

Bid for Selection of Agency for providing Comprehensive Annual Maintenance Contract (AMC) & Operation & Maintenance Support (O&M) of IT Infrastructure of Centralized Architecture Project on behalf of Office of the State Tax, Government of Gujarat (Tender No. HWT241019589)

#	Section	Page/ Clause No.	Clause:	Clarification	Final Clarification
1.	Section I	Page 7, Clause No. 7	Eligibility Criteria for the Bidder 7. The bidder should have valid ISO 20000:2011 or latest certified for IT Service Management. (Form No. E-5)	In the absence of the certificate at the time of the bid (We are in the advanced stage of ISO Process formalities), we request you to consider a letter of undertaking from the bidders to provide the ISO 2000 certificate within a period of 3 months upon receiving the contract, enabling the capable and competent bidders to bid.	As per RFP
2.	Section I	Page 7, Clause No. 7	4. Bidder must ensure that the CAMC / Warranty Extension support & service should be available up to delivery locations to provide repairing cum replacement services of faulty equipments as per the service levels defined in RFP. (Form no. E-3)	Please elaborate on the Form no. E-3, and minimum identified locations to be provisioned for this activity. As we understand that the requisite offices will be provisioned by us as per the logistic requirement, and in consultation with the Engineer Incharge upon getting becoming a successful bidder.	As per RFP.
3.	Section III	Page 17, Clause No. 33.2	33.2. Comprehensive AMC related Penalty: If Successful bidder is unable to resolve the hardware break fix problems within committed resolution time, from call logging, then a penalty Rs. 5,000/- per day after 24 hrs lapse from call logging, would be charged, up to a maximum of 10% of total Contract value.	We assume that the sum total of all form of penalties under clause no. 33 Penalty Clause is capped at 10% of the contract value. Kindly clarify. Also, the penalties for each event / incidents of different type of activities are very stiff, request you to consider lesser penal action.	No Change. As per RFP
4.	Section II	Page 8,	Helpdesk for IT Infrastructure (NOC) - One person (24x7) - Two Persons in Office Hours Minimum resource required- 3	Please clarify on the number of resource requirement which is mentioned as 3, whereas if 2 Presons are to be kept at office hours, then it should be Minimum resource required to be 4.	It is expected that bidder shall provide helpdesk support by providing manpower i.e. one person for 24X7 and Two person for Office hours. Bidder may quote in financial bid accordingly.

5.	Section II	Page 8,	Helpdesk Operator and Support	Please clarify if the Helpdesk resources for Tax Payers, Internal Users and NoC will sit in the same premises or in different locations. Also, can these resources be utilized within the different helpdesk functions Or they are to kept as mutually exclusive basis only.	All the Helpdesk Operators sit in the same premises. However, dedicated resources for all the helpdesk functions to be considered.
6.	1	6	Scope of work for Operations and Maintenance Capacity Utilization, Monitoring and reporting	Please share the current tool deployed for the same.	Currently we are using HP OPEN VIEW Server Monitoring and Server Reporting Solution
7.	1	6	Scope of work for Operations and Maintenance- Assisting in Simulation test	Please detail the expectations on the same.	Speed test, Browser Based load test, HTTP based load test etc.
8.	1	6	Scope of work for Operations and Maintenance - Periodical check for NR DR, including fail over to Nr DR site	Please specify the frequency of the activity.	Failover to NR DR site will be decided by State Tax Department, if required during the contract period.
9.	1	6	Scope of work for Operations and Maintenance - Log clearance	Please share the current log management tool deployed, also share the frequency of the activity	Currently, we are using HP ARCSIGHT SIEM Tools.
10.	1	6	Scope of work for Operations and Maintenance - Regular Backups and if required restoration	Please share the current back-up tool / technology deployed.	Currently, we are using LTO for back-up using HP DataProtector Backup Software

11.	1	6	<p>Scope of work for Operations and Maintenance</p> <ul style="list-style-type: none"> - Assist government in decision making for addition/alternation of H/W, S/W with proper reports. Agency will be responsible for O&M for any such additional equipment /devices /hardware/software procured by department specific to this project, 1% of the cost for each additional equipment/ devices/ hardware / software component, per annum would be applicable for additional payment as part of O&M and SLA will be enforced on new equipment /devices /hardware /software. 	Please illustrate with example for the 1% cost component.	As per RFP.
12.	1	8	<p>Helpdesk and Operator Support</p> <ul style="list-style-type: none"> - One person 8 AM to 8PM - Two person in working hours out of which one of them is Team Leader 	Please mention the deliverables for helpdesk for tax payers.	The helpdesk manpower expected to provide call based support.
13.	1	8	<p>Help desk for internal users for working hours</p>	Please mention the deliverables for helpdesk for internal users.	The helpdesk manpower expected to provide call based support.
14.	1	8	<p>Help desk for IT Infrastructure (NoC)</p> <ul style="list-style-type: none"> - One person 24X7 - Two person in office hours 	Please mention the deliverables for helpdesk for IT Infrastructure (NOC). Also minimum resources mentioned are 3 whereas at least 5 are required to man the site 24 X 7 with 2 people in office hours. Requesting for changing minimum requirement.	It is expected that bidder shall provide helpdesk support by providing manpower i.e. one person for 24X7 and Two person for Office hours. Bidder may quote in financial bid accordingly.
15.	2	8,9	<p>Scope of Comprehensive Annual Maintenance Contract:</p>	Detailed inventory with complete software details required. Also request to share details of tools deployed mentioned in the section. Also are all mentioned line items are to be covered under AMC since some are Databases, Softwares as well.	Database Software is not in the scope of this bid. Server operating system and other software tools as mentioned

					in revised BoQ will be in the scope of this bid.
16.	2	10	Successful bidder is also responsible to submit quarterly report on complaint logged (if any) along with its resolution time.	Please share the details of Helpdesk software deployed.	Currently we are using HP Service Desk tool
17.	33.1	15	The Service Window for GUJ VATIS Application and Datacenter operation – 24 hrs x 7 Days in three shifts	Please clarify as the minimum requirement mentioned on page 8 does not match with the expectations mentioned in this clause.	-
18.	33.1	15	Penalty Clause	1) There is no penalty capping mentioned on O&M. Request you to add the same. 2)The penalty for CAMC is capped at 10% of the TCV. Request change to 10% of remaining contract value.	As per RFP.
19.	Annexure C	36	SMS Gateway Application - LUMATA TATA	As we understand from RFP the SMS gateway is provided by TATA. Please confirm if it is mandatory to utilize the same SMS service or we can offer other bulk SMS service also. Also please share current Scope of work under this Bulk SMS service.	As per RFP
20.	1	6	Scope of work for Operations and Maintenance - Capacity Utilization, Monitoring and reporting	Please share the current tool deployed for the same.	Currently we are using HP SHR & OM Tool
21.	6	Section-II - Scope of Work General Statement before Clause -1	Bidder has to take the back to back warranty & spare support assurance from the respective OEMs before start of the AMC	We request you to ask for the Back to Back Assurance from OEM on OEM letterhead to be submitted by the Bidder along with the Bid. This will ensure a fair and supported pricing being offered by all the bidders in the bidding phase itself.	No change As per RFP.
22.	21,22	Financial Bid Item No: 1, 26 and 36	blade Chassis for Servers (6Nos.) , Cisco 6509 chassis switches (4) and SAN (1)	Since these are modular components and can be configured / loaded with a variety of modules in any combination , we would request an exact description of the modules in the Chassis's to be able to get the proper config pricing of the same. Also for the SAN, the capacity and the nos. and types of HDD's and the software licenses of the same will have an effect on the final price recieved from OEM for the same. Request you to provide the details .	Blade chassis switches make and model given in Annexure C and SAN Storage –HP7000c Capacity -140TB (HDD- 300GB with 15000rpm AND 900GB with 10000 rpm)

23.	21	Financial Bid Item No: 2	Database Servers (2 nos) in DR	In Annexure-C on page -49, 4 serial nos. are given in DR. Please correct and revise actual quantity in financial bid.	The given details are of total available Inventory. However, the bidder is expected to consider the BoQ mentioned in the Financial bid only.
24.	21	Financial Bid Item No: 3	Application servers (5+5 nos)	In Annexure-C on page -49, 12 serial nos. are given in DR. Please correct and revise actual quantity in financial bid.	
25.	21	Financial Bid Item No: 4	Webservers (4+4 nos)	In Annexure-C on page -50, 8 serial nos. are given in DR. Please correct and revise actual quantity in financial bid.	
26.	21	Financial Bid Item No: 21	BI Additional Server	There is no mention of any model / Serial Nos. in annexure -C on page - 50 . Please give the same.	See the corrigendum – Revised BoQ with corrected serial numbers
27.	22	Financial Bid Item No: 40 and 41	SSL Certificate (4+4) and Signing and Verification Tool (1+1) - E-mudhra SSL and E-Mudhra MAS	What is the licensing format for this item (Perpetual or Subscription) and what is the support required for the same. Does the bidder have to renew the subscriptions etc. or just give support for the SSL application and the tool specified in the same.	Bidder have to renew subscription of SSL certificate (4+4) *for signing and verification tool. bidder have to provide only support for installation, Registration and other technical problem of signing and verification tools provide by e-Mudhra
28.	22,23	Financial Bid Item No: 57 and 58	Min. 2/5 port POE module for Router/external switch to provide 2/5 POE ports	Please give some clarity on these 2 items,as they are router modules from Cisco. Where are they used and what is connected to these PoE ports .	Currently 2/5 port PoE module for Router/external switch to provide IP phone connection at different check post location of state tax department
29.	23	Financial Bid Item No: 60	UPS with 30 min. Battery backup and accessories	The Brand specified is Arrow and we request you to allow replacement with a standard brand such as Eaton/Vertiv/APC/Numeric in case of failure as the replacement V/s Amc cost for this item would be minimal	Accepted

				and would not affect the operations in terms of mgmt. or config etc.	
30.	21	Financial Bid Item No: 27	IT Helpdesk PC's	Brand is Wipro. We request you to allow replacement in case of failure with standard brands such as HP/DELL/Lenovo with same or better config.	Accepted
31.	22	Financial Bid Item No: 50	SMS Gateway application - Tata Lumata	Same query as Sr. No. 4	As per RFP
32.	22	Financial Bid Item No: 51	IP-PBX manager (CISCO UCSC-C220 w/CUCM License)	There could be IP phone based Licenses in the device. Request you to give the complete config or specify the Nos. of IP phones connecting to this device across the departmental network.	IP phones are not in the scope of AMC.
33.	22	Financial Bid Item No: 49	Web Security and Content filtering solution	There is no description of any make model or configuration / serial nos. etc. in annexure -C but it is to be quoted in Financial bid.	Currently we are using web sense Triton version 7.8 for web security and content filtering solution
34.	23	Financial Bid Item No: 59	24 Port POE 10/100/1000 Manageable Switch (122 Nos.)	Page - 42 of Annexure -C shows 142 serial nos. of the same switch. Please revise and correct the quantity in the financial bid. Also please give complete part code for the switch.	See the corrigendum/ revised BoQ
35.	20	Section-IV Financial Bid Terms Clause -1	Payment will be made in 12 equated quarterly installments for the discovered price.	Please clarify the payment process and the documentation submission required for presenting the quarterly bills to the department.	As per RFP.
36.	36	Annexure -C - System Software clause 4 and 5	Desktop Monitoring Tool (2000Nos) and Antivirus with 5 yrs support (500 Nos)	These two items do not have any mention in the Financial Bid line items . Please clarify if support is required or not.	It is not part of the scope.
37.	51	Annexure-C DR side - Storage and Backup Device	HP Backup Media / HP Metro Cluster and Godrej Fireprrof cabinet	No Mention of these items in price bid. Please clarify	It is not part of the scope.
38.	52	Annexure-C DR side - Misc. Items	RACKS / KVM Switches / LCD Drawers / Patch cords / IO's	No Mention of these items in price bid. Please clarify	It is not part of the scope.
39.	52	Annexure-C DR side - system Software	MS-SQL Lic. - 1Nos. And MS windows Server OS lic. 13 nos.	No Mention of these items in price bid. Please clarify	It is not part of the scope.
40.		18 and 20	Section-IV Price Bid Payment Terms Clause -1 and General T&C Clause 34.2 - Payment release process	What is the due process for release of the quarterly payment and what documents or format of reports need to be submitted for the same.	As per RFP.
41.		21 and 22	HP / Cisco Chassis and SAN storage	Proper config is required with all cards and module details as per the	*Blade chassis

				supply items available on site with customer.	switches make and model given in annexure c and * SAN Storage – HP7000c Capacity -140TB (HDD- 300GB with 15000rpm AND 900GB with 10000 rpm)
42.		21 and 23	Price bid items help desk PC (Wipro) and UPS (Arrow)	Both are local make components and we may offer to give better config and standard brands as replacement in case of breakdown. Please accept.	For Desktop & UPS, the bidder is required to carry out AMC by providing equivalent or better specification equipment in case of Non-existence of OEM.
43.		6	Section - II SOW OEM support assurance at start of AMC by bidder	Letter of B-B Warranty and support assurance on OEM letterhead must be sought by tenderer in bidders name along with the bid (if no Maf is required) to ensure genuine price participation by all bidders with knowledge of the OEM.	As per RFP.
44.		22	Price bid Item - E-Mudhra SSL Certificate and tools	Please give clarity on License agreement of customer with E-Mudhra and what support is required from our end.	*Bidder have to renew subscription of SSL certificate (4+4) *for signing and verification tool. bidder have to provide only support for installation, Registration and other technical problem of signing and verification tools provide by e-Mudhra

45.		General	Finance BID and Annexure-C	There are mismatch of Items Quantities and also some miscellaneous items are given in annexure-C which are not matching with the Price Bid components. Mainly in DR setup. Request you to recheck and correct the same		Revised BoQ and Financial bid.
46.		PQC	Clause - 3 - One office in Gujarat	We have registered office in Surat with GSTIN and other required clearances with proper staff for backend documentation/invoicing etc. Staff related to this project management would be anyhow present in DC and DR on site with backend /remote assistance from our Surat-Gujarat and Mumbai HO offices. Please Approve.		As per RFP.
47.	RFP Page No	RFP Clause No.	Description of Terms / Headings	Existing Clause	Queries / Recommendations	Final Clarification
48.	5	SECTION I	Eligibility Criteria for the Bidder:	1. The bidder should have an average annual turnover of Rs. 20 Crore (Minimum) of last three financial years as on 31.03.2019. The copies of Audited Annual Accounts/Balance Sheet along with Profit & Loss Account and CA Certified Statement for last three financial years shall be attached along with the bid. In Case of Unaudited Balance sheet for the financial year 18-19, provisional CA certificate is allowed. (Form no. E-1)	Since this is end-to-end Services RFP (AMC and O&M), we request to ask for the bidder's Annual Turnover of INR 50 Crores (Minimum) from IT SERVICES business in India during the last three financial Years certified by CA with CA's Registration Number/ Seal.	No Change. As per RFP.
49.	5	SECTION I	Eligibility Criteria for the Bidder:	5. The bidder must have at least 3 customer reference sites for providing AMC/ O&M Support Services of IT equipment's at Data Center/Server farm in India having Minimum order value of Rs. 50 Lacs each during last three years as	Looking at the quantum of the Scope of Work, we request GIL to amend this clause as "The bidder must have at least 3 customer reference sites for providing AMC/ O&M Support Services of IT equipment's at Data Center/Server farm in India having Minimum order value of Rs. 5 Crore each during last three years as on bid Issuance date or should have at least three customer reference sites for providing IT Hardware equipment's at Data Center/ server farm having minimum order value of Rs. 20 crore each during last three years as on bid Issuance date Customer references & Work	See the corrigendum.

				on bid Issuance date or should have at least three customer reference sites for providing IT Hardware equipment's at Data Center/ server farm having minimum order value of Rs. 2 crore each during last three years as on bid Issuance date Customer references & Work orders stating project value must be attached along with the bid. (Form no. E-4)	orders stating project value must be attached along with the bid..	
50.	5	SECTION I	Eligibility Criteria for the Bidder:	6. The bidder must have at least 50 technically qualified professionals in Project Management, Networking, Network Security, Systems integration, Databases including Oracle, MS SQL, PG SQL as on date of bid submission. The bidder to submit the HR certificate with list of the manpower.	As the bid is asking for 94 resources in Scope of Work, we request you to ask for " The bidder must have at least 100 technically qualified professionals in Project Management, Networking, Network Security, Systems integration, Databases including Oracle, MS SQL, PG SQL as on date of bid submission. The bidder to submit the HR certificate with list of the manpower.	No Change. As per RFP.
51.	5	SECTION I	Eligibility Criteria for the Bidder:	7. The bidder should have valid ISO 20000:2011 or latest certified for IT Service Management. (Form No. E-5)	As the scope of work includes IT Services involving Security management, we request you to ask for "The bidder should have valid ISO 20000:2011 or latest certified for IT Service Management and ISO 27001:2013 or latest certified for Information Security Management System"	AS per RFP
52.	5	SECTION I	Eligibility Criteria for the Bidder:	Request to add clause in Eligibility Criteria >>	To ensure bidder backlines the Warranty/support with OEM, we request GIL to add the clause in Eligibility criteria & ask for Manufacturer's Authorization from OEMs of critical components like HP, Microfocus, Cisco, Radware, Fortinet & Array Networks along with Undertaking from Bidder of backling warranties/support with OEM on award of contract" In absense of this, bidder may engage in non-standard practices & end-up providing services on best-effot basis which could adversely impact the CTD's operations.	As per RFP

53.	2		DISCLAIMER	Any deviation in the specification or proposed solutions will be deemed as incapability of the respective Agency and shall not be considered for final evaluation process.	Any deviation in the specification or proposed solutions will be deemed as incapability of the respective Agency and shall not be considered for final evaluation process.	Not acceptable.
54.	3		Introduction	EMD as mentioned above, shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission)	EMD as mentioned above, shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9-3 months from the last date of bid submission)	Not acceptable.
55.	7		Scope of Work	The Bidder will be required to co-ordinate with software vendor and / or do liaisoning with other service provider to achieve the end-to-end connectivity. This also includes Server OS configuration with respect to LAN/WAN technologies implementation.	The Bidder will be required to co-ordinate with software vendor and / or do liaisoning with other service provider to achieve the end-to-end connectivity. This also includes Server OS configuration with respect to LAN/WAN technologies implementation. However, Bidder shall not be liable for any delay/losses incurred on account of third party act.	Acceptable
56.	6	1	Scope of Work for Operation & Maintenance:	Agency will be responsible for O&M for any such additional equipment /devices /hardware/software procured by department specific to this project, 1% of the cost for each additional equipment/devices/hardware/software component, per annum would be applicable for additional payment as part of O&M and SLA will be enforced on	Agency will be responsible for O&M for any such additional equipment /devices /hardware/software procured by department specific to this project, 1% 10% of the cost for each additional equipment/devices/hardware/software component, per annum would be applicable for additional payment as part of O&M and SLA will be enforced on new equipment /devices /hardware /software.	As per RFP.

				new equipment /devices /hardware /software.		
57.	7	1	Scope of Work	The minimum requirement of the manpower resources to carry out the above mentioned activities under Operation and Management and Support services and to adhere to uptime and SLA in the Bid are as under; However, if need be the bidder shall have to provide additional manpower, without any additional cost	The minimum requirement of the manpower resources to carry out the above mentioned activities under Operation and Management and Support services and to adhere to uptime and SLA in the Bid are as under; However, if need be the bidder shall have to provide additional manpower, without any additional cost In case of requirement of additional manpower, bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, bidder shall not be bound to perform any additional services.	As per RFP.
58.	8	1	Scope of Work	Qualification of skilled manpower to be deployed at all client end locations: Diploma (EC/IC/IT/Computer)/ITI (IT/computer trade) with min. 1 year relevant experience in the IT supports Field. If the said manpower is found to be absent without prior permission at the location, then a penalty of Rs. 500/- per absent day will be levied which would be deducted from the quarterly payment.	The overall maximum penalty, if any that can be imposed on Bidder under this contract shall not exceed 3% of the Annualized Contract Value and penalty for a given quarter should not be more than 3% of quarterly invoice value.	As per RFP.

59.	8	1	Scope of Work	For Helpdesk, SI need to provide the manpower with relevant skill and experience required. If the said manpower is found to be absent without prior permission at the location, then a penalty of Rs. 500/- per absent day will be levied which would be deducted from the quarterly payment	The overall maximum penalty, if any that can be imposed on Bidder under this contract shall not exceed 3% of the Annualized Contract Value and penalty for a given quarter should not be more than 3% of quarterly invoice value.	As per RFP.
60.	11	2	Scope of Comprehensive Annual Maintenance Contract	In case, bidder is not providing satisfactory support & doing unwarranted delay in providing CAMC support, Government offices reserves right to repair the equipment at risk & cost to the bidder	In case, bidder is not providing satisfactory support & doing unwarranted delay in providing CAMC support, Government offices reserves right to repair the equipment at risk & cost to the bidder Bidder shall be required to bear only the Excess Cost for procurement of goods and/or services similar to those undelivered. The Term "Excess Cost" as referred herein shall mean cost at which alternative arrangements shall be providing the undelivered goods and/ or services of equivalent specification to the Government under this project minus the cost on which the Bidder agreed to provide the undelivered goods and/or services under this project. Provided further that the Vendor shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Government.	As per RFP.
61.	12	5	General Terms & Conditions	The bidder has to upload the compliance letter on its letter head duly signed by the authorized signature & other supporting documents as asked for in the bid in scanned format. Failing to submit the same or non-compliance / deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.	The bidder has to upload the compliance letter on its letter head duly signed by the authorized signature & other supporting documents as asked for in the bid in scanned format. Failing to submit the same or non-compliance / deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.	As per RFP.

62.	12	5	General Terms & Conditions	EMD as mentioned above, shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission)	EMD as mentioned above, shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 3 months from the last date of bid submission)	As per RFP.
63.	13	15	General Terms & Conditions	Successful bidders will have to sign the Comprehensive AMC AND O&M contract for 3 Years upon receiving the confirmed order with department within 15 working days from the dated of work order. (The draft is attached herewith). However, Department will review the performance of the successful bidder after 3 year and decide to extend the AMC contract for further period of 1 Year or 2 Year on same rate and same terms & conditions of last contract rates. Department will have right to terminate the contract if the performance is found not satisfactory	Successful bidders will have to sign the Comprehensive AMC AND O &M contract for 3 Years upon receiving the confirmed order with department within 15 working days from the dated of work order. (The draft is attached herewith). However, Department will review the performance of the successful bidder after 3 year and decide to extend the AMC contract for further period of 1 Year or 2 Year on same rate and same terms & conditions of last contract rates mutually agreed rates and terms . Department will have right to terminate the contract if the performance is found not satisfactory post completion of 3 years In the event of termination, department shall pay Bidder for goods delivered and services rendered till the date of termination.	Acceptable.
64.	13	18	Termination for Default	As per RFP	Request to add below to existing clause - In the event of termination, Department shall pay Bidder for: a) Services renderedb) Work in progressc) Third party orders in pipeline which cannot be cancelled despite Contractor's best effortse) Unrecovered investments shall be paid by customer till the date of termination.Successful Bidder shall have the right to terminate the Contract by giving prior written notice of not less than thirty (30) days, if GOG competes	As per RFP.

65.	14	22	General Terms & Conditions	Prices shall be in Indian Rupees. The prices shall strictly be submitted in the given format. Quoted prices shall be inclusive of all taxes except GST. The tax components like GST as applicable shall be mentioned separately in the respective columns	Prices shall be in Indian Rupees. The prices shall strictly be submitted in the given format. Quoted prices shall be inclusive of all taxes except GST. The tax components like GST as applicable shall be mentioned separately in the respective columns Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of customer	Any change in GST rate will be paid on actual during the contract period.
66.	14	29	General Terms & Conditions	In case of successful bidder is found in breach of any condition(s) of bid or work order, at any stage during the course of contract period, the legal action as per rules/laws, shall be initiated against the successful bidder and EMD/PBG shall be forfeited, besides debarring and blacklisting the bidder concerned for the time period as decided by Govt., for further dealings with GOG.	In case of successful bidder is found in breach of any condition(s) of bid or work order, at any stage during the course of contract period and contract gets terminated , the legal action as per rules/laws, shall be initiated against the successful bidder and EMD/PBG shall be forfeited, besides debarring and blacklisting the bidder concerned for the time period as decided by Govt., for further dealings with GOG.	As per RFP.
67.	15	30	General Terms & Conditions	Bid validity will be of 180 days after the date of financial bid opening. A bid valid for shorter period shall be rejected as non-responsive. If required, GIL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.	Bid validity will be of 180 90 days after the date of financial bid opening. A bid valid for shorter period shall be rejected as non-responsive. If required, GIL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.	As per RFP.

68.	15	33.1	Operation & Maintenance Related Penalty	As per RFP	Request to add - The overall maximum penalty, if any that can be imposed on Bidder under this contract shall not exceed 3% of the Annualized Contract Value and penalty for a given quarter should not be more than 3% of quarterly invoice value.	As per RFP.
69.	17	33.1	Service Level measurement, definitions, targets and measurements in table below	As per RFP	Request to add - The overall maximum penalty, if any that can be imposed on Bidder under this contract shall not exceed 3% of the Annualized Contract Value and penalty for a given quarter should not be more than 3% of quarterly invoice value.	As per RFP.
70.	17	33.2	Comprehensive AMC related Penalty	If Successful bidder is unable to resolve the hardware break fix problems within committed resolution time, from call logging, then a penalty Rs. 5,000/- per day after 24 hrs lapse from call logging, would be charged, up to a maximum of 10% of total Contract value	If Successful bidder is unable to resolve the hardware break fix problems within committed resolution time, from call logging, then a penalty Rs. 5,000/- per day after 24 hrs lapse from call logging, would be charged, up to a maximum of 10% of total Contract value 10% of total Contract value e 3% of the Annualized Contract Value and penalty for a given quarter should not be more than 3% of quarterly invoice value.	As per RFP.
71.	18	34.1	Payment	No advance payment will be made	No advance payment will be made	As per RFP.
72.	18	34.2	Payment	Payment would be made in after completion of each quarter on submission of Invoice with applicable taxes paid extra at actual. The invoices shall be submitted with all relevant reports / documents as specified in RFP / Work Order.	Payment would be made in after completion of each quarter monthly in advance on submission of Invoice with applicable taxes paid extra at actual. The invoices shall be submitted with all relevant reports / documents as specified in RFP / Work Order.	As per RFP.
73.	18	34.3	Payment	Successful bidder should raise payment invoices after the end of each quarter along with the supporting documents	Successful bidder should raise payment invoices monthly in advance after the end of each quarter along with the supporting documents	As per RFP.

74.	18	38	Force Majeure	The BIDDER shall intimate department by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the order	The BIDDER shall intimate department by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, Either Party Purchaser reserves the right to cancel the order and the BIDDER shall be entitled for all the payments for the services rendered till the date of such termination.	As per RFP.
75.	20			L1 will be the lowest sum total of rates for 3 Year CAMC AND O&M without tax. Payment will be made in 12 equated quarterly installments for the discovered price	L1 will be the lowest sum total of rates for 3 Year CAMC AND O&M without tax. Payment will be made in 12 equated quarterly installments for the discovered price monthly in advance basis	As per RFP.
76.	20		FINANCIAL BID FORMAT	Part-2 Total Operation & Maintenance of IT Infrastructure of VATIS Project as specified in RFP	Please clarify how to quote for any additional resources required by the bidder considering the scope of the RFP.	As per RFP.
77.	26	Annexure A	Format of Earnest Money Deposit in the form of Bank Guarantee	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	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	As per RFP.
78.	26	Annexure A	Format of Earnest Money Deposit in the form of Bank Guarantee	This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes	This guarantee will remain valid up to 9 3 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this	As per RFP.

				<p>not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.</p>	<p>guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.</p>	
79.	NA	NA	ARC/RRC	<p>Clause not present in RFP</p>	<p>The Fixed Price, as mentioned in the Commercial schedule, is valid within a dead band of $\pm 5\%$ of the baseline volumetric of the respective resource unit that is provided as part of RFP. For assets volumes above +5% threshold of the baseline volumetric, additional resources will be charged at ARC 'Additional Resource Charge' to reflect additional marginal cost to Service Provider, while credits known as RRC 'Reduced Resource Credit' will be granted to Customer for reduction in resources consumed, for service volumes below -5% of the baseline volumetric.</p>	<p>As per RFP.</p>
80.	NA	NA	Variance in Minimum Wages	<p>Clause not present in RFP</p>	<p>Service Provider undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if the Customer wants the Service Provider to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, Customer will support Service provider with change request for additional cost incurred by Service Provider for complying to new minimum wages. Service provider will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.</p>	<p>As per RFP.</p>

81.	NA	NA	SNR	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 Bidder 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.
82.	NA	NA	Pass Through Warrantly	Clause not present in RFP	Since Bidder is acting as a reseller of completed 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 Customer 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.
83.	NA	NA	ERV	Clause not present in RFP	"It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR ____ ("Base Exchange Rate"). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate."	As per RFP.
84.	NA	NA	Risk and Title	Clause not present in RFP	The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	As per RFP.
85.	NA	NA	Non Hire Clause	Clause not present in RFP	Customer acknowledges that personnel to be provided by Bidder represent a significant investment in recruitment and training, the loss of which would be detrimental to Bidder's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any Bidder employee, or induce any such individual to leave the employ of Bidder. For purposes of this clause, a Bidder employee means any employee or person who has who has been involved in providing services under this Agreement.	As per RFP.

86.	NA	NA	Saving Clause	Clause not present in RFP	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 performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	As per RFP.
87.	NA	NA	Deemed Acceptance	Clause not present in RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Customer 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 Customer.	As per RFP.
88.	NA	NA	Change Order	Clause not present in RFP	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.	As per RFP.
89.	NA	NA	Termination by Bidder	Clause not present in RFP	Successful Bidder may terminate the Agreement upon written notice to the Customer in the event that the Customer commits a material breach of the Agreement or Statement of Work, including non-payment of fees and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days after receipt of notice.	As per RFP.
90.	NA	NA	Credit Period for Payment	Clause not present in RFP	All the payments to be made within 30 days of submission of invoice	As per RFP.

91.	NA	NA	Reference documents	Clause not present in RFP	Notwithstanding anything contained elsewhere, the Request for Proposal and/or contract signed between the Customer and the successful bidder ("Contract") shall specify the document to be issued by the Customer for procuring the deliverables ("Procuring Document"). Such Procuring Document shall – (a) Be solely governed by the terms and conditions of the Contract (b) Make an express reference to the Contract It is also clarified that no pre-printed terms and conditions mentioned in the Procuring Document shall apply to the successful bidder.	As per RFP.
92.	NA	NA	Intellectual Property Rights	Clause not present in RFP	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 Customer.	As per RFP.
93.	NA	NA	Exchange Rate Variation	Clause not present in RFP	"It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR ____ ("Base Exchange Rate"). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate."	As per RFP.
94.	NA	NA	Payment period	Clause not present in RFP	Department shall release the payment within 30days of submission of invoice	As per RFP.
95.	5	5	SECTION I Eligibility Criteria for the Bidder:	Customer references & Work orders stating project value must be attached along with the bid. (Form no. E-4)	Since we are under obligations of confidentiality with respect to our previous contractual assignments. Pls allow us to share Self-Certificate signed by authorized signatory or CS in place of Customer references & Work orders	As per RFP.
96.	6	1	Management of Central IT Infrastructure including Server, Storage etc.:	Bidder shall manage the servers on end-to-end basis like server administration, performance tuning, security , hardware and	Physical Security of Assets is customer responsibility.	As per RFP.

				software support and upkeep of the server.		
97.	6	1	Management of Central IT Infrastructure including Server, Storage etc.:	Agency will be responsible for O&M for any such additional equipment /devices /hardware/software procured by department specific to this project, 1% of the cost for each additional equipment/devices/hardware/software component, per annum would be applicable for additional payment as part of O&M and SLA will be enforced on new equipment /devices /hardware /software	GIL/CTD to ensure that training on new hardware or software to be enabled for O&M team.	As per RFP.
98.	6	1	Scope of work for Operation & Maintenance	Regular MIS report on hardware performance as decided by third party auditor/Government	Depending on tool capability provided by GIL/CTD or manual as agreed between Bidder and GIL(on best of effort basis)	<ul style="list-style-type: none"> • System Health Report (CPU and memory utilization) • System availability Report • Call log Report Etc...
99.			General	Link monitoring, Service desk, Server storage monitoring, Backup tool etc.	Hope all the tools are in place and will be extended to Bidder. Please let us know if Bidder can propose any tool.	As per RFP
100.		7	NA	The minimum requirement of the manpower resources table given	On page no 7 resource requirement for Central site IT Infrastructure is given and Operation Manager role is not mentioned in given requirement but on page number 23 of price section of Part-2 Total Operation & Maintenance of IT Infrastructure of VATIS Project, requested for price of Operation Manager so need to take clarity on this role	See the revised financial bid- Part 1

101.		17	Penalty Calculations Pointer (e)	Penalties for not meeting SLAs Non meeting of SLAs would attract a penalty calculated on cumulative basis in a quarter, of Rs 5,000/- per hour for every hour of downtime beyond the period allowed under uptime (i.e. uptime <99.5%) and calculated as detailed above	there is confusion as penalty charged is Rs. 5000/- or Rs. 1000/- ? per hour for every hour of downtime beyond the period allowed under uptime As under pointer e) it is written Penalty charges will be Rs 1,000/- per hour for every non-compliance hour to be charged on quarterly basis beyond the period allowed under uptime calculation.	See the corrigendum
102.			General		EOSL Devices:If devices going EOSI/LDoS during contract period – do we need to quote support till EOSL date only ? Will customer buy it ? Or bidder has to manage it on best effort basis only	AMC & Support to be provided for the entire contract period.
103.			General		1.Please Share the SAID for Data protector Back-up software both for DC and DR 2.Please Share the SAID for HP NNMI (HP Open View components mentioned in System Software) both for DC and DR 3.Please Share the previous License Certificate for HP Arcsight security component both for DC and DR 4.Please Share the SAID for Metro Cluster or the Last year License Copy	As per RFP
104.			General		<ul style="list-style-type: none"> Trend Micro – Need previous Year License Certificate. E-Mudra SSL Certificate – Need Previous Year License Certificate. 	As per RFP
105.	-	-	-	-	System Software support (Page No. 9/53) SAIDs / Software Support Contract Details are not mentioned. This is required for back to back support alignment, understanding covered SOW / SLA for the critical applications.	As per RFP
106.	-	-	-	-	Page NO. 11/53: Contract duration will be counted from the date of issue of order under this RFP, <u>any tentative idea of PO date as based on this only the B2B commercial can be worked out.</u>	As per RFP.
107.	-	-	-	-	<u>UPS battery being consumable items are not covered under AMC.</u>	UPS battery replacement is not part of the scope of work.

108.	-	-	Page : 5, Eligibility Criteria : Section 1: Point 5: The bidder must have at least 3 customer reference sites for providing AMC/ O&M Support Services of IT equipment's at Data Centre/Server farm in India having Minimum order value of Rs. 50 Lacs each during last three years as on bid Issuance date or should have at least three customer reference sites for providing IT Hardware equipment's at Data Centre/ server farm having minimum order value of Rs. 2 crore each during last three years as on bid Issuance date Customer references & Work orders stating project value must be attached along with the bid. (Form no. E-4)----	<u>This being tender for Support for Mission Critical Infrastructure, Back to back Support & manpower tender referring to the earlier GIL tenders as well; the criteria of "Providing IT Hardware Equipments at Data Center / Servers Farms" seems to be a part of Supply tender, instead we request you to consider min. manpower availability with vendor should be 100 as in tender we need approx. 90 + resources for the project which seems to be a point which needs consideration and requesting you to remove the point of supply of products.</u>	See the corrigendum
109.	-	-	-	We have tried to verify few of the Serial Nos online but found are already out of support and invalid serial nos also been found, hence requesting you to let us know the support expiry date of System Hardware & System Software support with corrected serial Nos.	See the revised BoQ with serial numbers
110.	Eligibility Criteria for the bidder	Page 5 of 53 Point 1	The bidder should have an average annual turnover of Rs. 20 Crore (Minimum) of last three financial years as on 31.03.2019. The copies of Audited Annual Accounts/Balance Sheet along with Profit & Loss Account and CA Certified Statement for last three financial years shall be attached along with the bid. In Case of Unaudited Balance sheet for the financial year 18-19, provisional CA certificate is allowed. (Form no. E-1)	Looking to the estimation of the proejct, we woud request you to change experience criteria as below so that customer will get technical and financial capable bidders to execute the project. The bidder should have an average annual turnover of Rs. 50 Crore (Minimum) of last three financial years as on 31.03.2019.	As per RFP.
111.	Evaluation of Bids:	Page 14 of 53 Point 27,28	27. Evaluation of the Bids: After the closing time of submission, GIL / GoG committee will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The eligibility & technical criteria evaluation will be carried out of the responsive bids. GIL may seek clarifications if required on eligibility & technical section. The financial bid of the bidders who are eligible & technically qualified will be opened and financially L1 bidder will be decided from the sum total of prices for all line items without	We would request you to give order to L-1 bidders and there should no negotiation to the L-1 bidder, please consider the same and amend it accordingly.	As per RFP.

			<p>tax and then called for further negotiations, if required.</p> <p>28. The Contract will be awarded by the department at their own discretion to successful L1 bidder at finalized negotiated rates.</p>		
112.	The terms and conditions are as follows:	Page 8 of 53	<p>Qualification of skilled manpower to be deployed at all client end locations: Diploma (EC/IC/IT/Computer)/ITI (IT/computer trade) with min. 1 year relevant experience in the IT supports Field. If the said manpower is found to be absent without prior permission at the location, then a penalty of Rs. 500/- per absent day will be levied which would be deducted from the quarterly payment.</p>	<p>Service Engineer Qualification should be as below as per industry standard and requirement of the project.</p> <p>Diploma (EC/IC/IT/Computer)/ITI (IT/computer trade) /Any Graduation with minimum 1 years of experience in IT. Extra certification in IT domain will be an added advantage.</p>	As per RFP.
113.	back to back CAMC	Page 15 of 53	<p>32.3. Bidder has to ensure back to back CAMC Support services from respective OEMs & the same shall be ensured at the time of making the payment to the successful bidder.</p>	<p>According to us, Back to back support are required for critical components only, while rest not critical components like some servers, computer, printers etc. will cover comprehensive support from vendor. Hence, we would request you to please share list of critical components where back to back support from OEMs is required.</p>	As per RFP.
114.	Page No. 5/SECTION I/Point 1		<p>The bidder should have an average annual turnover of Rs. 20 Crore (Minimum) of last three financial years as on 31.03.2019. The copies of Audited Annual Accounts/Balance Sheet along with Profit & Loss Account and CA Certified Statement for last three financial years shall be attached along with the bid. In Case of Unaudited Balance sheet for the financial year 18-19, provisional CA certificate is allowed. (Form no. E-1).</p>	<p>The bidder should have an average annual turnover of Rs. 15 Crore (Minimum) of last three financial years as on 31.03.2019. The copies of Audited Annual Accounts/Balance Sheet along with Profit & Loss Account and CA Certified Statement for last three financial years shall be attached along with the bid. In Case of Unaudited Balance sheet for the financial year 18-19, provisional CA certificate is allowed. (Form no. E-1).</p> <p>Reason: There are several small and medium sized companies who have the required skill set that matches the departments requirement but lack in terms of average annual turnover criteria. This would allow more participation and thus create a healthy competition. Thereby allowing the department to avail services at competitive prices. Hence we request you to consider the change.</p>	As per RFP.
115.	Page No.		<p>The bidder must have at least 3 customer reference sites for providing AMC/ O&M</p>	<p>The bidder must have at least 3 customer reference sites for providing AMC/ O&M Support Services of IT equipment's at Data</p>	As per RFP.

	5/SECTION I/Point 5		Support Services of IT equipment's at Data Center/Server farm in India having Minimum order value of Rs. 50 Lacs each during last three years as on bid Issuance date or should have at least three customer reference sites for providing IT Hardware equipment's at Data Center/ server farm having minimum order value of Rs. 2 crore each during last three years as on bid Issuance date Customer references & Work orders stating project value must be attached along with the bid. (Form no. E-4)	Center/Server farm in India having Minimum order value of Rs. 50 Lacs each during last three years as on bid Issuance date or should have at least three customer reference sites for providing IT Hardware equipment's at Data Center/ server farm having minimum order value of Rs. 1 crore each during last three years as on bid Issuance date Customer references & Work orders stating project value must be attached along with the bid. (Form no. E-4). Reason: There are several well-established companies in the field of IT/ITeS that have executed several projects for providing IT Hardware equipment's at Data Center/ server farm with various State and Central Government Departments across the country. Not all these orders may be within the last three years from the date of release of this tender. Also not all orders may be equivalent or exceed a value of Rs.2 Crore. Such companies will have the financial standing and overall experience of working with Government Organisations and would be able to cater departments requirement. Amending this criteria more participation and thus create a healthy competition. Thereby allowing the department to avail services at competitive prices. Hence we request you to consider the change.	
116.	Page No.11/ Point b		Hardware Support Services - Successful vendor will deliver 24-hour Repair-Time Commitment, to correcting hardware malfunctions & resolution of the issue/problem. This will have to be done within 24 hours from our initial call to the Response Center.	Hardware Support Services - Successful vendor will deliver 72-hour Repair-Time Commitment, to correcting hardware malfunctions & resolution of the issue/problem. This will have to be done within 72-hours from our initial call to the Response Center. Reason: As the list of products mentioned in the RFP(Annexure-C) are EOS. For critical issues such as motherboard replacement would require minimum 2-3 working days.	As per RFP.
117.	Section III: Point 30 (Page 15)	Bid validity will be of 180 days after the date of financial bid opening.	Requesting same to be reduced to 60 /90 days.	Due to continuous currency fluctuations, it will be difficult to hold the same prices for such a long period.	As per RFP.
118.	Section III: Point 32.3 (Page 15)	Bidder has to ensure back to back CAMC Support services from respective OEMs & the	Requesting that MAF should be mandatory for every Bidder and Bidder need to present contract letter from OEM within 30days of awarding of the same.	MAF will authenticate the bidder got the authorization from OEM and Contract Letter will give 100% assurance that all the products are covered back to back with OEM support	As per RFP.

		same shall be ensured at the time of making the payment to the successful bidder			
119.	Section IV : Financial Bid Format(Page 20)	OEM Authorization is not required to quote this bid	Requesting that MAF should be mandatory for every Bidder	MAF will authenticate the bidder got the authorization from OEM to participate in the BID.	As per RFP.
120.			Incomplete Inventory list	we have shared the list of serial numbers which were covered under previous contract , CTD team can validate the same and guide for further actions	See the revised BoQ with corrected serial numbers
121.			End of Life/Support Products	There are Few devices which are getting out of support Before expected contract date (Marked in Yellow), we recommend that all these product should be replaced with Similar or New Products after LDOS date passed or we can provide the quotes for new devices now only for replacing them immediately.	During the contract period of AMC, if OEM declares any equipment as end of support for any reasons, the bidder has to replace that equipment with better or equivalent products within the cost of the AMC.
122.					

Note: During the contract period of AMC, if OEM declares any equipment as end of support for any reasons, the bidder has to replace that equipment with better or equivalent products within the cost of the AMC.