. 2018-2019, 2019-2020, 2020-2021, 2021-2022 and 2022-2023 for which the bidder's accounts have been audited. ● Less than or equal to Rs. 35 Crore: 7 Marks ● More than Rs. 35 Crore but less than Rs. 50 Crore: 10 Marks ● More than or equal to Rs. 50 Crore: 15 Marks	The turnover as recommended should be more than 5 times the project value of similar work. This should also be changed on similar lines to Pre-Qualification.	No change, As per RFP
50	Section 5.3.2 Sr. No. 5	17	ISO 9001 Certificate The bidder possesses ISO 9001 certification which should be valid as on 31.12.2023: 5 Marks	ISO 9001 Certificate The bidder possesses ISO 9001 certification which should be valid as on date of bid submission: 5 Marks	The certificate should be valid on date of submission of bid. With current criteria, the certificate can be invalid if expired in January 2024. Criteria should be changed.	No change, As per RFP

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51	Section 5.3.2 Sr. No. 9	18	<p>Net worth: The bidder has a positive net worth in the minimum three years out of last five financial years i.e. 2017-2018, 2018-2019, 2019-2020, 2020-2021 and 2021-2022:</p> <ul style="list-style-type: none"> ● any three FYs : 5 Marks ● any four FYs : 8 Marks ● All five FYs :10 Marks 	<p>Net worth: The bidder has a positive net worth in the minimum three years out of last five financial years i.e. 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-23:</p> <ul style="list-style-type: none"> ● any three FYs : 5 Marks ● any four FYs : 8 Marks ● All five FYs :10 Marks 	The years should be in sync with turnover years and networth years defined in Pre-Qualification and Technical Qualification.	No change, As per RFP
52	5.13.5: Financial bids format and evaluation:	24	The bids will be evaluated on the Quality cum Cost Based Selection method. The technically qualified bidder whose "Total Cost" in the Table 1 of the Financial Bid format is lowest shall be ranked as L1 Bidder and will be considered as the successful Bidder for signing of contract. The Bidder with the second lowest price shall be considered as L2 bidder and so on.	It is suggested that the selection method should be Quality and Cost Based Selection (QCBS). Considering the intricate nature and high level of complexity inherent in this project, it is strongly recommended to employ a Quality and Cost Based Selection (QCBS) approach for contractor selection, as opposed to a Least Cost Based Selection (L1) approach.	Kindly confirm where the selection method is QCBS or L1.	No change, As per RFP

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53	5.2.2 (Point no.9): Eligibility Criteria	13	<p>The bidder must submit the proposed approach and methodology covering each of the following:</p> <ul style="list-style-type: none"> i. Approach for ensuring compliance of PSDP within select departments ii. Approach for the design of SDIP iii. Approach for preparation of DPR iv. Approach for RFP preparation and bid process management v. Approach for business process reengineering and framing of policies /guidelines vi. Approach for training and capacity building regarding capacity-building support to ADs for <ul style="list-style-type: none"> 1) PSDP compliance 2) Technical design of state data integration platform and operationalization of the platform 3) Onboarding of departments on SDIP vii. Approach for Project Management viii. Resource deployment plan 	<p>It is suggested that the Assessment of Methodologies and Approaches (A&M) be conducted during the Technical Qualification stage, rather than the Pre-qualification stage. This will allow for a more thorough evaluation of the bidders' technical capabilities and understanding of the project requirements.</p>	<p>Surprisingly, this criterion is placed under Eligibility criteria in this document. Normally, the criterion of Approach and Methodology lies in the list of technical evaluation criteria along with bifurcation of marks to be given for the same. We would request you to explain the assessment parameters that how would the qualification of a bidder be measured based on this?</p>	<p>No change, As per RFP</p>

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54	5.2.2 (Point 4 in the table): – Eligibility criteria	12	The bidder should have a minimum annual average turnover of Rs. 15 crores, in any three of the last five financial years for which the bidder's accounts have been audited.	Revised Clause: The bidder should have a minimum annual average turnover of Rs. 500 crores, in any three of the last five financial years for which the bidder's accounts have been audited.	Considering the scope of this project i.e., implementation of Punjab State Data Policy and Integration Platform. It is requested to re-evaluate the minimum annual average turnover requirement for pre-qualification, potentially increasing it from Rs. 15 crore to a level more commensurate with the project's scale and risks. A threshold of Rs. 500 crore may be considered as a starting point for further discussion.	No change, As per RFP
55	5.3.2. Technical Evaluation- Point no.4	15	Organizational Financial Strength Average Annual Turnover in any three of the last five financial years i.e. 2018-2019, 2019-2020, 2020-2021, 2021-2022 and 2022-2023 for which the bidder's accounts have been audited. <ul style="list-style-type: none"> ● Less than or equal to Rs. 17.5 Crore: 7 Marks ● More than Rs. 20 Crore but less than Rs. 25 Crore: 10 Marks ● More than or equal to Rs. 25 Crore: 15 Marks 	Request you to kindly re-look at the Technical Evaluation marking for Financial Turnover may be allocated proportionally starting from Rs. 15 Crore, with marks increasing for higher turnovers. The revised marking scheme shall be as follows: 15 Crore to less than 17.5 Crore: 7 Marks 17.5 Crore to less than 20 Crore: 10 Marks 20 Crore to less than 25 Crore: 13 Marks 25 Crore or more: 15 Marks	In consideration of the minimum annual average turnover requirement of Rs. 15 crore established for pre-qualification, it is recommended to adjust the marking scheme for technical evaluation in the following manner: Eliminate the marking category for "Less than or equal to Rs. 17.5 Crore." As pre-qualified bidders will have already met the minimum turnover threshold, assigning marks to this category becomes redundant. Shift the starting point for marking to Rs. 15 crore. This ensures that all pre-qualified bidders receive a minimum score based on meeting the pre-defined financial requirement. Proportionally increase the marks for higher turnover categories. This maintains a fair and objective evaluation system where higher financial capacity is recognized through a gradual increase in scoring.	No change, As per RFP

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56	5.16 – Performance Security	25	The successful bidder shall furnish performance security to DGRPG valuing 10% of the value of the contract within 15 days of release of Lol in the form of NEFT / DD / PBG as per format 11.2.	Please share the format 11.2		Please refer to corrigendum
57	6.8 – Timelines	36	Timelines	As per our understanding 'T' is kick off meeting.		Please Refer abbreviations table at Clause 3.1 (SN 17)
58	6.8 – Timelines	36	Timelines	As per our understanding, time required for obtaining necessary approvals for the milestones is not included in this timeline.		No change, As per RFP
59	6.9 Resource Requirement	39	The above-mentioned resources (except Procurement Expert) are to be deployed on site in the office of the Purchaser for the Currency of the Contract within 30 days from the date of award of contract. The Procurement Expert can be deployed at the time of relevant deliverables. Purchaser reserves the right to deploy any of the resources as per the need of the project in the allied departments.	Request to clarify that whether the resources required are to be deployed full time or as on deliverable basis	This clause is contradictory to the other clauses of resource deployment i.e. 6.9.1 - (Following are the minimum set of resources to be engaged by the Successful bidder to accomplish the assignment. The deployment plan submitted as part of pre qualification bid should be aimed towards achieving the milestones / deliverable within targeted timelines as mentioned in this tender) and format for financial proposal.	No change, As per RFP. Refer Clause 5.18.1
60	6.9 - Resource Requirements Project Manager	37	Qualification: BE/ B.Tech/ MCA/ MSc(IT/CSE) with MBA/ PGDM or Equivalent	Revised Qualification: BE/ B.Tech/ MCA/ MSc(IT/CSE)/ BSc (CS) with MBA/ PGDM or Equivalent		No change, As per RFP

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61	6.9 - Resource Requirements Technical Specialists	38	Qualification: BE/ B.Tech/ MCA/ MSc (IT/CSE) or higher	Revised Qualification: BE/ B.Tech/ MCA/ MBA (IT)/ MSc (IT/CSE) or higher		No change, As per RFP
62	6.9 - Resource Requirements Solution Architect	38	Qualification: BE/ B.Tech/ MCA/ MSc (IT/CSE) or higher	Revised Qualification: BE/ B.Tech/ MCA/ MBA (IT)/ MSc (IT/CSE) or higher		No change, As per RFP
63	6.9 - Resource Requirements Procurement Expert	39	Qualification: BE/ B.Tech/ MCA/ MSc (IT/CSE) or higher	Revised Qualification: BE/ B.Tech/ MCA/ MBA/ MSc (IT/CSE) or higher		No change, As per RFP
64	7.1 – SLA and Penalties	41	The maximum penalty shall be capped to 20% of the quarterly/deliverable invoice value, as the case may be. After this limit is reached, a letter of warning shall be issued and the Purchaser reserves the right to terminate the contract for default.	Revised Clause: The maximum penalty shall be capped to 10% of the quarterly/deliverable invoice value, as the case may be. After this limit is reached, a letter of warning may be issued and the Purchaser reserves the right to terminate the contract for default.	20% penalty cap is on higher side as compare to standard practices in market, request you to keep it penalty cap should be 10%.	No change, As per RFP
65	7.1 – SLA and Penalties	41	Additional Clause:	Clause: Any delay/ non-performance, not attributable to the selected bidder, shall not be considered while computing adherence to service levels but the selected bidder shall submit sufficient records/ documents that the delay/ non-performance is not on bidder's part.	Bidder should not be made liable for any delay caused due to internal processes of the authority.	No change, As per RFP

Sn	Tender Clause No.	Pg. No.	Tender Clause detail	Amendment Sought / Suggestion	Justification	Response
66	9.6 Confidentiality	45	Additional Clause:	We understand that Consultant shall adhere to comply confidentiality of information till the completion of the project. Please confirm.	Request you to add below clause: The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of two (2) year.	No change, As per RFP
67	9.7 Intellectual Property Rights	46	Additional Clause:	We understand that pre-existing IPR of Consultant will remain with consultant only. Please confirm.	Request you to add below clause: "Notwithstanding the foregoing, DTTILLP retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that DTTILLP may use or develop in connection with this Contract. DTTILLP is not responsible if the client infringes the IPR by modifying the deliverables submitted by DTTILLP"	No change, As per RFP
68	Additional Clause on Limitation of Liability		Additional Clause:	Based on GFR and guidelines issues by MeitY, Gol, please cap overall liability of consultant to fee paid to consultant. This is generally accepted in most of consultancy tenders.	Request you to add below clause: Notwithstanding anything contained in the contract, Client agrees that the Vendor/ Bidder / Consultant shall not be liable to Client, 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 Vendor/Bidder / Consultant. In no event shall the Vendor/ Bidder / Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss.	No change, As per RFP

Sn	Tender Clause No.	Pg. No.	Tender Clause detail	Amendment Sought / Suggestion	Justification	Response
69	Page no. 11 5.2. Eligibility / pre-qualification criteria Point no. 3		The bidder should have successfully completed "Similar Work" during the last seven years ending 31.12.2023 as per following details: - A. One project costing not less than the amount equal to Rs. 6 crores (including taxes). OR B. Two projects each costing not less than the amount equal to Rs. 5 crores each (including taxes). OR C. Three projects costing not less than the amount equal to Rs. 3 crores each (including taxes).	We request the authority to kindly consider ongoing projects & reduce the value as well, it will ensure broader participation in the Request for Proposal (RFP) process, and ultimately enable the authority to choose from a wider pool of highly skilled and competitive service providers. After modification the clause may be read as: The bidder should have successfully Ongoing/completed "Similar Work" during the last seven years ending 31.12.2023 as per following details: - A. One project costing not less than the amount equal to Rs. 3 crores (including taxes). OR B. Two projects each costing not less than the amount equal to Rs. 2 crores each (including taxes). OR C. Three projects costing not less than the amount equal to Rs. 1 crore each (including taxes).		No change, As per RFP