No 3(62)/09 EG - II

"RFP for Empanelment of Third Party Audit (TPA) Agencies for State Data Centre"

Clarification/Response to the Queries on the RFP received by DIT

Sl. No.	Section	Clause No.	Existing Text of the clause/ provision in the RFP	Clarification/ modification	DIT Response
1	IV - Pre Qualification Criteria	4.1 Pre Qualification "Point 3"	The Bidder should be an individual organization. Consortium shall not be allowed.	For over a decade, Nelito has been on the forefront in undertaking information technology projects across the country for various IT industry segment. The Project Management Service Division (PMSD) of Nelito comprises of Subject Matter Experts (SMEs) and professionals with PMP, QPMP and CISA certifications. All the professionals possess rich IT domain knowledge on account of their association with leading Industries in the country in executing multiple and concurrent projects. For specialized IT audit related projects Nelito works in consortium with Auditime Information Systems which is one of the pioneer company in IT Security Audit and is also empanelled in CERT-in and CCA. **Hence, it is requested to kindly relax the said clause and consortium may be allowed.**	Clause remains unchanged
2	IV - Pre Qualification Criteria	4.1 Pre Qualification "Point 7"	The Bidder must have an annual Turnover of minimum Rs. 100 Crores in each of the last three financial years ending 31st March 2010 and an aggregate turnover of minimum Rs. 15 Crores from IT Audit Services in the last three financial years ending 31st March 2010.	Nelito Systems Limited was incorporated in the year 1995. It is a TATA Group and Board managed Company. The Business focus of the company is IT segment and has been developing Software Solutions and Products for the Banking and other IT industries for the last fifteen years. It is a leading System Integrator in this segment, having executed more than 1000 turnkey projects. Nelito is an ISO 9001:2008 Company for "Design, Development & Implementation of IT Solutions and Services". Company is also certified for CMMI Level 3. Hence it is requested to kindly relax the said clause to "The Bidder must have an annual Turnover of minimum Rs. 50 Crores in each of the last three financial years ending 31st March 2010"	Please refer to the revised Pre Qualification given in Annexure 1 of the corrigendum.
3	IV Prequalification Criteria	4.1, Point 7	The bidder must have an annual turnover of minimum Rs. 100 Crores in each of the last three financial years ending 31st March 2010 & an aggregated turnover of minimum Rs. 15 Crores from IT Audit services in the last three financial years ending 31st March 2010	Please note that the audit process for FY 2009- 2010 is still in progress. Considering the above, we request for modification in clause as below: The bidder must have an annual turnover of minimum Rs. 100 Crores in each of the last three financial years ending 31st March 2009 (i.e. FY 2008-2009, and 2007-2008 and 2006-2007) & an aggregated turnover of minimum Rs. 15 Crores from IT Audit services in the last three financial years ending 31st March 2009. Additionally, please make the necessary changes of financial years in all relevant sections of RFP (including FORM-3)	Please refer to the revised Pre Qualification given in Annexure 1 of the corrigendum.

4	IV Prequalification Criteria	10	The responding firm must have at least 100 full time technically qualified personnel on its rolls in the area of Information Technology specifically in the areas of IT Audit / Data Centre audit / IT Infrastructure SLA audit & monitoring for IT related projects including IT infrastructure, IT security etc. as on March 31, 2010. Certificate from Head (HR) or company secretary for number of technically qualified professionals employed by the company and appropriate supporting undertakings.	Please elaborate on appropriate supporting undertakings.	Please refer to the revised Pre Qualification given in Annexure 1 of the corrigendum.
5	V Technical Evaluation	A.2	Audit Experience in terms of number of completed assignments / projects in last five years with a minimum order value of Rs. 25 Lacs would be evaluated based on following parameters	Request you to modify the clause as: Audit Experience in terms of number of completed / ongoing assignments / projects in the last five years with a minimum order value of Rs. 25 Lacs. In cases of mid/long term ongoing projects (duration 6 months and above), the bidder should provide „Work In Progress with satisfactory performance" certificate from the client. Also, in the absence of „Work Completion" certificate and/or „Work In Progress with satisfactory performance" certificate, the bidder should be allowed to give self certification with the client contact details. DIT may verify from the client on the performance of the bidder for the saidproject.	**Clause changed**. Refer corrigendum.
6	Form-5	C Point 2	Minimum qualifications and experience for the resource to be deployed at the State Must possess professional certification amongst following : ITIL/ISO27001/CISA/CISSP	This could be amended to as follows: - From the team deployed in the state, one of the resources must possess professional certification amongst following : ITIL/ISO27001/CISA/CISSP	**Clause changed**. Refer corrigendum.
7	SECTION II – SCOPE OF WORK	2	The core objective for TPA is to provide objective assurance and audit services designed to monitor and assess the conformance by the DCO and add value to improve the State Data Centre operations	Will the Disaster Recovery site for the SDC also be in scope of TPA or not? If yes, please provide the details of DR sites for the SDCs.	No.
8	SECTION II – SCOPE OF WORK	2.4.3 and 2.4.5 (d)	The TPA would audit the overall Physical and IT infrastructure management processes as per ISO 20000 framework including Monitoring, Maintenance and Management of the entire Data Centre, along with providing Helpdesk services and provide recommendations to the State and Prepare Guidelines and Procedures for conducting Internal Audits of ISMS as per the requirements of ISO 27001 and conduct internal audits for Security.	Is the audit required to be in compliance to ISO 20000 and ISO 27001 or are these standards to be referred as guidelines?	To be referred as guidelines. SDC would be certified to ISO 20000 as well as ISO 27001 Standards.
9	SECTION III IMPORTANT INFORMATION TO THE BIDDERS	3.1.5	Earnest Money Deposit (EMD): The Bidders shall furnish, Earnest Money Deposit (EMD) of Rs. 10,00,000 (Rupees Ten lakhs only) in form of demand draft / banker"s cheque.	Can we submit EMD in form of Bank Guarantee for Rs. 10,00,000 (Rupees Ten lakhs only) from a commercial scheduled bank.	Yes. Refer corrigendum
10	SECTION IV PRE QUALIFICATION CRITERIA	4.1 Pre-Qualification	Serial Number 5, 6 and 8 are missing from prequalification criteria.	Kindly confirm if there are any additional prequalification criteria related to Serial Numbers 5, 6 and 8.	Please refer to the revised Pre Qualification given in Annexure 1 of the corrigendum.

11	SECTION IV PRE QUALIFICATION CRITERIA	4.1 Pre-Qualification	The bidder must have annual turnover of minimum Rs. 100 Crores in each of the last three financial years ending 31st March 2010 & an aggregated turnover of minimum Rs. 15 Crores from IT Audit services in the last three financial years ending 31st March 2010. a) Documents including Tabulated details of the turnovers with supportive Copy of the audited profit and loss account/ certified balance sheet/ annual report of the last three financial years ending 31st March 2009	The pre-qualification criteria mentions the turnover to be provided for last three financial years ending 31st March 2010 whereas reference details mentions for the last three financial years ending 31st March 2009. · The pre-qualification criteria mentions annual turnover to be provided for last three financial years ending 31st March 2010 whereas the Technical Evaluation Criteria (5.2) asks for average turnover of the agency in the last three financial years. · Kindly confirm the manner in which the documentary evidence needs to be shown · In case, financial turnover is not available for financial year FY 09-10, can we provide turnover for the last three financial years ending 31st March 2009? · Since we are privately held company, we do not publish audited profit and loss account/certified balance sheet/ annual report. Hence can we submit certificates from our auditors certifying our annual turnover and aggregated turnover from IT Audit services?	Refer corrigendum
				Kindly clarify if the turnover is required only from the India or India entity or can bidder submit their associate (other countries) entities" turnover. · We request this clause to be modified as below: o The bidder's turnover from consultancy in India should be more than Rs. 100 crores in each of the last three years viz. 2006-07, 2007- 08 and 2008-09	Turnover is required from Indian Operations only
			· First copy and second copy of prequalification proposal and technical proposal · One soft copy in the form of a non-rewritable CD/DVD of pre-qualification proposal and technical proposal	· As a company policy, our Accounts Department do not share financial information with anyone except actual recipient of information i.e. our clients. Such information is shared in a sealed envelope which we submit along with tender without tampering the seal. · Hence, it will not be possible for us to submit multiple copies of financial information and soft copy of financial information. · Kindly allow us to submit only one copy of our financial information as part of prequalification proposal only.	Clause remains unchanged
12		4.1 Pre-Qualification – Sr. No. 9	The bidder should have successfully completed minimum two IT audit assignments in last two years, each with audit fees value not less than Rs. 25 lakh. Projects executed within the Agency's own company, group of companies or Joint Venture companies shall not be considered.	Since most of TPA related services are signed for multiple years like typically for 5 years, can we provide on-going IT audit / TPA assignments as part of this criterion?	Yes. Refer corrigendum
13		4.1 Pre-Qualification – Sr. No. 10	Certificate from Head (HR) or company secretary for number of technically qualified professionals employed by the company and appropriate supporting undertakings	We understand that bidder is required to provide certificate from HR or Company Secretary and appropriate undertaking from authorized signatory as a reference for this pre-qualification clause. Kindly confirm.	Please refer to the revised Pre Qualification given in Annexure 1 of the corrigendum.

14		4.1 Pre-Qualification – Sr. No. 11 and 5.2 – Technical Evaluation Criteria Table – Sr. No – A(4)	The bidder must have a team of professionals having valid professional certifications (CISA/CISSP/ISO 27001/ITIL/ISO20000) and must have on its payroll at least ten professionals each in minimum two of these Categories and Total Number of Certified Professionals a) CISA b) CISSP c) ITIL d) ISO 20000 e) ISO 27001 LA	· The new standard ISO 27001:2005 "Information technology– Security techniques – Information Security Management Systems – Requirements" was published on 15 September 2005. It replaces BS 7799:2002 part 2 · Hence we request certifications for BS 7799 (Business Continuity Management) along with of ISO 27001 and CISM along with CISSP to be considered for evaluation? Kindly confirm. · Also as the Technical evaluation criteria specifies for ISO 27001 LA, can ISO 27001/BS 7799 LI be provided in place of ISO 27001/BS 7799 LA? Kindly confirm.	Refer corrigendum
15	SECTION V TECHNICAL EVALUATION	5.2 Technical Evaluation Criteria Table	1. Turnover and IT Audit Business	Kindly provide scoring methodology for award of 5 points. Typically, points are awarded if turnover is above certain threshold. E.g. · Total turnover: o < 100 crore – 1 points o 100 crore to 250 crore – 2 points o < 250 crores – 3 points. · IT Audit turnover: o Atleast 15 crore – point o Above 15 crore – 1 additional point	Clause remains unchanged
16	SECTION V TECHNICAL EVALUATION	5.2 Technical Evaluation Criteria Table	2. Audit experience in terms of number of completed assignments/projects in last five years with a minimum order value of Rs 25 Lakh would be evaluated based on following parameters	Kindly provide scoring methodology for award of 15 points. How many projects for 2.a, 2.b, 2.c and 2.d are expected to be provided for evaluation?	Clause remains unchanged
17	SECTION V TECHNICAL EVALUATION	5.2 Technical Evaluation Criteria Table	3. Total number of technically qualified personnel on its rolls in the areas of IT Audit/Data Centre audit/ IT Infrastructure SLA audit & monitoring for IT related projects including IT infrastructure, IT security etc. would be evaluated	Kindly provide scoring methodology for award of 5 points. Typically, points are awarded if qualified professionals are above certain threshold. E.g. · <100- 1 points · 100 to 250 – 3 points · >250- 5 points.	Clause remains unchanged
18	SECTION V TECHNICAL EVALUATION	5.2 Technical Evaluation Criteria Table	4. Total Number of Certified Professionals	Kindly provide scoring methodology for award of 10 points.	Clause remains unchanged
19	SECTION V TECHNICAL EVALUATION	5.2 Technical Evaluation Criteria Table	5. Offices in number of States	Kindly provide scoring methodology for award of 5 points. E.g. · At least 3 offices – 1 point · 3 to 5 offices – 3 points · > 5 offices – 5 points	Clause remains unchanged
20	SECTION V TECHNICAL EVALUATION	5.2 Technical Evaluation Criteria Table	C. Quality and competency of key professional staff proposed	Kindly provide scoring methodology for award of 20 points.	Clause remains unchanged
21	SECTION VII CONDITIONS OF EMPANELEMNT CONTRACT	7 Payment terms and Schedule	In case of non-satisfactory performance, a penalty of 5% of the annual fee shall be deducted.	We recommend that before this clause is invoked for performance issue, objective and fair criteria should be followed by parties with TPA performance judged against pre-agreed acceptance criteria	Clause is self- explanatory

22	SECTION VIII FORMS AND ANNEXURES	Form-4 - Details of Experience of responding firm	Certificate from the Statutory Auditor to certify that the information contained in Sr No 8 above is correct as per the accounts of the Applicant and/ or the clients.	Since Order Value of the project is mentioned on the Purchase Order provided or contract signed with clients, kindly allow submission of purchase order or client contacts highlighting order value to certify Sr. No. of Form 4 instead of certificate from statutory auditor.	Please refer the revised Form 4 at Annexure II to the corrigendum
23	SECTION VIII FORMS AND ANNEXURES	Form FIN-2: Summary of Costs	(A) Total Fee as per the Financial Proposal (for a period of five years) at the rate of Rs… per annum.	Our understanding is that bidders are required to provide estimate for "a single Category A State" for commercial evaluation and not for all state mentioned under Annexure 1: Categorization of States / UTs for SDC scheme.	Your understanding is correct.
24	Additional clause	Additional clause	Additional clause	We request to include following clause as part of terms and conditions to seek a liability cap on aggregate liability under the proposed assignment: · Provided that, except as finally determined to have resulted from fraudulent act or omission of the TPA, TPA"s liability relating to this Agreement shall in no event exceed one time the fees that the TPA receives under this Agreement	Clause remains unchanged
25				For better understanding can we have a list of DCO operators across states and the status of SDC implementation?	Please refer clause 2.3 for relevant information which may be made available to the TPA once engaged with the State/UT.
26	2.4.1	Audit Activities	Create a framework and procedure for carrying out the audit. In cases of significant non-compliance, establish a mechanism to resolve audit observations.	Does the TPA responsible for fixing audit observations or it"s the responsibility of the DCO to resolve the audit observations given by the TPA.	Composite Team at SDC should ensure compliance for the same by the DCO
27	2.4.2 (D)	State Data Centre Infrastructure Audit	TPA shall audit the consumables within the SDC for which the payment to the DCO is on actual basis such as Electricity, Diesel, Bandwidth cost etc.	Scope not clear / What will be the mechanism for monitoring the consumables at the state level? Would like to know exact expectation from TPA?	The mechanism for the same shall be as per the contract between SIA and DCO and TPA would be required to audit the same.
28	2.4.5	Security and compliance Audit	TPA would review the security measures followed by the Data Centre Operator to ensure that the application is free of vulnerabilities at the time of hosting.	Is the expectation here to perform one time VA/PT exercise at the time of deployment of the application or is it continuous regular VA/PT? If VA/PT on application is required then it would be required to be known the number of application. At the start of the project the number of applications may be only few but could scale up during the term of the contract. What shoult TPA assume as the scale of the applications to be audited here?	Please refer clause 2.6 for the same
29	1.4(C)	Data Centre Operator	The TPA shall be monitoring the SLAs as per the contract between SIA and DCO and would report non-compliances, adherences etc.	Is it possible to now the draft contract copy between SIA and DCO to TPA? This will help us in understanding our SOW in better manner.	Please refer clause 2.3 for relevant information which may be made available to the TPA once engaged with the State/UT.
30	1.8	Appointment of TPA for state	For this purpose the State would invite empanelled agencies to give a technical presentation covering the TPA team proposed & actual resources to be deployed for the TPA activities for their State.	Is there going to be commercial negotiation at the state level as well?	No
31	2.4.3 (E)	Operation & Management Process & Control Audit	TPA would also audit the process & controls followed by the SI in order to ensure smooth & seamless integration of SDC with SWAN and CSC.	1. Does DIT has any guidelines for SI to ensure smooth integration of SDC with SWAN & CSC?	may refer SDC policy guidelines available at www.mit.gov.in
32	2.4.4 (e)	SLA Monitoring Audit	TPA audit would also verify the parameters of the SLA, which cannot be monitored using BMS/EMS.	Kindly elaborate on which parameters are not monitored by BMS / EMS which TPA will have to verify.	Please refer clause 2.3 for relevant information which may be made available to the TPA once engaged with the State/UT.

33	2.4.5 (C)	Security and compliance Audit	TPA shall conduct the vulnerability assessment & penetration components and share the results with respective state/UT.	Kindly specify which are those identified components.	Please refer clause 2.3 for relevant information which may be made available to the TPA once engaged with the State/UT.
34	2.6 (1)	Deliverables of TPA (Audit Activity)	Ensure mapping of the SLA conditions and limits onto EMS.	It contradicts with clause no. 2.4.4 which says verifying configuration / deployment parameters of EMS / BMS	Clause remains unchanged
35	4.1 (10)	Reference Details	appropriate supporting undertakings.	Pl. explain the appropriate supporting undertaking expected from TPA.	refer corrigendum
36	5.2 / (B - 9)	Approach & Methodology	Technical Presentation	Does TPA have to submit Technical Presentation along with Proposal or TPA would called separately for the presentation.	please refer clause 3.1.11
37	3.1.9	III. Important Information to bidders	Last date for submission of bid 03:00 Hrs on 29th July 2010.	Is it 03:00 PM?	Yes it is 3:00 PM, please refer corrigendum
38	4.1	Pre-Qualification, SNo2	The bidder should be a company registered under the Indian Companies Act 1956 or a partnership firm and should have in operation for the last five years.	It's not clear from the text if the date of incorporation of old company that merged with a new entity would be considered. Please clarify.	Yes
39	II	2.3	Study the SDC RFP and the Contract the contract signed between the State/UT and **System Integrator** for SDC implementation,	Is term "System Integrator" used here same as that of DCO? If not, please elaborate its role & responsibility, as there is no such reference at Clause 1.4 - Key Stakeholders of Section I.	Yes, System integrator and DCO referred in this RFP are same.
40	III	3.1.5	EMD	EMD of Rs. 10,00,000 may be please be considered in the form of bank guarantee as an option.	Please refer corrigendum
41	III	3.1.9	Last date for submission	Request to extend it by two weeks as preparation of the bid will take time, especially collection of relevant documentation from our clients, required for submission with the bid documents.	Please refer corrigendum
42	III	3.2.2, iii)	EN-03 Financial Proposal	Is **soft copy** of the Financial Proposal really required?	Yes
43	IV	4.1(7)	..... & an aggregated turnover of minimum Rs. 15 Crores from IT audit services in the last three financial services	TCIL has been providing IT audit services for the past 7-8 years to one of the State Govts and other agencies. TCIL has also been awarded TPA jobs by two State Govts for their SWAN projects. In one state we have started the job. In the other one it is likely to start soon. Turnover from such services is not of high values. We have relevant experience and shall be able to carry out the job of TPA to the satisfaction of DIT and State Govts by meeting their objectives and requirements as mentioned in this RFP. It is therefore requested to kindly consider lowering of the aggregated turn over limit to **Rs. 5 Crores** from Rs. 15 Crores.	Clause remains unchanged.
44	IV	4.1(9)	..... completed minimum two IT audit assignments in lat two years.....	Request is made that the work orders in hand should also be considered. As concept of TPA/IT audit services is just starting in India.	Please refer corrigendum
45	IV	4.1(11)	The bidder must have ....valid professional certifications (CISA/CISSP/ISO 27001/ITIL/ISO 20000) and must have on its payroll at least ten professionals each in minimum two of these categories.	TCIL has a large no. of professionals in the field of ICT, deployed on different projects including mega sizes within the country and overseas. TCIL has the required experience in the field of consultancy, TPA, turnkey projects, post implementation support, etc. TCIL is consultant to many State Govts. It is providing consultancy services to Delhi Govt. & Organizing Committee for Common Wealth Games for their ICT projects. At present we have three ISO 27001 and six ITIL certified professionals on its payroll. TCIL has experienced people who will get certified to the requirement of the RFP in the event of TCIL being empanelled. In this regard we can give an Undertaking that deployment of resources on the projects will be duly certified as per the requirement asked for. We humbly request you to consider our submission.	Please refer corrigendum

46	V	5.2 (1)	Turnover and IT audit Business	Request to limit cumulative IT audit business to Rs. 5 Crore. Kindly specify score assigned to each item.	Clause remains unchanged
47	V	5.2 (2)	Audit experience	Kindly include projects in progress also. Request to provide detailed score assigned to each category viz. a) to d)	Please refer revised Pre-qualification for ongoing projects. Others remain unchanged.
48	VI	6.3	Any empanelled agency would not be allowed to become TPA for more than a total of 8 states put together for category A & B States. For category C states there would not be such restriction.	It is our opinion that once top 5 responsive bidders are chosen, DIT may please consider to distribute the work (i.e. no. of states – all three categories, be allocated to each bidder) on uniform basis among all the five bidders rather than allowing states to have any preference in selection of the TPAs.	Clause remains unchanged.
				Since all the bidders have been technically and financially evaluated against the prescribed bid evaluation mentioned in the RFP, work should be equally awarded impartially. Even draw of lots can be thought of in distribution of the states to the bidders on equal footing.	Clause remains unchanged.
49	IV Pre Qualification Criteria	4.1 Prequalification/	The bidder must have a team of professionals having valid professional certifications (CISA/CISSP/ISO 27001/ITIL/ISO20000) and must have on its payroll at least ten professionals each in minimum two of these categories.	MindTree IMTS is currently in the process of preparing to get certified to ISO 20000 standard for entire business unit. As part of the initiatives, training and certification of individual professional on ISO 20000 standard implementation and audit is going. We have currently professionals certified in ISO 27001, CISA, CISSPs, CBCP, CISM, etc., apart from practicing ITIL v2 and v3 best practices as part of our services to our customers.	
		Item 11		Since we are in the process of getting individual certified specifically on ISO 20000, we wish to know whether at this stage we are eligible to send our pre-qualification proposal.	Please refer corrigendum
50	I Introduction to the project	1.4 The key stakeholders at the state for state data centre are	STQC:STQC shall assess the processes and practices adopted by the TPA in respective states at an interval of 6 months to ensure that various required & proposed audit parameters & frameworks, various quality characteristics including information security arrangement, basic design services (TIA 942), IT service management (SLA management) etc are being adhered to, regularly monitored and are satisfactory.	The RFP mentions that the empanelled TPAs will be audited once in six months by STQC. Would it be possible for us to get clarified on the norms or standards against which the TPA audit engagement will be audited?	Please refer clause at s. no 7 at page 26 and clause 1.4
51	I Introduction to the project	1.4 The key stakeholders at the state for state data centre are	STQC:STQC shall assess the processes and practices adopted by the TPA in respective states at an interval of 6 months to ensure that various required & proposed audit parameters & frameworks, various quality characteristics including information security arrangement, basic design services (TIA 942), IT service management (SLA management) etc are being adhered to, regularly monitored and are satisfactory.	It"s been mentioned that STQC will audit the TPA for every six months. Is the bidder expected to anticipate any potential conflict of audit schedules between STQCs" audit of TPAs and TPA"s audit schedule of the SDCs and plan accordingly as part of annual audit plan? Request guidance and clarity to this effect?	The schedules shall be decided and agreed between STQC, TPA, SIA and DCO at respective State/UT
52			No direct / relevant RFP section found	Is it a must that the bidder should bid only for those states/locations where they have presence and operations currently? Is the bidder allowed to bid for locations where there is no	The RFP does not seek bids for individual States. For details please refer section 3.2 - Instructions to the bidders for preparation and submission of proposals
53	II Scope of work for TPA	2.6 Deliverables / Item 6	Reporting and updates to DIT:TPA would be responsible for periodic reports preparation which will be sent to the STQC as well as DIT in prescribed formats from time to time for information by SIA	Since specific deliverables and frequency has been defined for each of the major activity in section 2.6 of the RFP, request for clarification in terms of what reports are being referred to as part of line item # 6.	These reports would be pertaining to monitoring the progress or TPA activities, major non-compliances, closures etc. However, formats for the same shall be worked out by DIT and STQC and State/SIA
54	II Scope of work for TPA	2.4.4 SLA Monitoring audit		It is mentioned that the TPA shall be monitoring the SLA performance of the DCO as agreed with SIA. Does this indicate a continuous and daily performance monitoring or refer only to the quarterly audit?	TPA shall be continuously monitoring the SLA performance of DCO.

55	II Scope of work for TPA	2.3 To have better understanding of the scope of work the agency would need to	a. Study the SDC RFP and the contract signed between the state/UT and System Integrator for SDC implementation process at the state data center at the State.	Section 2.3 indicates a set of documents to be referred to for TPA to obtain complete understanding the scope of the audit and it"s been mentioned also that the SIA shall provide those documents to TPA. Will the bidder be allowed to access the documents being referred to during this bidding process?	Relevant information may be made available to the TPA once engaged with the State/UT.
56	II Scope of work for TPA	2.3 To have better understanding of the scope of work the agency would need to	a. Study the SDC RFP and the contract signed between the state/UT and System Integrator for SDC implementation process at the state data center at the State.	To what extent the bidder can anticipate variance in those documents across different categories in terms of scope? Or is there standardization within and across category of states?	The State's have been categorized in three categories - Large (A), Medium (B) and Small (S). The variation may be different from State to State
57	II Scope of work for TPA	2.4.3 (c) Operations and Management Process and Control Audit	Audit the capacity and utilization plan developed by the System Integrator and identify the gaps	While there is a definition for DCO in the RFP, we couldn"t find one for System Integrator. Are the two entities different? If yes, what is the difference in their scope of activities and responsibilities? Section 2.4.3 seems to indicate DCO is a different entity from a System Integrator, while previous sections indicate that the DCO will design, supply, implement and operate & manage for 5 years	The System Integrator and DCO are same.
58	II Scope of work for TPA	2.4.5 Security Compliance Audit	Prepare Guidelines and Procedures for conducting Internal Audits of ISMS as per the requirements of ISO 27001 and conduct internal audits for Security	Are SDCs going to be certified to ISO 20000 and ISO 27001 before the first TPA audit begins?	At the time of first TPA audit, SDC may not be Certified to ISO 20000 and ISO 27001. The same shall get certified by 2nd or 3rd quarter of the O & M period.
59	II Scope of work for TPA	2.4.5 Security Compliance Audit	Prepare Guidelines and Procedures for conducting Internal Audits of ISMS as per the requirements of ISO 27001 and conduct internal audits for Security	If the audits are to be carried as per these standards before certification occurs(or if no plan exists for getting the SDCs certified), then what would be the guideline/basis that would allow either TPA to claim or the SIA or STQC to confirm whether the audit was conducted as per the standards in question?	Please refer the corrigendum
60	II Scope of work for TPA	2.4.3 (c) Operations and Management Process and Control Audit	Audit the capacity and utilization plan developed by the System Integrator and identify the gaps	Is the audit of capacity & utilization plan developed by the System Integrator (SI) one time activity or to be performed for subsequent audit schedules assuming that the SI will hand over the plan to another approved entity to maintain the plan so that subsequent audits can be carried out?	it"s a recurring activity
61	II Scope of work for TPA	2.4.3 (d) Operations and Management Process and Control Audit	Audit the exit process for the System Integrator with keeping the transition process and timelines in mind.	Is the audit of the exit process and the integration of SDC with CSC and SWAN by SI one time activity. Will connectivity with CSC and SWAN be part of subsequent audit by TPA?	Audit of exit process included in the Scope of work. Other queries not relevant.
62	II Scope of work for TPA	2.4.3 (d) Operations and Management Process and Control Audit	Audit the exit process for the System Integrator with keeping the transition process and timelines in mind.	Are the infrastructures at CSC and SWAN part of the SDC audit scope?	No.
63			No direct / relevant RFP section found	Would it be possible to provide the bidder with details of number of servers, websites, applications, switches, routers, load-balancers, firewalls, IDS/IPS, VPN concentrator, storage devices, communication links, PBXs, VOIP devices, etc.,	Please refer clause 2.3 for relevant information which may be made available to the TPA once engaged with the State/UT.
64			No direct / relevant RFP section found	What are the typical components of the physical infrastructure of an SDC of A category such as UPS, Diesel generators, HVAC, fire detectors, extinguishers, access control devices including biometric, CCTV surveillance,	Please refer clause 2.3 for relevant information which may be made available to the TPA once engaged with the State/UT.

65			No direct / relevant RFP section found	Would it be possible to disclose the number of live IP addresses? What would be the break-up of internal and externally visible IP addresses?	Please refer clause 2.3 for relevant information which may be made available to the TPA once engaged with the State/UT.
66			No direct / relevant RFP section found	What are the typical enterprise and web applications and middleware for an SDC of A category?	Please refer clause 2.3 for relevant information which may be made available to the TPA once engaged with the State/UT.
67			No direct / relevant RFP section found	What are the different operating systems and database being used?	Please refer clause 2.3 for relevant information which may be made available to the TPA once engaged with the State/UT.
68			No direct / relevant RFP section found	What are the typical IT and facility operational and management processes?	Please refer clause 2.3 for relevant information which may be made available to the TPA once engaged with the State/UT.
69			No direct / relevant RFP section found	Should the audit methodology be based on a sampling technique, risk based or should it address the entire population of processes, systems and controls as in an assessment?	Global principles of auditing should be followed
70			No direct / relevant RFP section found	Are technological tools allowed to be used such as vulnerability assessment tools (with or without agents) on systems and applications? If yes, what are the conditions such as time of day, test environment, non-peak hours, non-intrusive testing, non-credentialed testing, etc.,	VA/ PT tools should be non-intrusive and non-destructive. The tool, test schedule and potential impact to be approved by SIA before deployment
71				Are EMS and BMS separate or integrated systems?	Separate
72			No direct / relevant RFP section found	Is there a separate Network Management System?	No. it is part of EMS
73	II Scope of work for TPA	2.4.4 SLA monitoring audit / Item (b)	TPA shall also review the configuration/deployment parameters of the EMS/BMS against the configuration report earlier to the State and examine the process followed to generate the reports.	What is user population? How users are going to be identified, authenticated and authorized? Can details of ID management, directory services, etc be provided?	Please refer clause 2.3 for relevant information which may be made available to the TPA once engaged with the State/UT.
74			No direct / relevant RFP section found	What are team sizes of DCO and what are the other departments & functions TPA should interact as part of audit. Provide their team sizes.	Please refer section 1.4 of the RFP specifying key stakeholders
75	II Scope of work for TPA	2.4.5 Security Compliance Audit	TPA shall perform security audit of SDC as per the Guidelines issued by the Department of IT, GoI, review the information security policy, and provide the recommendations to the State so as to ensure integrity, confidentiality and availability of information and resources.	Can you provide us the Security Audit guidelines issued by the Department of IT, Govt. of India?	The SDC Policy Guidelines may be obtained from www.mit.gov.in
76			No direct / relevant RFP section found	Is the CMDB already defined? Does the CMDB need to be defined and established.	Please refer clause 2.3 for relevant information which may be made available to the TPA once engaged with the State/UT.
77	II Scope of work for TPA	2.4.5 Security Compliance Audit	Prepare Guidelines and Procedures for conducting Internal Audits of ISMS as per the requirements of ISO 27001 and conduct internal audits for Security	Does the vendor need to provide Guidelines/Audit Framework to also enable SDC to conduct internal audits based on ISO 27001 Standards by themselves?	Please refer corrigendum
78	II Scope of work for TPA	2.4.4 SLA monitoring audit / Item g	Help desk 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.	Is there an existing helpdesk operational? If Yes. Does the vendor need to establish a new setup or optimize operations of the existing setup?	The existing clause is part of SoW for TPA to audit the SDC accordingly.
79	Sec-I	1.2	" The State Data Centre Scheme provides two implementation options for SDC. In Option-II, State to adopt an outsourcing model while retaining direct ownership"	There are a few states/UT which are yet to choose the Option and in case they opt for Option-II, whether the right to audit will remain the same as specified in scope in the RFP. This is important since for option-II, the data centre provider may not provide the access as desired	Same SoW would be applicable for the Option II also.

80		1.10	"Any empanelled agency which has been the consultant for SDC in a particular state/UT or have been involved in the bid process management for SDC at the state/UT shall not be allowed to act as a TPA for SDC in that particular state/UT"	attention to GoI, Ministry of Finance guidelines of Augist 31, 2006, for selection of consultant, which defines the context of conflict. Essentially, conflict can arise in the following 3 scenarios a) Consultant reviews its own work - in the instant case, TPA is required to audit the work of the DCO against specified criteria aggred with the States and in no way linked to evaluating its own work undertaken as Consultant in the appointment of the DCO, b) Consultant is appointment for an RFP that it has itself prepared or works on implementing its own consulting work - Again in the instant case this is not true of the SDCConsultant - as TPA it is also not implementing its own recommendation, which is being done by the DCO or c) impairs its own independent evaluation - in the instant case, consulting and DCO are two separate entity and hence is not applicable. In view of the above, we would request DIT to reconsider the current limitation of DC consultant of the state not being allowed to bid for TPA as this would severly limit competition, restrict choice of the State and not allow leverage of the body of knowledge the consultant has gained in the state for TPA activity. The choice of conflict in state can also be left to the judgement of the	Clause remains unchanged
81		1.9	States are categorised in three categorized in three categories	In order to ensure fair competition, we would request DIT to limit the No. of State for TPA to 8 irrespective of the category compared to 8 A&B category currently proposed.	Clause remains unchanged
82	Sec-II	2.1	" General Clause- 2.1" "State the TPA will audit the Implementation, operation and management, security and compliance with standards and processes of the Data centre"	Kindly clarify the scope of work related to "audit the implementation"	The clause is self explanatory.
83	Sec-II	2.4.2, Pt-a	" TPA shall audit for the physical and IT infrastructure including verification of completeness of inventory and asset BOM for SDC"	TPA work will start after the SDC is commissioned, and at that time verification of BOM is not feasible, please clarify/elaborate the scope and deliverables	The clause is self explanatory.
84		2.4.2, Pt-d	" TPA shall audit the consumables within the SDC for which the payment to the DCO is on actual basis such as electricity, Diesel, Bandwidth cost etc…	This is an open ended clause and subject to multiple interpretation, since it mentions of consumables. It is recommended that the scope of work of TPA to be limited for control audit of the process clearly specified items for which the process needs to be audited	This would be done as per the contract between SIA and DCO
85		2.4.2, Pt-f	" TPA shall also covers the obsolescence of the physical & IT infrastructure"	This clause also seeks ways for disposal which is typically not an audit role.	The clause is self explanatory.
86		2.4.4, Pt-e	" TPA Audit would also verify the parameter of the SLA, which cannot be monitored using BMS/EMS"	Audit of SLA is based on the reports generated by the tools and in absence of which only limited SLA monitoring is possible. It is therefore suggested that the TPA role should be to verify the tool configurations, for which adequate access should be given to the TPA.	TPA would be required to audit the SDC for all parameters of SLA.

87		2.6, Pt-3	Under Key Deliverables Point No:3(Operation and Management process and control) "documentation related to application hosted from various departments etc..."	Please clarify what kind of documentation is required.	The TPA is expected to audit associated processes and documentations.
88	Sec-IV	Pre-Qual, Pt-7	(Pre-Qualification) Point Number:7 "Annual turnover in last three financial year ending 31st March, 2010" and turnover from IT Auditing Services in last three financial year ending 31st March, 2010"	We request that the audited balance sheet till 2009, be considered for turnover, as the audited balance sheet for 2010 are yet to be finalized. These are typically fiubalized by end of September	Please refer the corrigendum
89	Sec-IV or Sec-	One Addition Required either in Pre-Qual or Technical criteria	(Pre-Qualification) or (Technical Evaluation)	Since the scope is not limited to IT audit only, therefore we suggest that the bidders experience in internal audit should also get evaluated and may be more relevent than the number of offices in India	Clause remains unchanged.
90	Sec-VII	Condition of , Pt-7/10	(Payments terms and schedule) "Payment to the TPA"	As per the scope, TPA is dependent of the availability of a number of policies which will govern the operations of the data center. TPA shall not be liable for any delay in updating and making of policies.	Please refer clause 10, section VII for more clarity.
91	Sec-IV & V	Pre-Qualification, 4.1 Technical Eval, 5.2,	(Pre-Qualification Criteria table) Point- 7 "in the last three financial year" (Technical Evaluation Criteria table) Point- 1 (a and b) "in the last three financial year"	Since audited balance sheet for year ending 2010 will not be available, we are assuming CA certificate can be given for the same. Alternatively, the 3 FY could be FY09, FY08 and FY07	Please refer the corrigendum
92	Sec-V	Technical Eval, 5.2, Pt-5	(Technical Evaluation Criteria table) Point- 5 " Offices in number of states"	We understand that resident representatives offices will also qualify.	No
93				Also please clarify whether the citation/testimonials pertaining to India will only be considered or credentials of other countries and member firms will be also considered for evaluation.	Pertaining to India only will be considered for this bid process.
94				We request you to give atleast 15 days for submission of proposal post issuance of the pre-bid clarifications	please refer the corrigendum
95 96	Section IV (Pre Qualification Criteria)	9	The bidder should have successfully completed minimum two IT audit assignments in last two years, each with audit fees value not less than Rs. 25	The bidder should have successfully completed minimum two IT audit assignments in last two years, each with audit fees value not less than Rs. 25	Please refer the corrigendum
97	1	1.10	Any empanelled agency which has been the Consultant for SDC in a particular State/UT or have been involved in the bid process management for SDC at the State/UT shall not be allowed to act as TPA for SDC in that particular State/UT.	Consultant for SDC has dafted the desirous indicative solution as per the state requirements for the SDC however the consultant which has been involved in the bid process management for SDC has evaluated the proposed solution of the bidder and on the bais of evaluation DCO has been finalised. In this case we request to modify the clause as, "Any firm/agency which has been involved in the bid process management for SDC at the State/UT shall not be allowed to act as TPA for SDC in that particular State/UT."	Clause remains unchanged.
98	2	2.4.2 c	TPA shall appraise the State/UT about the health of the components through reports indicating the capacity utilization and corresponding	Please elaborate the scope like who will provide the tools/ softwares/ hardware (if any required) for the same. Request to please freeze the BoM for the same.	clause is self-explanatory
99	2	2.4.5 a	TPA shall perform security audit of the SDC as per the Guidelines issued by the Department of IT, Govt. of India, review the information security policy, and provide recommendations to the State so as to ensure integrity, confidentiality and availability of information and resources.	Please provide the Guidelines for security audit issued by Department of IT, Govt of India.	may refer SDC policy guidelines available at www.mit.gov.in

100	2	2.5	DCO will deploy SLA Management Tools as provisioned in RFP. Tool should be equipped with adequate licenses. DCO will provide complete access to all the tool and relevant product information to the TPA. Any relevant documentation required to perform above Services such as logs, reports, system documentation, procedures should be made available to the TPA. Make available in a timely manner all relevant documentation and ensure access to relevant staff and management. However, any tool for VA and penetration testing, desktop/laptop and any logistics requirements would need to be arranged by TPA.	Request to modify cluase as, "However, any tool for VA and penetration testing, desktop/laptop and any logistics requirements would be provided by SIA". OR Please freeze the BoM required for the same activity.	Clause remains unchanged
101	6	6.4	Any empanelled agency which has been the Consultant for SDC in a particular State/UT or have been involved in the bid process management for SDC at the State/UT shall not be allowed to act as TPA for SDC in that particular State/UT.	Consultant for SDC has dafted the desirous indicative solution as per the state requirements for the SDC however the consultant which has been involved in the bid process management for SDC has evaluated the proposed solution of the bidder and on the bais of evaluation DCO has been finalised. In this case we request to modify the clause as, "Any firm/agency which has been involved in the bid process management for SDC at the State/UT shall not be allowed to act as TPA for SDC in that particular State/UT."	Clause remains unchanged.
102	6	6.5	Any firm/agency or its consortium partners, which happens to be the Data Centre Operator for SDC in any State/UT, shall not be allowed to participate in this bid process. All firms/agencies submitting their proposals in response to this RFP would be required to give an undertaking that they either solely, or through any consortium partner would not participate in the SDC implementation in any States/UTs.	Request to limit this clause for the State/UT where the firm/agency is happends to be Data Center Operator and allow to particiapte in this bid process for rest of the State/UT.	Clause remains unchanged
103	7	6	Either party will accept liability without limit (1) for death or personal injury caused to the order party by its negligence or the negligence of its employees acting in the course of their employment; (2) any other liability which by law either party cannot exclude. This does not in any way confer greater rights than what either party would other wise have at law. a) The Work Order does not contemplate any consequential, indirect, lost profit, claim for tort or similar damages of any form to be paid by the TPA to DIT/State government or any other organizations b) No action regardless of form, arising out of this Contract, may be brought by either party; more than one year after the cause of action has accrued. DIT/States may at any time terminate the Empanelment Contract by giving written notice to the TPA, without any compensation to the TPA, if the TPA becomes bankrupt or other wise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue there after to DIT/States.	Please check the clause with legal.	incomplete query

104	7	19	Any empanelled agency which has been the Consultant for SDC in a particular State/UT or have been involved in the bid process management for SDC at the State/UT shall not be allowed to act as TPA for SDC in that particular State/UT.	Consultant for SDC has dafted the desirous indicative solution as per the state requirements for the SDC however the consultant which has been involved in the bid process management for SDC has evaluated the proposed solution of the bidder and on the bais of evaluation DCO has been finalised. In this case we request to modify the clause as, "Any firm/agency which has been involved in the bid process management for SDC at the State/UT shall not be allowed to act as TPA for SDC in that particular State/UT."	Clause remains unchanged
105	7	20	Any firm/agency or its consortium partners, which happens to be the Data Centre Operator for SDC in any State/UT, shall not be allowed to participate in this bid process. All firms/agencies submitting their proposals in response to this RFP would be required to give an undertaking that they either solely, or through any consortium partner would not participate in the SDC implementation in any States/UTs.	Request to limit this clause for the State/UT where the firm/agency is happends to be Data Center Operator and allow to particiapte in this bid process for rest of the State/UT.	Clause remains unchanged