

Date 22.06.2022

CORRIGENDUM-2

Request for Proposal (RFP) for Selection of Agency for Operation & Maintenance (O&M) of GSDC on behalf of Department of Science & Technology (DST), Government of Gujarat (GoG)

(GeM Bid Number: GEM/2022/B/2074909 Dated 29-03-2022)

Please find the response of queries after corrigendum dated 06.06.2022, Corrigendum (for date of 22.06.2022).

For further details visit www.gil.gujarat.gov.in

Request for Proposal (RFP) for Selection of Agency for Operation & Maintenance (O&M) of GSDC on behalf of Department of Science & Technology (DST), Government of Gujarat (GoG)
(GeM Bid Number: GEM/2022/B/2074909 Dated: 29-03-2022)

Corrigendum (Date: 22.06.2022)

Sr. No.	Volume & Section	Bid Clause	Remarks / Modified Clause
Volume - I			
1	Section II – Eligibility Criteria Point - 04	The bidder must have positive net worth and should be Profit making in each of the last three financial years as on 31st March, 2021.	The bidder must have positive net worth or should be Profit making in each of the last three financial years as on 31st March, 2021.
2	AMC/ Warranty for IT & Non-IT components	Relevant Annexures	<p>For Non IT omponents/devices: For all GSDC Non-IT components/devices mentioned in this RFP bidder can do back-to-back OEM agreement through Distributor or other partner for AMC/Warranty and shall provide a copy of the service level agreement signed with respective OEMs.</p> <p>For Server and Storage : For EoL/EoS of Servers and Storage, OEM support is required till declaration of end of support by OEM and after the end of support declaration by OEM, CAMC support for the device shall be provided with required SLA by bidder till the expiry of contract.</p> <p>For Security and Network Component: Bidder should replace the equipment after declaration of EoL/EoS by OEM with equal or higher capabilities from the OEM mentioned in latest Gartner Leader Quadrant OR if Gartner report is not available for particular product category then OEM should be listed in top 5 vendors of latest IDC report</p>

Request for Proposal (RFP) for Selection of Agency for Operation & Maintenance (O&M) of GSDC on behalf of Department of Science & Technology (DST), Government of Gujarat (GoG) (GeM Bid Number: GEM/2022/B/2074909 Dated: 29-03-2022)

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Sl. NO	Areas	Description by Bidder	Bidder Submission	Tenderer Response																																																																																																																																																												
1	Annexure - Other IT devices	NTP Server VCL 2156	Please share the OEM details for this server.	Current NTP Server details are as below : Valliant Communication Limited - NTP Server VCL 2156																																																																																																																																																												
2	Annexure - Tools and Licenses	2 Factor OTP Authentication -	OEM / Partner – Not Available, Please share the OEM details.	Current 2 Factor authentication is Custom build solution.																																																																																																																																																												
3	Annexure - Servers and Other IT Devices	Cisco - Product Serial #s	There is error shown in CISCO System with respect to few Serial Nos. hence we are not able to pull the AMC quote in System. It might happen that some of the products are registered with other parter , hence we are not able fetch the quote from Cisco tool, however we are working with oem for manual proposal In the meantime, Could you Please help to re- validate CISCO Serial Nos. again.	No change, As per RFP.																																																																																																																																																												
4	Annexure - Tools and Licenses	Networker Licences - Dell EMC -	Please share HOST ID/Enabler Code/Contract ID.	Please find HostID:- fa00b6f4 and oddfc7d6 for Dell EMC networker license.																																																																																																																																																												
5	Annexure - Non IT Devices	Fire Suppression System , Fire Alarm System , Access Control	These OEM's name are mentioned in the Expansion Area , should we consider the same OEM's for rest of the locations as there is no mention of OEM..	Please find the attached details of NON-IT device as requested. Fire Suppression System:-FP-II-GR+. Fire Alarm System:-Quick Start (EST), Access Control: Honeywell																																																																																																																																																												
6	Annexure - Non IT Devices	CCTV	OEM / Partner name is not Available. Please share the OEM details for CCTV.	The current CCTV make is Cisco																																																																																																																																																												
7	Annexure - Other IT devices	F5 – Serial numbers(f5-nhrw-clj & f5-tvfd-mwzo)	Serial numbers shared by the customer not reflecting in the OEM system to pull the quote renewal. Could you please share the order details.	SDC Team has verified the serial number and model and found the serial number to be correct.																																																																																																																																																												
8	Annexure - Other IT devices	Check point – As per OEM , the serial number shared by us are End of Life in 2018 we cannot renew these assets anymore.	Am sure there would be a replacement products and serial number – If we can get more clarity and details from customer , it will help us ..	please refer Corrigendum.																																																																																																																																																												
9	Annexure - Other IT devices	Radware : Other Competition has asked for below 6 line items quote ,	Where as we have received only first 2 line items serial number from Customer..	Radware LLB details have already been mentioned in annexure and found correct by SDC Team. Please adhere to annexure.																																																																																																																																																												
10	General	Insurance	Who own's the Equipoment and what is the value of the Equipments for which Insurance need's to be taken	DST , Govt of Gujarat is the owner of this equipment, value will be shared with successful bidder																																																																																																																																																												
11	General	Our Commercial's will include , backdated value in case if the AMC is already expired along with reinstatement fees	Hope the approach is correct	As per RFP																																																																																																																																																												
12	General	Our Commercial's will include , replaced products post end of support as siad by the respective OEM's	Validation of the BOM and Integration with the other related products ?? Need more clarity	please refer Corrigendum.																																																																																																																																																												
13	Annexure - Non IT Devices	Honey Well - Honeywell EBI (Enterprise Building Integrator) Suit	System no of EBI required for OEM to quote.	The System no. of HoneyWell is : EBI R430																																																																																																																																																												
14	Annexure - Other IT devices	HP	Storage - HPE 3 PAR is not part of the inventory shared as told by the OEM, OEM has asked us to Validate with Customer on the Inventory list shared . (Currently it's incomplete as per OEM few servers and storage missing compared to other bidders)	Only O&M for HP 3PAR in scope of bidder																																																																																																																																																												
15	Annexure - Tools and Licenses	What is the licese count to be considered for all the software licenses? There are two columns given a) # of Licenses and b) Used . Please confirm whether # of licenses has to be considered or Used licenses in our pricing. An example has been shown below.	As confirmed by GSDC, Kyndryl shall consider the Maximum of both (# of Licenses and Used) <table border="1"> <thead> <tr> <th>Sl. #</th> <th>Name</th> <th>Description</th> <th>Part #</th> <th># of Licenses</th> <th>Used</th> <th>Version</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>PDF XPSD Engine</td> <td>Device:Microsoft</td> <td>00000000000000000000</td> <td>1000</td> <td>1000</td> <td>10.0.0.0000</td> </tr> <tr> <td>2</td> <td>PDF XPSD Engine</td> <td>Product: Citicad/Proc/View/Print</td> <td>00000000000000000000</td> <td>1</td> <td>1</td> <td>10.0.0.0000</td> </tr> <tr> <td>3</td> <td>PDF XPSD Engine</td> <td>Component:View/Print/Proc/Print</td> <td>00000000000000000000</td> <td>10000</td> <td>10000</td> <td>10.0.0.0000</td> </tr> <tr> <td>4</td> <td>PDF XPSD Engine</td> <td>Product: Multi-Stage</td> <td>00000000000000000000</td> <td>1</td> <td>1</td> <td>10.0.0.0000</td> </tr> <tr> <td>5</td> <td>PDF XPSD Engine</td> <td>Component:View/Print/Proc/Print</td> <td>00000000000000000000</td> <td>10000</td> <td>10000</td> <td>10.0.0.0000</td> </tr> </tbody> </table>	Sl. #	Name	Description	Part #	# of Licenses	Used	Version	1	PDF XPSD Engine	Device:Microsoft	00000000000000000000	1000	1000	10.0.0.0000	2	PDF XPSD Engine	Product: Citicad/Proc/View/Print	00000000000000000000	1	1	10.0.0.0000	3	PDF XPSD Engine	Component:View/Print/Proc/Print	00000000000000000000	10000	10000	10.0.0.0000	4	PDF XPSD Engine	Product: Multi-Stage	00000000000000000000	1	1	10.0.0.0000	5	PDF XPSD Engine	Component:View/Print/Proc/Print	00000000000000000000	10000	10000	10.0.0.0000	Bidder to consider maximum of the licenses as mentioned out of both.																																																																																																																		
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16	AMC for other IT devices	There are two tables given in the sheet . 1) GSDC IT devices under AMC 2) IT devices under O&M . Please confirm if AMC for the devices mentioned in O&M table also need to be considered ?	<table border="1"> <thead> <tr> <th colspan="12">IT Devices List under AMC & O&M</th> </tr> <tr> <th colspan="12">GSDC IT Device under AMC</th> </tr> <tr> <th>Device make and Model</th> <th>Serial#</th> <th>IT/Non-IT</th> <th>DeviceType</th> <th>Deployment</th> <th>Warranty End Date</th> <th>Year-1</th> <th>Year-2</th> <th>Year-3</th> <th>Year-4</th> <th>Year-5</th> <th></th> </tr> </thead> <tbody> <tr> <td>US-Radware AAS S224PRET</td> <td>31309189</td> <td>IT</td> <td>LB</td> <td>PRET</td> <td>30/11/2021</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>US-Radware AAS S224PRET</td> <td>31309187</td> <td>IT</td> <td>LB</td> <td>PRET</td> <td>30/11/2021</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <th colspan="12">GSDC IT Device under O&M</th> </tr> <tr> <th>Device make and Model</th> <th>Sl#</th> <th>Serial#</th> <th>IT/Non-IT</th> <th>DeviceType</th> <th>Deployment</th> <th>Warranty End Date</th> <th>Year-1</th> <th>Year-2</th> <th>Year-3</th> <th>Year-4</th> <th>Year-5</th> </tr> <tr> <td>US-Radware AAS S224PRET</td> <td></td> <td>31309189</td> <td>IT</td> <td>LB</td> <td>PRET</td> <td>30/11/2021</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>US-Radware AAS S224PRET</td> <td></td> <td>31309187</td> <td>IT</td> <td>LB</td> <td>PRET</td> <td>30/11/2021</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>US-Radware Alkon CTP</td> <td></td> <td>31304385</td> <td>IT</td> <td>LB</td> <td>CTP</td> <td>31/10/2022</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>US-Radware Alkon CTP</td> <td></td> <td>31304382</td> <td>IT</td> <td>LB</td> <td>CTP</td> <td>31/10/2022</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>US-Radware Alkon CTP</td> <td></td> <td>31304385</td> <td>IT</td> <td>LB</td> <td>CTP</td> <td>31/10/2022</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>US-Radware Alkon CTP</td> <td></td> <td>31304382</td> <td>IT</td> <td>LB</td> <td>CTP</td> <td>31/10/2022</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	IT Devices List under AMC & O&M												GSDC IT Device under AMC												Device make and Model	Serial#	IT/Non-IT	DeviceType	Deployment	Warranty End Date	Year-1	Year-2	Year-3	Year-4	Year-5		US-Radware AAS S224PRET	31309189	IT	LB	PRET	30/11/2021							US-Radware AAS S224PRET	31309187	IT	LB	PRET	30/11/2021							GSDC IT Device under O&M												Device make and Model	Sl#	Serial#	IT/Non-IT	DeviceType	Deployment	Warranty End Date	Year-1	Year-2	Year-3	Year-4	Year-5	US-Radware AAS S224PRET		31309189	IT	LB	PRET	30/11/2021						US-Radware AAS S224PRET		31309187	IT	LB	PRET	30/11/2021						US-Radware Alkon CTP		31304385	IT	LB	CTP	31/10/2022						US-Radware Alkon CTP		31304382	IT	LB	CTP	31/10/2022						US-Radware Alkon CTP		31304385	IT	LB	CTP	31/10/2022						US-Radware Alkon CTP		31304382	IT	LB	CTP	31/10/2022						As per RFP
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17	Tools - NMS/EMS	Tools - NMS/EMS - CA Monitoring and Management tool.	Are all current deployed tools running in High availability mode ? Kyndryl may leverage some of the existing tools.	Kindly refer Corregendum Dt.06-06-2022																																																																																																																																																												
			Please confirm if below tools (CA modules) are already installed and configured. Please answer in Yes and No	Kindly refer Corregendum Dt.06-06-2022																																																																																																																																																												
			CA Service Operation Insight	Kindly refer Corregendum Dt.06-06-2022																																																																																																																																																												

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18		Tools Configuration and installation	CA Identity Manager for Business User CA Privilege Identity manager CA SSO for Business users CA BSI (Business service Insight) for SLA management. CA Client Automation CA Service Management Asset Portfolio Management Package CA Unified Infrastructure Management Server and Application Pack CA Unified Infrastructure Management Service Response Time	Kindly refer Corrigendum Dt.06-06-2022 Kindly refer Corrigendum Dt.06-06-2022
19		Tools Platform - Windows version 2012/16 or 19	Please confirm the underlying OS and the version of the servers on which current tools are deployed. If these are on legacy platform then OS will get upgraded, else, same can be leveraged and continued for hosting the NMS tools.	Kindly refer Corrigendum Dt.06-06-2022
20	Corrigendum	GSWAN Count	As per the Corrigendum, GSWAN devices count is 22000, while tools and licenses sheet has 11237 licenses. As per telephonic conversation, these GSWAN count will increase from 11k to 22k in 5 years. Shall we consider 20-25% increase every year.	The Current asset count in GSWAN is 12K and to consider license count, we have factored increase of 20% as estimation over 5 years.
22			This is in reference to the RFP floated for 5 Years AMC Support, would like to request you to please share the HOST ID/Enabler Code for the Networker support asked for: So, that we would be able to quote to participating bidders. Name: Backup - Networker Capacity based Description :DPSuite B/upSW 100TB Site name - 25974853 Part # : 456-100-042 # of Licenses: 100 Used : 160.2 Version : 19.3.0.2 SA/Support : y Year 1 to Ya	Please fin the host ID: fa00b6f4 and Oddfc7d6
23			This is in reference to the RFP floated for 5 Years AMC Support, would like to request you to please share the HOST ID/Enabler Code for the Networker support asked for: So, that we would be able to quote to participating bidders. Name: Backup - Networker Capacity based Description :Networker VTL 10 TB Capacity Add ON (5 x10 TB = 50 TB) Part # : 456-100-042 # of Licenses: 50 Used : 43.9 Version : SA/Support : y	Please find the HostID:- fa00b6f4 and Oddfc7d6
24			Section 2.1 - AMC Is Bidder responsible for Asset Refreshes for all IT and Non IT Devices (which are going out of support) as a part of AMC scope ? If yes, does bidder need to own the hardware/software in addition to procurement and installation ?	please refer Corrigendum.
25			Section 2.1 -j Bidder understands that all the IT and Non IT devices are present in single GSDC data center except Biometric Access control system (including all accessories like biometric Finger scan card reader, Controller, Smart card reader, Access control software, Smart cards etc) is installed in 33 locations. Please share the list of 33 locations.	Bidder is responsible for Access control system installed at 33 Collector offices across Gujarat.
26			Please share the technology and instance count of ; 1) Virtual Servers (Windows, Linux etc), only physical server count has been given in the sheet 2) Databases (MS SQL, MySQL, Postgres etc) This is required for the count of VM and eventually to know the number of licenses and related items.	Details will be shared with successful bidder
27			Annexure 3 - tools Details Bidder understands they will only be responsible for maintenance and support. GSDC will be responsible for purchasing and owning the required YoY annual licenses as per the clause mentioned in the RFP	Required Licenses & support need to be provided by bidder

Sl. NO	Areas	Description by Bidder	Bidder Submission	Tenderer Response
28			<p>Section 2.4.2 - Alarm Correlation & Root Cause Analysis Capabilities Is the below functionality available today in the current tool set ? "The selected O&M agency shall develop and provide a mobile application for incident management, alerts, and notifications for GSWAN & GSDC. The app should be able to generate alerts / notifications in case of occurrence any network downtime related incidents. The application shall be hosted at Gujarat State Data Centre. The app shall provide role based access to the engineers at state level, district level & taluka level as well as to GIL/DST authorities, as required. The selected O&M agency shall be responsible to maintain & manage the app hosted at GSDC." What is the timeline of this mobile application ?</p>	Kindly refer Corrigendum Dt.06-06-2022
			<p>Section 2.6 Help Desk Set up Please confirm if Bidder has to purchase, procure and supply all the required help desk software licenses as per the given quantity ? Or GSDC will purchase and own these software and Bidder is required to provide support and CAMC for the help desk software?</p>	Required Licenses & support need to be provided by bidder
21			<p>Section 2.9.5 - Application Support - " Bidder has to maintain, manage and provide end to end support for the current and future in-house developed application(s) at GSDC in line with DST requirement. Currently GSDC has developed ADVAIT portal which having multiple application/OSS tools like GSDC Dashboard, GSDC-VC (Jitsi), GSDC-Drive (SFTP server), GSDC-Git (Gitea server), GSDC-LMS (Moodle), GSDC-API-Gateway (WSo2), GSDC-ClouchDB (No-SQL), GSDC-ELK ". Is bidder expected to develop and continuously enhance these applications? Also Bidder understands that its responsibility is limited to monitoring , initial troubleshooting and coordinating with Application vendor for further resolutions. Enhancement, Bug fixing, development, migration etc. will be out of scope.</p>	Operations, monitoring , initial troubleshooting and coordinating with Application vendor/OSS forum for further resolutions, Enhancement, Bug fixing, development, migration etc. will be in scope of bidder
22			<p>Section 2.17 - Backup and Restore How are the physical tape handling activities being done ? Is Bidder responsible for providing offsite transportation support ?</p>	End to end activity to be performed by bidder
			Please provide the ticket dump of last 6 months for better understanding of the environment.	will be provided to successful bidder
			<p>Section 2.2.1 , point # h - There are various equipment /devices which are not in use. The list of such devices/equipment but not limited to, is attached at Annexure J. Bidder is required to coordinate with DST/other appointed agency by DST for necessary disposal of said equipment/device in line with instruction received from DST/GoG. Please share Annexure J to evaluate cost and effort.</p>	There are few IT and non-IT devices, details of which would be shared with successful bidder
			Warranty has been expired of more than 50% of all the equipments, How are they still having support structure from different OEM's please clarify.	Please refer corrigendum dated 06.06.2022 for revised dates of inventory in annexure.
			Overall inventory detail of all the equipments/products are not matching if we conclude the expiry date tables and serial number tables. Please provide the refined and correct information.	All information has been provided in RFP
			In the RFP, VAPT audit has been asked on monthly basis, which will imply a huge cost. Will you please elaborate the clause once again.	No change, As per RFP.
			Refresh has been asked for the Network components whose EoL/EoS will occur in next 5 years but in these cases, the refresh cost will be much higher than the AMC cost and hence the bid cost. Please elaborate.	please refer Corrigendum.
			Additional Helpdesk has been asked which will be integrated with existing NMS/EMS. As per RFP, its requirement does not fulfill any thing in the network except a dedicated helpdesk number to connect with new team of partner to be selected. Please confirm the same.	Please refer corrigendum dated 06.06.2022 for clarification on procurement of EMS / NMS.
			Bidder is required to keep requisite spares to ensure adherence of SLAs and continuity of O&M operations - Please provide the list of spares of all the equipments irrespective of having running AMC or out of AMC	Please refer the annexure & Corrigendum dated 06.06.22 for revision of warranty dates.
		In case TENDERER decides to migrate the network to IPv6, the successful bidder shall prepare the migration plan and execute the same within 6 months. Failing to the same will attract the penalty of Rs. 1000 per week. The risk of non migration of old version of equipment will keep with Customer.	Penalty will be levied on delay attributed to bidder only	
23	Section-II Eligibility Criteria - 1	Bidder should be a company registered/Incorporated in India and should be in existence for at least five years as on bid submission date	<p>We request to kindly amend the clause as following: Bidder should be a company registered/Incorporated in India and should be in existence for at least five years as on bid submission date.</p>	No change, As per RFP.

Sl. NO	Areas	Description by Bidder	Bidder Submission	Tenderer Response
24	Section-II Eligibility Criteria - 3	The Bidder must have average annual turnover of at-least Rs.100 Crores in any three financial years out of last four Financial Year (any three financial year i.e. 2017-18, 2018-19, 2019-20 or 2018-19, 2019-20, 2020-21) as on 31st March, 2021.	<u>CA Certificate or Audited and Certified Balance Sheet including Profit/Loss Account</u> of last 3 Financial Years should be enclosed. CA certificate mentioning turnover generated from Networking (Setting up of O&M) and Datacenter (Setting up of O&M) of the bidder should be certified by CA.	No change, As per RFP.
	4.1	Application	The RFP refers to terms under the RFP as well as the final contract. Bidder request clarity on whether the final Contract will have additional terms, besides what is specified in this RFP. If yes, request that those terms be shared with us for our review, or such terms will be subject mutual agreement between the parties.	No change, As per RFP.
	4.2	Standard	Bidder wishes to clarify that it shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country as on the date of the requirements and design submissions, to the extent applicable to the services rendered by it under the RFP. Similarly, the equipments and services supplied under this contract shall conform to the standards mentioned in the requirement specifications set out in the RFP.	No change, As per RFP.
	4.3	Patent Rights	Bidder wishes to clarify that it shall settle and defend the Tenderer, in the event of any third party, direct claims against the Tenderer, of infringement of patent, trademark or industrial design rights arising from the use of <u>Bidder's branded equipments</u> and services or any part thereof.	No change, As per RFP.
	4.6	Change Order	Bidder wishes to clarify that any changes to the scope of contract by the Tenderer shall be subject to mutual agreement between the parties.	No change, As per RFP.
	4.9	Take over	Bidder wishes to clarify that the right to takeover the operations and management before expiry of this contract will arise only in the event of material breach of the terms of the RFP and if the same has not been rectified within 90 days from date of notice. Bidder wishes clarify that such takeover shall be without any liability towards the Bidder. Bidder wishes clarify on whether this specific clause shall result in the invocation of the the risk purchase clause and termination clause. Please clarify how the takeover clause and risk purchase clause are different.	No change, As per RFP.
	4.1	Inappropriate use of network	Bidder wishes to clarify that the use of network and equipments installed by Tenderer shall be used for the purpose of rendering the services agreed under the Contract.	No change, As per RFP.
	4.11	Termination for default	Bidder wishes to clarify that termination for default shall be mutual, only for material breach and subject to a cure period of 90 days to rectify the identified default from the date of notice of such default. Bidder wishes to clarify that the tenderer will pay for goods and services delivered until the date of termination	No change, As per RFP.
	4.12	Termination for insolvency	Bidder wishes to clarify that Termination for insolvency or bankruptcy will be subject to an order to that effect passed by a competent court. Bidders wishes to seeks the clarity on what grounds/events the PBG can be invoked. In the event of insolvency PBG can be invoked when bidder's performance is materially affected.	No change, As per RFP.
	4.13	Force Majeure	Bidder proposes deletion of the words "and not involving the O&M agency" from Section 4.13.2	No change, As per RFP.
25	4.14	Resolution of Disputes	Bidder proposes that the disputes be referred to a panel of three arbitrators appointed by each Party and the third arbitrator shall be appointed by the aforesaid two arbitrators. Subject to the above, the Parties further agree that the courts of Gandhinagar, Gujarat shall have jurisdictions for all other matters.	No change, As per RFP.
26	4.25	Confidentiality	Bidder wishes to clarify that in the event that Bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential under the RF/Contract, it shall promptly notify TENDERER <u>where permissible and practicable</u> .	No change, As per RFP.
27	4.24	Limitation of liability	Bidder proposes the following amendment to the existing clause: O&M agency's cumulative liability for its obligations <i>and all direct claims under the contract</i> shall not exceed the <i>amounts paid (if recurring charges, up to 12 months' charges apply) for the Services that is the subject of the claim, regardless of the basis of the claim. contract value</i> and the O&M agency shall not be liable for incidental, consequential, or indirect damages, <i>exemplary, or economic consequential damages</i> including loss of profit or <i>business value, revenue, goodwill, or anticipate d savings. These limitations apply collectively to Kyndryl, its affiliates, contractors and suppliers.</i>	No change, As per RFP.

Sl. NO	Areas	Description by Bidder	Bidder Submission	Tenderer Response
28	4.27	Performance Bank Guarantee of the Contract	<p>Bidder wishes to clarify that the PBG will be invoked only in the event of material breach, if the same is not cured within 90 days from the date of notice of default.</p> <p>Bidders wishes to seeks the clarity on what grounds/events the PBG can be invoked.</p> <p>Bidder proposes PBG on Yearly value and not the period of entire contract for 5 years.</p>	No change, As per RFP.
29	4.3	Successful bidder (O&M agency's) Obligations	<p>Bidder proposes the following amendment to 4.30(b):</p> <p>The O&M agency shall ensure that the Services are performed in accordance with the terms hereof and to the satisfaction of TENDERER. Nothing in this Contract relieves the O&M agency from its liabilities or obligations under this Contract to provide the Services in accordance with TENDERER directions and requirements as stated in the Contract and the Bid to the extent accepted by both parties and TENDERER and the O&M agency shall be liable for any non- performance, non- compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its team.</p>	No change, As per RFP.
30	4.32	Statutory requirement	<p>Bidder wishes to clarify that it shall not act in contravention of laws, rules, regulations and amendment, <u>relevant and applicable to the services to be rendered</u> under the RFP/Contract. i.e, IT services laws. Tenderer shall be responsible and liable for any approvals required for it to ensure that the services envisaged under the RFP can be performed at the premises, without any liability to the Bidder. Bidder also proposes deletion of the indemnity sought in this section. Any liability cast upon the Tenderer as a result of contravention with such applicable laws, can be claimed under the liability clause.</p>	No change, As per RFP.
31	4.34	Right of Monitoring, Inspection and Periodic Audit	<p>Bidder wishes to clarify that for the purposes of monitoring, inspection and periodic audit, the documents and materials to be produced by the bidder shall be strictly relate to the services rendered under the Contract. Further such audits/inspections and monitoring will be subject to the following conditions:</p> <p>third party auditors may be appointed only with the mutual consent of the parties on a non-contingent basis after it has executed a confidentiality agreement with the Bidder.</p> <p>(b) upon thirty days prior written notice to Bidder; (c) no more than once each calendar year; (d) only in relation to the previous twelve months' activities; (e) during normal business hours (f) and only for the location at which the services are being performed; and (g) to the extent it does not interfere with O&M agency's ability to perform the Services in accordance with the Agreement.</p>	No change, As per RFP.
32	4.40	SLA monitoring	<p>Bidder wishes to clarify that audits under this section shall be subject to the following:</p> <p>:</p> <p>(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 O&M agency's ability to perform the Services in accordance with the Agreement and (f) only for the locations at which services are performed.</p> <p>Further third party auditors may be appointed only with the mutual consent of the parties on a non-contingent basis after it has executed a confidentiality agreement with the Bidder.</p>	No change, As per RFP.
33	4.41	Exit Management	<p>Exit management in the event of termination should commence from the expiration of the cure period.</p> <p>Bidder wishes to clarify that the exit management period shall end on a date which is mutually agreed upon by TENDERER the parties or one year after the beginning of the exit management period, whichever is earlier.</p> <p>After completion of contract period (5 years), the contract may be extended next one year subject to the service of the O&M agency and by mutual consent of O&M and tenderer</p> <p>Further bidder proposes deletion of Section 4.41.2 (c)- right of access to assets.</p>	No change, As per RFP.
34	4.42.1	Representations and Warranties by Bidder	<p>Bidder proposes deletion of Section 4.42 (e) (f) and (g).</p> <p>Bidder proposes the following amendments at 4.42(c) :</p> <p>(c) To the best of its knowledge, it will have the legally valid and enforceable title to all Equipment that are supplied directly by the Bidder to the Tenderer as specified in the RFP, as may be necessary for proper functioning and it will be free from all encumbrances, liens, charges.</p> <p>Bidder proposes the following amendments at 4.42(i) :</p> <p>(i) The O&M agency confirms that all representations and warranties of the O&M agency set forth in the Agreement are true, complete and correct in all respects to the best of its knowledge;</p> <p>Bidder proposes the following amendments at 4.42(j) :</p> <p>(j) To the best of its knowledge, no information given by the O&M agency in relation to the Agreement, project documents or any document comprising security contains any material mis- statement of fact or omits to state as fact which would be materially adverse to the enforcement of the rights and remedies of TENDERER or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct;</p>	No change, As per RFP.

Sl. NO	Areas	Description by Bidder	Bidder Submission	Tenderer Response
35	4.42.2	Representations and Warranties by TENDERER	<p>Bidder wishes to include the following terms under this section:</p> <p>(a)The Tenderer is responsible for promptly obtaining and providing to O&M Agency all Required Consents necessary for O&M to provide the Services under the Contract. A Required Consent means any consents or approvals required to give O&M and its subcontractors the right or license to access, use and/or modify (including creating derivative works) the hardware, software, firmware and other products which Tenderer uses, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products. O&M shall strictly follow the instructions issued by the Tenderer while procuring the Required Consents. Save to the extent caused due to not adhering to the instructions of Tenderer while providing the Required Consent, the respective Tenderer will indemnify, and defend O&M agency, its Affiliates, and their respective employees, officers, and directors against any claim by the providers or owners of such products (Third Party), as provided under the Indemnification section of the Terms of Business and subject to Indemnification Procedures set-up therein. O&M agency will be relieved of the performance of any obligations that may be affected by such Tenderer's failure to promptly provide any Required Consents to O &M agency.</p> <p>(b)Any third-party products, licenses provided by O&M agency under this Agreement shall be on a passthrough basis to Tenderer and all warranties license terms and indemnities shall be as per the relevant third party terms and conditions, if applicable</p>	No change, As per RFP.
36	4.44	Indemnity	Bidder wished to clarify that there are various nomenclatures used to refer to Tenderer and that the section does not clearly convey the type of obligations on the bidder. Request tenderer to provide clarity in this regard.	No change, As per RFP.
37	4.45	Risk Purchase	Bidder would like to clarify that it shall not bear the cost of such risk purchase and it shall be the sole and exclusive remedy for an even of material breach covered under this clause.	No change, As per RFP.
38	New Clause		<p>Bidder proposes the following clauses be introduced: IP clause</p> <p>Nothing contained in this Agreement will be deemed to grant any ownership in, or license to any patents, inventions, copyrights, or trademarks, services marks of either Party, whether made available under this Agreement or not.</p> <p>When Bidder provides deliverables under the Contract, Tenderer will own the copyright in works of authorship that Bidder develops for Tenderer as described in the Contract. Project Materials exclude Existing Works. Existing Works are works of authorship delivered to Tenderer, but not created, under the Contract, and includes any modifications or enhancements of such works made during the performance of the Services. Some Existing Works may be subject to a separate license agreement (Existing Licensed Works). A software program is an example of an Existing Licensed Work and is subject to its licensing terms.</p>	No change, As per RFP.
39	3.5	EMD The Bidder shall furnish, as part of the Bid, a Bid security for the amount of Rs. 1,60,00,000/- EMD 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)	Bidder seeks clarity on under what circumstances the EMD will be forfeited.	Please refer the RFP for clause that can forfeit EMD.
40	3.11.8	Bid Price The quoted prices shall be valid for 365 days from the date of opening of financial bid.	Bidder seeks to clarify the period as Clause No. 3.13 (365 Days) contradicts the Clause No. 3.11.8 (180 Days) in terms of price validity	Bid Validity is for 180 days, however the quoted prices shall be valid for period of 365 days from the date of opening of financial bid.
41	3.5.2	PBG The successful bidder has to submit the Performance Bank Guarantee (PBG) within fifteen (15) working days of receipt of award. The PBG should be 10% of total contract value and valid up to 180 days beyond the expiry of the contract	<p>> Bidder seeks clarity on what grounds PBG would be invoked</p> <p>>Bidder proposes PBG on Yearly value</p> <p>>Bidder wishes to clarify that the PBG will be invoked only in the event of material breach, if the same is not cured within 90 days from the date of notice of default.</p>	Please refer the RFP for clause that can invoke PBG.
42	4.7	Assignment The O&M agency shall not assign, in whole or in part, his obligations to perform under the contract, to any other party or persons, except with TENDERER's prior written consent. The permission, if any, of TENDERER has to be taken before award of the contract.	Bidder wishes to clarify that the right to receive payments can be assigned by the Bidder, without requiring prior consent of the Tenderer,	No change, As per RFP.
43	4.8	Sub Contract The O&M agency would provide the services on its own and no back-to-back sub-contracting shall be allowed. However if sub-contracting for specialized work is required, the O&M agency will take prior permission from TENDERER.	This clause is contradictory to backlining of AMC to respective OEMs however for Manpower purposes this clause is Okay. So please make necessary amendments to this clause to accommodate the requirement.	please refer Corrigendum.

Sl. NO	Areas	Description by Bidder	Bidder Submission	Tenderer Response
44	4.19	4.19.1 statutory Deductions and Payment 4.19.2 The payments to the O&M agency will be made monthly at the end of each month on Acceptance of the invoice by the TENDERER or its designated agency. The invoice would be processed for release of payment within 15 days after due verification of the invoice and other supporting documents by TENDERER or its designated agency. However, in case the processing of the invoice gets delayed beyond 15 days from the date of acceptance of invoice, the O&M agency would be paid an ad-hoc amount of 50% of invoice value and the remaining amount would be released after getting clarifications, due verification and imposition of penalty, if any	> What is Acceptance and time period of Acceptance, is there a deemed acceptance? Bidder seeks clarity on due verification of invoices entails and what is the timeline for such verification? > Bidder proposes full payment be made against the invoice within 15 days from date of submission of invoices > Bidder wishes to propose Late payment fee of 2% Per month till overdue amounts are paid > Kyndryl reserves the right for suspension of services till the Overdue amounts are paid > At any point in time cannot withhold more than 1 month equivalent value of Invoice	No change, As per RFP.
45	Vol - I, Section II - Eligibility Criteria	The bidder must have positive net worth and should be Profit making in each of the last three financial years as on 31st March, 2021	Due to Covid impact, one of the year in last 3 years have not been profitable for OBS. We request you to either remove the requirement of profitability (same as in GSWAN RFP) or allow any 3 years of last 4 financial years to be profitable (same as in Point 3 of the same RFP)	Please refer Corrigendum.
46	Vol - I, Clause 4.11, Pg 18	Termination for default	As per the clause, 30 days of termination notice will be given but we assume that cure period of 90 days will be given as mentioned in 4.45 (risk purchase). Also failure to deliver "any" equipment or service is open ended. Hence we suggest the following - There will be 90 days of cure period given to take care of default, if the default condition persists even after cure period then 30 days of termination notice period will be sent as mentioned in clause	No change, As per RFP.
47	Vol - II, Section IV, Pg 54	Penalties	Section mentions about increase in penalty cap by 5% if maximum cap is breached for 2 consecutive quarters. Then tenderer has right to terminate if maximum penalty increases by 15% of the MP, we assume by this statement that tenderer has right to terminate if penalty cap reaches from 10% to 25% in 5 consecutive quarters (10% in first 2 months and 15% in 3 rd month and 20% in 4 th month and 25% in 5 th consecutive month). Is our assumption correct?	No change, As per RFP.
48	Vol - II, Section IV, Clause 4.1.2 Pg	Penalty for delay in implementation of NMS/EMS	Since contract covers operations & maintenance and is much larger than EMS/NMS hence we assume penalty deducted on contract value means penalty imposed on value of EMS/NMS in contract and termination of contract herein means part termination of EMS/NMS portion in contract	No change, As per RFP.
49	Vol - I, Clause 4.24, Pg 23	Limitation of liability	Suggest the clause as in existing contract - O&M agency's cumulative liability for its obligations under the contract, including indemnity, shall not exceed the value of charges payable by the tenderer within the remaining duration of the contract term from the day claim is raised and the O&M agency shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving	No change, As per RFP.
50	Corrigendum Page 38, Response Sr No 207	If any equipment EoL/EoS, Bidder can change with equivalent specs.	Please provide the specs of EOL/EOS products to replace. Only serial number will not help to understand exact configuration of the product. As per our interaction with OEMs, Servers like SGI, HCL, SIS, ACER, Firewall - Checkpoint are end of support. Also there are many products like Fortinet, Radware etc. are going out of support during the bid duration.	please refer Corrigendum.
51	General	EOL/EOS Product replacement	Since these are going to be new products/solutions, requesting authority to have a separate payment terms for it. Bidder can provide the details of all such products which they are going to replace in separate annexure with its cost.	please refer Corrigendum.
52	Corrigendum Page 5, Response in Sr. No 2	(ii) Bidder shall obtain the 5 year product warranty and 5 year onsite remotely free service warranty from OEM on all licensed software and onsite for computer hardware, peripherals, networking equipment and other equipment for providing warranty support.	As per current discussions with OEMs, many products are already out of sale and/or out of warranty. Some of them can only give warranty for few years. What is to be done in such case? In such cases upgrades for hardware, firmware etc. will not be available which should be acceptable to the tenderer.	please refer Corrigendum.
53	Corrigendum Page 5, Response in Sr. No 3	(t) The selected bidder shall have back-to-back arrangement with the OEMs for all IT related components / devices and shall provide a copy of the service level agreement signed with respective OEMs.	No OEM signs the service level agreement. What is to be done in this case?	No change, As per RFP.

Sl. NO	Areas	Description by Bidder	Bidder Submission	Tenderer Response
54	Corrigendum Page 5, Response in Sr. No 6	Clause added in Section II: Scope of Work , Section IV: Penalties, 4.1.1 Penalties for delay in takeover: If successful bidder fails to complete the taking over of existing O&M of GSDC within the 90 working days from the project kick off date , a Penalty of 0.50% of Monthly Payment for each week of delay or part thereof shall be levied, until the completion of take over process and signoff from DST/GIL. If the delay continues beyond 12 weeks, DST/GIL may terminate the Agreement and forfeit the PBG.	Requesting authority to keep a cap on maximum penalty. If bidders reaches maximum penalty twice/thrice then tenderer may forfeit the PBG and contract.	No change, As per RFP.
55	Corrigendum Page 6, Response in Sr. No 9	Clause added in Section II: Scope of Work , Section IV: Penalties. 4.1.3 Penalty for Delay in taking Insurance: Successful bidder will take insurance of the equipment under O&M within Six months from the date of signing of contract. Penalty of INR 1 lakh per week after six months from the kick of date shall be levied.	Requesting authority to keep a cap on maximum penalty. Also Insurance companies need current asset value so please help with the same.	No change, As per RFP.
56	Corrigendum Page 25, Response Sr No 93	As per RFP, 3.11.9 The Bidder has to submit detailed breakup of each financial price bid as per the attached Financial annexure for GSDC in separate sealed cover and should be submitted at the time of bid submission. As GEM is not allowing breakup of somany items, detailed breakup is to be submitted in physical sealed cover. Physical sealed cover would be opened in front of eligible participants at the time of financial bid opening. Rates submitted on GEM portal of all the aggregated cost under the head A & B of the price schedule will only be considered for L1 Evaluation. The physical price bid submitted to GIL for price breakup will be used during contract period for any addition / deletion of the item under the scope.	Kindly provide Schedule B in excel format.	No change, As per RFP.
57	Corrigendum Page 40, Response Sr No 221	yes, Bidder to provide this details during Take Over time. As per RFP, batteries were replaced at the end of 2nd and 4th year of the contract period during 9th and 17th quarter.	During our visit, we saw that the batteries in the expansion area was last changed in 2016. Requesting authorities to revalidate the same so we do not have to change them before 2nd Year.	No change, As per RFP.
58	General		F5-Support available till March 2025	please refer Corrigendum.
59			SIS,HCL,SGI,ACER already out of support and Sale	
60			Checkpoint Firewall already out of support and Sale	
61			FortiManager FM20003A15000387 support is available till Dec 24 only	
62			Radware support is only available till Sep 2023	

Sl. NO	Areas	Description by Bidder	Bidder Submission	Tenderer Response
63	General	Bid Submission Date Extension	Sir, we have recently submitted the GSWAN bid on 14th June. It is extremely difficult to be ready with the submission of GSDC bid hence requesting extension for 10 working days only.	Please refer corrigendum.
64	General		can bidder propose new equivalent hardware/ solution in place of Back to Back OEM CAMC of existing OEMs.	Please refer corrigendum.