

**Corrigendum – Tender Reference No.: DGRPG/TPA/2024/1**

SN	Tender / ATC Clause No.	Page No.	Tender / ATC Clause	Tender / ATC clause details / specification	Revised Clause
1	5.1.2.3	8	Pre-Qualification Criteria	<p><b>Qualification Criteria:-</b> Bidder must have successfully completed minimum 2 projects as TPA in any Data Centre in India during the last five years ending 31.03.2024 with minimum value of the work order of Rs. <b>2 cr.</b></p> <p>Projects executed within the Agency’s own company, group of companies or Joint Venture companies shall not be considered.</p> <p><b>Documents/Information to be provided -</b> Work Order / Contract Agreement confirming year, cost, area of activity and other parameters sought in the qualification criteria.</p> <p>Proof of completion of work / satisfactory certificate / proof of payment from CA is to be submitted along with work orders.</p>	<p><b>Qualification Criteria:-</b> Bidder must have successfully completed minimum 2 projects as TPA in any Data Centre in India during the last five years ending 31.03.2024 with minimum value of the work order of Rs. <b>1 cr.</b></p> <p>Projects executed within the Agency’s own company, group of companies or Joint Venture companies shall not be considered.</p> <p><b>Documents/Information to be provided -</b> Work Order / Contract Agreement confirming year, cost, area of activity and other parameters sought in the qualification criteria.</p> <p>Proof of completion of work / satisfactory certificate / proof of payment from CA is to be submitted along with work orders.</p> <p><b>Ongoing Projects with minimum 2 years of operations can also be considered. Proof of completion of work/satisfactory certificate/proof of payment from CA is to be submitted along with work orders.</b></p>

2	5.2.1.2	10	Technical Bid Evalaution	<p>Successful completion of project as TPA in any Data Center in government (departments/ boards/ orporations/ PSUs/ Societies) or Large reputed Enterprise in the last 10 years as on 31.03.2024 with minimum value of Rs. <b>2 cr.</b> for each project. 5 marks for each project subject to a maximum of 20 marks.</p>	<p>Successful completion of project as TPA in any Data Center in government (departments/ boards/ corporations/ PSUs/ Societies) or Large reputed Enterprise in the last 10 years as on 31.03.2024 with minimum value of Rs. <b>1 cr.</b> for each project. 5 marks for each project subject to a maximum of 20 marks. Work orders/ documents confirming year, cost, location(s), area of activity, rack capacity and other parameters sought in the qualification criteria. Any other relevant documents for costing of each work are also acceptable. <b>Ongoing Projects with minimum 2 years of operations can also be considered. Proof of completion of work / satisfactory certificate is to be submitted along with work orders.</b></p>
3	9.4.2	30	SLA	<p>Deployment of Resource : Qualification and experience should be as prescribed in this tender. Any deviation will be treated as non<sub>1</sub>deployment for the purpose of liquidated damages calculation. Resource must be deployed within 1 week from the date of contract signing / replacement of resource. <b>Rs. 10,000/-</b> per day for non<sub>1</sub>deployment / any deviation and no payment for the deliverables prepared by the concerned resource</p>	<p>Qualification and experience should be as prescribed in this tender. Any deviation will be treated as non deployment for the purpose of liquidated damages calculation. Resource must be deployed within 1 week from the date of contract signing / replacement of resource. <b>Rs. 5,000/-</b> per day for non deployment / any deviation and no payment for the deliverables prepared by the concerned resource</p>

4	9.4.4	30	SLA	Resource availability: TPA needs to ensure that resource shall not take any leave (Max. leave allowed - <b>12</b> in a year) without prior approval from DGRPG. During leave period, resource should be available on phone or a temporary replacement / remote support to be provided. If resource deployed is not reporting to duty without sanctioned leaves,the same will be treated as non deployment for the purpose of liquidated damages calculation. Rs. 5,000/- per day for each un sanctioned non reporting day upto 15 days Rs. 20,000/- per day for each un sanctioned non reporting day beyond 15 days	Resource availability: TPA needs to ensure that resource shall not take any leave (Max. leave allowed - <b>18</b> in a year) without prior approval from DGRPG. During leave period, resource should be available on phone or a temporary replacement / remote support to be provided. If resource deployed is not reporting to duty without sanctioned leaves,the same will be treated as non deployment for the purpose of liquidated damages calculation. Rs. 5,000/- per day for each un sanctioned non reporting day upto 15 days Rs. 20,000/- per day for each un sanctioned non reporting day beyond 15 days
5	9.4	32	SLA	Maximum liquidated damages cap is of <b>20%</b> of the quarterly invoice value.	Maximum liquidated damages cap is of <b>10%</b> of the quarterly invoice value which will be applicable from Sr. No 5 to 13 in the above table. There will be no maximum cap for point 1 to 4.
6	6.1	20	Scope of Work	The core objective of TPA is to provide objective <b>assurance</b> and audit services designed to monitor and the conformance by the operator and add value to improve the PSDC. It helps the State accomplish the State Data Centre by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of infrastructure, operations, service level management, control and governance processes.	The core objective of TPA is to provide objective <b>confirmation/verification</b> and audit services designed to monitor and the conformance by the operator and add value to improve the PSDC. It helps the State accomplish the State Data Centre by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of infrastructure, operations, service level management, control and governance processes.
7	6.6.8	22	State Data Center IT Infrastructure Audit	TPA to provide <b>assistance in tendering process i.e. finalization of specifications, technical evaluation etc.</b> for <b>procurement</b> of IT infrastructure for PSDC.	TPA to provide <b>support</b> for <b>upgradation</b> of IT infrastructure for PSDC.

8	6.6.9	22	State Data Center IT Infrastructure Audit	TPA shall be responsible for time to time verification of newly purchased (on notification to TPA from DGRPG) IT hardware and software products for PSDC. TPA shall submit the <b>acceptance certificate</b> to DGRPG within 7 days.	TPA shall be responsible for time to time verification of newly purchased (on notification to TPA from DGRPG) IT hardware and software products for PSDC. TPA shall submit the verification report with their <b>observation and recommendation</b> to DGRPG within 7 days from the date all data provided to TPA for verification.
9	6.10.2	25	Security and Compliance Audit	TPA would review the security measures followed by the Data Centre Operator <b>to ensure that the applications being hosted are free of vulnerabilities.</b>	TPA would review the security measures followed by the Data Centre Operator <b>and provide report with their compliance status, vulnerabilities if any.</b>
10	6.10.5	26	Security and Compliance Audit	TPA shall conduct <b>Internal Audits</b> of ISMS as per the requirements of ISO 27001.	TPA shall conduct the <b>Third Party Audit</b> for ISMS as per the requirements of ISO 27001.
11	9.4	30	General Clauses	Activity - Submission of PBG & Signing of <b>rate contract</b> . Deliverable - PBG & Signed <b>rate contract</b> .	Activity - Submission of PBG & Signing of <b>contract</b> . Deliverable - PBG & Signed <b>contract</b> .
12	8.1.3	28	Payment Terms	The decision of the DGRPG pertaining to the <b>quality and quantity</b> of works / services performed by the Service Provider will be final and acceptable to the Service Provider besides being binding. It shall be the responsibility of the Service Provider to rectify the deficiencies so pointed out without any extra payment. In the event of default by Service Provider, DGRPG reserves the right to get the concerned work / services fixed at its own level at the cost, risk and responsibility of the Service Provider after giving a notice in regard thereto in writing and expenditure so incurred by the DGRPG will be recovered from the invoices of the Service Provider or from PBG, as it may deem fit.	The decision of the DGRPG <b>pertaining to works / services</b> performed by the Service Provider will be final and acceptable to the Service Provider besides being binding. It shall be the responsibility of the Service Provider to rectify the deficiencies so pointed out without any extra payment. In the event of default by Service Provider, DGRPG reserves the right to get the concerned work / services fixed at its own level at the cost, risk and responsibility of the Service Provider after giving a notice in regard thereto in writing and expenditure so incurred by the DGRPG will be recovered from the invoices of the Service Provider or from PBG, as it may deem fit.

**Response to Queries (RTQ) – Tender Reference No.: DGRPG/TPA/2024/1**

SN	Tender / ATC Clause No.	Page No.	Tender / ATC Clause	Tender / ATC clause details/specification	Amendment Sought / Suggestion	Justification	PSeGS response
1	6.13.1	27	Resource Requirement	TPA shall deploy one onsite, on-rolls & dedicated Senior Auditor / Senior Consultant with minimum 5 years' experience and minimum of 2 certifications (ISO 27001 /CISA /ISO 22301 /ITIL v3 Foundation /Six Sigma Black Belt / ISO 20000/ CEH).	<p>1. We request you to kindly allow for two resources for the proposed RFP. One more resources with minimum of three years of experience with minimum two certifications.</p> <p>2. We kindly request you to consider the requirement for two resources and modify the clause as - TPA shall deploy two (2) onsite, on-rolls &amp; dedicated resources</p> <p>i) Senior Auditor / Senior Consultant with minimum 5 years experience and at least one of the certifications (ISO 27001 /CISA /ISO 22301).</p> <p>ii) Auditor / Consultant with minimum 3 years' experience and at least one of the certifications (ITIL v3 Foundation / ISO 20000/ CEH)."</p> <p>4. TPA shall deploy atleast <b>Two onsite</b>, on-rolls &amp; dedicated Senior Auditor / Senior Consultant with minimum 5 years' experience and minimum of 2 certifications (ISO 27001 /CISA /ISO 22301 /ITIL v3 Foundation /Six Sigma Black</p>	<p>1. Keeping in view the scope of work we request you to kindly consider two resources for the proposed work as there are two different experties required, one for ISO 27001, ISO 20000 and Compliance prospective and another from Threat Analysis (VA/PT) and security prospective. Although we also needs to pull in resource for Non-IT and Civil Work verification during the implementation phase.</p> <p>2. Based on past experience in similar assignments, it is practically very challenging to complete all the quarterly &amp; half yearly deliverables, with single resource and within timeline.</p> <p>4. Looking to the coverage &amp; Scope, it is believed that, there would be requirement of minimum of two resource onsite to deliver the scope as mentioned in this RFP. Hence, requesting to provision Two resources onsite instead of one.</p>	<p>Clarification: Only one resource is required to be deployed onsite as per the criteria mentioned in the RFP. To fulfil the scope of the work as per the timelines mentioned in the RFP, TPA may deploy additional onsite/offsite resource. Kindly refer Tender Clause no 6.13.3.</p>

2	5.11.4	17	Financial Bid Evaluation	The bids will be evaluated on the Least Cost Based Selection method. The lowest bid shall be declared as most responsive bidder (L1).	<p>1. Requested you to kindly change the bid criteria from L1 to QCBS (80:20)</p> <p>4. The bids will be evaluated on the QCBS method as under :</p> <p>Technical : 80%</p> <p>Financial : 20%</p>	<p>1. Considering the criticality of the work, and the significant security and revenue implications attached to the project, we kindly request that you change the criteria to QCBS. This will ensure that the department secures the most experienced and technically proficient company. By doing so, experienced companies will have the best opportunity to work with the department. 4. The core objective of TPA is to provide objective confirmation/verification and audit services designed to monitor and the conformance by the operator and add value to improve the PSDC.</p> <p>(Kindly remove assurance as this would be verification or audit services as per compliances)</p>	As per RFP
3	5.1.2.3	8	Pre-Qualification Criteria	Bidder must have successfully completed minimum 2 projects as TPA in any Data Centre in India during the last five years ending 31.03.2024 with minimum value of the work order of Rs. 2 cr. Projects executed within the Agency's own company, group of companies or Joint Venture companies shall not be considered.	<p>1. Requested you to kindly reduce the work order value to 1 Cr. and we understand that ongoing projects will also be considered.</p> <p>2. It is suggested to consider ongoing projects too, in the qualification criteria.</p> <p>3. Bidder must have successfully completed/ ongoing minimum 1 projects as TPA/ TAS in any Data Centre /PSUs / Defence / Govt. organizations/ Enterprise in India during the last five years ending 31.03.2024 with minimum value of the work order of Rs. 1 Cr. Projects executed within the Agency's own company shall not be considered.</p> <p>In addition to above, bidder should have work experience of 2 IT consultancy / TPA/ TAS / Security Assessments Projects in Government Department / PSU/ Enterprise in India during last three (3) years as on March 31, 2024 (any one should reflect experience of ISO 27001/CCMP/ VA/PT / GIGW review done for any</p>	<p>1. Considering these types of projects, the average resources per work order range from 2-3, spanning 2 to 5 years. Consequently, the average work order value is between 1 to 1.5 Cr. Additionally, since you are asking for completed projects in the last 5 years, as that many of our projects are still ongoing.</p> <p>2. It shall provide more competitiveness to participate in the tender.</p>	Refer Corrigendum

4	5.2.1.2	10	Technical Bid Evaluation	<p>Successful completion of project as TPA in any Data Center in government (departments/ boards/ corporations/ PSUs/ Societies) or Large reputed Enterprise in the last 10 years as on 31.03.2024 with minimum value of Rs. 2 cr. for each project.</p> <p>5 marks for each project subject to a maximum of 20 marks.</p> <p>Work orders/ documents confirming year, cost, location(s), area of activity, rack capacity and other parameters sought in the qualification criteria. Any other relevant documents for costing of each work are also acceptable. Proof of completion of work / satisfactory certificate is to be submitted along with work orders.</p>	<p>1. Requested you to kindly reduce the work order value to 1 Cr. and we understand that ongoing projects will also be cosidered.</p> <p>2. Successful completion of project as TPA in any Data Center(DC) or Wide Area Network(WAN) or Security Operations Center (SOC) or any large ICT Projects in government (departments/ boards/ corporations/ PSUs/ Societies) or Large reputed Enterprise in the last 10 years as on 31.03.2024 with minimum value of Rs. 2 cr. for each project.</p> <p>3. Successful completion/ ongoing of project as TPA/ TAS in any Data Center in government (departments/ boards/ corporations/ PSUs/ Societies) or Enterprise in the last 10 years as on 31.03.2024 with minimum value of Rs. 1 Cr. for each project.</p> <p>10 marks for each project subject to a maximum of 20 marks.</p> <p>Work orders/ documents confirming year, cost, location(s), area of activity, rack capacity and other parameters sought in the qualification criteria. Any other relevant documents for costing of each work are also acceptable. Proof of completion of work / ongoing of project / satisfactory certificate is to be submitted along with work orders.</p>	<p>1. Considering these types of projects, the average resources per work order range from 2-3, spanning 2 to 5 years. Consequently, the average work order value is between 1 to 1.5 Cr. Additionally, since you are asking for completed projects in the last 10 years, as that many of our projects are still ongoing.</p> <p>2. Since there are limited numbers of Data Centers who engage TPA services, it is requested to consider other ICT projects as well.</p>	Refer Corrigendum
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5	9.4.2	30	SLA	<p><b>Deployment of Resource :</b> Qualification and experience should be as prescribed in this tender. Any deviation will be treated as non-deployment for the purpose of liquidated damages calculation. Resource must be deployed within 1 week from the date of contract signing / replacement of resource. Rs. 10,000/- per day for non-deployment / any deviation and no payment for the deliverables prepared by the concerned resource</p>	<p>1. Requested you to kindly reduce the penalty to Rs. 1000/day.  2. We kindly request you to revise this clause as - "Resource must be deployed within 1 month from the date of issue of LOI, and within 15 days in case of replacement of resource."  4. Liquidated Damages for delays beyond target level :  Rs. 5,000/- per day for non deployment / any deviation and no payment for the deliverables prepared by the concerned resource</p>	<p>1. We assure you that there wont be any issues w.r.t the deployment of resources.  2. Since it is challenging and difficult to mobilize the resources in such short time, we kindly request you to revise the timelines.  4. LD/Penalty is seems on higher side. So, requesting to decrease the per day penalty as suggested.</p>	Refer Corrigendum
6	9.4.3	30	SLA	<p><b>Resource replacement :</b> TPA shall deploy a resource with same or higher qualification, experience &amp; certification within a week Resource can be replaced only once in a year (calculated from the date of contract signing) Rs. 1,00,000/- per replacement.</p>	<p>1. We understand that there will be no penalty for replacing the first resource. Additionally, we kindly request that the replacement cost be reduced to Rs. 20000.  4. Resource can be replaced once in a year (exception given in the resource replacement happen due to event of Resignation of resource/Death/other reason subject to approval of DGRPG).</p>	<p>1. We assure you that we will deploy the most knowledgeable resources for the maximum duration of the project. However, please note that higher penalties will significantly impact the bid cost.  4. Looking to various situations which are out of control of Bidder like Resignation/Death/Medical emergency of resource/close family member etc., resource replacement is necessary. So, request to allow exception as suggested basis approval of DGRPG.</p>	As per RFP



7	9.4.4	30	SLA	<p><b>Resource availability:</b> TPA needs to ensure that resource shall not take any leave (Max. leave allowed -12 in a year) without prior approval from DGRPG. During leave period, resource should be available on phone or a temporary replacement / remote support to be provided. If resource deployed is not reporting to duty without sanctioned leaves, the same will be treated as non-deployment for the purpose of liquidated damages calculation. Rs. 5,000/- per day for each un-sanctioned non-reporting day upto 15 days. Rs. 20,000/- per day for each un-sanctioned non-reporting day beyond 15 days</p>	<p>1. We kindly request that the annual leave be increased to 18 days per year, with additional leave allowed in cases of medical or other unavoidable issues. We may provide a replacement for any absence without prior notice that extends beyond one week. Penalty may be get applicable after that.</p> <p>4. May we request to modify the clause as under :</p> <p>Liquidated Damages for delays beyond target level :</p> <p>Rs. 1,000/- per day for each unsanctioned nonreporting day up to 15 days. Rs. 3,000/- per day for each unsanctioned nonreporting day beyond 15 day</p>	<p>4. LD/Penalty is seems on higher side. It is to highlight that TPA is responsible for providing Deliverables as per time line defined in the RFP and there is already penalty on delay on the delivery submission. So, such heavy penalty on Resource availability is not practical. Considering this, requesting to decrease the per day penalty as suggested.</p>	Refer Corrigendum
8	9.4	32	SLA	<p>Maximum liquidated damages cap is of 20% of the quarterly invoice value.</p>	<p>1. Requested you to kindly reduce the maximum liquidated damages cap is to 10% of the quarterly invoice value.</p> <p>2. We kindly request you to cap the Cumulative Penalty to 10% of the quarterly invoice value.</p> <p>4. "Maximum liquidated damages cap is of 10% of the quarterly invoice value."</p>	<p>2. It is not feasible to manage the project in case of 20% penalty.</p> <p>4. 20% capping is on very higher side and not in line with Industry practice. As per the industry standard, the overall CAP on maximum LD would be 10%. So, requesting to change the capping as suggested.</p>	Refer Corrigendum
9	2	4	Document Control Sheet	<p>Last Date for submission of Bids: 19-07-2024 3:00 PM</p>	<p>1. We request you to kindly extend the bid submission end date at least by two weeks to complete necessary internal risk approval and legal formalities post receiving the pre bid response.</p> <p>4. Requesting to extend the bid submission date by at least 03 weeks from corrigendum or query response date.</p>	<p>4. Looking to the pre-bid queries and based on clarification sought by Bidders, it may require more time to complete all the risk and legal formalities for bid submission in line with Pre-bid response received from your end. So requesting to extend the bid submission date by at least 03 weeks from corrigendum or query response date.</p>	As per RFP

10	2	4	Document Control Sheet	Earnest Money Deposit (EMD) through online mode	2. We kindly request you to accept bank guarantee also, as a mode payment for the EMD amount.	2. Since the EMD amount is high, any unforeseen delay in closure of the bid may delay in refunding/releasing the EMD.	As per RFP
11	5.2.1 (TQ 5)	11	Technical Bid Evaluation	NICSI empaneled consulting firm a) Tier – I consulting firm – 10 marks b) Tier – II consulting firm – 5 marks 3. NICSI empaneled consulting firm a) Tier – I consulting firm – 10 marks b) Tier – II consulting firm – 5 marks	2. We kindly request you to modify the clause as - "NICSI/ NeGD empaneled consulting firm a) Tier – I consulting firm – 10 marks b) Tier – II consulting firm – 5 marks" 3. May we request you to kindly remove NICSI empaneled consulting criteria	2. NICSI empanelment validity is going to expire very soon. In the meantime, MeitY has already published the empanelment under NeGD. Hence, we request you to consider the same.	As per RFP
12	6.12	26	Scope of Work	Disaster Recovery (DR) Invoice Audit	2. We kindly request you to specify the location of DR site & confirm if physical visit to DR is mandatory.	2. It will help in understanding the complete scope of work and further planning.	No pyhsical visit is required in case of DR

13	10.3	33	Termination of contract for default	<p>In the event of default of terms and conditions of this tender or the subsequent contract by the Service Provider, DGRPG shall give 1 months time to Service Provider for curing such default. In case default remains uncured, DGRPG can terminate the contract by giving 1 months written notice. In such a case, the provisions under the Exit Management clause shall apply.</p>	<p>We kindly request you to add the below mentioned sub clauses -          If a party is in breach of a material term of this Agreement, and despite written notice from the other party fails to remedy such breach within 30 days or such other period as may be agreed between the parties, then the other party shall be entitled to terminate this Agreement forthwith. Additionally, the Firm/Bidder /Consultant/ Service Provider /Contractor/ Agency will have the right to terminate this Agreement if its fees are not paid within the contractually agreed period by providing a prior written notice of ( ) days. Termination of this Agreement shall not prejudice or affect the accrued rights or claims or liabilities of either party. If the event of termination of the Agreement, the Firm/Bidder/ Consultant/ Service Provider/Contractor/Agency shall be paid by the Client/Purchaser for the services performed under the Agreement, up to the last day of the notice for termination of the Agreement including work in progress and substantiated demobilization costs.</p>	<p>It will help in safeguarding the bidder, in the event of termination.</p>	<p>As per RFP</p>
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14	5.1.2.2	8	Pre- Qualification Criteria	Bidder should be empaneled by CERT-IN of MeitY, GoI for carrying out security audit.	<b>Request to kindly modify clause as below:</b> May we request you to kindly amend the clause below: It is the responsibility of the bidder to get the security audit conducted by a CERT-In empaneled firm. The bidder or consortium partner should be CERT-In empaneled Information Security Auditors (as of the date of submission of the proposal) <b>and should continue to remain empaneled during the term of the contract/agreement.</b> Document/ Evidence to be Submitted The bidder shall submit proof of CERT-In empanelment along with the signed copy of the consortium agreement on company letterhead, signed by both parties, and an affidavit signed by a Notary/Judicial Authority on a Rs 10 stamp paper from the main/lead bidder. This affidavit should		As per RFP
15	5.1.2.4	9	Pre- Qualification Criteria	The bidder should have experience in security audit / network audit / ISO compliance audit of at least 5 Data Centre projects in India. Projects executed within the Agency's own company, group of companies or Joint Venture companies shall not be considered.	<b>Request to kindly modify clause as below:</b> The bidder should have experience in security audit / network audit / ISO compliance audit of at least 5 Data Centre /PSUs / Defence / Govt. organizations/ Enterprise projects in India. Projects executed within the Agency's own company shall not be considered.		As per RFP
16	5.2.1.1	10	Technical Bid Evaluation	Average annual turnover of bidder in India for any three of last five financial years reported i.e. till FY 2022-23 ▪ Above 100 Crores: 20 Marks ▪ >50 Crores & <=100 Crores: 15 Marks ▪ >=10 Crores & <=50 Crores: 10 Marks	<b>Request to kindly modify clause as below:</b> Average annual turnover of bidder in India for any three of last five financial years reported i.e. till FY 2022-23 ▪ Above 50 Crores: 20 Marks ▪ >25 Crores & <= 50 Crores: 15 Marks ▪ >=10 Crores & <=25 Crores: 10 Marks		As per RFP

17	5.5.6	14	Preparation of Bid	The bids submitted by a consortium of companies/firms or any subcontractors will be rejected.	May we request you to kindly allow consortium of companies/firms		As per RFP
18			Additional Clause for Inclusion	Indemnity	Tenderer shall indemnify and hold harmless the bidder for all Losses incurred in connection with any third-party Claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of such Bidder.		As per RFP
19			Additional Clause for Inclusion	Limitation of the Bidder's Liability towards the Purchaser	Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, 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. Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, 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		As per RFP
20			Additional Clause for Inclusion	Non-solicitation	Bidder shall not hire employees of Tenderer or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of Tenderer directly involved in this contract during the period of the contract and one year thereafter.		As per RFP

21			Additional Clause for Inclusion	Retention of copies	On payment of all bidder fees in connection with the Contract, Tenderer shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Contract, any Deliverables or work product for the purpose for which the Deliverables or work product were supplied. bidder retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that bidder may use or develop in connection with the Contract.		As per RFP
22			Additional Clause for Inclusion	Non-Exclusivity	It is agreed that the services are being rendered on a non-exclusive basis and the bidder shall have the right to pursue business opportunities that it may in its sole discretion deem appropriate.		As per RFP
23	5.1.2.5	9	Pre-Qualification Criteria	The bidder should have positive net worth and average annual turnover of more than Rs. 10 crores for any three of the last five financial years reported i.e. till FY 2022-23.	May we request to modify the clause as under : " The bidder should have positive net worth and average annual turnover of more than <b>Rs. 100 crores</b> for any three of the last five financial years reported i.e. till FY 2022-23"	We understood that, Punjab SDC is very prestigious & sensitive project for Punjab Government. Considering the criticality of the project and looking to the scope/coverage, it is essential to onboard reputed company who have sufficient financial strength to deliver such large scale project. Hence, it is recommended to increase Turnover criteria to allow the participation of highly reputed companies	As per RFP
24	5.2.1.1	10	Technical Bid Evaluation	Average annual turnover of bidder in India for any three of last five financial years reported i.e. till FY 2022-23 : <ul style="list-style-type: none"> <li>▪ Above 100 Crores: 20 Marks</li> <li>▪ &gt;50 Crores &amp; &lt;=100 Crores: 15Marks</li> <li>▪ &gt;=10 Crores &amp; &lt;=50 Crores: 10Marks</li> </ul>	May we request to modify the clause as under : Average annual turnover of bidder in India for any three of last five financial years reported i.e. till FY 2022-23 : <ul style="list-style-type: none"> <li>▪ <b>Above 500 Crores: 20 Marks</b></li> <li>▪ <b>&gt;250 Crores &amp; &lt;=500 Crores: 15Marks</b></li> <li>▪ <b>&gt;=100 Crores &amp; &lt;=250 Crores: 10Marks</b></li> </ul>	This is suggested in line with change suggested in relevant PQ criteria to allowing	As per RFP

25	6.1	20	Scope of Work	The core objective of TPA is to provide objective assurance and audit services designed to monitor and the conformance by the operator and add value to improve the PSDC.	May we request modification to the clause as below: The core objective of TPA is to provide objective <b>confirmation/verification</b> and audit services designed to monitor and the conformance by the operator and add value to improve the PSDC. (Kindly remove assurance as this would be verification or audit services as per compliances)	It is understood that, TPA shall be responsible for review & do gap analysis. However, TPA agency may not provide any assurance service. As per the TPA scope, TPA may provide their Confirmation/Verification Audit report on the DCO service.	Refer Corrigendum
26	6.6.8	22	State Data Center IT Infrastructure Audit	TPA to provide assistance in tendering process i.e. finalization of specifications, technical evaluation etc. for procurement of IT infrastructure for PSDC.	May we request to remove this clause since this is scope of Consultancy agency. TPA is auditor and it may create conflict of interest. Also, it is understood that, as per bid, only one resource to be deployed with expertise of Audit activities, he can not perform this activity. So requesting to consider this request.	It is understood that providing assistance in the tendering process is within the scope of the consultant agency. Since the TPA's function is to audit the services of the data center, this could create a conflict of interest. Also, the propose resource would have expertise in Audit as per Bid criteria. So, request to remove the clause.	Refer Corrigendum
27	6.6.9	22	State Data Center IT Infrastructure Audit	TPA shall be responsible for time to time verification of newly purchased (on notification to TPA from DGRPG) IT hardware and software products for PSDC. TPA shall submit the <b>acceptance certificate</b> to DGRPG within 7 days.	May we request to remove Certification word and to modify the clauses as under : TPA shall be responsible for time to time verification of newly purchased (on notification to TPA from DGRPG) IT hardware and software products for PSDC. TPA shall submit the <b>verification report with their observation/recommendation</b> to DGRPG within <b>15 days</b> from the date all data provided to TPA for verification.	As a TPA agency, we shall not be authorized for issuance / submission of any certificate TPA would provide the reports along with status and observations against DCO's services/ performance. Considering this fact, it is requested to remove certificate criteria from the scope and amend the clause as requested.	Refer Corrigendum
28	6.8.1.4	24	SLA Monitoring Audit	TPA shall also review the configuration /deployment parameters of the EMS/BMS against the configuration report	It is understood that the all required tool for Data Centre monitoring like BMS/EMS/NMS etc. are to be procured/provided by DCO/DGRPG. TPA shall be responsible for review and provide their report on the same. Please correct if this understanding is not correct.	For clarification of scope/clause.	Clarification: Yes

29	6.8.1.9	25	SLA Monitoring Audit	Helpdesk must be implemented in line with ITIL leading practices for service delivery and must necessarily be integrated with the EMS for ensuring 360° functionality including monitoring and managing.	It is understood that Implementation of Helpdesk is under scope of DCO. TPA shall only be responsible for carrying out validation of Helpdesk functionality and provide report with recommendation if any gap found. Please correct if this understanding is not correct	For clarification of scope/clause.	Yes the understanding is correct
30	6.9.2	25	Capex invoices audit and Final Acceptance Test of the upgraded	TPA shall oversee the final acceptance of the upgraded Data Centre and recommend DGRPG for issuance of FAT certificate to DCO	It is understood that TPA shall only provide support on Acceptance activity and share report with recommendation for the same and does not provide any certificate.	For clarification of scope/clause.	Yes the understanding is correct
31	6.10.2	25	Security and Compliance Audit	TPA would review the security measures followed by the Data Centre Operator to <b>ensure</b> that the applications being hosted are free of vulnerabilities.	May we request to modify the clause as under : TPA would review the security measures followed by the Data Centre Operator and provide report with their compliance status whether the applications being hosted are free of vulnerabilities."	TPA may review the security measure and provide the Compliance status. The action must be taken by DCO/respective agency who is owner of that Application.	Refer Corrigendum
32	6.10.5	26	Security and Compliance Audit	TPA shall conduct Internal Audits of ISMS as per the requirements of ISO 27001.	It is understood that, TPA shall conduct the Third Party Audit for ISMS. The Internal Audit is to be performed by DCO as per the Standard Practice.	For clarification of scope/clause.	Refer Corrigendum



33	8.1.3	28	Payment Terms	The decision of the DGRPG pertaining to the quality and quantity of works / services performed by the Service Provider will be final and acceptable to the Service Provider besides being binding. It shall be the responsibility of the Service Provider to rectify the deficiencies so pointed out without any extra payment. In the event of default by Service Provider, DGRPG reserves the right to get the concerned work / services fixed at its own level at the cost, risk and responsibility of the Service Provider after giving a notice in regard thereto in writing and expenditure so incurred by the DGRPG will be recovered from the invoices of the Service Provider or from PBG, as it may deem fit.	May we request to remove the clause.	This is very open ended statement. Since all the SLA already defined in the RFP, please remove this clause. Also if any non performance, there is already Termination clause in RFP.	Refer Corrigendum
34	9.4	30	General Clauses	Submission of PBG & Signing of <b>rate contract</b>	There would be "Contract Agreement" to be signed ( there is no rate contract for TPA work). May we request to modify the clause as under :1. Submission of PBG & Signing of the <b>Contract Agreement</b>		Refer Corrigendum
35	9.4	30	General Clauses	Submission of PBG & Signing of rate contract Target/Service Level : <b>20 days</b> from the issue of Letter of Intent (LoI)	May we request to modify the timeline as under : "Target/Service Level : <b>30 days</b> from the issue of Letter of Intent (LoI)"	Looking to the various internal RISK/Legal process to be completed before signing of the Contract Agreement, it is requested to increase the time line to 30 days.	As per RFP

36	9.4	31	General Clauses	Target/Service level for all Deliverables ( pt no. 6/7/8/9/12) " Within 3 weeks of submission of invoices by DCO and SLA data"	May we request to modify the clause as under : "Within 3 weeks of submission of invoices by DCO and SLA data & <b>all other final data received by TPA from respective DCO/SI of SDC</b> for carry out respective Audit. <b>No penalty will be imposed on TPA for the delay not directly attributed solely to TPA.</b> "	Kindly note that, the audit process is dependent on the data to be received by the TPA to carry out the Audit. So, it is requested to modify the clause as suggested.	TPA will not be penalize for the delays not attributable to TPA.
37	9.4	31	General Clauses	Liquidated Damages for delays beyond target level for all Deliverables (pt no. 6/7/8/9/10/12) 2.5% of the total quarterly cost per week or part thereof"	May we request to modify the clause as under : " 1% of the total quarterly cost per week or part thereof"	LD/Penalty is seems on higher side. In line with Industry practice & Since penalty is applicable on all deliverables separately, requesting to decrease the penalty as suggested.	As per RFP
38	9.4.13	32	General Clauses	Any noncompliance of the contract which is not covered above. Liquidated Damages for delays beyond target level : Rs. 1,000 per noncompliance on the first instance. A letter of warning along with penalty of Rs. 5,000/- on each repeated instance for the same noncompliance	May we request to remove this clause.	This is very open ended statement. Since all the SLA already defined in the RFP, please remove this clause. Also if any non performance, there is already Termination clause in RFP.	As per RFP