

Responses to Pre-bid Queries

Request for Proposal (RFP) for Selection of Agency for Supply, Installation, Commissioning and Support of Cloud Enabled Infrastructure at GSDC, Gandhinagar on behalf of Department of Science & Technology, Government of Gujarat (RFP NO.: GIL\DST\SDC_Cloud\2016-17)

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
1	Page no. 18 / Section 3 / Eligibility Criteria / Clause no. 9	OEMs of proposed solution (Cloud solution only) should be in the latest available Gartner Magic Quadrant	The definition and criteria of Gartner Magic Quadrant is focusing more for the Public Cloud and not for Private cloud. As the Gujarat SDC is proposed to be a private cloud solution, this criteria is requested to be reconsidered. "Request to re-consider and remove this clause. The only relevant third party report to this is with focus on private cloud is IDC report. Hence suggest to include the Top 2 or 3 Vendors as per latest IDC report for year 2015 for Cloud system management software. The reports are as below for your reference. http://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/vrealize/vmware-cloud-management-market-share-2015.pdf	See the changes in Revised RFP Document.
2	Page no. 18 / Section 3 / Eligibility Criteria / Clause no. 9	OEM of the Proposed solution (Server only) should be in the Leadership quadrant in the latest available Gartner Magic Quadrant	As the hypervisor plays a major role in this solution and shall be foundation of the Gujarat DST SDC cloud, the magic quadrant for hypervisor solution should be included. As the hypervisor plays a crucial role in this solution the magic quadrant for hypervisor solution should be included.	See the changes in Revised RFP Document.
3	Page no. 20 / Section 4 / Functional & Technical Requirement / Clause no. 4.1.6	The Solution should allow role based access for auditing, monitoring, metering etc.	Clarification on metering Request to be reworded as "The Solution should allow role based access for auditing, monitoring, showback etc." as metering is related to the chargeback and billing which may not be required for SDC set-up.	It has been discussed and clarified in pre-bid meeting. Tenderer is only looking for the functionality of showing information on client wise Infrastructure allotted, its usage etc. See the changes in Revised RFP Document.
4	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.1.10	DST/GIL or its authorised representative will conduct the Final Acceptance Test (FAT). FAT shall be considered completed successfully upon completion of: - a) All the required activities like supply, installation, testing, commissioning of the proposed solution as per the RFP/Contract agreement b) Successful deployment of 5 (five) applications identified by the DST/GIL on the proposed cloud environment or on completion of 4 months from the date of successfully completion of Point 'a' above, whichever is earlier.	Request to provide list of applications please and details of platform of same pls.	It has been discussed and clarified in pre-bid meeting. Details of these applications will be shared with the successful bidder. However these applications will be developed on the platforms like ".net, Java, SAP" etc.
5	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.3 d.	The bidder shall ensure that the Cloud Management portal is integrated with the existing helpdesk service of GSDC. The call logging should be done from the existing centralized helpdesk of DST/GIL and proceed towards resolution/closure within defined SLA.	Query: Request to provide information on the existing helpdesk tool used and help clarify if the same supports RESTful API	Existing centralized helpdesk of DST/GIL is "CA Servicedesk" and it supports REST API integration.
6	Page no. 21 / Section 4 / Functional & Technical Requirement / Clause no. 4.2 Technical Specifications, Note C.	Bidder is required to use and integrate existing Storage and security infrastructure available at existing GSDC with the proposed cloud solution. Details of existing storage and security infrastructure is available as Annexure-A to this document.	We Request DST/GIL to specify the Allocated space to accommodate VM datastores. As each Medium VM datastore would take approx 150GB space and we assume that approx 1000 to 1500 VMs would be deployed in first 6-8months and that would need approx 150TB to 200TB usable space to be made available along with the space required to deploy application data. Unavailability of space would lead to delay in execution of the project. Hence we request DST/GIL to clarify on this point.	Existing GSDC Storage is "EMC VMAX 200K" Further, sufficient free space (150+ TB) is available to cater the requirements of Cloud Infrastructure.

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7	Page no. 21 / Section 4 / Functional & Technical Requirement / Clause no. 4.2.A	Clock Speed - 2.4 Ghz	Highest CPU in x86 22 Cores 2.2 Ghz , 22 Core will help to reduce raack space for 4000 Core Sizing , Request DST/GIL to Change to Speed to 2.2 Ghz Minimum	Agreed, Specification Revised as: Clock Speed: 2.2 Ghz or above See the changes in Revised RFP Document.
8		Disk Space: 2 x 900GB SAS/SCSi with 15k rpm or more	We request to change 120 or 240GB SATA SSD x 2, SSD has lower power consumption compare to 15K RPM DISK and internal disk only use for Hypervisor OS	Disk Space: 2 x 900GB SAS/SCSi with 10k RPM or more, and RAID 1 or above See the changes in Revised RFP Document.
9		Network Connectivity: Should have Minimum 4 interface of 10G port Storage Connectivity: Should have Min. 2 x 8G FCoE/HBA cards	Network Connectivity we should Keep 10G x 4 Ports dedicated only for LAN & FC Connectivity 8G FC HBA Dual Port x 1 Dedicated only for SAN,	It has been discussed and clarified in pre-bid meeting. As per RFP Document.
10	Page no. 20 / Section 4 / Functional & Technical Requirement / Clause no. 4.1.12	The solution should support dynamic memory/core allocation, movement of VM, which includes movement from one physical server to another and continuous availability of applications running in virtual machines in the event of physical host failure	We would request you to remove the requirement of "dynamic memory/core allocation" as this would allow many more competitive cloud solution OEM/Vendor/technologies to comply and compete, thus giving you more choice and options of technologies.	It has been discussed and clarified in pre-bid meeting. As per RFP Document.
11	Page no. 20 / Section 4 / Functional & Technical Requirement / Clause no. 4.1.15	The Solution should be able to run various Guest Operating Systems like Windows Client, Windows Server, Linux (Red Hat, Ubuntu, CentOS, etc).	Ubuntu, CentOS and other community operating systems are not enterprise class and are usually not supported by major hardware vendors. Hence you are requested to remove the community versions of the operating systems and ask for operating systems that are certified by major hardware and software vendors only.	It has been discussed and clarified in pre-bid meeting. As per RFP Document.
12	Page no. 20 / Section 4 / Functional & Technical Requirement / Clause no. 4.1.17	The Solution should have customizable, intuitive Web portal for its users allowing user to create various service requests and its status.	N/A - This functionality should be asked to be provided by the system integrator from the overall solution perspective. This particular specification seems to be irrelevant from Virtualization or cloude software perspective, hence should be removed.	It has been discussed and clarified in pre-bid meeting. As per RFP Document.
13	Page no. 18 / Section 3 / Eligibility Criteria / Clause no. 9	OEMs of proposed solution (Cloud solution only) should be in the latest available Gartner Magic Quadrant AND OEM of the Proposed solution (Server only) should be in the Leadership quadrant in the latest available Gartner Magic Quadrant	As per the Eligibility criteria, GIL has ask for the Server OEM should be in the in the Leadership quadrant in the latest available Gartner Magic Quadrant where as per the latest report i.e. https://www.gartner.com/doc/reprints?id=1-2EEWKHH&ct=150504 only HPE, Cisco and Dell is Qualified vendor which is restricting the competition across the other Server OEM who are there in the Magic Quadrant of the Gartner. To get comparative and qualitative bids across the bidder(s), we are herewith request to amend eligibility criteria as follow: "OEMs of proposed solution (Cloud solution only) should be in the latest available Gartner Magic Quadrant AND OEM of the Proposed solution (Server only) should be in the latest available Gartner Magic Quadrant"	As per RFP Document.
14	Page no. 17 / Section 3 / Eligibility Criteria / Clause no. 5	The bidder should have demonstrable expertise and experience in executing at least ONE project with minimum size of 250 Core of Cloud Implementation (Setting up and O&M) in India during the last three years as on bid submission date. (Cloud Implementation in their own Data Centre or for their own requirement shall not be considered)	Please include datacenter implementation instead of Cloud Implementation. Note: experience in datacenter implementation of Rs 250 Cr same as cloud implementation. This will restrict the Experienced SI like NIIT. We have implemented more than 5 datacenter in SDC for state govt customer.	Data Center Experience is already asked as a Prequalification/Eligibility Criteria for the Bidder. 250 core of cloud implementation is the basic requirement to judge the expertise of bidder in implementation of similar solution. As per RFP Document.
15	Page no. 25 / Section 5 / SLA , Penalties & Payment Terms / Clause no. 5.3	Delivery of all components (Hardware, Software, Licenses, etc.) at GSDC, Gandhinagar: 40% of the sum total of schedule I of financial bid	Kindly make it 80% of delivery of all components Hardware, Software, Licenses, etc.) at GSDC.	See the changes in Revised RFP Document.
16		Successful installation, Testing, Integration, Commissioning: 25% of the sum total of schedule I of financial bid	5% of the Successful installation, Testing, Integration, Commissioning	See the changes in Revised RFP Document.

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17	Page no. 25 / Section 5 / SLA , Penalties & Payment Terms / Clause no. 5.3	Successful completion of training & Final Acceptance test of entire solution: 20% of the sum total of schedule I of financial bid	5% of the sum total of schedule I of financial bid	See the changes in Revised RFP Document.
18		Balance 15% Payment: 15% of the sum total of schedule I of financial bid to be divided and paid in 20 equated quarterly instalments	10% of the sum total of schedule I of financial bid to be divided and paid in 20 equated quarterly instalments	See the changes in Revised RFP Document.
19	Page no. 24 / Section 5 / Clause no. 5.2 Service Level Agreement & Penalties	c) Other Service Levels & Penalties Note: • The overall penalty would be generally capped at 10% of QP amount. If the cap of overall penalty is reached in two consecutive quarters, the penalty cap for the third quarter onwards, for each quarter will increase by 5% over the penalty cap for the preceding quarter till it reaches 25% of the QP. In addition to the applicable penalty and the provisions pertaining to closure / termination of contract, the DST/GIL shall be within its rights to undertake termination of contract if or anytime the penalty increases by 15 % of the QP. Once the penalty cap has increased beyond 10%, if the bidder through better performance delivery for any quarter, brings the leviable penalty below 10% then the computation of the 1st of the 2 consecutive quarters as referred above will reset and will begin afresh.	Please cap the total penalty should not be more than the 5% of the QP in any circumstances.	It has been discussed and clarified in pre-bid meeting. As per RFP Document.
20	Page no. 10 / Section 2 / Scope of Work	2.1. System Integration Component 2.1.10: b) Successful deployment of 5 (five) applications identified by the DST/GIL on the proposed cloud environment or on completion of 4 months from the date of successfully completion of Point 'a' above, whichever is earlier.	Total time should be given 10 months from the date of final PO	Request not accepted. As per RFP Document.
21	Page no. 18 / Section 3 / Eligibility Criteria / Clause no. 9	OEMs of proposed solution (Cloud solution only) should be in the latest available Gartner Magic Quadrant AND OEM of the Proposed solution (Server only) should be in the Leadership quadrant in the latest available Gartner Magic Quadrant	GOG is looking for a vendor to setup cloud infrastructure at GSDC. As per eligibility criteria "OEM of proposed cloud solution should be in the latest available GMQ." Cloud players like Amazon, Microsoft, Google etc. are in GMQ but they can not create private cloud infrastructure as they do not manufacture servers. Hence, this clause is bit confusing. Also, there are many server OEMs are like Oracle, Lenovo, Hitachi, etc. are not in leadership GMQ of servers, so they can not participate in the bid, which is restricting competition for GoG. As an Oracle we can offer both X86 Servers with cloud Infrastructure. Oracle Cloud is the industry's broadest and most integrated cloud company. It offers best-in-class services across software as a service (SaaS), platform as a service (PaaS), and infrastructure as a service (IaaS), and even lets customer put Oracle Cloud in his/her own data center. Request this clause to be dropped from eligibility criteria, which will enable better participation, will not restrict competition, thereby giving competitive cost to Government.	As above Sr. No. 1 & 2.
22	Page no. 21 / Section 4 / Functional & Technical Requirement / Clause no. 4.2.A	Clock Speed : 2.4 Ghz or above	OEMs can propose better core density and thereby better TCO if the clock speed is 2.0 GhZ. It is suggested to make the clock speed as 2.0 GHz or above so that wider range of OEMs can participate in the bid & thus GoG can get better competition.	As above Sr. No. 7.
23		Disk Space : 2 x 900GB 15K rpm or more	Also for the hard disk space of servers, we understand it will be used for installation of hypervisor & OS only, for that you don't need higher rpm disk which is more prone to fail compare to 10K rpm disk. We herewith suggest you to allow bidder to decide the disk capacity as per their solution proposed at 10K/15K rpm speed.	As above Sr. No. 8.

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24	Page no. 10 / Section 2 / Scope of Work / Clause no 2.1.5	The Bidder has to ensure that if any additional component(s) required for overall solution to comply with the SLA levels, then in such case it should be the responsibility of the bidder to provide the same as a part of the entire solution.	Bidder suggests that the scope of work/SoW will be as per the RFP and the BOQ will be in line with the RFP Requirements. Any additional products required by the Customer would be mutually agreed between the Parties through a change request process.	It has been discussed and clarified in pre-bid meeting. Bidder is required to plan and proposed solution as per the Scope of work, Technical and functional requirement of the RFP. If bidder thinks any other additional component is necessary to successfully run the proposed solution then in that case bidder is required to include the same in his proposed solution
25	Page no. 23 / Section 5 / Clause no. 5.2 Service Level Agreement & Penalties	Server Availability (including the Virtualization Layer and OS, if any, running on it): 99.95%	We request Customer to provide clarity as to what constitutes 'Server Availability' as this constitutes an important component of our scope of work. What is the permissible downtime for this Server Availability available for Bidder?	Availability of the Physical Servers.
		Server Connectivity (To Storage, Network and Backup): 99.95%	We request Customer to provide clarity as to what constitutes Server Connectivity. What is the permissible downtime for this Server Connectivity available for Bidder?	Network connectivity refer to: Power, Network, Storage reachability to the Cloud infrastructure
		Uptime of Virtual Machines	We request Customer to provide clarity as to what constitutes Uptime of Virtual Machines. What is the permissible downtime for this Virtual Machines available for the Bidder?	Required Uptime of Virtual Machine is 99.95%. The Uptime is the time between the Virtual machine was powered on and the time when the machine becomes inaccessible.
		Uptime of Cloud Solution	We request Customer to provide clarity as to what constitutes Uptime of Cloud Solution. What is the permissible downtime for this Cloud Solution available for Bidder?	Required Uptime of Virtual Machines, Cloud Management Layer & Virtualization is 99.95%.
26	Page no. 25 / Section 5 / Clause no. 5.2 Service Level Agreement & Penalties	The security breach will include but not limited to successful penetration of any Virus, Trojan, malwares, zero-day attacks, intrusion, Denial of Service Attacks, ...etc., up to the Server level. In case of any compromise of data due to the Security Breach then double penalty will be levied (this will not be counted within the maximum penalty cap limit).	Bidder would like to clarify that we will only be providing IAAS on a working data center managed by the DCO. The Bidder requests clarifications with respect to penalties due to security breach on us as we are only providing IAAS. Kindly confirm	It has been discussed and clarified in pre-bid meeting. Security breach is limited to any breach happening within the Cloud Environment. No Change in the penalty.
27	Page no. 25 / Section 5 / Clause no. 5.3 Payments	Payment Schedule	Bidder requests GOG to include a line within the payment clause with respect to all invoices being paid by GOG within 30 days of the invoice date.	As per RFP Document.
28	Page no. 35 / Section 6 / Instruction to the Bidders/ Clause no. 36	LIMITATION OF LIABILITY Selected agency's cumulative liability for its obligations under the contract shall not exceed the value of the charges payable by the DST/GIL within the remaining duration of the contract term from the day claim is raised and selected agency shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.	Bidder requests Customer to clarify whether Bidders' liability is calculated from the date of claim or the day the claim was received by the Bidder.	It has been discussed and clarified in pre-bid meeting. It will be from the Date of Claim.

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29	Page no. 23 / Section 5 / Clause no. 5.1 Implementation Timeline & Penalties	<p>1. Kick-off meeting & Signing of Contract : Rs 50,000/week or part thereof. Delay Beyond 4 weeks, DST/GIL may terminate the contract and Forfeit the PBG</p> <p>2. Delivery of Components (Hardware, Software, License, etc.) : A penalty of 0.5% of Component Value per week or part thereof. Delay beyond T + 10 weeks DST/GIL may terminate the contract and Forfeit the PBG</p> <p>3. Installation and Commissioning : A penalty of 0.5% of contract value per week or part thereof. Delay beyond T1 + 4 weeks DST/GIL may terminate the contract and Forfeit the PBG</p> <p>4. Final Acceptance Test (FAT) : A penalty of 0.5% of contract value per week or part thereof. Delay beyond T2 +18 weeks DST/GIL may terminate the contract and Forfeit the PBG</p> <p>5. Training : A penalty of 0.5% of contract value per week or part thereof. Delay beyond T2 + 3 weeks DST/GIL may terminate the contract and Forfeit the PBG</p>	<p>Bidder proposes to apply penalty percentage on the delayed implementation value only.</p> <p>Also Bidder proposes to cap the penalty to 5% of the implementation value.</p>	Please see Revised RFP.
30	Page no. 23 / Section 5 / Clause no. 5.2 Service Level Agreement & Penalties	<p>Note:</p> <p>1. The overall penalty would be generally capped at 10% of QP amount. If the cap of overall penalty is reached in two consecutive quarters, the penalty cap for the third quarter onwards, for each quarter will increase by 5% over the penalty cap for the preceding quarter till it reaches 25% of the QP. In addition to the applicable penalty and the provisions pertaining to closure / termination of contract, the DST/GIL shall be within its rights to undertake termination of contract if or anytime the penalty increases by 15 % of the QP. Once the penalty cap has increased beyond 10%, if the bidder through better performance delivery for any quarter, brings the leviable penalty below 10% then the computation of the 1st of the 2 consecutive quarters as referred above will reset and will begin afresh.</p> <p>2. Periodic Audits will be conducted by DST or DST Authorized personnel, the Audit Findings shall be closed by the O&M Agency As per the closure schedule defined by the Auditor. If there is any delay in closing the audit findings, then penalties will be levied.</p>	<p>Bidder proposes</p> <p>1. 1. The overall penalty would be capped at 10% of QP amount. If the cap of overall penalty is reached in two consecutive quarters, GIL will have the right to terminate the contract.</p> <p>2. Penalty in delay in closing the audit finding will be applicable if the delay is solely attributable to the bidder. Also penalty will be capped as per the overall penalty proposed above.</p>	<p>It has been discussed and clarified in pre-bid meeting.</p> <p>1. No change. As per RFP Document.</p> <p>2. Yes, Delay solely on account of bidder will be considered while calculating delay and penalty thereof, if any.</p>
31	Page no. 25 / Section 5 / Clause no. 5.3 Payments	<p>Schedule-I</p> <p>1 Delivery of all components (Hardware, Software, Licenses, etc.) at GSDC, Gandhinagar - 40% of the sum total of schedule I of financial bid</p> <p>2 Successful installation, Testing, Integration, Commissioning - 25% of the sum total of schedule I of financial bid</p> <p>3 Successful completion of training & Final Acceptance test of entire solution - 20% of the sum total of schedule I of financial bid</p> <p>4 Balance 15% Payment - 15% of the sum total of schedule I of financial bid to be divided and paid in 20 equated quarterly instalments</p>	<p>Since a PBG of 10% of TCV for 5 years + 180 days is to be submitted by the successful bidder. The request is that the balance 15% should be divided in 20 equated installments for the period of the 6 months O&M after successful implementation to be provided by bidder.</p>	As above Sr. No. 17 & 18.

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	Page No. / Section No. / Clause No.	Tender Description		
32	Page no. 33 / Section 6/ Instruction to the Bidders/ Clause no. 29 TAXES & DUTIES	The Successful bidder is liable for all taxes and duties etc. as may be applicable from time to time.	Bidder submits that the price shall be made exclusive of taxes, duties, levies, charges etc. as there is high probability of GST Law being passed which will change the Tax Law both from the applicability and also rate of tax.	It has been discussed and clarified in pre-bid meeting. 1) The ultimate responsibility of payment/deposit of taxes to the appropriate authority lies with the bidder from time to time. As per the RFP the prices asked in the Financial bid is without tax and bidder is liable to charge applicable taxes at the time of billing. 2) Further, TDS deducted by the GIL will be deposited with the appropriate authority and Form-C will be provided for the same.
33	Page no. 17 / Section 3 / Eligibility Criteria / Clause no. 5	The bidder should have demonstrable expertise and experience in executing at least ONE project with minimum size of 250 Core of Cloud Implementation (Setting up and O&M) in India during the last three years as on bid submission date.	The bidder request that since this is a technology platform which will provide infrastructure optimisation and related benefits, a customer case globally should be considered as experience in this bid.	Agreed. See the changes in Revised RFP Document.
34	Page no. 17 / Section 3 / Eligibility Criteria / Clause no. 3	Bidder must have annual turnover of at least Rs. 100 crores for each of the last three financial Years as on 31st March 2016. AND Annual Turnover of at least Rs. 25 Crore solely generated from Data centre or Cloud system implementation or Maintenance during each of last three financial years as on 31st March 2016.	Since the Annual Turnover is given on the basis of business units/verticals, we would request you to allow submit three projects based on DC solution (including Server, storage, N/W) of value totalling 25 cr during the last three financial years as on 31st March 2016.	See the changes in Revised RFP Document.
35	Page no. 17 / Section 3 / Eligibility Criteria / Clause no. 3	Annual Turnover of at least Rs. 25 Crore solely generated from Data centre or Cloud system implementation or Maintenance during each of last three financial years as on 31st March 2016.	Ibm would provide the consolidated financials	Bidders needs to provide CA certificate confirming as per the clause. See the changes in Revised RFP Document.
36	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.1 and 2.2.2	On completion of O&M period bidder is required to hand over the entire operation and maintenance work to the DCO Team of GSDC/any other agency appointed by DST/GIL.	Bidder will hadover O&M after 6 months agency appointed by DST/GIL. When will this agency be made available for hadover and training to bidder? After 6 months or 2 months prior ?	Agency already available at GSDC, time line for Handover is within 1 month from the date of completion of O&M.
37	Page no. 15 / Section 2 / Scope of Work / Clause no. 2.4. Key Deliverables	FAT (Fatory Acceptance Test)	Once the Heads up is given by SI to GSDC, Within what time the FAT team will be appointed. And what will be the TAT for them to submit the report ?	Its Final Acceptance Test (FAT) Please refer clause no. 2.1.10 wherein Maximum time limit for successsfully completion is 4 months from the date of successfully completion of supply, installation, testing, commissioning of the proposed solution as per the RFP/ Contract agreement
38	Page no. 20 / Section 4 / Functional & Technical Requirement / Clause no. 4.1.6	The Solution should allow role based access for auditing, monitoring, metering etc.	Do GOG requires intra departmental billing/charge back capability in the proposed cloud system.	As above Sr. No. 3.
39	Page no. 20 / Section 4 / Functional & Technical Requirement / Clause no. 4.1.11	Solution should support virtualizing Workloads like Database, Web Services, Application, etc.	Can you pls share the list of application, OS, DB server wise	It has been discussed and clarified in pre-bid meeting. The applications to be deploy will be having the platform of .net, Java, SAP and DB platform like MS SQL, Oracle, MySQL.

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	Page No. / Section No. / Clause No.	Tender Description		
40	Page no. 20 / Section 4 / Functional & Technical Requirement / Clause no 4.1.16	The Virtualized Infrastructure should be able to consume Storage across various protocols	Can you pls share the desired protocols expeted ?	Protocols: FC, FCoE, SCSI etc.
41	Page no. 21 / Section 4 / Functional & Technical Requirement / Clause no. 4.2.A	Successful bidder can use Maximum 50% physical space of extended GSDC for cloud enablement including requirement for management of cloud infrastructure	How many racks can fit in the 50% extended GSDC space ? Or pls share what is the square feet area available for use by the bidder?	The bid is Self Explanatory. The extended area of GSDC is approximately 1400 sq. ft./space of approx. 20 Racks. Considering the same, bidder can use maximum 10 rack space for cloud enablement infrastructure.
42		General	Power space cooling will be provided by GSDC?	Yes. Physical Infrastructure is already in place.
43	Page no. 23 / Section 5 / Clause no. 5.1 Implementation Timeline & Penalties	General	Will DST GOG provide staging area for the equipment that will arrive as part of the supply scope	No.
44	Page no. 23 / Section 5 / Clause no. 5.2 Service Level Agreement & Penalties	General	The SLA and Penaltie are only applicable to bidder for 6 months post deployment. Post hand over to GSDC the same is not applicable.	SLAs and penalties shall be applicable for AMC/Warranty, manpower & support.
45	Annxure A	General	Do you want to refresh all the Server, Storage, Network and other hardware	No
46	Annxure A	Server	Please provide the details of the inventory with make, model, application name, location, OS name and version, RAM, Core, CPU (1 proc or 2 proc), Ghz speed , Physical or virtual status, so that target sizing can be done in optimized way	Annexure A pertaining to the existing Infrastructure of GSDC and its for the knowledge/information only
47	Annxure A	Storage EMC VMAX 200k	How old is the storage. Do you want to replace it? Pls share details of Luns and TB of storage, with exact Make model and Age of the hardware.	No
48	Annexure A	Network and security	How old is the Network components. Do you want to replace it? Pls share details of make, model, firmware version, Ageing etc of the hardware.	No

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	Page No. / Section No. / Clause No.	Tender Description		
49	Annexure A	Backup and Tape Lib	Pls provide details of the back hardware and software currently used with total instances of backup	<p>Details of existing Backup System is provided in Annexure A (EMC Networker, Quantum Scalar i500, HP MSL 6060, EMC Data Domain VTL). This infrastructure has to be extended to Cloud. If any cloud specific License is required, for using this infrastructure in Cloud environment, then bidder may provide the same.</p> <p>Note: 1) Backup & EMS Licenses: If required, Bidder has to supply any cloud specific licenses for integrating the existing Backup & EMS solution (hardware and software) of GSDC. Normal File based backup licenses are already available with GSDC and if additional quantity is required DST shall provide the same. 2) Helpdesk (CA): Currently licenses for 32 concurrent users are available for the Existing helpdesk of GSDC (CA Service desk) if additional quantity is required DST shall provide the same.</p>
50	General	Data	What is the your data increase	Its dynamic in nature cannot be predicted
51	General		what is the rate of change of data	Its dynamic in nature cannot be predicted
52	General	Disaster Recovery center	Is setting up of DR is scope, if yest what is the DR percentage as compaired to DC.	No
53	General	Architecture	How many VM/app and DB needs are criticall in nature which will call for an priority 1 incidents.	Will be shared during design phase
54	General		How many VM/apps ad B are required on HA and/or cluster	Will be shared during design phase
55	General	Integration	can you pls help us with a details map of integration touch points.	Integration with existing GSDC is to be done through the uplinks provided by GSDC
56	General	Tools	Do you have any DC monitoring and Management tool ?	Yes. Its CA Tool
57	General	SLA	What are the current SLA levels	99.74% UPTIME for GSDC
58	General		Can you pls share the Ticket logs / dump for DC related Issue	Not Possible
59	General	Application	Application dependency matrix	Can be shared during design phase
60	Page no. 25 / Section 5 / Clause no. 5.3 Payments	Payment shall be made in Indian Rupees. While making the payment, necessary penalties, income tax deductions will be made	Penalties-not acceptable. Tax deduction certificate as prescribed under the Laws will need to be furnished to the bidder in the specified format within the stipulated time to enable the bidder to claim credit of taxes.	As per RFP Document.
61	Page no. 33 / Section 6 / Instruction to the Bidders/ Clause no. 29	The successful bidder is liable for all taxes & duties etc. as may be applicable from time to time	It is the responsibility of the successful bidder to remit the taxes collected to the appropriate tax authorities from time to time	As per RFP Document.

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	Page No. / Section No. / Clause No.	Tender Description		
62	Page no. 34 / Section 6 / Instruction to the Bidders/ Clause no. 32.4	Bidder shall furnish all the tax payment receipts to GoG/DST	This is not acceptable	As above Sr. No. 32.
63	Page no. 25 / Section 5 / Clause no. 5.3 Payments	<p>Payment Terms: Delivery of all components (Hardware, Software, Licenses, etc.) at GSDC, Gandhinagar 40% of the sum total of schedule I of financial bid Successful installation, Testing, Integration, Commissioning 25% of the sum total of schedule I of financial bid Successful completion of training & Final Acceptance test of entire solution 20% of the sum total of schedule I of financial bid 15% of the sum total of schedule I of financial bid Balance 15% Payment to be divided and paid in 20 equated quarterly instalments Schedule-II Operational & Maintenance for a period of 6 months O&M to be divided and paid in 2 equal instalments at the end of each quarter</p>	<p>These are Non-Standard payment terms. Wish to propose IBM Standard payment terms as below: Billing Terms Products - 100% On Delivery, Implementation Services : Milestone basis & 100% on Completion Support Services : Year in Advance</p> <p>Payment Terms : 100% within 30 Days from the Date of Invoice.</p>	<p>Request not accepted. As above Sr. No. 17 & 18.</p>
64	Page no. 23 / Section 5 / Clause no. 5.1 Implementation Timeline & Penalties	Penalties	<p>The bidder wishes to clarify that notwithstanding anything stated to the contrary, the aggregate of all penalties and liquidated damages under this contract shall not exceed [10]% of the total contract price. Any such penalty shall be levied only for reasons solely and directly attributable to the bidder. Liquidated damages shall constitute the Client's sole and exclusive remedy against the bidder for any such delay/default by the bidder. Please validate the understanding, the trigger points for applicability of such LDS shall be mutually discussed and agreed between the parties for the final agreement.</p>	See the changes in Revised RFP Document.
65	Page no. 24 / Section 5 / Clause no. 5.3 Service Level Agreement & Penalties	Periodic Audits	<p>Bidder would like to propose a process for audit as described below: 1. Audits shall be conducted only to verify if bidder is performing services in accordance with the service levels set out in the Statement of Work or Contract. 2. A third party auditor may be appointed only with the mutual consent of the parties on a non-contingent basis after the auditor has executed a confidentiality agreement with the bidder. 3. Bidder is not obligated to share any information relating to bidder's costs, bidder proprietary data, confidential information of bidder's other customers and internal audit reports of the bidder. 4. Such audit shall be conducted (a) upon thirty days prior written notice to bidder; (b) no more than once each calendar year; (c) only in relation to the previous twelve months' activities; (d) during normal business hours; and (e) to the extent it does not interfere with bidder's ability to perform the services in accordance with the agreement.</p>	As per RFP Document.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
66	Page no. 25 / Section 5 / Clause no. Section 5.3 Payments	Payment Procedure and Payment Terms	The Bidder seeks deletion of the clause "While making payment, necessary penalties, income tax deductions will be made". Penalties (if any) shall be dealt with separately and not as an automatic deduction but subject to mutual agreement. The Bidder requests the following payment terms to be considered: Payments are due from date of receipt of invoice and payable within thirty (30) days of date of invoice issued to Client. In the event of late payments, IBM reserves the right to charge a late payment fee @ 2% per month on the overdue amounts, in addition to the right of suspension of services, till the overdue amounts are paid.	As per RFP Document.
67	Page no. 29 / Section 6 / Instruction to the Bidders/ Clause no. 13.4	Forfeiture of Bid Security	The Bidder wishes to seek confirmation that failure of the Parties to mutually agree on the terms and conditions of the final agreement shall not cause forfeiture of the Bid Security.	No deviation or discussion or mutual agreement is allowed while signing the agreement. In case bidder fails to sign the contract agreement then DST/GIL will exercise all available remedies as per the RFP document
68	Page no. 31 / Section 6 / Instruction to the Bidders/ Clause no. 23	Notification of Award and Signing of Contract	The bidder wishes to seek clarity that the Contract shall be signed subject to mutually agreed terms and conditions (after incorporating the deviations proposed) and since this may take longer than 7 days, IBM proposes a time period of 15 days for negotiations and signing subject to mutual acceptance of T&Cs of the Contract.	As per RFP Document.
69	Page no. 32 / Section 6 / Instruction to the Bidders/ Clause no. 24	Force Majeure	The bidder submits that a Force Majeure Event shall not absolve the Client's payment obligations towards Services or Products already delivered by the Bidder.	Bidder is eligible for payment for Services and product delivered till the day force majeure is occurred/declared.
70	Page no. 33 & 35/ Section 6 / Instruction to the Bidders/ Clause no. 27 and 37	Use of Agreement Documents and Information; Confidentiality	The bidder wishes to clarify that any information or document that needs to be treated as confidential shall be governed by a separate confidentiality agreement that the Parties shall execute upon award of the Contract, the terms of which shall prevail.	No separate agreement. Bidder needs to follow clause/terms and conditions mentioned in the RFP, SLA, Contract documents.
71	Page no. 33 / Section 6 / Instruction to the Bidders/ Clause no. 28	Resolution of Disputes	The bidder wishes to seek clarification that the Award passed by the Arbitration Tribunal shall be final and binding on both parties. Further, the Bidder requests that the place of Arbitration shall be a neutral location such as Mumbai or Delhi instead of Gandhinagar, Gujarat.	As per RFP Document.
72	Page no. 34 / Section 6 / Instruction to the Bidders/ Clause no. 34	Termination of Service	The Bidder seeks clarity if the below mutual clause on termination for cause can be considered: Either party may terminate the contract, with thirty days prior written notice, if the other party has committed a material breach of the contract and if such breach has not been cured during the notice period. Client shall pay bidder for all products and services provided up to the effective date of termination.	As per RFP Document.
73	Page no. 35 / Section 6 / Instruction to the Bidders/ Clause no. 36	Limitation of Liability	The Bidder seeks clarity on whether the liability cap can be upto the 'charges paid by the Client towards the individual product or service that is the subject of the claim'. Further, the bidder seeks to exclude liability as below: For the avoidance of doubt, the bidder shall in no event be liable for indirect, consequential, incidental or special damages, loss of/damage to, data and third party claims, even if bidder has been advised of possibility of such damages.	As per RFP Document.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
74	Page no. 20 / Section 4 / Functional & Technical Requirement	4.1.1. The Solution should be capable of on-demand deployment of compute, network and storage infrastructures automatically through an approval based system	Role based quota can be assigned not approval based.	As per RFP Document.
75		4.1.2. The Solution should be capable of decoupling applications and application infrastructure configurations	What it mean by decoupling applications and application infrastructure configurations. Need more details	De-Coupling refers to the segregation of Configuration of Applications hosted in the Cloud, form their underlying Cloud Infrastructure
76		4.1.8. The Solution should be capable of orchestrating compute and storage resource placements based on flexible policies to maximize hardware utilization	Only compute can be orchestrated	As per RFP Document.
77		4.1.20. The solution should provide the capability to offer for customized service if the requirement is not available in the defined service catalogue	We need more information on scope of customization so that can be checked. Need more details	Any thing which is not available in the predefined catalogue
78		4.1.21. The solution should have the provision to approve the logged service request by nominated members of DST/GIL/DCO Team.	What kind of provisioning are required. Need more details	Solution should allow approval or rejection of service request raised through the self service portal for getting IaaS services
79		4.1.22. The Solution should automate as well as manual provisioning of resources on approval from appropriate authority.	Role based quota can be assigned	As per RFP Document.
80		4.1.23. Solution should allow/configure various workflow/hierarchy in the web portal.	We need more details around the requirement	The Workflow, for different Users of the Web Portal, based on Role and Permissions should be created.
81	Page no. 10 / Section 2 / Scope of Work / Clause no. 2.1.6	The compute power of management layer of cloud solution should not use more than 10% of the total compute power of the entire cloud solution.	Whether the number of cores asked (4000) includes the management layer as well?	Yes, It includes everything
82	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.1.10	DST/GIL or its authorised representative will conduct the Final Acceptance Test (FAT). FAT shall be considered completed successfully upon completion of: - a) All the required activities like supply, installation, testing, commissioning of the proposed solution as per the RFP/Contract agreement b) Successful deployment of 5 (five) applications identified by the DST/GIL on the proposed cloud environment or on completion of 4 months from the date of successfully completion of Point 'a' above, whichever is earlier.	Kindly furnish the details of the these five applications w.r.t to OS, databases, middleware, web and application services running. It is recommended to have the scope limited COTS applications as custom applications will be inherently IP of the respective vendor. The bidder will have no visibility on the application architecture. If the applications are not decided during the RFP stage, it is advised to keep the application ownership out of scope. Bidder needs to be responsible only for the infrastructure & the respective application vendor needs to ensure data migration along with application works on the cloud platform.	As above Sr. No. 4.
83	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.3b	Hosting of various departmental application on Cloud infrastructure as per the direction of DST/GIL.	Kindly clarify hosting is only limited to IaaS and support is not with respective to application function.	Bidder is only responsible for Hosting of client applications on Cloud environment created by through this bid only
84	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.3e	The bidder needs to prepare checklist which is to be used or filled by the various line departments / board / corporations for services that would be hosted or migrated in GSDC Cloud infrastructure.	Are you also looking at charge-back billing to the various departments for using the cloud infra?	As above Sr. No. 3.
85	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.3f	Bidder has to ensure that the application to be deployed does not disrupt the GSDC operations and affect other GSDC infrastructure in terms of performance and security.	This is a very subjective ask as it will depend on the business use-case the application serves, on the method of migration, the interdependency between the applications getting migrated and not getting migrated. While we can agree and comply to this clause, the impact of migration will only be known during Design phase where GoG decides on the applications to be migrated.	Bidder has to ensure that the Application performance does not suffer or impact other components, due to the Hosted Cloud Environment.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
86	Page no. 12 / Section 2 / Scope of Work / Clause no. 2.2.3g	Ensuring the upkeep of existing systems that would be reused and also incorporate necessary changes for new applications if any during the tenure of the contract.	Not sure on the scope of this clause. Are there any compute resources getting reused? We understand existing storage and backup infrastructure will be used to host this cloud setup. However, the current infra will be under a vendor's support and the upkeep would be under its scope. Please clarify.	List of components which has to be integrated into Cloud Environment is provided in Annexure A. In addition to this, DST may move existing Applications/Hardware into Cloud Environment. The existing Hardware/Applications, are already managed by different vendors with appropriate SLAs and Contract terms.
87	Page no. 12 / Section 2 / Scope of Work / Clause no. 2.2.3g	Identification, diagnosis and resolution of problem areas pertaining to the Cloud infrastructure and application and maintenance of assured SLA levels.	Application SLA for issues concerning the application itself needs to be under the application vendor. The bidder will resolve issues that arise due to the cloud layer, hypervisor and compute. Any storage related issues will be addressed to the vendor supporting storages. Request you to kindly modify this clause.	Bidder scope is restricted till the Item he supplied as per the scope of work of this bid only.
88	Page no. 20 / Section 4 / Functional & Technical Requirement / Clause no. 4.1.2	The Solution should be capable of decoupling applications and application infrastructure configurations	Kindly clarify this point? Is GOG looking beyond IaaS and into PaaS as well?	At present its IaaS only
89	Page no. 21 / Section 4 / Functional & Technical Requirement / Clause no. 4.2.A	Disk Space: 2 x 900GB SAS/SCSI with 15k rpm or more	Kindly modify the speed to 10K as disks with 15K are limited to 600GB only.	As above Sr. No. 8.
90	Page no. 21 / Section 4 / Functional & Technical Requirement / Note	b) Required Power point for each rack will be provided by DST/GIL at the extended area of GSDC. However, bidder will have to ensure that the hardware supplied/delivered is compatible with the IPDU's supplied in the rack or bidder needs to provide required connector, if any.	Kindly share the PDU specifications so that the right electrical equipment / cables are ordered for the servers.	It will be the scope of the bidder to supply the required Server & Network Racks with IPDU as per the specifications of RFP. Note: Electrical capacity details of GSDC expanded area : The GSDC Expansion Area's total load capacity is 200 KVA.
91	Page no. 23 / Section 5 / Clause no. 5.1 Implementation Timeline & Penalties	3 Installation and Commissioning T2 = T1 + 2 weeks	If we assume 32 cores per server, it will be 125 servers to rackmount, do the cabling and then do the installation. Request to extend this period to T1+6 weeks	See the changes in Revised RFP Document.
92	Page no. 23 / Section 5 / Clause no. 5.1 Implementation Timeline & Penalties	Final Acceptance Test (FAT) T3 = T2 + 16 weeks	There is ambiguity on the timelines mentioned. We need GOG to re-look at it, define milestones for it. As per previous clause in the RFP, sign off project would either be on FAT without the apps or 5 nos of application migration within 4 months. This point conflicts point on page 11, 2.1.10. Will there be a case that the application identification and migration decision spills on to this period? if so, we would have completed the cloud infra implementation, so will we get signoff on FAT?	T2 is Installation & Commissioning and T3 is 16 weeks from T2 which effectively means 4 Months. This is no contradiction as 2.1.10 also says 4 months from successfully supply, installation, testing and commissioning of proposed solution.
93	Page no. 20 / Section 4 / Functional & Technical Requirement / Clause no. 4.1.1	The Solution should be capable of on-demand deployment of compute, network and storage infrastructures automatically through an approval based system	Is software defined Network expected here or can Network be manually provisioned.	The functionality of Self-Provisioning based on an approval workflow process. Bidder has to provide feature for both Auto and Manual Provisioning.
94	Page no. 12 / Section 2 / Scope of Work / Clause no. 2.2.3g	Maintenance of a log of the performance monitoring of servers including but not limited to Monitoring CPU, disk space, memory utilization, I/O utilization, etc. ☐ Event log analysis generated in all the sub systems including but not limited to servers, Operating systems, applications, etc.	Is an EMS tools expected here or should it be part of the cloud solution?	Existing EMS/NMS tool will be used for the same

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
95	Page no. 14 / Section 2 / Scope of Work / Clause no. 2.3 Roles & Responsibilities	DCO Team: Co-ordinate, Assist during the Integration with Third party services/applications of SDC like Helpdesk, EMS, SIEM, Security Solution, etc.	Kindly provide details of all these third party Services/applications for compatibility check	Will be shared with Successful bidder only, due to confidentiality nature of Information
96	Page no. 40 / Annexure A	Other devices/software tools -EMS tool-CA	kindly elaborate the current modules of EMS tool.	1) CA Spectrum 2) CA E-Health 3) CA Unified Infrastructure Management 4) CA Network Flow Analyzer 5) CA Application Performance Management 6) CA Service Desk Manager 7) CA Service Operations Insight 8) CA Business Service Insight 9) CA Performance Centre 10) CA Embedded Entitlement Manager 11) CA Identity Manager 12) CA Privileged Identity Manager 13) CA Single Sign On
97	Page no. 2	Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection. However, GoG reserves the right to ask for a revised financial offer.	As per the clause, price shall remain valid irrespective of any changes pursuant to technical or commercial clarification even after bid submission. This clause is not acceptable	As per RFP Document.
98	Page no. 4 / Definations	"Law" shall mean any act, notification, by-law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Gujarat or any other Government or regulatory authority or political subdivision of government agency.	Bidder requests modification: - "Law" shall mean any act, notification, by-law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Gujarat or any other Government or regulatory authority or political subdivision of government agency and applicable to the GoG and/or the successful bidder in the present transaction.	As per RFP Document.
99	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2 O&M Component	During the O&M period of 6 months, selected bidder is responsible for the following indicative list (but not limited to) of activities:	Bidder requests modification: - During the O&M period of 6 months, selected bidder is responsible for the following indicative list (but not limited to) of activities:	As per RFP Document.
100	Page no. 23 / Section 5 / Clause no. 5.1 Implementation Timeline & Penalties	As per RFP	1. Penalty to be levied on delayed portion of goods or services. 2. No penalty capping mentioned here. Overall Penalty should be capped to 3% of the contract value	See the changes in Revised RFP Document.
101		As per RFP	Overall Penalty should be capped to 3% of the contract value	As per RFP Document.
102		As per RFP	Overall Penalty should be capped to 3% of the contract value	As per RFP Document.
103		As per RFP	Overall Penalty should be capped to 3% of the contract value	As per RFP Document.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
104	Page no. 24 / Section 5 / Clause no. 5.2 Service Level Agreement & Penalties / Note	<p>The overall penalty would be generally capped at 10% of • The overall penalty would be generally capped at 10% of QP amount. If the cap of overall penalty is reached in two consecutive quarters, the penalty cap for the third quarter onwards, for each quarter will increase by 5% over the penalty cap for the preceding quarter till it reaches 25% of the QP. In addition to the applicable penalty and the provisions pertaining to closure/termination of contract, the DST/GIL shall be within its rights to undertake termination of contract if or anytime the penalty increases by 15 % of the QP. Once the penalty cap has increased beyond 10%, if the bidder through better performance delivery for any quarter, brings the leviable penalty below 10% then the computation of the 1st of the 2 consecutive quarters as referred above will reset and will begin afresh.</p> <ul style="list-style-type: none"> • Periodic Audits will be conducted by DST or DST Authorized personnel, the Audit Findings shall be closed by the O&M Agency As per the closure schedule defined by the Auditor. If there is any delay in closing the audit findings, then penalties will be levied. • Incident, Service Requests will be logged in the Helpdesk and the Bidder will have to resolve the request and provide necessary updates through the Help Desk Portal and co-ordinate with the stakeholders. • Root Cause should be identified for all incidents, if root cause is not identified then additional penalties will be levied. 	<p>Request you to please amend the clauses as per below:</p> <ol style="list-style-type: none"> 1. Penalty capped at 10% of the quarterly payment. - Request to please limit capping to 3% of the Q.P. 2. Penalty limit shall be increased to 25% if two consecutive quarters SLA lapse. - Request you to please remove the clause. 3. If root cause not identified, then additional penalties shall be levied - - This is an Open ended clause and hence request you to please remove the penalty in this case. 4. In case of security breach, penalty amount shall be doubled - Request you to please remove this clause. 	As per RFP Document.
105	Page no. 25 / Section 5 / Clause no. 5.3 Payments	As per RFP	<ol style="list-style-type: none"> 1. Hardware and Software - 90% on delivery and 10% on Installation and commissioning. 2. Implementation services - Payment shall be made after successful implementation and commissioning. 3. O&M For Cloud - Charges against the O&M shall be paid quarterly in advance. 4. 5 Years Warranty - AMC Charges shall be paid quarterly in advance. 	See the changes in Revised RFP Document.
106	Page no. 28 / Section 6 / Instruction to the Bidders/ Clause no. 7.3	GoG/GIL shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms	<p>Bidder requests modification: - GoG/GIL shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms</p>	As per RFP Document.
107	Page no. 28 / Section 6 / Instruction to the Bidders/ Clause no. 8.3	GoG/GIL will reject a proposal for award and may forfeit the E.M.D. and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).	<p>Bidder requests modification: - GoG/GIL will reject a proposal for award and may forfeit the E.M.D. and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).</p>	As per RFP Document.
108	Page no. 28 / Section 6 / Instruction to the Bidders/ Clause no. 10	If after the award of the contract the Bidder does not sign the Agreement or fails to furnish the Performance Bank guarantee within fifteen (15) working days along with the inception report and working schedule as per the tender requirements & if the operation is not started within fifteen (15) working days after submission of P.B.G. as mentioned, GoG/GIL reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.	<p>Bidder requests modification: - If after the award of the contract the Bidder does not sign the Agreement <u>on mutually agreed terms and conditions</u> or fails to furnish the Performance Bank guarantee within fifteen (15) working <u>days of signing the contract</u> along with the inception report and working schedule as per the tender requirements & if the operation is not started within fifteen (15) working days after submission of P.B.G. as mentioned, GoG/GIL reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.</p>	As per RFP Document.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
109	Page no. 28 / Section 6 / Instruction to the Bidders/ Clause no. 11	As per RFP	Request you to please add following clause: In case of increase or decrease of tax, introduction of new tax or substitution of existing tax with a new tax, the same shall be to the account of customer	As above Sr. No. 32.
110	Page no. 29 / Section 6 / Instruction to the Bidders/ Clause no. 13.4	The Bid security may be forfeited at the discretion of GoG/GIL, on account of one or more of the following reasons if: <input type="checkbox"/> The Bidder withdraws their Bid during the period of Bid validity specified on the Bid letter form. <input type="checkbox"/> Bidder does not respond to requests for clarification of their Bid. <input type="checkbox"/> Bidder fails to co-operate in the Bid evaluation process, and <input type="checkbox"/> In case of a successful Bidder, the said Bidder fails: <input type="checkbox"/> To sign the Agreement in time <input type="checkbox"/> To furnish Performance Bank Guarantee	Bidder requests modification: - The Bid security may be forfeited at the discretion of GoG/GIL, on account of one or more of the following reasons if: <input type="checkbox"/> The Bidder withdraws their Bid during the period of Bid validity specified on the Bid letter form. <input type="checkbox"/> Bidder does not respond to requests for clarification of their Bid. <input type="checkbox"/> Bidder fails to co-operate in the Bid evaluation process, and <input type="checkbox"/> In case of a successful Bidder, the said Bidder fails: <input type="checkbox"/> To sign the Agreement in time on mutually agreed terms and conditions <input type="checkbox"/> To furnish Performance Bank Guarantee after signing the contract	As per RFP Document.
111	Page no. 31 / Section 6 / Instruction to the Bidders/ Clause no. 22	22.2. DST/GIL right to vary requirements at time of award: GoG reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions. 22.3. In case, if lowest bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder will be awarded the contract. In such scenario, the lowest bidder has to borne the difference between lowest prices and next lowest prices.	Bidder requests modification: - 22.2. DST/GIL right to vary requirements at time of award: GoG reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions. 22.3. In case, if lowest bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder will be awarded the contract. In such scenario, the lowest bidder has to borne the difference between lowest prices and next lowest prices.	As per RFP Document.
112	Page no. 31 / Section 6 / Instruction to the Bidders/ Clause no. 23	Within Seven (7) working days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the GOG/GIL. The contract Performance guarantee has to be submitted within (15) fifteen working days of receipt of award. The Performance Bank guarantee shall be equal to 10% of the contract value valid for duration of 180 days beyond the expiry of contract.	Bidder requests modification: - <u>Subject to the deviations submitted by the successful bidder adequately considered by GoG/GIL, W</u> within Seven (7) working days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the GOG/GIL. The contract Performance guarantee has to be submitted within (15) fifteen working days of signing of the contract receipt of award. The Performance Bank guarantee shall be equal to 10% of the contract value valid for duration of 180 days beyond the expiry of the term of the contract.	As per RFP Document.
113	Page no. 32 / Section 6 / Instruction to the Bidders/ Clause no. 23.3	As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or system integrator will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible start-ups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator	Is this clause applicable for this RFP? Please clarify. There are no components where job work can be outsourced to a start-up or students.	It has been discussed and clarified in pre-bid meeting. As per RFP Document.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
114	Page no. 32 / Section 6 / Instruction to the Bidders/ Clause no. 24	As per RFP	Bidder requests the following to be added: - <u>In case Force Majeure subsists for more than thirty (30) days, either Party shall have the right to terminate the contract. In case the contract is terminated due to Force Majeure, the successful bidder shall be paid for all the goods delivered and services rendered up to the effective date of termination.</u>	As above Sr. No. 69.
115	Page no. 33 / Section 6 / Instruction to the Bidders/ Clause no. 28.3	The place of the arbitration shall be Gandhinagar, Gujarat.	Bidder requests modification: - The place of the arbitration shall be Mumbai, Maharashtra, Gandhinagar, Gujarat <u>Mumbai, Maharashtra, Gandhinagar, Gujarat</u>	As per RFP Document.
116	Page no. 34 / Section 6 / Instruction to the Bidders/ Clause no. 32.3	As per RFP	Request you to please modify the clause as per below: The Performance Guarantee shall be valid for a period of 180 60 days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by all Public Sector Banks and private banks such as IDBI Bank, UTI Bank, HDFC Bank, ICICI Bank having branch in Gandhinagar/Ahmedabad in the format provided by GoG to be submitted Within 15 working days of receipt of award.	As per RFP Document.
117	Page no. 34 / Section 6 / Instruction to the Bidders/ Clause no. 31.3	As per RFP	Request you to please add clause as per below: Payments to be made within 30 days from the submission of invoices	As per RFP Document.
118	Page no. 34 / Section 6 / Instruction to the Bidders/ Clause no. 34	34.1. Termination by DST/GIL, GoG –DST/GIL, GoG reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 30 days' notice in writing if: - 34.1.1. The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings; 34.2. Termination by Successful bidder: The successful bidder reserves the right to suspend any of the Services and/or terminate the Agreement at any time with 30 days' notice if the payment to the bidder is due for more than 2 (two) consecutive quarters. 34.3. Upon occurrence of an event of default as set out in Clause above, either party will deliver a default notice in writing to the other party which shall specify the event of default, and give the other party an opportunity to correct the default. 34.4. Upon expiry of notice period unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the Agreement. 34.5. During the notice period, both parties shall, save as otherwise provided therein, continue to perform their respective obligations under this Agreement and shall not, whether by act of omission or commission impede or otherwise interfere with party's endeavour to remedy the default which gave rise to the management of such notice period	34.1.3. In case the bidder fails to provide services at the minimum agreed service level continually for 2 quarters. Bidder requests the following be added:- <u>Default notice shall be for a period of at least thirty (30) days. In case the contract is terminated by either Party due to any reason whatsoever, the successful bidder shall be paid for: 1. goods delivered</u> <u>2. services rendered</u> <u>3. work in progress</u> <u>4. unpaid AMCs</u> <u>5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts</u> <u>5. unrecovered investments shall be paid as per termination schedule till the date of termination.</u>	As per RFP Document.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
119	Page no. 35 / Section 6 / Instruction to the Bidders/ Clause no. 35	<p>Successful Bidder will defend and/or settle any claims against DST/GIL that allege that Bidder branded product or service as supplied under this contract infringes the intellectual property rights of a third party. Successful Bidder will rely on Customer's prompt notification of the claim and cooperation with our defense. Bidder may modify the product or service so as to be non-infringing and materially equivalent or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Bidder is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that Bidder is not responsible for claims resulting from deliverables content or design provided by Customer.</p>	<p>Bidder requests modification: -</p> <p>Successful Bidder will defend and/or settle any claims against DST/GIL that allege that Bidder branded product or service as supplied under this contract infringes the intellectual property rights of a third party. Successful Bidder will rely on Customer's prompt notification of the claim and cooperation with our defense. Bidder may modify the product or service so as to be non-infringing and materially equivalent or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Bidder is not responsible for claims resulting from any unauthorized use of the products or services. <i>This section shall also apply to deliverables identified as such in the relevant Support Material except that Bidder is not responsible for claims resulting from deliverables content or design provided by Customer.</i></p>	As per RFP Document.
120	Page no. 41 / Format of Earnest Money Deposit in the form of Bank Guarantee	<p>1. The E.M.D. may be forfeited:</p> <p>a. if a Bidder withdraws its bid during the period of bid validity</p> <p>b. Does not accept the correction of errors made in the tender document;</p> <p>c. In case of a successful Bidder, if the Bidder fails:</p> <p>(i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or</p> <p>(ii) To furnish performance bank guarantee as mentioned above or</p> <p>(iii) If the bidder is found to be involved in fraudulent practices.</p> <p>(iv) If the bidder fails to submit the copy of work order & acceptance thereof.</p> <p>(v) If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.</p>	<p>Bidder requests modification: -</p> <p>1. The E.M.D. may be forfeited:</p> <p>a. if a Bidder withdraws its bid during the period of bid validity</p> <p>b. Does not accept the correction of errors made in the tender document;</p> <p>c. In case of a successful Bidder, if the Bidder fails:</p> <p>(i) To sign the Contract on mutually agreed terms and conditions as mentioned above within the time limit stipulated by purchaser or</p> <p>(ii) To furnish performance bank guarantee after signing the contract as mentioned above or</p> <p>(iii) If the bidder is found to be involved in fraudulent practices.</p> <p>(iv) If the bidder fails to submit the copy of work order & acceptance thereof.</p> <p>(v) If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.</p>	As per RFP Document.
121	Page no. 43 / PBG	As per RFP	<p>Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.</p>	As per RFP Document.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
122	Page no. 46 / FORMAT FOR BID LETTER FORM	<p>If our Bid is accepted, we undertake to;</p> <ol style="list-style-type: none"> Execute all contractual documents and provide all securities & guarantees as required in the bid document (and as amended from time to time) Provide the requisite services within the time frame as defined in the bid documents (and as amended from time to time) Maintain validity of the Bid for a period of 180 days from the date of Bid opening as specified in the bidding document, which shall remain binding upon us and may be accepted at any time before the expiration of that period. <p>In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of GIL Tender Committee for disqualification will be accepted by us.</p>	<p>Bidder requests modification: -</p> <p>If our Bid is accepted, we undertake to;</p> <ol style="list-style-type: none"> Execute all mutually agreed contractual documents and provide all securities & guarantees after signing the contract as required in the bid document (and as amended from time to time) Provide the requisite services within the time frame as defined in the bid documents (and as amended from time to time) Maintain validity of the Bid for a period of 180 days from the date of Bid opening as specified in the bidding document, which shall remain binding upon us and may be accepted at any time before the expiration of that period. <p>In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of GIL Tender Committee for disqualification will be accepted by us.</p>	As per RFP Document.
123	General	Clause to be added	Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of GoG.	As per RFP Document.
124	General	Clause to be added	Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected, delayed or causes non-performance due to GoG's omissions or actions whatsoever.	As per RFP Document.
125	General	Clause to be added	Services and/or deliverables shall be deemed to be fully and finally accepted by GoG in the event when GoG has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when GoG uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Client.	As per RFP Document.
126	General	Clause to be added	Bidder assumes that the title of ownership and risk of the goods supplied under this Contract is passed onto GoG on delivery of the material at the GoG location.	As per RFP Document.
127	General	Clause to be added	Since Bidder is acting as a reseller of third products, Bidder shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the GoG shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Bidder shall not provide any additional warranties and indemnities with respect such products.	As per RFP Document.
128	General	Clause to be added	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the GoG.	As per RFP Document.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
129	General	Clause to be added	During the term of this Agreement and for a period of one year thereafter GoG shall not, directly or indirectly, hire or solicit for hire, any of the personnel engaged by Bidder, without the prior written consent thereof from Bidder. Thus, the GoG agrees to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to Bidder at law or in equity	As per RFP Document.
130	General	Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Wipro shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer	As per RFP Document.
131	Page No 17-18/ Section - 3/ Eligibility Criteria/ Point No 9	OEMs of proposed solution (Cloud solution only) should be in the latest available Gartner Magic Quadrant	<p>Red Hat is present in the Gartner Magic Quadrant for Virtualization, which is a pre-requisite for a cloud solution. There is no Gartner report on a cloud solution. The only Gartner report which may be considered for a cloud solution is Gartner Magic Quadrant for Cloud Infrastructure as a Service (IaaS), which is more relevant for Public cloud service providers. Red Hat cloud solution is not a part of this report. Also, Gartner is not the only independent research organization of repute that publishes reports on information technology OEMs. There are other organizations like Forrester and IDC that also publish such reports. The most appropriate report for this tender is the one published by Forrester titled - "Private Cloud Software Suites" that has a more accurate set of organizations offering the relevant solutions with respect to the current tender.</p> <p>It is requested to please include other independent research organization reports as well as the qualifying criteria. Keeping Gartner only will limit the competition and bar many more other solution providers from participating. Please relax the criteria as this is an open tender and relaxation will give options to bidders to bring more competition and market acceptable technologies. The eligibility criteria may therefore be revised as:</p> <p>"OEMs of proposed solution (Cloud solution only) should be in the latest available Gartner Magic Quadrant or Forrester Wave Report or IDC report."</p>	As above Sr. No. 1.
132	Page No. 17 / Section 3 / Eligibility Criteria / Clause No. 7	Proposed solution (Cloud System) must have implemented at Minimum Two locations/Projects in India during the last three years as on Bid submission date.	As proposed solution will be a latest solution with latest versions, we hereby request you to ask for cloud solution instead proposed solution i.e. "Cloud Solution must have implemented at Minimum Two locations/Projects in India during the last three years as on Bid submission date".	It has been discussed and clarified in pre-bid meeting. See the changes in Revised RFP Document.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
133	Page no. 31 / Section 6 / Instruction to the Bidders/ Clause no. 21 Evaluation Methodology / Technical Evaluation Matrix	Implementation of Proposed solution in India during the last three years as on Bid Submission date	As proposed solution will be a latest solution with latest versions, we hereby request you to ask for cloud solution instead proposed solution i.e. "Implementation of Cloud solution in India during the last three years as on Bid Submission date"	It has been discussed and clarified in pre-bid meeting. See the changes in Revised RFP Document.
134	Page no. 21 / Section 4 / Functional & Technical Requirement / Clause no. 4.2.A	Clock Speed 2.4 Ghz or above	As clock speed of 2.4 Ghz or above has limited options vis a vis cores, we hereby request you to consider clock speed 2.2 GHZ or above as it will allow bidders to quote higher core processor to reduce the server footprint and also reduce overall power, cooling requirements.	As above Sr. No. 7.
135	Page no. 10 / Section 2 / Scope of Work / Clause no. 2.1.4	The bidder should provision the required hardware and software components which include Cloud Management Software, Cloud Management Server, Virtualization Layer, Servers, Physical Server management Module, Networking components like LIU, L2/L3 switch, SAN Switch, etc. with appropriate licenses perpetual for life	Request you to provide minimum specification for L2/L3 Switch and SAN Switch.	As per RFP Document.
136	Page no. 10 / Section 2 / Scope of Work / Clause no. 2.1.3	The proposed solution should seamlessly integrate with, the existing GSDC Infrastructure. 2x10G FC uplinks from Network and SAN switch of the existing GSDC will be provided to the bidder for integration of the cloud environment in co-ordination with existing DCO and composite Team of GSDC.	Pls Specify the link quantity for Network and SAN Switches as well. The specified interface are not clearly mentioning the LAN & SAN Port availability respectively. As per our understanding minimum of 4X10G Interfaces are required to connect with each LAN switch (Nexus 7018) provided by GSDC. The same is the case with SAN Switch (Cisco 9513) in which there will be a requirement of 4x8G Interfaces.	The Bidder has to provide adequate network and SAN Switches (in High Availability) for interconnecting the Cloud Infrastructure supplied by them, all the supplied components should support 10G. GSDC will provide uplink for connecting these network and SAN Switches with existing GSDC Network. Adequate ports are available in GSDC's switches.
137	Page no. 25 / Section 5 / Clause no. 5.1.1 payment schedule	15% of the sum total of schedule I of financial bid to be divided and paid in 20 equated quarterly instalments	We request you to retain 10 % of the sum total of Schedule I of financial bid to be divided and paid in 20 equated quarterly installment as the said bid requires major capital expenditure & retaining 15 % of amount will put stress on cash flows.	As above Sr. No. 17.
138	Page no. 31 / Section 6 / Instruction to the Bidders/ Clause no. 21 Evaluation Methodology / Technical Evaluation Matrix	Implementation of Proposed solution in India during the last three years as on Bid Submission date.	Intention of the RFP is to look for latest available Cloud Sol. Hence consider for "Cloud Solution" in India during the last three years as on Bid Submission date. Request you to kindly change it to Cloud solution. Bidder or OEM any party should have the document.	As above Sr. No. 133.
139	Page No. 17 / Section 3 / Eligibility Criteria / Clause No. 3	Proposed solution (Cloud System) must have implemented at Minimum Two locations/Projects in India during the last three years as on Bid submission date.	Intention of the RFP is to look for latest available Cloud Sol. Hence consider for "Cloud Solution" implementation at Minimum Two locations/Projects in India during the last three years as on Bid submission date. Instead of "Proposed" Solution kindly change "cloud" solution. Please make it Global Ref.	See the changes in Revised RFP Document.
140	Page No. 17 / Section 3 / Eligibility Criteria / Clause No. 5	(Cloud Implementation in their own Data Centre or for their own requirement shall not be considered)	Kindly clarify whether experience of Cloud Implementation for its customers at datacenters built for commercial purpose shall be considered.	Experience of Cloud Implementation for its customers at datacenters built for commercial purpose will be considered.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
141	Page no. 25 / Section 5 / Clause no. 5.1.1 Payment Schedule	<p>Schedule-I</p> <p>1 Delivery of all components (Hardware, Software, Licenses, etc.) at GSDC, Gandhinagar - 40% of the sum total of schedule I of financial bid</p> <p>2 Successful installation, Testing, Integration, Commissioning - 25% of the sum total of schedule I of financial bid</p> <p>3 Successful completion of training & Final Acceptance test of entire solution - 20% of the sum total of schedule I of financial bid</p> <p>4 Balance 15% Payment - 15% of the sum total of schedule I of financial bid to be divided and paid in 20 equated quarterly instalments</p>	<p>Request to modify the payments as below:</p> <p>1 Delivery of all components (Hardware, Software, Licenses, etc.) at GSDC, Gandhinagar - 70% of the sum total of schedule I of financial bid</p> <p>2 Successful installation, Testing, Integration, Commissioning 20% of the sum total of schedule I of financial bid</p> <p>3 Successful completion of training & Final Acceptance test of entire solution - 10% of the sum total of schedule I of financial bid against 10% PBG of the sum total of schedule I valid till 60 months</p> <p>4 Operational & Maintenance for a period of 6 months O&M to be divided and paid in 2 equal instalments at the end of each quarter Schedule-III</p> <p>6 Charges for Manpower provided after O&M Handover to the Existing DCO for 5 years from the date of successful completion of FAT Manpower Charges to be divided and paid in 20 equal instalments at the end of each quarter</p>	As above Sr. No. 17 & 18.
142	Page no. 31 / Section 6 / Instruction to the Bidders/ Clause no. 21 Evaluation Methodology / Technical Evaluation Matrix	<p>The bidder should have demonstrable expertise and experience in executing single project with minimum size of 250 core for Cloud Solution (setting up or O&M) anytime during last three years as on bid submission date</p> <p>250 Core = 5marks</p> <p>>250 Core to 500 Core = 10marks</p> <p>More than 500 core =15marks</p>	<p>Request to modify the clause as below:</p> <p>The bidder should have demonstrable expertise and experience in executing single project with minimum size of 250 core for Cloud Solution (setting up or O&M) anytime during last three years from the date of release of this RFP</p> <p>250 Core = 5marks</p> <p>>250 Core to 400 Core = 10marks</p> <p>More than 400 core =15marks</p>	As per RFP Document.
143	Page No. 17 / Section 3 / Eligibility Criteria / Clause No. 5	The bidder should have demonstrable expertise and experience in executing at least ONE project with minimum size of 250 Core of Cloud Implementation (Setting up and O&M) in India during the last three years as on bid submission date.	<p>Request to Modify the clause as:</p> <p>The bidder should have demonstrable expertise and experience in executing at least ONE project with minimum size of 250 Core of Cloud Implementation (Setting up and O&M) in India during the last three years from the date of release of this RFP.</p>	See the changes in Revised RFP Document.
144	Page no. 10 / Section 2 / Scope of Work / Clause no. 2.1.3	The proposed solution should seamlessly integrate with, the existing GSDC Infrastructure. 2x10G FC uplinks from Network and SAN switch of the existing GSDC will be provided to the bidder for integration of the cloud environment in co-ordination with existing DCO and composite Team of GSDC. The details of existing GSDC infrastructure is provided in the "Annexure-A" to this Document.	<p>Depending on the workloads that will run on this cloud setup and the storage these workloads will consume 2 uplinks from existing SAN Switches may be needed to increase for performance. Request GIL to relook in to the same</p> <p>Please confirm the type of network and SAN switch ports in existing switches for uplink. i.e. Network-BaseT or optics based/SR, SAN Switch-8G/16G.</p>	<p>Network switch uplink : 10G SR</p> <p>SAN switch uplink : 8G LC</p>
145				
146	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.2	On completion of O&M period bidder is required to hand over the entire operation and maintenancwork to the DCO Team of GSDC/any other agency appointed by DST/GIL.	Different bidders may come up with different solution. There has to be relevant resources/ skills to manage the solution implemented by bidder with DCO/team. Is it expected from bidder to train the resources of DCO as well?	Training is already part of SoW of the RFP.
147	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.1.10	b) Successful deployment of 5 (five) applications identified by the DST/GIL on the proposed cloud environment or on completion of 4 months from the date of successful completion of Point 'a' above, whichever is earlier.	Since application deployment to cloud setup will have dependency on application owner/ team and in case due to these dependencies and things out of control of bidder 5 applications in 4 months are not deployed on cloud setup will the acceptance/ FAT completion certificate provided to bidder	<p>It has been discussed and clarified in pre-bid meeting.</p> <p>As per RFP Document.</p>
148	Page no. 21 / Section 4 / Functional &	Physical CPU Core: 4000 RAM: Min. 30TB with ECC	Please mention the maximum density in terms of number of cores for the servers to be provided/ sized by bidder	Bidder is required to size the solutions as per the RFP document meeting all the required parameters
149	Technical Requirement / Clause no. 4.2.A	Physical CPU Core: 4000 RAM: Min. 30TB with ECC	Will resources for cloud management software also be provided from these asked resources/ servers only and storage from existing SAN Storage or bidder needs to factor separate hardware/ servers? Please confirm.	As above Sr. No. 6 & 81.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
150	Page no. 12 / Section 2 / Scope of Work / Clause no. 2.2 Operations & Maintenance Component	<p>h. Backup and Restore Services:</p> <ul style="list-style-type: none"> ☐ Backup of operating system, Virtual Machines and application as per stipulated policies of GSDC. ☐ Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies. ☐ Real-time monitoring, log maintenance and reporting of backup status on a regular basis. ☐ Prompt problem resolution in case of failures in the backup processes Ensuring that the logs are backed up and truncated at regular intervals. 	No backup system has been asked in RFP. Please clarify if existing backup system will be extended and all backup agents, backup media, console access, backup policy, operating procedure will be provided to asked resources to take care of backup	As above Sr. No. 49.
151	Page no. 12 / Section 2 / Scope of Work / Clause no. 2.2 Operations & Maintenance Component	<p>j. Training:</p> <ul style="list-style-type: none"> ☐ The Training course and materials should in line / equivalent to the OEM's syllabus for the Professionals certification. The Training should be instructor-led and should be conducted by OEM at GSDC, Gandhinagar. 	Please specify the minimum expectation from this training. What level of training to be provided	The bid is Self Explanatory. The training to be provided in line/equivalent to the OEM's syllabus for the Professionals Certification.
152	Page no. 13 / Section 2 / Scope of Work / Clause no. 2.2 Operations & Maintenance Component	2.2.4 O&M Team: The bidder shall deploy the minimum required dedicated, qualified, skilled and experienced resources as defined in below table at GSDC, Gandhinagar for managing the cloud Infrastructure and carrying out the required task during O&M phase.	Please mention the service window and working days for these resources.	Bidder is required to absorb the working schedule of DST/GIL. Further, these resource needs to adhere to the instruction given by the DST/GIL from time to time.
153	Page no. 14 / Section 2 / Scope of Work / Clause no. 2.2 Operations & Maintenance Component	☐ Support: Post O&M Handover	Please mention the service window and working days for these resources.	As above Sr. No. 152.
154	Page no. 21 / Section 4 / Functional & Technical Requirement / Clause no. 4.2.A	Successful bidder can use Maximum 50% physical space of extended GSDC for cloud enablement including requirement for management of cloud infrastructure	Please mention how much space will be provided for this setup.	As above Sr. No. 41.
155	Page no. 21 / Section 4 / Functional & Technical Requirement / Note	c) Bidder is required to use and integrate existing Storage and security infrastructure available at existing GSDC with the proposed cloud solution. Details of existing storage and security infrastructure is available as Annexure-A to this document.	Please clarify who will provide antivirus/ host level security software for securing virtual machines that would be deployed on cloud setup	Bidder can use the existing GSDC's Host based intrusion prevention system in the cloud environment.
156	Page no. 23 / Section 5 / Clause no. 5.1 Implementation Timeline & Penalties	Installation and Commissioning T2 = T1 + 2 weeks	2 weeks would be very stringent time line for this setup. Kindly relook in to the same and extend the timelines	See the changes in Revised RFP Document.
157	Page no. 23 / Section 5 / Clause no. 5.1 Implementation Timeline & Penalties	Final Acceptance Test (FAT) T3 = T2 + 16 weeks	Since application deployment to cloud setup will have dependency on application owner/ team and in case due to these dependencies and things out of control of bidder 5 applications are not deployed in 4 months on cloud setup will the acceptance/ FAT completion certificate provided to bidder	As per RFP Document.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
158	Page no. 23 / Section 5 / Clause no. 5.2 Service Level Agreement & Penalties	Server Availability (including the Virtualization Layer and OS, if any, running on it) 99.95%	4000 cores are asked in RFP. Deployment of servers can be planned to deploy the servers in HA mode in such way that in case of failure of any node/ servers workloads running on that node are started from another node available in cluster/ HA. This way high availability will be achieved for workloads running on server. Please clarify if server availability interprets to workload/ VM availability here	Uptime requirement of Physical server and Cloud Infrastructure is redefined. See the changes in Revised RFP Document.
159	Page no. 23 / Section 5 / Clause no. 5.2 Service Level Agreement & Penalties	Server Availability (including the Virtualization Layer and OS, if any, running on it) 99.95%	Since multiple VMs / OS instances running on cloud setup will be owned by respective application owner, if VM is not available adue to any issue inside the VM/ OS/ application service, bidder should not be accountable for the same. Please confirm	Bidder's scope is restricted only to the Cloud Components, if any issue in Application / Database, which is not caused due to Cloud setup, then Bidder shall not be held accountable.
160	Page no. 23 / Section 5 / Clause no. 5.2 Service Level Agreement & Penalties	Server Connectivity (To Storage, Network and Backup) 99.95%	Bidder should not be accountable for any issue arising due to components not in scope/ control of the bidder	Bidder is responsible for the entire Cloud environment. However in case of any hardware failure, where the hardware is not under the O&M/not supplied, by bidder, then bidder shall not be held accountable for the failure.
161	Page no. 25 / Section 5 / Clause no. 5.3 Payments	Charges for Manpower provided after O&M Handover to the Existing DCO for 5 years from the date of successful completion of FAT	Manpower asked for 5 years post completion of 6 months of O&M. Please confirm the total project period. Is it total 5 years or 5years+6 months post FAT	See the changes in Revised RFP Document.
162	Page no. 38 / Section 7 / Price Bid	Cloud Management Solution ☑ As per the Scope of work, functional and Technical requirement, including all cable & accessories, Installation, testing and commissioning with 5 years warranty and onsite support. ☑ Inclusive of all the required hardware like (Server, Switch, LIU, etc.), Software (Cloud Management Software, Server Management Software, etc.) and necessary Licenses required to make the solution fully functional	We understand that following components would be part of this line item-cloud management solution: 1. Servers (based on sizing as mentioned on Page 21 with 4000 cores) 2. Cloud management Software 3. Virtualization software/ hypervisor licenses for all servers 4. Network and SAN Switches required for connectivity Passive cabling for above Please confirm	<u>Item: Cloud Management Solution</u> It Includes Supply, Installation, testing, commissioning of required Hardwares, Softwares, licenses, Cable & Accessories, Passive cabling (if any), etc. for successful implementation and running of the solution as per the SoW, Technical & Functional requirement of the RFP document. Note:Racks are not part of this item as separate line item for Server and Network Rack is already considered in price bid.
163	Page no. 38 / Section 7 / Price Bid	Cloud Management Solution ☑ As per the Scope of work, functional and Technical requirement, including all cable & accessories, Installation, testing and commissioning with 5 years warranty and onsite support. ☑ Inclusive of all the required hardware like (Server, Switch, LIU, etc.), Software (Cloud Management Software, Server Management Software, etc.) and necessary Licenses required to make the solution fully functional	Please confirm that OS licenses for creating VM instances, Antivirus or any other software is not in scope of bidder an will be provided by GIL/ respective owner while using the cloud infra/ services	Bidder needs to take into consideration that if anything is required for functioning of cloud Mnagement layer, then in that case bidder is responsible for providing the same
164	Page no. 10 / Section 2 / Scope of Work / Clause no. 2.1.1	Bidder is required to supply, install, configure, test and commission the required Hardware and software compute (inclusive of all active and Passive components and sub components) as per the technical and functional specification mentioned in the RFP document to successfully run the services envisaged.	Kindly provide more details on installation and commissioning of passive components and sub-components	It has been discussed and clarified in pre-bid meeting. This includes all the components as specified in the RFP Scope of Work.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
165	Page no. 10 / Section 2 / Scope of Work / Clause no. 2.1.3	The proposed solution should seamlessly integrate with, the existing GSDC Infrastructure. 2x10G FC uplinks from Network and SAN switch of the existing GSDC will provided to the bidder for integration of the cloud environment in co-ordination with existing DCO and composite Team of GSDC. The details of existing GSDC infrastructure is provided in the "Annexure-A" to this Document.	Kindly provide the existing Core LAN and SAN switch make, model and firmware version to check the compatibility	Core LAN Switch : CISCO nexus 7018 - firmware 6.2.16 Core SAN Switch : CISCO MDC 9513 - firmware 6.2.11
166	Page no. 10 / Section 2 / Scope of Work / Clause no. 2.1.7	The management layer should be built with redundancy	We believe that all the components of management layer should be configured with HA instance, kindly confirm	High Availability should be in-built in all the components of Cloud Management system (both hardware and software)
167	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.1.10	Successful deployment of 5 (five) applications identified by the DST/GIL on the proposed cloud environment or on completion of 4 months from the date of successfully completion of Point 'a' above, whichever is earlier.	We believe that bidder scope in final acceptance test(FAT) is limited till operating system level. Application testing would be performed by GIL team. Once 5 Application FAT is completed, sign -off will be given to bidder	Bidder has to coordinate and assist in the application migration, hosting and testing in the cloud environment to the department
168	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.2	On completion of O&M period bidder is required to hand over the entire operation and maintenance work to the DCO Team of GSDC/any other agency appointed by DST/GIL.	Kindly share the standard document framework if any for handover document	There is no standard Format right Now. However, bid needs to prepare the detailed checklist for handover in consultation with PM-SDC/DST/GIL.
169	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.3d	The bidder shall ensure that the Cloud Management portal is integrated with the existing helpdesk service of GSDC. The call logging should be done from the existing centralised helpdesk of DST/GIL and proceed towards resolution/closure within defined SLA.	Existing help desk tool should allow the support of API integration. Request GIL to check with existing helpdesk tool vendor and confirm about the supported API methods	As above Sr. No. 5.
170	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.3e	The bidder needs to prepare checklist which is to be used or filled by the various line departments / board / corporations for services that would be hosted or migrated in GSDC Cloud infrastructure.	Kindly confirm the Standard Format to be used or filled by the various line departments/board/corporations for services that would be hosted or migrated in GSDC Cloud infrastructure.	There is no standard Format right Now. However, Bidder is free to prepare a draft format and propose the same to PM-SDC/DST/GIL
171	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.3f	Bidder has to ensure that the application to be deployed does not disrupt the GSDC operations and affect other GSDC infrastructure in terms of performance and security.	Kindly share the application dependency details.	As above Sr. No. 59.
172	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.3g	Server Monitoring, Administration	A) Kindly confirm the existing backup device to used to storage the logs. B) Any Application level changes will be done by GIL team while hosting the new applications. Kindly clarify. C) Kindly share the SOP format to be used if any, else bidder will use its own format.	A) Backup Software: Please refer Sr. No. 49. B) Bidder has to assist the Application Development Team of user department for making any changes in application specifically for ensuring compatibility for hosting in Cloud Environment. C) SoP Format: Bidder needs to proposed the draft format, which will be approved by PM-SDC/DST
173	Page no. 12 / Section 2 / Scope of Work / Clause no. 2.2.3h	Backup and Restore Services	A) Kindly share the retention period and backup policy details of workload to be backed-up. B) Kindly Share the OS, DB, Application details of workload to be backed-up.	1) Retention period for all logs and Critical data is 2 years 2) This will be shared during design phase.
174	Page no. 12 / Section 2 / Scope of Work / Clause no. 2.2.3j	Training	Bidder offers the certification training of various OEMs. Kindly confirm if bidder can propose their own certification training to GIL.	Not Required.
175	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.1 and 2.2.2	On completion of O&M period bidder is required to hand over the entire operation and maintenance work to the DCO Team of GSDC/any other agency appointed by DST/GIL.	On completion of O&M period bidder is required to hand over the entire operation and maintenance work to the DCO Team of GSDC/any other agency appointed by DST/GIL. We request to specify the handover period	As above Sr. No. 36.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
176	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.3a	The bidder should ensure that any vulnerability or security advisory, as notified by CERT-IN or OEM should be fixed/complied as per SLA. The Bidder should regularly keep track of such notifications, and intimate concerned authority at GSDC and DST/GIL immediately.	a. The bidder should ensure that any vulnerability or security advisory, as notified by CERT-IN or OEM should be fixed/complied as per SLA. The Bidder should regularly keep track of such notifications, and intimate concerned authority at GSDC and DST/GIL immediately. We request to specify the frequency for VA, if any	Bidder has to fix all vulnerabilities and security advisories, as and when they are released by OEM/CERT-IN/NCIIPC...etc. Complying with security advisories has no dependency on VA.
177	Page no. 15 / Section 2 / Scope of Work / Clause no. 2.4. Key Deliverables	Key Deliverables	A) Will existing O&M Partner provide the required application achitecture & its dependency, Network architecture, logical & physical database design to plan the deployment? Please clarify. B) Kindly confirm the test cases of UAT/FAT	All relevant details will be shared during the Design Phase. Test Cases shall be based on the RFP Clauses and specific technical functionality testing.
178	Page no. 15 / Section 2 / Scope of Work / Clause no. 2.4. Key Deliverables	Key Deliverables	Bidder scope is limited to creation of virtual machines. Application / database installation will be done by existing support vendor / application vendor of GIL / line dept. Kindly confirm.	Bidder's scope covers the entire cloud environment
179	Page no. 15 / Section 2 / Scope of Work / Clause no. 2.4. Key Deliverables	Key Deliverables	Existing O&M Partner will provide the required application architecture & its dependency, Network architecture, logical & physical database design to plan the deployment. Kindly confirm the test cases of UAT/FAT and ownership for specific task.	As above Sr. No. 177.
180	Page no. 15 / Section 2 / Scope of Work / Clause no. 2.4. Key Deliverables	Key Deliverables	Bidder scope is limited to creation of virtual machines. Application / database installation will be done by existing support vender of GIL, kindly confirm on any integration / application testing with live test cases / infrastructure expansion on existing devices with deliverables.	As above Sr. No. 178.
181	Page no. 15 / Section 2 / Scope of Work / Clause no. 2.4. Key Deliverables	Key Deliverables	If Bidder scope includes P2V / V2V migration of workloads, Kindly share below details for migration:- 1.) Application details with version 2.) OS / DB details with version 3.) OS / DB / Application cluster details 4.) End of support hardware and software details 5.) Application details with categorization of production, development and test 6.) Application details with categorization of business critical / non -critical 7.) Application dependency details 8.) Kindly confirm replication bandwidth available 9.) Kindly share the details of existing backup solution version, backup device (disk / tape) and currently available License type (Capacity based / Client-Server based). In case of client-server licenses type, separate licenses are for virtualized environment.	Bidder's scope covers the entire cloud environment. Application Platforms include : .NET, JAVA, SAP, PHP...etc Database Platforms include : MS SQL, ORACLE, MySQL...etc OS Platforms include : Windows Server (2008,2012,2016), Unix, Red Hat Linux, CentOS, HP Unix. Details of Backup solution is provided in Anenxure A and also refer response to Sr.No.49
182	Page no. 15 / Section 2 / Scope of Work / Clause no. 2.4. Key Deliverables	Key Deliverables	Operation manuals scope is limited to solution components proposed by bidder. Please clarify.	Manuals are limited to the components in the Cloud Environment

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
183	Page no. 20 / Section 2 / Functional & Technical Requirement	Functional Requirement	<p>A) Kindly confirm what parameters need to be monitored for application category. Proposed Cloud Management will monitor the underlying infrastructure Server, Storage, network and virtual machines.</p> <p>B) Kindly share the resource allocation (vCPU, vRAM, vHDD) details for hosting the applications.</p> <p>C) Kindly confirm the list of databases, webservices & application which needs to be virtualized.</p> <p>D) Kindly share the details of existing patch management tool.</p> <p>E) Can bidder use existing patch management tool to update the OS patches and pushing the updates centrally to virtual machines?</p>	<p>1) The Resource utilization (server, storage, network..etc) of Application in cloud environment should be monitored and alerts to be generated when a threshold violation occurs</p> <p>2) Resource allocation shall be different for different workloads, it will not be one size fits all</p> <p>3) Refer response to Sr.No.183</p> <p>4) Microsoft WSUS is being used for windows patching</p> <p>5) Bidder can use the existing WSUS for windows patching</p>
184	Page no. 21 / Section 2 / Functional & Technical Requirement / 4.2 Technical Specification	Technical Specification (A)- Cloud Solution	We request GIL to confirm each Virtual machines average resource level details like vCPU, vRAM, vHDD, IOPS	Resource allocation shall be different for different workloads, it will not be one size fits all
185	Page no. 21 / Section 2 / Functional & Technical Requirement / 4.2 Technical Specification	Technical Specification (A)- Cloud Solution	<p>A) Hope given cumulative compute capacity includes the resource capacity required by Cloud Management components, HA, Different cluster overhead. It is advisable to create the different cluster as per workload.</p> <p>B) Hope UAT / FAT setup will be done on the proposed solution infra. There is no separate infra. to be proposed for UAT/ FAT setup</p>	<p>Bidder should ensure adequate compute capability is provided to support the Cloud Management Components.</p> <p>The FAT will be done on the entire Cloud Infrastructure delivered, Installed and commissioned by the bidder</p>
186	Page no. 21 / Section 2 / Functional & Technical Requirement / 4.2 Technical Specification	Technical Specification (A)- Cloud Solution - Physical Server Capacity	<p>A) Disk space : 900GB HDD is available with 10K RPM speed, request to change the specifications.</p> <p>B) Network Connectivity : Kindly confirm the per blade chassis bandwidth in case bidder is proposing the blade solution. Hope Core LAN uplink type will be 10G Optical</p> <p>C) Storage Connectivity : Should we quote the single HBA card with 2 ports or we need to quote the 2 HBA cards each with single port</p>	<p>A) & B) Please refer response to Sr.No.8 & 136.</p> <p>C) Each HBA card should have 2ports</p>
187	Page no. 21 / Section 2 / Functional & Technical Requirement / 4.2 Technical Specification	Technical Specification	<p>Volume allocation from existing EMC VMAX 200 to hypervisor nodes will be done by existing support vendor of GIL / EMC.</p> <p>Any changes on Security infrastructure will be done by existing support vendor of GIL/ respective Security Infra OEMs.</p>	<p>Storage allocation from existing storage will be done by the GSDC O&M Vendor.</p> <p>Configuration changes in existing security hardware shall be done by the GSDC O&M Vendor.</p>
188	Page no. 23 / Section 5 / Clause no. 5.2 Service Level Agreement & Penalties	Server Availability (including the Virtualization Layer and OS, if any, running on it)	Hope 99.95% Server availability is including the virtualization layer only. One cannot predict Guest Operating system startup / loading time. Please clarify	Server Availability refers to the availability of Sever Hardware (if supplied by the bidder), Hypervisor, and Operating System (if supplied by bidder or if used for hosting VM/hypervisor).
189	Page no. 23 / Section 5 / Clause no. 5.2 Service Level Agreement & Penalties	Server Connectivity (To Storage, Network and Backup)	Server connectivity to storage will be jointly checked by bidder & existing storage & backup support partner.	GSDC shall be responsible upto the uplink provided from GSDC's SAN Switch. Beyond, that it will be Bidder's responsibility to monitor and check the connectivity within the Cloud environment.
190	Page no. 24 / Section 5 / Clause no. 5.2 Service Level Agreement & Penalties	Cloud Solution SLA & Penalties - Uptime of Cloud Solution	<p>A) Please elaborate on expectation on uptime of Cloud Solution.</p> <p>B) As Storage & Backup solution component are not proposed by bidder, how overall uptime will be calculated at Infra., VM, Cloud Solution level.</p>	See the changes in Revised RFP Document.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
191	Page no. 40 / Annexure A	Annexure A: Details of Existing GSDC Infrastructure	Kindly confirm the information on below components: 1) Storage capacity available 2) VTL capacity available for Backup 3) Backup licenses available In case at the time of implementation, if above resources are not available, the time required for GIL/DST to arrange the resources should be excluded from overall Project schedule timeline.	As above Sr. No. 172. Further bidder will not be held accountable for delay on account of DST/GIL
192	Page no. 23 / Section 5 / Clause no. 5.2 Service Level Agreement & Penalties	Implementation Timeline & Penalties.	We request that Cumulative Penalty levied under this clause 5.1 should be capped to max. 5% of the total value mentioned in Schedule-I of the Price Bid.	See the changes in Revised RFP Document.
193	Page no. 23 / Section 5 / Clause no. 5.2 Service Level Agreement & Penalties	Service Level Agreement & Penalties	We request that Cumulative Penalty levied under this clause 5.12 should be capped to 10% of Quarterly Payable amount.	As per RFP Document.
194	Page no. 25 / Section 5 / Clause no. 5.1.1 payment schedule	<p>Payments</p> <p>5.1.1 Payment Schedule</p> <p>Schedule-I</p> <p>1) Delivery of all components (Hardware, Software, Licenses, etc.) at GSDC, Gandhinagar - 40% of the sum total of schedule I of financial bid</p> <p>2) Successful installation, Testing, Integration, Commissioning - 25% of the sum total of schedule I of financial bid</p> <p>3) Successful completion of training & Final Acceptance test of entire solution - 20% of the sum total of schedule I of financial bid</p> <p>4) Balance 15% Payment - 15% of the sum total of schedule I of financial bid to be divided and paid in 20 equated quarterly instalments</p>	<p>We request to modify payment terms of Schedule-I as:</p> <p>1) 70% of the sum total of schedule-I of financial bid on Delivery of all components (Hardware, Software, Licenses, etc) at GSDC, Gandhinagar</p> <p>2) 20% of the sum total of schedule-I of financial bid on Successful installation, Testing, Integration, Commissioning.</p> <p>3) 10% of the sum total of schedule-I of financial bid on Successful completion of training & Final Acceptance test of entire solution.</p> <p>(Rationale for modification - As per current terms, Balance 15% payment to be divided and paid in 20 EQI will lead to Revenue recognition issues in bidders books of accounts. Alternatively, we propose to keep a separate Schedule for AMC / Warranty cost & same is paid in 20 equated quarterly installments)</p>	See the changes in Revised RFP Document.
195	Page no. 38 / Section 7 / Price Bid	PRICE BID	<p>We request below modification in the Price Bid Schedule:</p> <p>1) Keep separate line item for Implementation in Schedule-I as this will attract different tax & penalties</p> <p>2) Keep a separate Schedule for 5 years AMC / Warranty and onsite support</p>	See the changes in Revised RFP Document.
196	Page no. 35 / Section 6 / Instruction to the Bidders/ Clause no. 36	Limitation of Liability	<p>To make the contract feasible and commercially viable - Liability under this RFP should be limited as stated in the below clause:</p> <p>The maximum aggregate liability of each party under this proposal for any claim or series of claims regardless of the form of claim, damage and legal theory shall not exceed the Annual Contract Value of the proposal.</p> <p>Neither party shall be liable for any indirect, special, punitive, exemplary, speculative or consequential loss or damage.</p>	As per RFP Document.
197	Page no. 8 / Section 1 / Project Profile/ Clause no. 1.3	(i.e. in the extended area of GSDC approximately 1400 sq. ft./space of approx. 20 Racks). Physical Infrastructure work is already completed at the extended area of GSDC.	We required the details of cooling, power supply, floor (tiles) weight in order to accommodate the proposed infrastructure.	Extended GSDC Area is equipped with sufficient cooling, power supply & weight bearing tiles.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries																																												
	Page No. / Section No. / Clause No.	Tender Description																																														
198	Page no. 10 / Section 2 / Scope of Work / Clause no. 2.1.3	The proposed solution should seamlessly integrate with, the existing GSDC Infrastructure. 2x10G FC uplinks from Network and SAN switch of the existing GSDC will provided to the bidder for integration of the cloud environment in co-ordination with existing DCO and composite Team of GSDC. The details of existing GSDC infrastructure is provided in the "Annexure-A" to this Document	Please provide the License details of existing SAN Core Cisco 9513 Switch as it may not be compatible with other proposed solution like Brocade etc.	<table border="1"> <thead> <tr> <th>Feature</th> <th>Default License Count</th> </tr> </thead> <tbody> <tr><td>--</td><td></td></tr> <tr><td>IOA_184</td><td>0</td></tr> <tr><td>XRC_ACCL</td><td>-</td></tr> <tr><td>IOA_SSN16</td><td>0</td></tr> <tr><td>DMM_184_PKG</td><td>0</td></tr> <tr><td>FM_SERVER_PKG</td><td>-</td></tr> <tr><td>MAINFRAME_PKG</td><td>-</td></tr> <tr><td>ENTERPRISE_PKG</td><td>-</td></tr> <tr><td>DMM_FOR_SSM_PKG</td><td>0</td></tr> <tr><td>SAN_EXTN_OVER_IP</td><td>0</td></tr> <tr><td>SME_FOR_SSN16_PKG</td><td>0</td></tr> <tr><td>PORT_ACTIVATION_PKG</td><td>0</td></tr> <tr><td>SME_FOR_IPS_184_PKG</td><td>0</td></tr> <tr><td>STORAGE_SERVICES_184</td><td>0</td></tr> <tr><td>SAN_EXTN_OVER_IP_18_4</td><td>0</td></tr> <tr><td>SAN_EXTN_OVER_IP_IPS2</td><td>0</td></tr> <tr><td>SAN_EXTN_OVER_IP_IPS4</td><td>0</td></tr> <tr><td>SAN_EXTN_OVER_IP_SSN16</td><td>0</td></tr> <tr><td>STORAGE_SERVICES_SSN16</td><td>0</td></tr> <tr><td>10G_PORT_ACTIVATION_PKG</td><td>0</td></tr> <tr><td>STORAGE_SERVICES_ENABLER_PKG</td><td>0</td></tr> </tbody> </table>	Feature	Default License Count	--		IOA_184	0	XRC_ACCL	-	IOA_SSN16	0	DMM_184_PKG	0	FM_SERVER_PKG	-	MAINFRAME_PKG	-	ENTERPRISE_PKG	-	DMM_FOR_SSM_PKG	0	SAN_EXTN_OVER_IP	0	SME_FOR_SSN16_PKG	0	PORT_ACTIVATION_PKG	0	SME_FOR_IPS_184_PKG	0	STORAGE_SERVICES_184	0	SAN_EXTN_OVER_IP_18_4	0	SAN_EXTN_OVER_IP_IPS2	0	SAN_EXTN_OVER_IP_IPS4	0	SAN_EXTN_OVER_IP_SSN16	0	STORAGE_SERVICES_SSN16	0	10G_PORT_ACTIVATION_PKG	0	STORAGE_SERVICES_ENABLER_PKG	0
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199	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.1.10	DST/GIL or its authorised representative will conduct the Final Acceptance Test (FAT). FAT shall be considered completed successfully upon completion of: - a) All the required activities like supply, installation, testing, commissioning of the proposed solution as per the RFP/Contract agreement b) Successful deployment of 5 (five) applications identified by the DST/GIL on the proposed cloud environment or on completion of 4 months from the date of successfully completion of Point 'a' above, whichever is earlier.	Request to provide list of applications please and details of platform of same pls.	As above Sr. No. 4.																																												
200	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.3 d.	The bidder shall ensure that the Cloud Management portal is integrated with the existing helpdesk service of GSDC. The call logging should be done from the existing centralised helpdesk of DST/GIL and proceed towards resolution/closure within defined SLA.	Query: Request to provide information on the existing helpdesk tool used and help clarify if the same supports RESTful API	As above Sr. No. 5.																																												
201	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.3 g.	Operating system administration, including but not limited to management of users, processes, resource contention, preventive maintenance and management of updates & patches to ensure that the system is up to date.	Please provide clarity whether a bidder has to provide support for cloud solution or OS.	Bidder has to provide support to the entire Cloud environment.																																												
202	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.3 h	Backup and Restore Services	Please share the details of backup software as the existing software should define policy in the RFP	As above Sr. No. 172.																																												

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
203	Page no. 18 / Section 3 / Eligibility Criteria / Clause no. 9	OEMs of proposed solution (Cloud solution only) should be in the latest available Gartner Magic Quadrant	The definition and criteria of Gartner Magic Quadrant is focussing more for the Public Cloud and not for Private cloud. As the Gujarat SDC is proposed to be a private cloud solution, this criteria is requested to be reconsidered. "Request to re-consider and remove this clause. The only relevant third party report to this is with focus on private cloud is IDC report. Hence suggest to include more OEM as this will give better & competitive alternative to bidders for Cloud system management software.	As above Sr. No. 1.
204	Page no. 20 / Section 4 / Functional & Technical Requirement / Clause no. 4.1.6	The Solution should allow role based access for auditing, monitoring, metering etc.	Clarification on metering Request to be reworded as "The Solution should allow role based access for auditing, monitoring, showback etc." as metering is related to the chargeback and billing which may not be required for SDC set-up.	As above Sr. No. 3.
205	Page no. 21 / Section 4 / Functional & Technical Requirement / Clause no. 4.2.A	2 x 900GB SAS/SCSI with 15k rpm or more	We request to change 120 or 240GB SATA SSD x 2, SSD has lower power consumption compare to 15K RPM DISK and internal disk only use for Hypervisor OS	As above Sr. No. 8.
206	Page no. 21 / Section 4 / Functional & Technical Requirement / Clause no. 4.2.A	Clock Speed - 2.4 Ghz	Highest CPU in x86 22 Cores 2.2 Ghz, 22 Core will help to reduce total Nos of server for 4000 Core Sizing & Rack Space, Change to Speed to 2.2 Ghz Minimum	As above Sr. No. 7.
207	Page no. 21 / Section 4 / Functional & Technical Requirement / Clause no. 4.2.A	Network Connectivity: Should have Minimum 4 interface of 10G port Storage Connectivity: Should have Min. 2x8G FCoE/HBA cards	Network Connectivity we should Keep 10G x 4 Ports dedicated only for LAN & FC Connectivity 8G FC HBA Dual Port x 1 Dedicated only for SAN,	As per RFP Document.
208	Page no. 25 / Section 5 / SLA, Penalties & Payment Terms / Clause no. 5.3	40% of the sum total of schedule I of financial bid	70% of the sum total of schedule I of financial bid we request to amend to 70%	See the changes in Revised RFP Document.
209	Page no. 17 / Section 3 / Eligibility Criteria / Clause no. 5	ONE project with minimum size of 250 Core of Cloud implementation (Setting up and O&M) in India	we request to the reduce no of core by 100 core instead of 250 core as cloud technology fairly new in industries	As per RFP Document.
210	Page no. 7 / Section 1 / Project Profile	Gujarat State Wide Area Network (GSWAN)	Request please provide a Network diagram/logical architecture of GSWAN	Not relevant for the cloud RFP.
211	Page no. 8 / Section 1 / Project Profile	Under Up gradation Project Entire Network and Security components are also being upgraded	Do this up gradation considers Network connectivity and security infrastructure also to the Cloud enabled Infra this RFP seeks to be implemented? Or NW connectivity (LAN and WAN to GSDC existing Infra) and security solution for proposed Cloud enabled infra is part of scope for bidder in this RFP? if we propose to use existing Security solution, do we need to provide license count required or licenses can be provided as need be later?	GSDC's network and security infrastructure has been upgraded, Bidder shall extend it to the cloud environment. Bidder's scope is only limited to cloud environment, LAN/WAN Connectivity with GSDC is already available. Bidder can use the existing security solution, license for Antivirus & Host based IPS is already available with GSDC.
212	Page no. 8 / Section 1 / Project Profile	Physical Infrastructure work already completed at extended GSDC area fro cloud Infra	Is the works completed include Network and power cabling? Will Network be deployed and if yes, by what time line?	Bidder shall be responsible for all network and FC Cabling within the IT Infrastructure supplied by them. GSDC will provide network & FC uplinks from GSDC's core network & fabric switch. GSDC shall also provide Electrical cabling upto rack level. Bidder has to provide necessary sockets, cables...etc., to connect the IPDU & devices for power supply.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
213	Page no. 8 / Section 1 / Project Profile	Proposed Network Architecture (Diagram)	Is the connectivity between "Proposed Cloud Infra" and server farms and Backup" in existing Infra already available? If yes, what is the connectivity bandwidth and what are connectivity details? Is it FC-IP-FC or FC-FC fro storage? If the connectivity is required to be provided by the bidder as a part of SoW advises on a specific connectivity option for storage connectivity from Cloud Infra (like FC-FC or FC-IP-FC?_)	GSDC shall provide uplink from existing GSDC network switch and SAN Switch. The connectivity for SAN will be FC-FC
214	Page no. 8 / Section 1 / Project Profile	Proposed Network Architecture (Diagram)	Is the SoW include providing connectivity separately to Internet cloud and GSWAN Network or the existing connectivity will eb utilized via the current DC Network Infra? Is thee existing Network Scalable and expandable to accommodate load of Proposed Cloud Infra?	The cloud Infra shall be logically separate from the existing infra. Existing Infra is scalable.
215	Page no. 8 / Section 1 / Project Profile	Proposed Network Architecture (Diagram)	Is there any security solution to be built and to bed deployed as a part of proposed Cloud enabled Infra and if yes, what are the requirements? Or can we use existing solution/ tools given in annexure?	Bidder can use the existing security solution. Bidder is responsible for integration of existing security solution with cloud environment with the close cordination with Existing DCO, Composite Team SDC with guidance of PM SDC
216	Page no. 10 / Section 2 / Scope of Work	bidder should include all the necessary components (hardware, software, licenses, etc.) to enable the GSDC for providing IaaS from the day one	are Operating System Licenses are part f the Scope? If yes, how many; licenses and what flavours (e.g. MS Windows, Linux etc.) or is the scope limited to providing only Cloud and virtualization SW suite? Any additional Middleware required to eb provide as part of SoW like Monitoring tools arc.?	As above Sr. No. 163.
217	Page no. 10 / Section 2 / Scope of Work	O&M for a period of Six Months from the date of successful completion of Final Acceptance Test (FAT), followed by handover to the existing Data Center Operator of GSDC appointed by the DST, GoG.	After implementing the Cloud Enabled Infra, further for 6 months, Successful bidder will manage the set up . If the Cloud Infra has to be handed over to existing DC Operator after 6 months, what is the scope of bidder for 5 years O&M support? Is it only to provide the resources asked for and will they be working under existing DC Operator who will take over afar 6 months? and the TWO resources sought will be working in one shift only, a as we understand	Post Handover : please refer brief Responsibility of these two resources defined on the page no. 14 of RFP document. Working shift: please refer Sr. no. 153
218	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.1.13	The bidder is required to provide back to back OEM support (24 x 7 x 365 days) for the period of 5 years	Is remote support from IOEM acceptable to optimize support cost? Similarly can successful bidder propose man power deployment during normal work hours and remote support after hours? Or is 24x7x365 on site team to be deployed? If yes, 4 resources may not be enough to support 24x7 and can we propose more resources?	OEM Support: onsite, However DST/GIL may allow Remate support from OEM on case to case basis after Completion of O&M period of Six Months. Resources: Resources defined in the RFP document is Minimum required dedicated onsite resources, however bidder is free to provide extra qualified, qualitative resources for complying with the SLA terms and condition without any additional cost to the tenderer.
219	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.3b	Hosting of various departmental application on Cloud infrastructure as per the direction of DST/GIL	The Cloud Infra Implementing agency shall facilitate hosting the applications. Is our understanding correct? Cloud Infra is provisioned and managed only and sizing requirements and deploying application modules and supporting application are not in scope of the Cloud Infra implementing Agency, we understand	Bidder is responsible for the entire Cloud environment and facilitating departments in hosting application on Cloud.
220	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.3 d.	The bidder shall ensure that the Cloud Management portal is integrated with the existing helpdesk service of GSDC.	Request pleas provide details of existing helpdesk solution and service and p[rocess to understand and proposed a smoother integration	As above Sr. No. 5.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
221	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.3f	Bidder has to ensure that the application to be deployed does not disrupt the GSDC operations and affect other GSDC infrastructure in terms of performance and security	This is an application dependency too. This requirement can be met in general, but if depends on application architecture, design , performance and impact the cloud enablement Infra provider can seek exception in those scenarios. Is this understanding correct?	As per RFP Document.
222	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.3g	Server Monitoring and Administration	Please clarify (1) Server Monitoring is limited to only Servers deployed as part of Cloud enabled Infra (2) Operating system deployments only in Cloud Enabled Infra (3) which OS flavours and versions? (4) resources that are not part of Cloud enabled infra like disk space etc. only to the extent they are attached and assigned as resourced to cloud infra (5) what is the log backup policy in terms of periodicity and retention times? (6) Identification, diagnosis and resolution of problems in applications can not be part of scope as these are external to cloud enabled infra and Cloud Infra service provider will not have a view of applications (7) SoPs (standard Operating Procedures related tasks limited to only Cloud enabled Infra	Server monitoring & administration and SOPs are limited to only those components which are in the cloud environment. Log retention period is 2 years.
223	Page no. 12 / Section 2 / Scope of Work / Clause no. 2.2.3h	Backup and Restore Services	Is providing a backup solution part of the SoW or existing backup (Request details of current backup solution and backup devices) solution to be used? Are the current backup policies and Data retention policies possibly demand the tasks to be executed in off shift times? If so, resources may have to be planned to cater to these needs	As above Sr. No. 49.
224	Page no. 12 / Section 2 / Scope of Work / Clause no. 2.2.3i	MIS Reports	are tools to generate these MIS reports be proposed as apart of solution in this RFP or any tools currently existing and used in GSDC can be utilized?	The Proposed Cloud Solution should have functionality of generating MIS Reports. Bidder can also leverage the existing GSDC EMS Tools, to complement the reports generated by Cloud solution.
225	Page no. 13 / Section 2 / Scope of Work / Clause no. 2.2.4	Bidder should deploy the minimum required team.....	This team of 4 resources is only for 6 months period after FAT and Go Live. Is our Understanding Correct? and after 6 months two resources sought in "Support: Post O&M" be provided. Is our understanding correct?	As above Sr. No. 218.
226	Page no. 14 / Section 2 / Scope of Work / Clause no. 2.3	DCO Team	Request please provide some information and details of Helpdesk, SIEM, EMS, Security Solution currently in use and need to be integrated with proposed Cloud enabled Infra (information relevant and needed to successful integration)	As above Sr. No. 5, 96 and Annexure-A
227	Page no. 15 / Section 2 / Scope of Work / Clause no. 2.4. Key Deliverables	3. Installation and Commissioning	Please provide clarity on Application Architecture, Logical and Physical Database design. These two are not part of Cloud enabled Infra and what information w.r.t these two deliverables expected?	As above Sr. No. 39.
228	Page no. 15 / Section 2 / Scope of Work / Clause no. 2.4. Key Deliverables	4. FAT	Deployment of 5 identified Applications". What is the criteria for successful FAT completion and sign off? The dependency is on Application Architecture and design of which the Cloud Infra provider do not have/ will not have knowledge or information and dependencies and application related aspects may impact FAT. Hence request the FAT completion and sign off be limited to cloud enabled infra part only and not related to any application related constraints or issue=us	As per RFP Document.
229	Page No. 17 / Section 3 / Eligibility Criteria / Clause No. 2	Bidder should be an established SI and should have been engaged in setting up of operations and maintenance of data center and Network for a period of at least last 5 years	Request please allow a CA signed Self certificate by company in case the Purchase order copies or client certificates can not be provided due to Non Disclosure Agreements (NDA)	As per RFP Document.
230	Page No. 17 / Section 3 / Eligibility Criteria / Clause No. 3	Annual Turnover of at least Rs. 25 Crores.....during each of last three financial years as on 31st March 2016.	Request Please revise this criteria to Average An average annual turn over of 25 Crores in last three Financial years	Agreed. See the changes in Revised RFP Document.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
231	Page No. 17 / Section 3 / Eligibility Criteria / Clause No. 5	ONE project with minimum size of 250 Core of Cloud implementation (Setting up and O&M) in India	Request please revise this Criteria and allow ONE project with minimum 250 Cores Cloud implementation (Setup and O&M) in India or globally/ Aloes please allow a CA signed certificate from Bidder in case the PO can not be provided due to Non disclosure agreement with current client	See the changes in Revised RFP Document. Bidder needs to provide the work completion certificate or copy of work order. CA Signed certificate is not allowed.
232	Page no. 21 / Section 4 / Functional & Technical Requirement / Clause no. 4.2.A	Cumulative Compute capacity: Physical 4000 CPU Core	Is the cumulative capacity to be architected in any minimum no. of physical servers /Physical CPU chips? Or Servers with any no. of CP/ Max CPU Chip (e.g. Dual CPU, Quad CPU)s available and Max cores available(e.g. dual Core, quad core, Octa Core etc.) ina CPU chip acceptable?	As above Sr. No. 148.
233	Page no. 21 / Section 4 / Functional & Technical Requirement / Clause no. 4.2.A	Physical server capacity	Is there any scalability to a max value defined fro sever like how many Network interfaces, FC interfaces etc. the server should max scale up to?	Minimum requirement Already defined in the RFP
234	Page no. 21 / Section 4 / Functional & Technical Requirement / Clause no. 4.2.A	Rack Space	successful bidder can utilize max 50% area of Physical space. Does that also mean 50% of no. of Racks only can be utilized by successful bidder(of 20 Racks)?	As above Sr. No. 41.
235	Page no. 23 / Section 5 / Clause no. 5.1 Implementation Timeline & Penalties	#3 Installation and commissioning T2=T1+2 weeks	Request please revise the time line fro this task to T2=T1+ 4 weeks as the setup be redied with all applications for FAT and Infra to be tested and qualified for readiness	Agreed. See the changes in Revised RFP Document.
236	Page no. 23 / Section 5 / Clause no. 5.2 SLA & Penalties	1. server Availability and 2.Server Connectivity	Please confirm the impact of any failures, issues and non availability of resources like Power, Building functions, any technology and devices and support on existing GSDC infra side and in GSWAN and Internet functions, Building Cabling in Electrical and networking, Neon availability of	The Bidder shall be responsible only for the Cloud environment and the related components only. Power, cooling, building, internet...etc., shall be responsibility of existing GSDC O&M Vendor.
237	Page no. 24 / Section 5 / Clause no. 5.2 SLA & Penalties	c() Other Service Levels and Penalties: #5 Security Breach	This is limited to Security breeches in Cloud enabled Infra only, we understand. Please clarify. Any origin of breach in Infrastructure, operations and processes beyond cloud enabled infra is excepted from this SLA measurement. Is the Security solution to be provided by Bidder or to use existing Security solution?	Security breach is limited to any breach happening within the Cloud Environment. No Change in the penalty. Bidder can use the existing Security Solution.
238	Page no. 25 / Section 5 / Clause no. 5.2 SLA & Penalties	Security breach will include but not limited to.....	The scope covers end to end Security Architecture implementation. Do we require to proposed a end to end security solution with all required components of solution with HW and SW? If Cloud enabled Infra provider utilised the Security solution already deployed and managed by a existing GSDC team, it may be beyond the cloud infra provider SLA	As above Sr.No.237 & Sr.No.215.
239	Page no. 25 / Section 5 / Clause no. 5.3 Payments	Schedule 1 Items #1-item #3	Request revise payment percentages from 40%,25%,20%,15% to 70^,2% And 10% for activity #,#2 and #3. Request please exclude any capex to be paid in O&M phase or after O&M phase (5 years) as Bidder is already required to proviormance Bank Guranteede 10% Perf	See the changes in Revised RFP Document.
240	Page no. 3 / Important Dates	Bid Due Date 15.03.2017 till 1500 Hrs	Request please extebnd due date for submission by another 2-3 weeks from the current due date as it would take time to get reossl in all aspects along wth an OEMsponses fro Pre Bid queries and also to deliver a best pro	See the changes in Revised RFP Document.
241	General	General	Request please allow sub-conctracting for delivering job scope like Cabling, passive compoenet installation, Racking and Stacking any civil wokrds e and also fro deployinh resources tc	As per RFP Document.
242	General	General	Co2 memebers to participate in bid to bring best of the breed solution and capabilities in deleivering the solutionplease allow consotium ofnsider	As per RFP Document.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
243	Page no. 18 / Section 3 / Eligibility Criteria / Clause no. 9	OEMs of proposed solution (Cloud solution only) should be in the latest available Gartner Magic Quadrant AND OEM of the Proposed solution (Server only) should be in the Leadership quadrant in the latest available Gartner Magic Quadrant	OEMs of proposed solution (Cloud solution only) should be in the latest available Gartner Magic Quadrant AND OEM of the Proposed solution (Server only) should be in the Leadership quadrant in the latest available Gartner Magic Quadrant / TOP 5 IDC Brand. We request incorporating TOP 5 IDC Brands to ensure maximum participation as everybody doesn't follow Gartner Magic Quadrant neither are registered with them. Thus, in view of same we request to consider TOP 5 IDC Brands for SERVER at least.	As above Sr. No. 1 & 2.
244	Page no. 3 / Section 1 / Project Profile / Clause no. 1.3. Way Forward	It is in this context, DST/GoG has envisaged to implement a cloud based service Delivery model at the GSDC, Gandhinagar (i.e. in the extended area of GSDC approximately 1400 sq. ft./space of approx. 20 Racks). Physical Infrastructure work is already completed at the extended area of GSDC.	We understand that, ready to install data centre with required space, UPS Power and cooling will be provided by DST/GoG. Please confirm.	Yes, Physical Infrastructre is ready
245	Page no. 10 / Section 2 / Scope of Work / Clause no. 2.1.3	2.1.3 The proposed solution should seamlessly integrate with, the existing GSDC Infrastructure. 2x10G FC uplinks from Network and SAN switch of the existing GSDC will provided to the bidder for integration of the cloud environment in co-ordination with existing DCO and composite Team of GSDC. The details of existing GSDC infrastructure is provided in the "Annexure-A" to this Document.	Is Supply of SAN switches & storage are in bidder's scope of work? Please confirm.	The Bidder has to provide adequate network and SAN Switches (in High Availability) for interconnecting the Cloud Infrastructure supplied by them, all the supplied components should support 10G. GSDC will provide uplink for connecting these network and SAN Switches with existing GSDC Network. Adequate ports are available in GSDC's switches. 2) For Storage: Please refer Sr. no.6
246	Page no. 10 / Section 2 / Scope of Work / Clause no. 2.1.4	2.1.4 The bidder should provision the required hardware and software components which include Cloud Management Software, Cloud Management Server, Virtualization Layer, Servers, Physical Server management Module, Networking components like LIU, L2/L3 switch, SAN Switch, etc. with appropriate licenses perpetual for life.	Please provide detail clarification • Whether bidder has to supply any backup software licenses (Backup solution) with required tape library? OR Existing will be used. • Whether bidder has to supply any security/network devices like IPS, Firewall, load balancer etc.? OR Existing will be used. • Whether bidder has to supply Antivirus solution and HIPS? OR Existing will be used. • Whether bidder has to supply any OS licenses?	As above Sr. No. 49 & 215.
247	Page no. 10 / Section 2 / Scope of Work / Clause no. 2.1.4	2.1.4 The bidder should provision the required hardware and software components which include Cloud Management Software, Cloud Management Server, Virtualization Layer, Servers, Physical Server management Module, Networking components like LIU, L2/L3 switch, SAN Switch, etc. with appropriate licenses perpetual for life.	We understand that, required internet and Intranet connectivity will be provided by DST/GoG. Please confirm.	Yes
248	Page no. 12 / Section 2 / Scope of Work / Clause no. 2.2.3j	The bidder needs to provide a comprehensive, on-site training on deployed cloud solution to the 10 member's team nominated by DST/GIL, GoG.	We understand that, IT infra and space for Training will be provided by DST/GoG. Please confirm.	Physical space for training will be provided by the DST/GIL. Bidder is responsible of bringing all other required equipment /hardware, course material etc.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
249	Page no. 25 / Section 5 / Clause no. 5.2 SLA & Penalties	<ul style="list-style-type: none"> The security breach will include but not limited to successful penetration of any Virus, Trojan, malwares, zero-day attacks, intrusion, Denial of Service Attacks, ...etc., up to the Server level. In case of any compromise of data due to the Security Breach then double penalty will be levied (this will not be counted within the maximum penalty cap limit). 	Whether bidder has to supply any security devices / solution to protect against Virus, Trojan, malwares, zero-day attacks, intrusion, Denial of Service Attacks etc?	As above Sr. No. 215.
250	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.1	2.2.1 Bidder shall be responsible for operation and maintenance of the cloud infrastructure for the period of 6 (six) months commencing from the date of successful completion of FAT. 2.2.2 On completion of O&M period bidder is required to hand over the entire operation and maintenance work to the DCO Team of GSDC/any other agency appointed by DST/GIL	If these two clause have to read in conjunction, the duration of contract becomes unclear. Kindly confirm the duration of contract with SI.	See the changes in Revised RFP Document.
251	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.2.13	2.1.13 The bidder is required to provide back to back OEM support (24 x 7 x 365 days) for the period of 5 years from the date of successful completion of FAT. The entire deployed solution should be covered under the back to back OEM warranty till successful completion of FAT.	If these two clause have to read in conjunction, the duration of contract becomes unclear. Kindly confirm the duration of contract with SI.	As above Sr. No. 250.
252	Page no. 25 / Section 5 / Clause no. 5.3 Payments	<p>Schedule-I</p> <p>1 Delivery of all components (Hardware, Software, Licenses, etc.) at GSDC, Gandhinagar : 40% of the sum total of schedule I of financial bid</p> <p>2 Successful installation, Testing, Integration, Commissioning : 25% of the sum total of schedule I of financial bid</p> <p>3 Successful completion of training & Final Acceptance test of entire solution :20% of the sum total of schedule I of financial bid</p> <p>4 Balance 15% Payment :15% of the sum total of schedule I of financial bid to be divided and paid in 20 equated quarterly instalments</p>	<p>Kindly modify the payment terms for better cash flow for the project as follows.</p> <p>Schedule-I</p> <p>1 Delivery of all components (Hardware, Software, Licenses, etc.) at GSDC, Gandhinagar : 50% of the sum total of schedule I of financial bid</p> <p>2 Successful installation, Testing, Integration, Commissioning : 25% of the sum total of schedule I of financial bid</p> <p>3 Successful completion of training & Final Acceptance test of entire solution :25% of the sum total of schedule I of financial bid</p>	See the changes in Revised RFP Document.
253	Page no. 29 / Section 6 / Instruction to the Bidders/ Clause no. 11.8	11.8 Offered price should be exclusive of all applicable taxes. Bidder should mention & upload the applicable taxes such as Excise, Sales Tax, Service Tax, Octroi (If applicable), Packing/ Forwarding, Insurance, FOR destination (anywhere in the Gujarat state) with percentage & amount of tax.	However the Taxes / tax rates prevailing at the time of billing will be charged to customer. Kindly accept and add the clause relating to same.	Yes. That's the reason prices asked in the financial bid is "exclusive of taxes". Further Taxes will be paid on actuals as per the prevailing rate/rules and regulations at the time of making payments
254	Page no. 29 / Section 6 / Instruction to the Bidders/ Clause no. 13.1	13.1 The Bidder shall furnish, as part of the Bid, a Bid security for the amount of Rs. 70,00,000/- (Rupees Seventy Lacs Only) (Refundable) in the form of Demand Draft OR in the form of an unconditional Bank Guarantee by Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of any Nationalized Bank	Kindly reduce the EMD validity to 6 months.	Agreed. See the changes in Revised RFP Document.
255	Page no. 29 / Section 6 / Instruction to the Bidders/ Clause no. 14.1	14.1 Bids shall remain valid for 180 days after the date of Bid opening prescribed by GoG/GIL. A Bid valid for a shorter period shall be rejected as non-responsive.	Kindly modify the clause to be read as - "14.1 Bids shall remain valid for 180 days after the date of Bid opening Submission as prescribed by GoG/GIL. A Bid valid for a shorter period shall be rejected as non responsive.	As per RFP Document.
256	Page no. 31 / Section 6 / Instruction to the Bidders/ Clause no. 22.2	22.2. DST/GIL right to vary requirements at time of award: GoG reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.	Any increase / decrease in quantity will be acceptable upto +/- 5% without change in unit rates of the items. Beyond 5% the bidder has the right to alter the unit rates if the same is passed on by OEM.	As per RFP Document.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
27	Page no. 32 / Section 6 / Instruction to the Bidders/ Clause no. 23.2	23.2. Within Seven (7) working days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the GOG/GIL. The contract Performance guarantee has to be submitted within (15) fifteen working days of receipt of award. The Performance Bank guarantee shall be equal to 10% of the contract value valid for duration of 180 days beyond the expiry of contract.	Kindly reduce the PBG validity for period of 3 months beyond the expiry of the contract.	Request not accepted. As per RFP Document.
258	General	Credit Period	Please add following recommendations:- 1) All payment must be paid within 30 days of invoice date. 2) Any payment delayed by DJB beyond 30 days from the date of invoice shall be penalized @ 2% per month or part thereof of such a delay.	As per RFP Document.
259	Page no. 24 / Section 5 / Clause no. 5.2 Service Level Agreement & Penalties	The overall penalty would be generally capped at 10% of QP amount. If the cap of overall penalty is reached in two consecutive quarters, the penalty cap for the third quarter onwards, for each quarter will increase by 5% over the penalty cap for the preceding quarter till it reaches 25% of the QP. In addition to the applicable penalty and the provisions pertaining to closure/termination of contract, the DST/GIL shall be within its rights to undertake termination of contract if or anytime the penalty increases by 15 % of the QP. Once the penalty cap has increased beyond 10%, if the bidder through better performance delivery for any quarter, brings the leviable penalty below 10% then the computation of the 1st of the 2 consecutive quarters as referred above will reset and will begin afresh.	Penalty shall be 0.5% of the value of delayed goods/ services subject to a limit of 5% of the value of the delayed goods/ services and shall be levied only if the delay is for reasons solely and entirely attributable to Bidder and not for delay due to reasons attributable to DST/GIL and/or its other vendors or due to reasons of Force Majeure. The penalty shall be payable only for the SLA breach for reasons solely attributable for the Bidder and such liquidated damage shall be DST/GIL's sole and exclusive remedy for all delays herein.	No Change in the Penalty Cap. However clause has been re-worded. See the changes in Revised RFP Document.
260	Page no. 25 / Section 5 / Clause no. 5.1.2 Payment Procedure	<ul style="list-style-type: none"> The Selected Bidder shall raise the component wise invoice as per the milestones achieved as mentioned above in the payment schedule and submit the invoice to DST/GIL. DST/GIL shall verify the Invoices raised against the milestone achieved and shall make the payment. The Selected Bidder's request(s) for payment shall be made to DST/GIL along with the 2 original copies of invoices and necessary documents. The invoice should be in English. Payment shall be made in Indian Rupees. While making payment, necessary penalties, income tax deductions will be made. 	<ul style="list-style-type: none"> The Selected Bidder shall raise the component wise invoice as per the milestones achieved as mentioned above in the payment schedule and submit the invoice to DST/GIL. DST/GIL shall verify the Invoices raised against the milestone achieved and shall make the payment. The Selected Bidder's request(s) for payment shall be made to DST/GIL along with the 2 original copies of invoices and necessary documents. The invoice should be in English. Payment shall be made in Indian Rupees and all payments are to be made by demand draft/cheque/NEFT. While making payment, necessary penalties, income tax deductions will be made. 	As per RFP Document.
261	Page no. 32 / Section 6 / Instruction to the Bidders/ Clause no. 24.6	The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.	The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event last more than 30 (thirty) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Agreement without liability, by notice in writing to the other party. However Bidder shall be entitled to receive payments for all services rendered by it under this Agreement.	As per RFP Document.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
262	Page no. 33 / Section 6 / Instruction to the Bidders/ Clause no. 29	The Successful bidder is liable for all taxes and duties etc. as may be applicable from time to time.	The GoG/DST is liable for all taxes and duties etc. as may be applicable from time to time. All fees payable to Bidder are exclusive of any sales, use, value added tax, service , GST or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, GoG/DST shall be responsible to pay or reimburse Bidder the amount of such taxes. Where applicable, Bidder shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the GoG/DST. Any increase or decrease in the existing taxes or newly introduced taxes shall be to the account of the GoG/DST. Each party is responsible for its own income taxes, corporate taxes and franchise taxes	As above Sr. No. 253.
263	Page no. 33 / Section 6 / Instruction to the Bidders/ Clause no. 31	The Successful bidder shall furnish Performance Guarantee as provided in the bid document to GoG for an amount equal to 10% of the value of Order.	Please add: Within 15 (fifteen) days of the issuance of Letter of Intent (LoI) the Bidder shall furnish revolving Performance Guarantee, for an amount equal to 10% of the project contract value. The Performance Guarantee shall be valid initially for a period of 1 (one) year. The guarantee shall be renewed year by year, at least 30 (thirty) days before expiry date, and thus cover the balance period of the agreement. The guarantee amount for each year shall be calculated on the basis of Guaranteed Revenue for the remaining years of operation under the agreement subject to minimum Performance Guarantee based on sum of two years Guaranteed Revenue.	As per RFP Document.
264	Page no. 34 / Section 6 / Instruction to the Bidders/ Clause no. 32	32.1. The payment to the selected bidder shall be processed on quarterly basis on submission of report and fulfilment of other contractual obligations as per the Terms and Conditions of Service Level Agreement (SLA) 32.2. The bidder's request for the payment should be made at the end of each quarter by invoices along with the required supporting documents as defined in this RFP 32.3. DST/GIL or its designated agency shall verify all the supporting documents as prescribed and acceptable to GoG/DST. 32.4. On the receipt of such invoice after verification by the GoG/designated Agency and after deducting taxes & any penalties, DST/GoG shall pay the amount. Bidder shall furnish all the tax payment receipts to GoG/DST. 32.5. The currency of payment shall be Indian Rupees. 32.6. If there is any deficiency in the performance of Contractual obligations on the part of the bidder, the bidder shall be liable for the imposition of appropriate Penalties as specified in clause 15 of this section and DST/GIL shall be entitled to deduct such penalties at source while making payment to the bidder for the services provided.	32.1. The payment to the selected bidder shall be processed on quarterly basis on submission of report and fulfilment of other contractual obligations as per the Terms and Conditions of Service Level Agreement (SLA) 32.2. The bidder's request for the payment should be made at the end of each quarter by invoices along with the required supporting documents as defined in this RFP and will become due for payment within thirty (30) days of presentation. 32.3. DST/GIL or its designated agency shall verify all the supporting documents as prescribed and acceptable to GoG/DST. 32.4. On the receipt of such invoice after verification by the GoG/designated Agency and after deducting taxes & any penalties, DST/GoG shall pay the amount. Bidder shall furnish all the tax payment receipts to GoG/DST. 32.5. The currency of payment shall be Indian Rupees and all payments are to be made by demand draft/cheque/NEFT. 32.6. If there is any deficiency in the performance of Contractual obligations on the part of the bidder, the bidder shall be provided a cure period of 30 days to rectify such defects/deficiency before the imposition of appropriate Penalties as specified in clause 15 of this section and DST/GIL shall be entitled to deduct such penalties at source while making payment to the bidder for the services provided. 32.7. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under	No Change. However clause has been re-worded. See the changes in Revised RFP Document.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
			this Agreement have been made by DST/GIL and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.	
265	Page no. 35 / Section 6 / Instruction to the Bidders/ Clause no. 34	<p>34.1. Termination by DST/GIL, GoG –DST/GIL, GoG reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 30 days' notice in writing if: -</p> <p>34.1.1. The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings;</p> <p>34.1.2. In case GoG finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project;</p> <p>34.1.3. In case the bidder fails to provide services at the minimum agreed service level continually for 2 quarters;</p> <p>34.2. Termination by Successful bidder: The successful bidder reserves the right to suspend any of the Services and/or terminate the Agreement at any time with 30 days' notice if the payment to the bidder is due for more than 2 (two) consecutive quarters.</p> <p>34.3. Upon occurrence of an event of default as set out in Clause above, either party will deliver a default notice in writing to the other party which shall specify the event of default, and give the other party an opportunity to correct the default.</p> <p>34.4. Upon expiry of notice period unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the Agreement.</p> <p>34.5. During the notice period, both parties shall, save as otherwise provided therein, continue to perform their respective obligations under this Agreement and shall not, whether by act of omission or commission impede or otherwise interfere with party's endeavour to remedy the default which gave rise to the commencement of such notice period.</p>	<p>34.1. Termination by DST/GIL, GoG –DST/GIL, GoG reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 30 days' notice in writing if: -</p> <p>34.1.1. The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings;</p> <p>34.1.2. In case GoG finds illegal use of hardware, software tools, manpower that are dedicated to the project;</p> <p>34.1.3. In case the bidder materially fails to provide services at the minimum agreed service level continually for 2 quarters;</p> <p>34.2. Termination by Successful bidder: The successful bidder reserves the right to suspend any of the Services and/or terminate the Agreement at any time with 30 days' notice if the payment to the bidder is due for more than 2 (two) consecutive quarters.</p> <p>34.3. Upon occurrence of an event of default as set out in Clause above, either party will deliver a default notice in writing to the other party which shall specify the event of default, and give the other party an opportunity to correct the default.</p> <p>34.4. Upon expiry of notice period unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the Agreement.</p> <p>34.5. During the notice period, both parties shall, save as otherwise provided therein, continue to perform their respective obligations under this Agreement and shall not, whether by act of omission or commission impede or otherwise interfere with party's endeavour to remedy the default which gave rise to the commencement of such notice period.</p>	<p>No Change. However clause has been re-worded.</p> <p>See the changes in Revised RFP Document.</p>

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
266	Page no. 35 / Section 6 / Instruction to the Bidders/ Clause no. 35	<p>Successful Bidder will defend and/or settle any claims against DST/GIL that allege that Bidder branded product or service as supplied under this contract infringes the intellectual property rights of a third party. Successful Bidder will rely on Customer's prompt notification of the claim and cooperation with our defense. Bidder may modify the product or service so as to be non-infringing and materially equivalent or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Bidder is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that Bidder is not responsible for claims resulting from deliverables content or design provided by Customer.</p>	<p>Successful Bidder will defend and/or settle claims against DST/GIL that allege that Bidder branded product or service as supplied under this contract infringes the intellectual property rights of a third party. Successful Bidder will rely on Customer's prompt written notification of the claim and cooperation with our defense; and Customer shall allow the Bidder to control, and cooperates with the Bidder in, the defense and any related settlement negotiations. In the event that DST/GIL is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any deliverable as a result of or in connection with any claim for which Bidder is required to indemnify DST/GIL under this Clause according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option: Bidder may (i) procure for DST/GIL the right to continue using such deliverable; (ii) modify the product or service so as to be non-infringing and materially equivalent; (iii) replace the deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) we may procure a license or (v) If the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value of use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of Bidder and the exclusive remedy of DST/GIL in matters related to infringement of third party intellectual property rights. Bidder is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that Bidder is not responsible for claims resulting from deliverables content or design provided by Customer. However, the Bidder shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Contractor's compliance with DST/GIL's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an infringement claim and Bidder did not inform DST/GIL of the same); (ii) inclusion in a deliverable of any content or other materials provided by DST/GIL and the infringement relates to or arises from such DST/GIL materials or provided material; (iii) modification of a deliverable after delivery by Bidder to DST/GIL if such modification was not made by or on behalf of Bidder; (iv) operation or use of some or all of the deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable statement of work by Bidder; or (v) use of a superseded release of some or all of the deliverables or Employer's failure to use any modification of the deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by Bidder. Notwithstanding anything, DST/GIL warrants to Bidder that the software, materials, and other assistance ('Client materials') supplied by DST/GIL to Bidder for the purpose of execution of the terms of the agreement are either DST/GIL owned properties or are properties obtained by DST/GIL under proper intellectual property licenses. DST/GIL further warrants that the said software, material and other information, to be provided by DST/GIL shall not infringe the intellectual property rights, proprietary rights or any other property rights of any</p>	<p>No Change. However clause has been re-worded. See the changes in Revised RFP Document.</p>

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
267	Page no. 35 / Section 6 / Instruction to the Bidders/ Clause no. 36	Selected agency's cumulative liability for its obligations under the contract shall not exceed the value of the charges payable by the DST/GIL within the remaining duration of the contract term from the day claim is raised and selected agency shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving	Selected agency's cumulative liability for its obligations under the contract shall not exceed the total amount paid to Selected agency by the DST/GIL in the preceding twelve months of the contract term from the day claim is raised under that applicable work (as of the date the liability arose) and selected agency shall not be liable for special, incidental, consequential (including loss of profit or revenue), or indirect damages including loss of profit or saving or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.	As per RFP Document.
268	Page no. 41 / Format of Earnest Money Deposit in the form of Bank Guarantee		Notwithstanding anything contained hereinabove: a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only) b) This Guarantee shall remain in force up to and including _____ (including claim period of three months) Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of OWNER/PUCHASER under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.	As per RFP Document.
269	Page no. 43 / Performance Bank Guarantee	Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.	This Bank Guarantee issued by _____ Bank, on behalf of the Contractor in favor of OWNER/PUCHASER is in respect of the Contract/agreement dated _____. As communicated by Contractor on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to Contractor by OWNER/PUCHASER, in respect of pervious contracts between SELLER and OWNER/PUCHASER. As communicated by Contractor on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any pervious contracts between Contractor and OWNER/PUCHASER. Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given. Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of OWNER/PUCHASER under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove	As per RFP Document.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
270	General	ADDITIONAL MUST HAVE CLAUSES TO BE INCORPORATED IN THE RFP/AGREEMENT	<p>Intellectual property rights All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder's proprietary products or components thereof any development carried out by Bidder thereto in the course of providing services hereunder, including customisation, enhancement, interface development etc. shall remain the exclusive property of Bidder and Bank shall not acquire any right title or interest of any nature therein except to the extent provided herein. Bidder shall however grant in favour of Bank the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder. The foregoing license does not authorize Bank to (a) separate Bidder pre-existing IP from the deliverable/software in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder pre-existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder pre-existing IP.</p> <p>All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and Bank shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.</p>	As per RFP Document.
271	General	ADDITIONAL MUST HAVE CLAUSES TO BE INCORPORATED IN THE RFP/AGREEMENT	<p>Change Management Procedure</p> <p>A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the GOG/DST to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the GOG/DST for its approval within a reasonable time period. Bidder will incorporate the change after receiving the GOG/DST's written approval. In case of delay in approval by the GOG/DST, the baseline itself may undergo a change; this will mean a reassessment of the charges.</p> <p>Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the assignment will be conveyed by Bidder to the GOG/DST. These will be evaluated jointly by the GOG/DST and Bidder and will be provided by the GOG/DST at no cost to Bidder.</p>	As per RFP Document.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
272	General	ADDITIONAL MUST HAVE CLAUSES TO BE INCORPORATED IN THE RFP/AGREEMENT	<p>Warranty</p> <p>Bidder shall warrant that the delivered software meets the requirements as specified in the detailed Specifications of the Application Software. This warranty shall remain valid for three (3) months after the acceptance of the software by the GOG/DST or three (3) months after the delivery of the software, whichever is earlier.</p> <p>GOG/DST shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Bidder under this warranty. Upon receipt of such notification, Bidder shall remove the 'defect' in the application software.</p> <p>The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the GOG/DST. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Bidder and operation of the deliverables on incompatible hardware not recommended by Bidder; (ii) any change, not made by Bidder, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the GOG/DST without the written permission of Bidder; or (iv) defects in components or materials provided to Bidder by GOG/DST in connection with the preparation of the deliverable.</p> <p>In case of breach of this warranty, GOG/DST's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to the GOG/DST if already paid by the GOG/DST.</p> <p>EXCEPT AS SET FORTH IN THIS AGREEMENT, BIDDER MAKES NO WARRANTIES TO GOG/DST, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE BIDDER.</p>	As per RFP Document.
273	General	ADDITIONAL MUST HAVE CLAUSES TO BE INCORPORATED IN THE RFP/AGREEMENT	<p>Additional Support and Services</p> <p>In case the GOG/DST requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Bidder on availability-basis at its then current market rate.</p>	As per RFP Document.
274	General	ADDITIONAL MUST HAVE CLAUSES TO BE INCORPORATED IN THE RFP/AGREEMENT	<p>Travel and Related Expenses</p> <p>Should the assignment require any travel by any Bidder expert outside their respective base location(s), the GOG/DST will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.</p>	Bidder has to adhere to the scope of work of the RFP Document. In general no travel is involved in this tender

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
275	General	ADDITIONAL MUST HAVE CLAUSES TO BE INCORPORATED IN THE RFP/AGREEMENT	<p>Cost Escalation</p> <p>Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the GOG/DST, non-availability of facilities at the GOG/DST, increase in the scope of the agreed Change-Requirements or increase in the GOG/DST's Implementation support requirements etc., Bidder will bring this to the attention of the GOG/DST. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.</p>	As per RFP Document.
276	General	ADDITIONAL MUST HAVE CLAUSES TO BE INCORPORATED IN THE RFP/AGREEMENT	<p>Waiver</p> <p>No forbearance, indulgence or relaxation by any Party at any time to require performance of any provision of this Proposal shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Proposal shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Proposal.</p>	As per RFP Document.
277	General	ADDITIONAL MUST HAVE CLAUSES TO BE INCORPORATED IN THE RFP/AGREEMENT	<p>Assignment</p> <p>Neither Party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this proposal without the prior written consent of the other Party</p>	As per RFP Document.
278	General	ADDITIONAL MUST HAVE CLAUSES TO BE INCORPORATED IN THE RFP/AGREEMENT	<p>Nonexclusively</p> <p>Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.</p>	As per RFP Document.
279	General	ADDITIONAL MUST HAVE CLAUSES TO BE INCORPORATED IN THE RFP/AGREEMENT	<p>Independent Relationship</p> <p>This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.</p>	As per RFP Document.
280	General	ADDITIONAL MUST HAVE CLAUSES TO BE INCORPORATED IN THE RFP/AGREEMENT	<p>Modification</p> <p>This proposal may be modified only by an amendment executed in writing by a duly authorised representative for each party.</p>	As per RFP Document.
281	General	ADDITIONAL MUST HAVE CLAUSES TO BE INCORPORATED IN THE RFP/AGREEMENT	<p>Publicity</p> <p>Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.</p>	Publicity of any event is not allowed in any circumstances
282	General	ADDITIONAL MUST HAVE CLAUSES TO BE INCORPORATED IN THE RFP/AGREEMENT	<p>Entire Understanding</p> <p>This Proposal together with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supercedes and cancels all previous negotiations thereof. To the extent permitted by applicable law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.</p>	As per RFP Document.

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
283	General	ADDITIONAL MUST HAVE CLAUSES TO BE INCORPORATED IN THE RFP/AGREEMENT	Tata Code of Conduct: The business activities of the Bidder are self-regulated by the "Tata Code of Conduct". The GOG/DST undertakes that it will endeavor to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counsellor or the CEO of Bidder. Bidder, in turn, undertakes that it will maintain confidentiality of all communications received.	As per RFP Document.
284	General	ADDITIONAL MUST HAVE CLAUSES TO BE INCORPORATED IN THE RFP/AGREEMENT	Survival The clauses of this proposal which by their nature are intended to survive shall so survive the termination/expiry of this proposal.	As per RFP Document.
285	General		Please share minimum Bill of Material for the Hardware and Software components	As per RFP Document.
286	Page no. 11 / Section 2 / Scope of Work / Clause no. 2.1.8	2.1.8 The architecture needs to be scalable to meet future demand.	Kindly clarify what is the anticipated load. As per the infrastructure requirement 4000 core has been mentioned ,	It has been discussed and clarified in pre-bid meeting. As per RFP Document.
287	Page no. 18 / Section 3 / Eligibility Criteria / Clause no. 9	OEM of the Proposed solution (Server only) should be in the Leadership quadrant in the latest available Gartner Magic Quadrant	Request you to amend the requirement to " OEM of the Proposed solution (Server only) should be in the quadrant in the latest available Gartner Magic Quadrant"	As above Sr. No. 2.
288	Page no. 18 / Section 3 / Eligibility Criteria / Clause no. 9	OEMs of proposed solution (Cloud solution only) should be in the latest available Gartner Magic Quadrant	Since GIL is looking for cloud enabled infrastructure which primarily means a private cloud or On premise Cloud . There will be orchestration layer required which will do complete management, orchestration and automated provisioning of the VMs , resources etc . Gartner does not have an Magic Quadrant for Cloud Management Platform. It has a Market Guide which provides a broad level evaluation parameters list. The market guide can be referred as per following URL. (https://www.gartner.com/doc/reprints?id=1-357BT54&ct=160505&st=sb) Further Gartner has Magic quadrant for Public Cloud / IaaS Providers but no Magic Quadrant for Cloud Management Platform / Technology providers. This MQ for Public Cloud Service Providers has vendors like AWS, MS, Google, etc. (https://www.gartner.com/doc/reprints?id=1-2G2O5FC&ct=150519) Since GIL wants on Premise private cloud enabled infrastructure therefore it is requested to relax the gartner magic quadrant eligibility criteria for cloud solution so that there is maximum participation from reputed vendors w.r.t cloud management and orchestration.	As above Sr. No. 1.