

Pre-Bid Queries for Selecting an Agency for IT FMS Team for Bhamashah State Data Centre Jaipur and DR Site Jodhpur

NIB No. F4.15(01)/RISL/Ser/18/11358 dated 14-03-2018 ~ Tender ID: 2018_RISL_98541_1

Sr. No.	RFP Chapter No.	RFP Clause No.	RFP Page No.	Clause Details as per RFP	Query/Clarification/ Suggestion	Committee Remarks
1	3.1 Pre-Qualification Criteria	2 Financial: Turnover from IT/ ITeS	13	Financial: Turnover from IT/ ITeS	Please change the CA certificate to PO copies as proof for more than 100 Cr FMS orders in execution.	As per RFP.
2	3.1 Pre-Qualification Criteria	2 Financial: Turnover from IT/ ITeS	13	Average Annual Turnover of the bidder during the last five (5) financial years, i.e., from 2012-13 to 2016-2017 (as per the last published audited balance sheets), should be at least Rs. 300.00 Crores AND Average INR 100.00 Crores from IT FMS services in India during the last 5 Financial Years CA Certificate with CA's Registration Number/ Seal.	Kindly modify the clause to "Average Annual Turnover of the bidder during the last five (5) financial years, i.e., from 2012-13 to 2016-2017 (as per the last published audited balance sheets), should be at least Rs. 300.00 Crores AND Average INR 100.00 Crores from IT maintenance services in India during the last 5 Financial Years CA Certificate with CA's Registration Number/ Seal."	As per RFP.
3	3.1 Pre-Qualification Criteria	6 Relevant Business Experience	14	PO Copy	Sir request you to please allow us to submit self certificate for this as PO are confidential docs	As per revised RFP.
4	3.1 Pre-Qualification Criteria	6 Relevant Business Experience & 7 Experience in providing IT FMS	14	Copy of work orders	Since we are under obligations of confidentiality with respect to our previous contractual assignments. Since the project are related to Data Centers, all the project are governed through NDA. Hence, Pls allow us to share Self-Certificate/CA Certificate in place of client letter, work order/contract copy, completion/go-live certificate, client email etc.	As per revised RFP.
5	3.1 Pre-Qualification Criteria	6 Relevant Business Experience	14	The Bidder should be in the business of providing IT FMS Services for Data Centres for at least last 10 years. Self-Certification by the authorized signatory and Copy of work orders confirming years and Area of activity.	Kindly modify the clause to "The Bidder should be in the business of providing IT FMS Services for Data Centres for at least last 7 years. Self-Certification by the authorized signatory and Copy of work orders confirming years and Area of activity."	As per revised RFP.

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6	3.1 Pre-Qualification Criteria	7 Experience in providing IT FMS	14	<p>Experience in providing IT FMS</p> <p>The bidder should have experience in providing IT Facility Management Services at least three Data Centres during the last five (5) years (2012-13 to 2016-2017) in India</p> <ul style="list-style-type: none"> • IT FMS for Data Centres with Project cost of average 10 Crore or more per annum for will be considered. • Bidder's in house data centres shall not be considered. • Bidders who have built their own Internet Data Centre (IDC) for commercial use will be considered. 	<p>Experience in providing IT FMS</p> <p>The bidder should have experience in providing IT Facility Management Services at least three Data Centres Projects during the last five (5) years (2012-13 to 2016-2017) in India</p> <ul style="list-style-type: none"> • IT FMS for Data Centres with Project cost of average 10 Crore per annum for will be considered. • Bidder's in house data centres shall not be considered. • Bidders who have built their own Internet Data Centre (IDC) for commercial use will be considered. <p>or</p> <p>Experience in providing IT FMS</p> <p>The bidder should have experience in providing IT Facility Management Services at least three Data Centres Projects during the last five (5) years (2012-13 to 2016-2017) in India</p> <ul style="list-style-type: none"> • IT FMS for Data Centres with Project cost of average 05 Crore per annum for will be considered. • Bidder's in house data centres shall not be considered. • Bidders who have built their own Internet Data Centre (IDC) for commercial use will be considered. 	As per RFP.
7	3.1 Pre-Qualification Criteria	7 Experience in providing IT FMS	14	<p>Experience in providing IT FMS</p> <p>The bidder should have experience in providing IT Facility Management Services at least three Data Centres during the last five (5) years (2012-13 to 2016-2017) in</p>	Sir request you to please allow the value/PO of IT FMS also	As per revised RFP.

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				<p>India</p> <ul style="list-style-type: none"> • IT FMS for Data Centres with Project cost of average 10 Crore or more per annum for will be considered. • Bidder's in house data centres shall not be considered. • Bidders who have built their own Internet Data Centre (IDC) for commercial use will be considered. 		
8	3.1 Pre-Qualification Criteria	7 Experience in providing IT FMS	14	Bidders who have built their own Internet Data Centre (IDC) for commercial use will be considered.	what proof expected by Department from the bidder to submit as credential against this clause	As per RFP.
9	3.1 Pre-Qualification Criteria	7 Experience in providing IT FMS	14	<p>The bidder should have experience in providing IT Facility Management Services at least three Data Centres during the last five (5) years (2012-13 to 2016-2017) in India</p> <ul style="list-style-type: none"> · IT FMS for Data Centres with Project cost of average 10 Crore or more per annum for will be considered. · Bidder's in house data centres shall not be considered. · Bidders who have built their own Internet Data Centre (IDC) for commercial use will be considered. 	We Request to RISL to amend this clause as " IT FMS for Data Centres with Project cost of average 5 Crore or more across the 3 customer" for the priod of 3 years.	As per RFP.
10	3.1 Pre-Qualification Criteria	8 Certifications	14	<p>PRE-QUALIFICATION/ ELIGIBILITY CRITERIA:</p> <p>The bidder must possess, at the time of bidding, a valid</p> <ul style="list-style-type: none"> a. ISO 9001:2008 or Latest b. ISO 27001:2013 c. ISO 20000 	We request RISL to modify this clause as "The bidder must possess, at the time of bidding, a valid	As per RFP.
11	3.1 Pre-Qualification Criteria	9 Manpower Strength	14	The bidder must have on its roll at least 1000 technically qualified professionals of Facility Management Services of the level of L4, L3, L2 in Project Management, different	Suggestion: Kindly consider the attached Annexure 3 as a proof submission bidder's format.	As per revised RFP.

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				flavour of Operating Systems, Networking, Network Security, EMS/NMS, Systems integration, Cloud management, different flavour of Databases including Oracle, MY SQL, MS SQL, PG SQL and prior experience in providing the		
12	3.1 Pre-Qualification Criteria	9 Manpower Strength	14	Manpower Strength	Please change it to HR decalaration/ Self undertaking for manpower strength, it would be difficult to get 1000 People Name with designation.	As per revised RFP.
13	3.1 Pre-Qualification Criteria	9 Manpower Strength	14	The bidder must have on its roll at least 1000 technically qualified professionals of Facility Management Services of the level of L4, L3, L2 in Project Management, different flavour of Operating Systems, Networking, Network Security, EMS/NMS, Systems integration, Cloud management, different flavour of Databases including Oracle, MY SQL, MS SQL, PG SQL and prior experience in providing the	We Request RISL to confirm that " Bidder to provide Self-Certification by the authorized signatory and HR department with clear declaration of staff – year wise, level/designation wise. Example: 1000 employee on bidders roll to support various technologies mentioned in the RFP / Support datacenters / IT FMS technologies for last 3 years .	As per revised RFP.
14	3.1 Pre-Qualification Criteria	10 Experience of maintaining ISO 27001 / ISO 20000 certified Data Centres	15	Experience of maintaining ISO 27001 / ISO 20000 certified Data Centres The bidder must have operated / Managed or is operating / managing with ISO 27001 / ISO 20000 certified at least three Data Centres (valid as on tender submission date).	Experience of maintaining ISO 27001 / ISO 20000 certified Data Centres The bidder must have operated / Managed or is operating / managing with ISO 27001 / ISO 20000 certified at least three Data Centres in last 5 years (valid as on tender submission date).	As per revised RFP.
15	3.1 Pre-Qualification Criteria	10 Experience of maintaining ISO 27001 / ISO 20000	15	Experience of maintaining ISO 27001 / ISO 20000 certified Data Centres The bidder must have operated / Managed or is	Please delete as on submission date in the Eligibility	As per revised RFP.

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		certified Data Centres		operating / managing with ISO 27001 / ISO 20000 certified at least three Data Centres (valid as on tender submission date).		
16	3.1 Pre-Qualification Criteria	10 Experience of maintaining ISO 27001 / ISO 20000 certified Data Centres	15	Self-Certification by the authorized signatory as per Annexure-15 along with ISO 27001 / ISO 20000 certification of the clients	Self-Certification by the authorized signatory as per Annexure-15 along with ISO 27001 / ISO 20000 certification of the clients Since it is 3rd party document & not under bidder's control, pls allow us to share self-certificate only against this clause or if required CA Certificate	As per revised RFP.
17	3.1 Pre-Qualification Criteria	10 Experience of maintaining ISO 27001 / ISO 20000 certified Data Centres	15	Self-Certification by the authorized signatory as per Annexure-15 along with ISO 27001 / ISO 20000 certification of the clients	Please allow self certificate.	As per revised RFP.
18	3.1 Pre-Qualification Criteria	10 Experience of maintaining ISO 27001 / ISO 20000 certified Data Centres	15	The bidder must have operated / Managed or is operating / managing with ISO 27001 / ISO 20000 certified at least three Data Centres (valid as on tender submission date).	We request to amend this clause as " Self-Certification by the authorized signatory as per Annexure-15 along with clients Name and contact nos. as no Client will allow to share their ISO certificate to other clients.	As per revised RFP.
19	3.1 Pre-Qualification Criteria	11 ISO 27001 and ISO 20000 lead auditors	15	Bidder must have at least three ISO 27001 lead auditors and at least three ISO 20000 lead auditors in the organization (valid as on tender submission date)	We request RISL to amend this clause as "Bidder must have at least three ISO 27001 lead auditors or three ISO 20000 lead auditors in the organization".	As per RFP.
20	3.1 Pre-Qualification Criteria	11 ISO 27001 and ISO 20000 lead auditors	15	Bidder must have at least three ISO 27001 lead auditors and at least three ISO 20000 lead auditors in the organization (valid as on tender submission date)	Please relax and remove this clause as finally the Certification will be done by Audit Agencies while SI will help in achieving the same	No
21	3.2 Technical Evaluation Criteria	A. i.	16	Bidder's experience in providing IT FMS in Data Centres in India, during the last five (5) years (2012- 13 to 2016-2017) Bidder can submit maximum 5 projects and	Bidder's experience in providing IT FMS in Data Centres in India, during the last five (5) years (2012- 13 to 2016-2017) Bidder can submit maximum 5 projects and	As per RFP.

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				<p>accordingly the marks will be awarded</p> <p>a) If Project cost of FMS is >10 crore and <=15 crore per annum then only 1 mark per project shall be awarded to the bidder</p> <p>b) If project cost of FMS is >15 crore per annum then 2 marks per project shall be awarded to the bidder</p>	<p>accordingly the marks will be awarded</p> <p>a) If Project cost of FMS is >10 crore and <=15 crore per annum then only 1 mark per project shall be awarded to the bidder</p> <p>b) If project cost of FMS is >15 crore per annum then 2 marks per project shall be awarded to the bidder</p> <p>or</p> <p>Bidder's experience in providing IT FMS in Data Centres in India, during the last five (5) years (2012- 13 to 2016-2017)</p> <p>Bidder can submit maximum 5 projects and accordingly the marks will be awarded</p> <p>a) If Project cost of FMS is >5 crore and <=10 crore per annum then only 1 mark per project shall be awarded to the bidder</p> <p>b) If project cost of FMS is >10 crore per annum then 2 marks per project shall be awarded to the bidder</p>	
22	3.2 Technical Evaluation Criteria	A. i.	15	Bidder's experience in providing IT FMS in Data Centres in India, during the last five (5) years (2012-13 to 2016-2017)	Bidder's experience in providing IT FMS in Data Centres/managing SWAN/ IT FMS in India, during the last five (5) years (2012-13 to 2016-2017)	No
23	3.2 Technical Evaluation Criteria	A. i. & iv.	15	Copy of work orders	Since we are under obligations of confidentiality with respect to our previous contractual assignments. Since the project are related to Data Centers, all the project are gverned through NDA. Hence, Pls allow us to share Self-Certificate/CA Certificate in place of client letter, work order/contract copy, completion/go-live certificate, client email etc.	As per revised RFP.

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24	3.2 Technical Evaluation Criteria	A. i.	15	<p>Technical Evaluation Criteria: Bidder's experience in providing IT FMS in Data Centres in India, during the last five (5) years (2012-13 to 2016-2017) Bidder can submit maximum 5 projects and accordingly the marks will be awarded a) If Project cost of FMS is >10 crore and <=15 crore per annum then only 1 mark per project shall be awarded to the bidder b) If project cost of FMS is >15 crore per annum then 2 marks per project shall be awarded to the bidder</p>	<p>We request RISL to change this marking according to changes requested as per point no 1 above so that this will be in line with clause suggested.</p>	As per RFP.
25	3.2 Technical Evaluation Criteria	A. i.	16	<p>Bidder's experience in providing IT FMS in Data Centres in India, during the last five (5) years (2012-13 to 2016-2017) Bidder can submit maximum 5 projects and accordingly the marks will be awarded a) If Project cost of FMS is >10 crore and <=15 crore per annum then only 1 mark per project shall be awarded to the bidder b) If project cost of FMS is >15 crore per annum then 2 marks per project shall be awarded to the bidder</p>	<p>Kindly modify the criteria to "Bidder's experience in providing IT FMS in Data Centres in India, during the last five (5) years (2012-13 to 2016-2017) Bidder can submit maximum 3 projects and accordingly the marks will be awarded a) If Project cost of FMS is >10 crore and <=15 crore per annum then only 1 mark per project shall be awarded to the bidder b) If project cost of FMS is >15 crore per annum then 2 marks per project shall be awarded to the bidder"</p>	As per RFP.
26	3.2 Technical Evaluation Criteria	A. iv.	16	<p>Data centres that the bidder has operated / Managed or is operating / managing with ISO 27001 / ISO 20000 certification (valid as on tender submission date) will be considered for evaluation under this clause.</p>	<p>Data centres that the bidder has operated / Managed or is operating / managing with ISO 27001 / ISO 20000 certification in last 5 years (valid as on tender submission date) will be considered for evaluation under this</p>	As per revised RFP.

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				<ul style="list-style-type: none"> • Bidder with maximum number of such data centres (capped to 5 nos) shall be awarded full 10 marks and the others shall be awarded marks on relative (prorata) basis. 	<p>clause.</p> <ul style="list-style-type: none"> • Bidder with maximum number of such data centres (capped to 3 nos) shall be awarded full 10 marks and the others shall be awarded marks on relative (prorata) basis. • Bidders who have built their own Internet Data Centre (IDC) for commercial use will be considered. 	
27	3.2 Technical Evaluation Criteria	A. v.	16	<p>· Bidder shall have resources having ISO 27001 lead auditor certification, ISO 20000 lead auditor certification (valid as on tender submission date)</p> <p>a) If No. of resources having ISO 27001 lead auditor certificate is > 10 then 5 marks > 5 and <=10 then 4 marks > 3 and <=5 then 2 marks</p> <p>b) If No. of resources having ISO 20000 lead auditor certificate is > 10 then 5 marks > 5 and <=10 then 4 marks > 3 and <=5 then 2 marks</p>	Please relax and remove this clause as finally the Certification will be done by Audit Agencies while SI will help in achieving the same	As per RFP.
28	4. Scope of Work, Deliverables & Timelines	4.i	18	IT FMS Services for equipment's/items and related services for the equipments installed or to be installed at Bhamashah State Data Centre, Jaipur and DR Site Jodhpur during the contract period	<ol style="list-style-type: none"> 1. Please share the details of all equipment installed at both DC and DR with Year-o-Year growth 2. Please share the storage capacity and used space size 	IT equipments have yet to be installed at both the sites
29	4. Scope of Work, Deliverables & Timelines	4.1.i	18	Asset Management Services	We understand that HP Tool stack is already deployed in customer environment and Bidder can leverage the same tool. Kindly confirm.	As per RFP.
30	4. Scope of Work,	4.1.i	18	Asset Management Services	Please clarify on additional tool deployment, if required any. However in the clause it mentioned that	As per RFP.

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	Deliverables & Timelines				"The DCO shall use existing software for Asset Management Services with integration of DCIM tool, if possible."	
31	4. Scope of Work, Deliverables & Timelines	4.1.i.c	18	The DCO shall be required to perform software license/patch management and notify tendering authority on licensing contract renewal before 3 months of expiry.	1. Request to provide the software license details 2. Please share the patch deployment and application packaging tools details 3. Is there any test environment exists? 4. Is there any license management tool? If yes, please provide the details	As per RFP.
32	4. Scope of Work, Deliverables & Timelines	4.1.i.e	18	Asset Management Services	Please provide the details of existing asset management details with available modules for Software asset management.	As per RFP.
33	4. Scope of Work, Deliverables & Timelines	4.1.i.e	18	The DCO shall use existing software for Asset Management Services with integration of DCIM tool, if possible.	Please provide the details of DCIM tool.	Athenta/Vertiv
34	4. Scope of Work, Deliverables & Timelines	4.1.ii Preventive Maintenance	18	The DCO or DCO in co-ordination with equipment service provider shall provide preventive maintenance services for all the equipment's for which maintenance services are to be provided by DCO at least once in every quarter.	DCO will provide PM every quarter and If there is any repair or breakfix support required under PM for Warranty/AMC product, DCO role will be limited to only vendor coordination and resolve. Kindly confirm.	As per revised RFP.
35	4. Scope of Work, Deliverables & Timelines	4.ii	18	Co-location support to user departments/agencies for the equipment's installed in Bhamashah State Data Centre, Jaipur and DR Site Jodhpur wherever FMS services are not applicable.	Please clarify	As per clause 4 (2)
36	4. Scope of Work, Deliverables & Timelines	4.1.iii Corrective maintenance activities	18	Corrective Maintenance Services	Under this services, the bidders scope is to get the Work done from third party or do the activity by themselves. The spares like hardware parts, cables, I/O box, power cables, fastners, screws etc. will be made available by RISL or respective OEM/ third party. please confirm	As per revised RFP.

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37	4. Scope of Work, Deliverables & Timelines	4.1.iii Corrective maintenance activities	18	Corrective Maintenance Services	Any tool kits required to carry out this activity will be provided RISL?	As per RFP.
38	4. Scope of Work, Deliverables & Timelines	4.1.iii .b & d Corrective maintenance activities	18	Corrective Maintenance Services b) DCO shall co-ordinate with respective OEM for supplied items/maintenance service agency for repairing/ replacement of defective parts/components. d) Get arranged suitable standby for parts/components with same or better specifications till the time the original part/component if repaired or replaced so that daily business is not affected. e) The Maintenance support for equipment's shall include all passive components like screws, clamp, fasteners, ties anchors, supports, ground strips, wires, fibre connecting kits, gears, spares, power-cables, lightening, Network cables etc. f). Maintenance support services pertaining to Cabling and OFC shall include:	It is understood that the supply/provisioning of parts/components/standby/passive items is not in the scope of the DCO. DCO will do the necessary co-ordination only. Please confirm	Yes
39	4. Scope of Work, Deliverables & Timelines	4.1.iii.d Corrective maintenance activities	19	Get arranged suitable standby for parts/components with same or better specifications till the time the original part/component if repaired or replaced so that daily business is not affected.	Please clarify - Selected agency should not be responsible for delay occurred due to OEM response even after escalating the issue to OEM as well as Deptt.	As per RFP.
40	4. Scope of Work, Deliverables & Timelines	4.1.iii.e Corrective maintenance activities	19	The Maintenance support for equipment's shall include all passive components like screws, clamp, fasteners, ties anchors, supports, ground strips, wires, fibre connecting kits, gears, spares, power-cables, lightening, Network cables etc.	As per our understanding this scope is already covered under the running service contract and need to be removed this scope	As per RFP.
41	4. Scope of Work,	4.1.iii.f Corrective	19	Maintenance support services pertaining to Cabling and OFC shall include: i. Splicing, repairing & testing of OFC.	Please clarify this as this support in applicable In case of shifting and renovation cases as well.	As per revised RFP.

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	Deliverables & Timelines	maintenance activities		ii. Re-fixing/shifting of cables/OFC whenever switches and racks are shifted or otherwise. iii. Removing and laying of UTP cable and I/Os with casing, etc in case renovation activity is undertaken in any of the data centres covered under the project. iv. Replacement/repair of OFC/UTP/Power cables & connectors/ ports/ equipment on entire laying route within the data centre v. Maintenance of cables and conduits of equipments vi. Documentation of problems, isolation, cause and rectification procedures for building knowledge base for the known problems.		
42	4. Scope of Work, Deliverables & Timelines	4.1.iv	19	Configuration and reconfiguration/rollback of equipment's/network/services	DCO shall not be responsible for fresh configuration/ installation of Hardware/software, it shall be done by implementation team only.	As per RFP.
43	4. Scope of Work, Deliverables & Timelines	4.1. iv.b	19	DCO shall keep regular backups of the configurations of each of the devices.	Please provide the details of backup tools.	As per RFP.
44	4. Scope of Work, Deliverables & Timelines	4.1.v	20	DCO shall coordinate with external vendors for upkeep of equipment's/software/services to meet the SLA and shall liaison with respective vendors/OEMS for repairs/replacement of items and/or update/upgrade/troubleshoot the software/services. To perform this activity, the DCO shall a. Maintain equipment/software/service wise database of the various vendors and service	Need clarity on SLA between OEM & Purchaser(Deptt)	As per RFP.

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				<p>providers with details like contact person, telephone numbers, escalation matrix, response time and resolution time commitments, expiry date of Maintenance Services/Warranty/Software Assurance/Support etc.</p> <p>b. Log and escalate the calls with respective vendors/OEM/service providers within 1 hour from occurrence of incident/ problem, repetitive pursuance and coordinate with them to get the equipment repaired/problems resolved.</p>		
45	4. Scope of Work, Deliverables & Timelines	4.1.vi.g Network Management Services	20	The DCO shall be responsible to monitor the availability of various links and their packet drop, latency and utilization at the Data Centres network .The DCO shall also maintain logs on the basis of time, interface, IP address, application wise etc. for traffic analysis for the requisite period defined in respective policies.	It is understood that RISL will provide monitoring tools. Please confirm and share the tools details.	Yes
46	4. Scope of Work, Deliverables & Timelines	4.1.vii Facility Management services for equipment's/items: Server Management Services	20	DCO has to provide these services for existing servers and servers to be procured in future	DCO will provide the services for additional servers added in future on T&M basis as there might be an increase of manpower efforts.	As per RFP.
47	4. Scope of Work, Deliverables & Timelines	4.1.Viii.d Backup & Recovery Management Services	21	DCO shall be responsible for proper labelling and housing of the backup media for identification and retrieval.	It is understood that backup media, labels and housing of the backup media will be provided by RISL. Please confirm	Yes
48	4. Scope of Work,	4.1.Viii.e Backup & Recovery	21	Backup & Recovery Management Services: DCO shall be responsible for Backup tool	We assume that Backup Tools will be made available by RISL, please confirm.	Yes

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	Deliverables & Timelines	Management Services		and Storage Manager Installation, configuration, administration, maintenance and troubleshooting.		
49	4. Scope of Work, Deliverables & Timelines	4.1.ix.b Help Desk Support	21	Help Desk Support: The DCO shall maintain ITIL Compliant helpdesk tool including configuration/reconfiguration/ upgrade/update.	Which Helpdesk is in use ?	As per revised RFP.
50	4. Scope of Work, Deliverables & Timelines	4.1.ix.b Help Desk Support	21	Help Desk Support: The DCO shall maintain ITIL Compliant helpdesk tool including configuration/reconfiguration/ upgrade/update.	Bidder assume that Helpdesk is provided by RISL, please confirm.	As per revised RFP.
51	4. Scope of Work, Deliverables & Timelines	4.1.ix.b Help Desk Support	21	Help Desk Support	Kindly clarify that the SI would be provided with space , desktops , telephone lines , EMS tools , ticketing tool	As per revised RFP.
52	4. Scope of Work, Deliverables & Timelines	4.1.ix	21	Corrective Maintenance Services : - Help Desk Support ; - b. The DCO shall maintain ITIL Compliant helpdesk tool including configuration/reconfiguration/ upgrade/update. c. DCO shall log all calls received through any medium viz. telephone/email/in writing/in person, shall generate a ticket mentioning type of problem, Severity level etc. using helpdesk tool and forward the same to concerned FMS team/person, Project OIC(s) and user. d. The DCO shall provide various services to different users on demand basis as and when required as mentioned in RFP. The request would be made on help desk by the user by dedicated help line number/Specific email account and DCO shall get approval from the officer in charge of the Data Centres as	Please clarify...Compatible tool need to deploy	As per revised RFP.

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				designated by the purchaser. The resolution time for such services would be as per SLA. However, the purchaser/authorized entity may scale up the severity level depending upon the requirements.		
53	4. Scope of Work, Deliverables & Timelines	4.1.xiii	24	ISO 27001 and ISO 20000 certification and sustenance for 3 Years- It is the responsibility of bidder to get a fresh ISO certificates for BSDC and DR Site, Jodhpur and sustenance of the same till the Project End Date at his own cost.	Please clarify	As per RFP.
54	4. Scope of Work, Deliverables & Timelines	4.1.xiii	24	ISO 27001 and ISO 20000 certification and sustenance for 3 Years	As per price bid there is no provision to incorporate the quote for the same. Please clarify the same.	As per revised RFP.
55	4. Scope of Work, Deliverables & Timelines	4.1.xiii.a	24	ISO 27001 and ISO 20000 certification and sustenance for 3 Years: It is the responsibility of bidder to get a fresh ISO certificates for BSDC and DR Site, Jodhpur and sustenance of the same till the Project End Date at his own cost.	What is current validity of the both certificates for both environments?	As per RFP.
56	4. Scope of Work, Deliverables & Timelines	4.1.xiii.a	24	ISO 27001 and ISO 20000 certification and sustenance for 3 Years: It is the responsibility of bidder to get a fresh ISO certificates for BSDC and DR Site, Jodhpur and sustenance of the same till the Project End Date at his own cost.	Where do we factor this cost for third party ? There is no specific format to quote certification charges in financial bid	As per revised RFP.
57	4. Scope of Work, Deliverables & Timelines	4.1.xiii.f	24	Min. Bidder Resources on site for implementing/achieving ISO 27001 and ISO 20000 Certification is as follows: i. Process/tools consultant ISO 27001: 1No. ii. Process/tools consultant ISO 20000: 1No.	Theses consultants required onsite during the assessment only or do we need deploy them onsite for entire contract period? Please confirm.	As per revised RFP.
58	4. Scope of Work,	4.2 Co-location	24	2) Co-location support to user's for the equipment's :- In Co-Location the user brings their own	Please clarify	As per RFP.

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	Deliverables & Timelines	support to user's for the equipments		hardware and software such as servers, storage & racks (optional), operating systems, applications etc. The DCO would provide the common services like space, uninterrupted power, cooling and physical security including firefighting and Surveillance, path for user's own connectivity, unsecured network connectivity, physical operation support (like switching on/off of equipment, plugging/unplugging power & network cables, placing/ removing media such as CD/DVD in physical drive, escorting of service engineer to equipment location etc.) for existing co-located infrastructure as well as any other infrastructure that may be co-located in future during the project period.		
59	4. Scope of Work, Deliverables & Timelines	4.2 Co-location support to user's for the equipments	24	The DCO would provide the common services like space, uninterrupted power, cooling and physical security including firefighting and Surveillance, path for user's own connectivity, unsecured network connectivity, physical operation support (like switching on/off of equipment, plugging/unplugging power & network cables, placing/ removing media such as CD/DVD in physical drive, escorting of service engineer to equipment location etc.)	Kindly confirm that the selected bidder only needs to provide resource support for co-location and there are no procurement of any components. Department would provide all required infrastructure components would provide all required infrastructure components	As per RFP.
60	4. Scope of Work, Deliverables & Timelines	4.2 Co-location support to user's for the equipments	24	Co-location support to user's for the equipment's	shall be done in consultation with Client.	As per RFP.

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61	4. Scope of Work, Deliverables & Timelines	4.2 Co-location support to user's for the equipments	24	Co-location support to user's for the equipment's	DCO scope is limited to assist user/department for DC co-location service. Please confirm	As per RFP.
62	4. Scope of Work, Deliverables & Timelines	4.3	25	Table for O&M (Operation and Maintenance) Reports	Hope, it will generated based on deployed tool.	As per RFP.
63	4. Scope of Work, Deliverables & Timelines	4.3	25	Table for O&M (Operation and Maintenance) Reports	It is understood that RISL will provide tools which can generate the RFP mentioned reports. Please confirm and provide comprehensive details of such tools with their respective modules and versions	HP Open View
64	4. Scope of Work, Deliverables & Timelines	4.4 & 4.5 Resource Table	26	Manpower Resource table : as per the timings given	In the resource table, along with timings request RajCOM to also give the days details (eg Monday to Friday, Monday to Saturday). As these resources are skilled resource for Data centre and L3/ L4 category, we need to define working days for these resources. Attached in Annexure 1 DC & 2 DR	As per RFP.
65	4. Scope of Work, Deliverables & Timelines	4.4 & 4.5 Resource Table	26	Manpower Resource table : resource count increase YoY	As per the resource count mentioned as per the timing, full strength of resoruces are mentioned, which will be applicable for Year 3. We need to understand from which shift, we need to remove resources in Year 1 & Year 2 to match the count given as per the shift.	It will be provided by RISL
66	4. Scope of Work, Deliverables & Timelines	4.4 & 4.5 Resource Table	26	Evening shif timings as per the RFP is 02:00PM to 11:00PM	Suggestion: We request you to change the shift timing from 02:00PM to 11:00PM to 02:00PM to 10:00PM. Since it is difficult to get the public transport facility after 11:00 PM.	As per revised RFP.
67	4. Scope of Work,	4.4 & 4.5 Resource Table	26	Manpower Resource Table at BSDC, Jaipur Manpower Resource Table at DR Site, Jodhpur	Manpower quantity and cost need to factored accoridngly	As per RFP.

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	Deliverables & Timelines					
68	4. Scope of Work, Deliverables & Timelines	4.4 & 4.5 Resource Table	26	Manpower table for BSDC Jaipur & DR Jodhpur	We found there are many categories under which 24 x7 support is required based on the shift scheduled is given in the table but we did not found the resources / engineers required for Weekly off / holidays rotations. Do we need to factor the rotation resources seperatly where ever there is 24 x7 support requirement mentioned ? please confirm.	As per RFP.
69	4. Scope of Work, Deliverables & Timelines	4.4 & 4.5 Resource Table	27	Manpower Resource Table at DR Site, Jodhpur -9:30 AM to 6:30 PM Design and implement storage Disaster Recovery capabilities to meet each applications Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO) according to their assigned tiers.	Please clarify the total mismatch under total for '-9:30 AM to 6:30 PM' is 13 but total should be 19.	As per revised RFP.
70	4. Scope of Work, Deliverables & Timelines	4.6 Minimum Qualification, Relevant Experience & Certifications	28	Penalty for non-availability of deployed personnel/ resources/ manpower during O&M Period	Pl define how the leaves of 18 days/yr has been calculated? Are these also including national and public holidays?	As per RFP.
71	4. Scope of Work, Deliverables & Timelines	4.6 Minimum Qualification, Relevant Experience & Certifications	28	Minimum Qualification, Relevant Experience & Certifications	Penalty shall be expempted in case of any exigency ie sudden health issues, accidental cases, any force majeure.	As per RFP.
72	4. Scope of Work, Deliverables & Timelines	4.6 Network Cable Technicians	31	Qualification missing	Suggestion: Experience for Network Cable Technicians is missing. Kindly update as per Annexure 1& 2	As per revised RFP.
73	4. Scope of Work,	4.6 Penalty on	28	Penalties on non-availability	Kindly keep the penalty cap upto the 5% of the yearly contracted value	As per RFP.

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	Deliverables & Timelines	Nonavailability of each resource per day				
74	4. Scope of Work, Deliverables & Timelines	4.6 Manpower Details	42	Storage Engineer – L3	Please provide the existing DR replication software details.	As per RFP.
75	4. Scope of Work, Deliverables & Timelines	Operational Hardware, Software and other resources	44	The DCO shall deploy sufficient devices like desktops, printers, scanners, multi-function devices etc. for carrying out data center operations and monitoring by it's manpower resources deployed.	Considering the criticality of DC operations, devices should be hardened and working as per RajCOMP security policies. We recommend if RajCOMP can provide these devices to team deployed ?	As per revised RFP.
76	4. Scope of Work, Deliverables & Timelines	Operational Hardware, Software and other resources	44	The DCO shall deploy sufficient devices like desktops, printers, scanners, multi-function devices etc. for carrying out data center operations and monitoring by it's manpower resources deployed.	In case bidder needs to factor these devices, please suggest on the count of the same.	As per revised RFP.
77	4. Scope of Work, Deliverables & Timelines	Operational Hardware, Software and other resources	44	The DCO shall deploy sufficient devices like desktops, printers, scanners, multi-function devices etc. for carrying out data center operations and monitoring by it's manpower resources deployed. The equipments deployed shall generally not be moved from the place of installation except for the purpose of repair/ maintenance with permission of tendering authority.	Does this mean that bidder needs to deploy these devices like desktops, printers ,scanners for Onsite deployed resources ? What is qty to be deployed?	As per revised RFP.
78	4. Scope of Work, Deliverables & Timelines	Operational Hardware, Software and other resources	44	The DCO shall deploy sufficient devices like desktops, printers, scanners, multi-function devices etc. for carrying out data center operations and monitoring by it's manpower resources deployed. The equipments deployed shall generally not be moved from the place of installation except for the purpose of repair/ maintenance with permission of tendering authority.	Do we need to provide desktops/Laptops to all the Onsite deployed resources or RISL will provide DT/LT to onsite deployed resources? Please confirm	As per revised RFP.

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79	4. Scope of Work, Deliverables & Timelines	Operational Hardware, Software and other resources	44	Periodic training to concerned persons for procedures to be followed for ISO Certification shall be provided by the DCO at no extra cost	How many such training and to how many persons needs to be provided and it will be in customer premises(Including infra) or at bidders locations. And bidder will not be responsible for certification cost etc.	As per revised RFP.
80	4. Scope of Work, Deliverables & Timelines	Operational Hardware, Software and other resources	44	Operational Hardware, Software and other resources The DCO shall deploy sufficient devices like desktops, printers, scanners, multi-function devices etc. for carrying out data center operations and monitoring by it's manpower resources deployed.	As per Price bid template, bidder to provide list of manpower rates only, no provision to quote for any hardware & software etc. Hence, we assume, RISL will provide the required hardware, software, office infrastructure, network connectivity etc. at RISL premises for DCO manpower. Please confirm.	As per revised RFP.
81	4. Scope of Work, Deliverables & Timelines	Operational Hardware, Software and other resources	44	The DCO shall deploy sufficient devices like desktops, printers, scanners, multi-function devices etc. for carrying out data center operations and monitoring by it's manpower resources deployed. The equipments deployed shall generally not be moved from the place of installation except for the purpose of repair/ maintenance with permission of tendering authority. Periodic training to concerned persons for procedures to be followed for ISO Certification shall be provided by the DCO at no extra cost.	cost need to be factored	As per revised RFP.
82	5. Instruction to Bidders (ITB)	8.d Bid Security	47	The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank or deposited through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.	What is the total duration of "Bid Security" validity? Please confirm.	As per RFP.
83	5. Instruction	8(h) Bid Security	48	The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful	Bidder requests modification: - The bid security of unsuccessful bidders	As per RFP.

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	to Bidders (ITB)			bid and signing of Agreement and submitting performance security.	shall be refunded <u>within seven (7) days of the date of declaration of the successful bidder</u> soon after final acceptance of successful bid and signing of Agreement and submitting performance security.	
84	5. Instruction to Bidders (ITB)	8.i Bid Security	48	The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: - a. when the bidder withdraws or modifies its bid after opening of bids; b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period; c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified; d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.	The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: - a. when the bidder withdraws OR modifies its bid after opening of bids; b. when the bidder does not execute the agreement <u>on mutually agreed terms and conditions,</u> if any, after placement of supply/ work order within the specified period; c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified <u>despite deviations submitted by the bidder being adequately addressed by RISL;</u> d. when the bidder does not deposit the performance security <u>after signing the contract</u> within specified period and after the supply/ work order is placed; and e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.	As per RFP.
85	5. Instruction to Bidders (ITB)	15(e) Evaluation and Tabulation of Financial Bids	51	conditional Bids are liable to be rejected;	Bidder requests deletion	As per RFP.

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86	5. Instruction to Bidders (ITB)	19 Lack of Competition	53	The bid process shall be considered valid even if there is one responsive Bid, provided that: - a. the Bid is technically qualified; b. the price quoted by the bidder is assessed to be reasonable; c. the Bid is unconditional and complete in all respects; d. there are no obvious indicators of cartelization amongst bidders; and e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document	Bidder requests modification: - The bid process shall be considered valid even if there is one responsive Bid, provided that: - a. the Bid is technically qualified; b. the price quoted by the bidder is assessed to be reasonable; c. the Bid is unconditional and complete in all respects; d. there are no obvious indicators of cartelization amongst bidders; and e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document	As per RFP.
87	5. Instruction to Bidders (ITB)	20 Acceptance of the successful bid and award of contract	54	g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder. h) If the issuance of formal letter of	Bidder requests modification: - g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement <u>on mutually agreed terms and conditions in the format</u> given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, <u>post signing of the contract</u> within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of	As per RFP.

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				<p>acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document and accepted by the bidder. Until a formal contract is executed, the letter of acceptance shall constitute a binding contract.</p> <p>i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.</p>	<p>intent is dispatched to the bidder.</p> <p>h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document and accepted by the bidder. Until a formal contract is executed, the letter of acceptance shall constitute a binding contract.</p> <p>i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.</p>	
88	5. Instruction to Bidders (ITB)	23 Right to vary quantity	55	<p>a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.</p> <p>b) Repeat orders for extra items/services or additional quantities may be placed on the rates and conditions given in the contract during the period of contract. Delivery or completion period may</p>	<p>a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.</p> <p>b) Repeat orders for extra items/services or additional quantities may be placed on the rates and conditions given in the contract during the period of contract. Delivery or completion period may</p>	As per RFP.

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				also be proportionately increased. The limits of repeat order shall be as under: - 1) 50% of the quantity of the individual items/services and 50% of the value of original contract in case of works; and 2) 50% of the value of goods or services of the original contract.	also be proportionately increased. The limits of repeat order shall be as under: - 1) 50+/-10% of the quantity of the individual items/services and 50 +/-10% of the value of original contract in case of works; and 2) 50+/-10% of the value of goods or services of the original contract.	
89	5. Instruction to Bidders (ITB)	23 Right to vary quantity	55	Right to vary quantity	We suggest for Facility Management Services downside variation shall not be more than 10%.	As per RFP.
90	5. Instruction to Bidders (ITB)	23 Right to vary quantity	55	23) Right to vary quantity a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation. b) Repeat orders for extra items/services or additional quantities may be placed on the rates and conditions given in the contract during the period of contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: - 1) 50% of the quantity of the individual items/services and 50% of the value of original contract in case of works; and 2) 50% of the value of goods or services of the original contract.	Please modify the clause as below: 23) Right to vary quantity a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation. b) Repeat orders for extra items/services or additional quantities may be placed on the rates and conditions given in the contract during the period of contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: - 1) 5% of the quantity of the individual items/services and 50% of the value of original contract in case of works; and 2) 5% of the value of goods or services of the original contract.	As per RFP.

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91	5. Instruction to Bidders (ITB)	24 Performance Security	55	e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:- a. When any terms and condition of the contract is breached. b. When the bidder fails to make complete supply as per the scope of tender document. c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.	Bidder requests modification: - e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:- a. When any <u>material</u> terms and condition of the contract is breached. b. When the bidder fails to make complete supply as per the scope of tender document. c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.	As per RFP.
92	5. Instruction to Bidders (ITB)	24 Performance Security	55	Performance Security	e) Forfeiture of PSD: Bidder must be given a chance to defend themselves before the PSD is forfeited.	as per revised RFP.
93	5. Instruction to Bidders (ITB)	24.d Performance security	55	Performance security furnished in the form specified in clause [b.] to [e.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.	What is the total duration of PBG validity? Please confirm.	As per RFP.
94	5. Instruction to Bidders (ITB)	25 Execution of Agreement	55	Execution of Agreement	The Bidder may have deviations or variations to the RFP terms and if downselected, the contract must be executed on mutually agreed upon terms and conditions.	As per RFP.
95	5. Instruction to Bidders (ITB)	26 Confidentiality	56	c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract,	Bidder requests modification: - c) The procuring entity may impose on bidders and sub-contractors, if there are	As per RFP.

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				<p>conditions aimed at protecting information, the disclosure of which violates (a) above.</p> <p>d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.</p>	<p>any for fulfilling the terms of the procurement contract, <u>reasonable and mutually agreeable</u> conditions aimed at protecting information, the disclosure of which violates (a) above.</p> <p>d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose <u>reasonable and mutually agreeable</u> condition for protecting confidentiality of such information.</p>	
96	5. Instruction to Bidders (ITB)	28 Code of Integrity of Bidders	57	Code of Integrity of Bidders	The RFP specifies that (refer sub-clause c) the procuring entity may forfeit the bonds, bid security or PSD, if the bidder breaches the code of integrity. We would like to submit that the breach must be argued, proved and defended before any such forfeiture is made.	as per revised RFP.
97	5. Instruction to Bidders (ITB)	28.c Code of Integrity of Bidders	58	<p>c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -</p> <p>a. exclusion of the bidder from the procurement process;</p> <p>b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;</p> <p>c. forfeiture or encashment of any other security or bond relating to the</p>	<p>Please modify the clause as below:</p> <p>c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -</p> <p>a. exclusion of the bidder from the procurement process;</p> <p>b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;</p> <p>c. forfeiture or encashment of any other</p>	as per revised RFP.

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				procurement; d. recovery of payments made by the procuring entity along with interest thereon at bank rate; e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity; f. Debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.	security or bond relating to the procurement; d. recovery of payments made by the procuring entity along with interest thereon at bank rate; e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity; procurements of the procuring entity for a period not exceeding three years.	
98	5. Instruction to Bidders (ITB)	29 Interference with Procurement Process	58	Interference with Procurement Process	The RFP already has provisions for forfeiture of PSD and bid security, hence an additional penalty is not required for this clause. We seek a deletion.	As per RFP.
99	5. Instruction to Bidders (ITB)	34 Debarment from Bidding	60	a) A bidder shall be debarred by the State Government if he has been convicted of an offence a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred. c) If a procuring entity finds that a bidder	Please modify the clause as below: 34) Debarment from Bidding a) A bidder shall be debarred by the State Government if he has been convicted of an offence a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred. d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any	as per revised RFP.

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				<p>has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.</p> <p>d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.</p>	<p>procurement process or procurement contract.</p>	
100	5. Instruction to Bidders (ITB)	35 (c) Change in the Status of the Bidder	61	<p>The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.</p>	<p>Bidder requests modification: -</p> <p>The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity <u>(which shall not be unreasonably withheld)</u>.</p>	As per RFP.
101	6. General Terms and Conditions of Tender & Contract	7 Scope of Supply	64	<p>a) Subject to the provisions in the bidding document and contract, the related services to be supplied shall be as specified in the bidding document.</p> <p>b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but</p>	<p>a) Subject to the provisions in the bidding document and contract, the related services to be supplied shall be as specified in the bidding document.</p> <p>b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but</p>	as per revised RFP.

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				that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods/ related services as if such items were expressly mentioned in the Contract.	that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods/ related services as if such items were expressly mentioned in the Contract.	
102	6. General Terms and Conditions of Tender & Contract	7 Scope of Supply	64	7) Scope of Supply a) Subject to the provisions in the bidding document and contract, the related services to be supplied shall be as specified in the bidding document. b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods/ related services as if such items were expressly mentioned in the Contract.	Please modify the clause as below: 7) Scope of Supply a) Subject to the provisions in the bidding document and contract, the related services to be supplied shall be as specified in the bidding document.	as per revised RFP.
103	6. General Terms and Conditions of Tender & Contract	8(b) Delivery of Services	64	The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.	Bidder requests removal of this sub clause since the concept of termination/repudiation is dealt extensively in the 'Termination' clause.	As per RFP.
104	6. General Terms and Conditions of Tender & Contract	8-e Delivery of services	64	Any deputed manpower may require visiting one site to another site as per requirement. The expenses of the visits shall be borne by the bidder.	Please quantify the no. of planned visits or In case of any unplanned visit, The expenses of the visits shall be borne by the customer.	As per RFP.
105	6. General Terms and	12 Recoveries from	65	a) Recovery of liquidated damages, short	Please modify the clause as below:	as per revised RFP.

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	Conditions of Tender & Contract	Supplier/ Selected Bidder		<p>supply, breakage, rejected articles shall be made ordinarily from bills.</p> <p>b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available under this contract with tendering authority.</p> <p>c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.</p>	<p>12) Recoveries from Supplier/ Selected Bidder</p> <p>a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.</p> <p>b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced as per the specification. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available under this contract with tendering authority.</p> <p>c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.</p>	
106	6. General Terms and Conditions of Tender & Contract	13 Taxes & Duties	65	Taxes & Duties	Please include a clause that " any increase or decrease in the taxes will be taken care by the department / RISL and Taxes should be paid at Prevalent Tax rates at the time of invoicing"	As per RFP.
107	6. General Terms and Conditions of Tender & Contract	14 Copyright	65	The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Purchaser, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the	Please delete the clause	as per revised RFP.

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Sr. No.	RFP Chapter No.	RFP Clause No.	RFP Page No.	Clause Details as per RFP	Query/Clarification/ Suggestion	Committee Remarks
				copyright in such materials shall remain vested in such third party.		
108	6. General Terms and Conditions of Tender & Contract	14 Copyright	65	The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Purchaser, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.	Bidder requests modification: - The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Purchaser, or, if they are furnished to the Purchaser <u>directly by the Supplier/Selected Bidder himself</u> or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested <u>in the Supplier/Selected Bidder/such third party.</u>	as per revised RFP.
109	6. General Terms and Conditions of Tender & Contract	14 Copyright	65	Copyright	Copyright in all deliverable lie with the Supplier/Bidder/third party, unless otherwise agreed in the contract. IP is a matter of dicussion, basis pre-existing materila and specifically designed material for this project.	as per revised RFP.
110	6. General Terms and Conditions of Tender & Contract	15(d) Confidential Information	66	The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.	Bidder requests modification: - The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract <u>for a period of three (3) years.</u>	as per revised RFP.
111	6. General Terms and Conditions of Tender & Contract	15 and Annexure 12	66	Confidentiality	a)Any information shared between the parties can be trated as confidential, only when it is identified or marked as confidential and is shared during the Term of the contract.	as per revised RFP.

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					F) Obligation of confidentiality will last for a contract period and 2 years thereafter.	
112	6. General Terms and Conditions of Tender & Contract	16.C Sub-contracting	66	<p>a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.</p> <p>b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.</p> <p>c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.</p>	We assume, DCO can leverage its partner resources for roles like office assistance, network passive cabling etc. Please confirm.	As per RFP.
113	6. General Terms and Conditions of Tender & Contract	17 Specifications and Standards	66	The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.	<p>Bidder requests modification: -</p> <p>The supply shall be of <u>standard industry best</u> quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder</p>	as per revised RFP.
114	6. General Terms and Conditions of Tender & Contract	17 Specifications and Standards	66	a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards.	<p>Please modify the clause as below:</p> <p>17) Specifications and Standards a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards,</p>	as per revised RFP.

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				The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.	those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.	
115	6. General Terms and Conditions of Tender & Contract	20 Rejection	67	The manpower deputed by the supplier shall be reviewed by the purchaser in terms of its qualifications, experience, efficiency, cooperation, discipline and performance and services. The purchaser, upon finding any deficiency in any of the parameter, may reject any of the manpower RFP for Selecting an agency for IT FMS Team for Bhamashah State Data Centre Jaipur and DR Site Jodhpur Page 68 of 128 by giving 15 days' time, as decided by the purchaser, which the selected bidder has to replace within the given time frame.	Bidder requesting to remove this clause	as per revised RFP.
116	6. General Terms and Conditions of Tender & Contract	21 Penalty/LD	68	c) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange related services within the specified period. d) Delivery period may be extended with or without liquidated damages, if the delay in the supply of service is on account of hindrances beyond the control of the supplier/ selected bidder.	Bidder requests modification: - e) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange related services within the specified period. d) Delivery period shall may be extended with or without liquidated damages, if the delay in the supply of service is on account of hindrances beyond the control of the supplier/ selected bidder.	As per RFP.

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Sr. No.	RFP Chapter No.	RFP Clause No.	RFP Page No.	Clause Details as per RFP	Query/Clarification/ Suggestion	Committee Remarks
117	6. General Terms and Conditions of Tender & Contract	21 Penalty/LD	68	Extension of Delivery period & Liquidated Damages (LD)	LD will be the sole and exclusive remedy, for delays for reasons directly and solely attributable to the Bidder.	As per RFP.
118	6. General Terms and Conditions of Tender & Contract	21.e Penalty/LD	69	<p>a.Delay up to one fourth period of the prescribed period of delivery of the services after placing Work Order/repeat Work Order -2.5%</p> <p>b.Delay exceeding one fourth but not exceeding half of the prescribed period of delivery of the services after placing Work Order/repeat Work Order - 5%</p> <p>c.Delay exceeding half but not exceeding three fourth of the prescribed period of delivery of the services after placing Work Order/repeat Work Order - 7.5%</p> <p>d.Delay exceeding three fourth of the prescribed period of delivery of the services after placing Work Order/repeat Work Order - 10%</p> <p>i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.</p> <p>ii. The maximum amount of liquidated damages shall be 10% of the contract value.</p> <p>iii. *The percentage refers to the payment due for the associated works/ goods/ service.</p>	<p>a.Delay up to one fourth period of the prescribed period of delivery of the services after placing Work Order/repeat Work Order -2 0.5%</p> <p>b.Delay exceeding one fourth but not exceeding half of the prescribed period of delivery of the services after placing Work Order/repeat Work Order - 5-1%</p> <p>c.Delay exceeding half but not exceeding three fourth of the prescribed period of delivery of the services after placing Work Order/repeat Work Order - 7.5-2%</p> <p>d.Delay exceeding three fourth of the prescribed period of delivery of the services after placing Work Order/repeat Work Order - 10-3%</p> <p>i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.</p> <p>ii. The maximum amount of liquidated damages shall be 10-3 % of the contract PO/SOW value.</p> <p>iii. *The percentage refers to the payment due for the associated works/ goods/ service.</p>	As per RFP.
119	6. General Terms and Conditions of Tender & Contract	21 Penalty/LD	68	21) Extension in Delivery Period and Liquidated Damages (LD)	LD should be capped at maximum of 5% of the contract value.	As per RFP.

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120	6. General Terms and Conditions of Tender & Contract	22 Authenticity of Services	69	<p>a) The selected bidder shall certify (as per Annexure-10) that the supplied manpower genuine/ authentic, having desired qualification and experience, having good conduct, not having any criminal record, not debarred from IT services in the country.</p> <p>b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said services, the purchaser will be entitled to reject the said services, on such rejection the services will be at the selected bidder's risk and all the provisions relating to rejection of services etc., shall apply. The selected bidder shall, if so called upon to do, replace the services/manpower etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.</p> <p>c) Services accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.</p>	<p>Bidder requests modification: -</p> <p>a) The selected bidder shall certify (as per Annexure-10) that the supplied manpower genuine/ authentic, having desired qualification and experience, having good conduct, not having any criminal record, not debarred from IT services in the country.</p> <p>b) <i>If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said services, the purchaser will be entitled to reject the said services, on such rejection the services will be at the selected bidder's risk and all the provisions relating to rejection of services etc., shall apply.</i> The selected bidder shall, if so called upon to do, replace the services/manpower etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.</p> <p>e) Services accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if</p>	as per revised RFP.

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					found deficient in terms of the this clause of the contract.	
121	6. General Terms and Conditions of Tender & Contract	22 Authenticity of Services	69	<p>22) Authenticity of Services</p> <p>a) The selected bidder shall certify (as per Annexure-10) that the supplied manpower genuine/ authentic, having desired qualification and experience, having good conduct, not having any criminal record, not debarred from IT services in the country.</p> <p>b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said services, the purchaser will be entitled to reject the said services, on such rejection the services will be at the selected bidder's risk and all the provisions relating to rejection of services etc., shall apply. The selected bidder shall, if so called upon to do, replace the services/manpower etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein</p>	<p>Please modify the clause as below:</p> <p>22) Authenticity of Services</p> <p>a) The selected bidder shall certify (as per Annexure-10) that the supplied manpower genuine/ authentic, having desired qualification and experience, having good conduct, not having any criminal record.</p> <p>b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined notwithstanding the fact that the purchaser may have inspected and/ or approved the said services, the purchaser will be entitled to reject the said services,. The selected bidder shall, if so called upon to do, replace the services/manpower etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.</p>	as per revised RFP.

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				<p>contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise. c) Services accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.</p>		
122	6. General Terms and Conditions of Tender & Contract	23 Patent Indemnity	69	Patent Indemnity	<p>We submit the following clause and seek the deletion of the RFP clause: If a third party asserts a claim against Client that a Bidder Product acquired under the Agreement infringes a patent or copyright, Bidder will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by the Bidder, provided that Client promptly (i) notifies Bidder in writing of the claim, (ii) supplies information requested by Bidder, and (iii) allows Bidder to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.</p>	As per RFP.
123	6. General Terms and Conditions of Tender & Contract	24 Limitation of Liability	70	<p>Except in cases of gross negligence or wilful misconduct: - a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether</p>	<p>Except in cases of gross negligence or wilful misconduct: - a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether</p>	As per RFP.

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				under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of replacing defective services, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement	under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Annual Contract Value, provided that this limitation shall not apply to the cost of replacing defective services, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.	
124	6. General Terms and Conditions of Tender & Contract	24 Limitation of Liability	70	Limitation of Liability	We seek the deletion of the terms gross negligence and wilful misconduct as they are undefined and extremely broad.	As per RFP.
125	6. General Terms and Conditions of Tender & Contract	24 Limitation of Liability	70	24) Limitation of Liability Except in cases of gross negligence or wilful misconduct: - a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of replacing defective services, or to any obligation of the supplier/ selected bidder to indemnify	Please modify the clause as below: 24) Limitation of Liability Except in cases of gross negligence or wilful misconduct: - a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total amount paid to selected bidder by the Purchaser in the preceding twelve months under that applicable work that gives rise to such liability (as of the	As per RFP.

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				the Purchaser with respect to patent infringement.	date the liability arose); provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement.	
126	6. General Terms and Conditions of Tender & Contract	24.b Limitation of Liability	70	the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of replacing defective services, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.	Please consider capping the Limitation of Liability to 10% of the contract value as otherwise this have significant overall upward impact on bid value.	As per RFP.
127	6. General Terms and Conditions of Tender & Contract	26(c) Change Orders and Contract Amendments	71	Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.	Bidder requests modification: - Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.	As per RFP.
128	6. General Terms and Conditions of Tender & Contract	27.a Termination for Default	71	i. The tender sanctioning authority of tendering authority may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the	Bidder requests modification: - i. The tender sanctioning authority of tendering authority may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: - a. If the supplier/ selected bidder fails to	as per revised RFP.

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				<p>contract, or any extension thereof granted by tendering authority; or b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or</p> <p>c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.</p> <p>d. If the supplier/ selected bidder commits breach of any condition of the contract.</p> <p>ii. If tendering authority terminates the contract in whole or in part, amount of PSD may be forfeited.</p> <p>iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.</p> <p>iv. As on effective date of termination, Tendering Authority shall pay:</p> <p>a) the unpaid value of all the assets/services supplied by the Bidder and accepted by the purchaser in accordance with the RFP specifications.</p> <p>v. b) all the services delivered by the Bidder and accepted by the purchaser, the consideration payable shall be based on service rate as per agreement.</p>	<p>deliver any or all quantities of the service within the time period specified in the contract <u>and the cure period of at least thirty (30) days</u>, or any <u>further</u> extension thereof granted by tendering authority; or</p> <p>b. If the supplier/ selected bidder fails to perform any other <u>material</u> obligation under the contract <u>even after being given a cure period of thirty (30) days</u> within the specified period of delivery of service or any extension granted thereof; or</p> <p>c. If the supplier/ selected bidder, in the judgement <u>of a court of competent jurisdiction</u> the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.</p> <p>d. If the supplier/ selected bidder commits breach of any condition of the contract.</p> <p>ii. If tendering authority terminates the contract in whole or in part, amount of PSD may be forfeited.</p> <p>iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.</p> <p>iv. As on effective date of termination, Tendering Authority shall pay:</p> <p>a) the unpaid value of all the assets/services supplied by the Bidder and accepted by the purchaser in accordance with the RFP specifications.</p> <p>v. b) all the services delivered by the Bidder and accepted by the purchaser, the</p>	

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					consideration payable shall be based on service rate as per agreement.	
129	6. General Terms and Conditions of Tender & Contract	27.c Termination for Convenience	71	<p>i. Tendering authority, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>ii. Tendering Authority shall pay the bidder for all products/ services provided and for which bidder has placed order for supplies (Proof of order to be submitted to tendering authority) up to the effective date of termination at the contract terms and prices.</p>	<p>i. Tendering authority Either Party , by a written notice of at least 30 90 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's/Bidders convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>ii. Tendering Authority shall pay the bidder for all products/ services provided and for which bidder has placed order for supplies (Proof of order to be submitted to tendering authority) up to the effective date of termination at the contract terms and prices.</p>	as per revised RFP.
130	6. General Terms and Conditions of Tender & Contract	27 Termination	71	Termination	We seek a deletion of termination for convenience and introduction for mutual rights of termination for both Parties.	as per revised RFP.
131	6. General Terms and Conditions of Tender & Contract	27 Termination	71	27) Termination	<p>Please add the below Clause 27) Termination Termination in case of default and non payment of fees:</p> <p>Bidder may terminate this Agreement for cause if Purchaser materially breaches this Agreement, provided Bidder gives Purchaser notice of such breach and it remains uncured after 30 days following</p>	as per revised RFP.

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					notice. If any amount due and payable by Purchaser under the Agreement is more than 30 days overdue; and there is no dispute between Purchaser and Bidder in relation to that amount, Bidder may issue to Purchaser a notice that payment is overdue. If Purchaser fails to pay Bidder within 7 days after the date of such notice, Bidder may by a further notice to Purchaser terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.	
132	6. General Terms and Conditions of Tender & Contract	28 Exit Management	73	d. That the products and technology delivered to tendering authority during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of tendering authority. Supplied hardware, software & documents etc., used by selected bidder for tendering authority shall be the legal properties of tendering authority.	Bidder requests deletion	As per RFP.
133	6. General Terms and Conditions of Tender & Contract	28 Exit Management	73	Exit Management	We need to enable support upto 6 month of expiry, since it a big DC need configure cost for manpower for successful completion of exit management	As per RFP.
134	6. General Terms and Conditions	28.ii Exit Management	73	ii. The selected bidder, if not already done, will transfer all the Software Licenses under the	Please modify the clause as below: ii. The selected bidder, if not already done,	As per RFP.

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	of Tender & Contract			name of the tendering authority as desired by the procuring entity during the exit management period.	will transfer all the Software Licenses under the name of the tendering authority as desired by the procuring entity during the exit management period.	
135	6. General Terms and Conditions of Tender & Contract	29 Change Requests/ Management	75	<p>a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Change Control Committee with members from the procurement agency and the selected bidder. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.</p> <p>b) Tendering authority may at any time, by a written order given to the bidder , make changes within the general scope of the Agreement in any one or more of the following: -</p> <ul style="list-style-type: none"> ü Designs, specifications, requirements which software or service to be provided under the Agreement are to be specifically developed and rendered for tendering authority. ü The method of deployment, shipping or packing. ü Schedule for Installation Acceptance. ü The place of delivery and/or the services to be provided by the bidder. <p>c) The change request/ management procedure will follow the following steps: -</p> <ul style="list-style-type: none"> ü Identification and documentation of the need for the change – The information related to initiator, initiation date and details of change required and priority of the change 	Please clarify	As per RFP.

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				will be documented by tendering authority.		
136	6. General Terms and Conditions of Tender & Contract	29 Change Requests	75	As per RFP	Bidder requests the addition of the following: - <u>Notwithstanding anything contained to the contrary elsewhere, the bidder shall not be bound to perform any additional services without executing a mutually agreed Change Order.</u>	As per RFP.
137	6. General Terms and Conditions of Tender & Contract	30 Legal Jurisdiction	77	Legal Jurisdiction	Both parties must comply with applicable export and import laws.	As per RFP.
138	6. General Terms and Conditions of Tender & Contract	30 Settlement of Disputes	76	30) Settlement of Disputes a) General: If any dispute arises between the supplier/ selected bidder and tendering authority during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.	Please modify the clause as below: 30) Settlement of Disputes a) General: If any dispute arises between the supplier/ selected bidder and tendering authority during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/	as per revised RFP.

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				<p>b) If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the bidder to the sole arbitrator, which in case of this Bid will be the Chief Secretary, Government of Rajasthan or any Officer as designated by the State Government, to be named in the contract, whose decision shall be final. Any fact or condition, which may not have been mentioned in terms and conditions and may arise during the contract period, shall be decided as per the State Government policy/rules. In case rules/policies do not provide any such situation, the issue will be decided by the Arbitrator.</p> <p>The Tendering authority and the DCO shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract. If, after Thirty (30) days from the commencement of such direct informal negotiations, the Tendering authority and the DCO have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism. In the case of a dispute or difference arising between the Tendering authority and the DCO relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the Chief Secretary, Government of Rajasthan decision shall be final and binding on the</p>	<p>selected bidder.</p> <p>b) If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the bidder to the sole arbitrator mutually appointed by the parties whose decision shall be final. Any fact or condition, which may not have been mentioned in terms and conditions and may arise during the contract period, shall be decided as per the State Government policy/rules. In case rules/policies do not provide any such situation, the issue will be decided by the Arbitrator. The Tendering authority and the DCO shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.</p> <p>If, after Thirty (30) days from the commencement of such direct informal negotiations, the Tendering authority and the DCO have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism. In the case of a dispute or difference arising between the Tendering authority and the DCO relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the sole arbitrator to be mutually appointed by the parties whose decision shall be final and</p>	

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				<p>parties. The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactment's thereof, shall apply to the arbitration proceedings. The Tendering authority may terminate this contract, by giving a written notice of termination of minimum 30 days, to the Implementation Agency, if the DCO fails to comply with any decision reached consequent upon arbitration proceedings.</p> <p>c) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.</p>	<p>binding on the parties.</p> <p>The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactment's thereof, shall apply to the arbitration proceedings. The Tendering authority may terminate this contract, by giving a written notice of termination of minimum 30 days, to the Implementation Agency, if the DCO fails to comply with any decision reached consequent upon arbitration proceedings.</p> <p>c) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.</p>	
139	6. General Terms and Conditions of Tender & Contract	30 Settlement of Disputes	76	As per RFP	<p>The present clause is in violation of Section 12(5) of the amended Arbitration and Conciliation Act, 1996.</p> <p>Bidder proposes the following clause for settling disputes: -</p> <p><u>If the dispute cannot be settled by mutual discussions within the thirty (30) day period, either party may refer the matter to a panel of three arbitrators. Each party shall choose one arbitrator, both of whom shall elect the third arbitrator who shall be the presiding arbitrator. The arbitration proceedings shall be held under the</u></p>	as per revised RFP.

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					<u>provisions of the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be Bangalore, India.</u>	
140	7. Special Terms and Conditions of Tender & Contract	7.1 Payment Terms and Schedule	78	The successful bidder has to supply required manpower with in period of 3 months after issuing the work order(s).	Please clarify as timelines need to be checked with WMG as resource count and level is high	As per RFP.
141	7. Special Terms and Conditions of Tender & Contract	7.1 Payment Terms and Schedule	78	Payment Terms and Schedule	Please rephrase the Milestone frm the date of rendering the services and by 3rd quarter ISO certifications to be done.	As per RFP.
142	7. Special Terms and Conditions of Tender & Contract	7.1 Payment Terms and Schedule	78	Services will be paid quarterly after making due adjustments with SLA / Performance	Services will be paid quarterly in advance after making due adjustments with SLA / Performance.	As per RFP.
143	7. Special Terms and Conditions of Tender & Contract	7.1.a Payment Terms and Schedule	78	The successful bidder has to supply required manpower with in period of 3 months after issuing the work order(s).	We assume, implementation activities are not in scope. Please confirm. 3 Years O&M period is inclusive of transition. Please confirm.	As per RFP.
144	7. Special Terms and Conditions of Tender & Contract	7.1.e Payment Terms and Schedule	78	e) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.	Please modify the clause as below: e) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute. However such dispute should be bonafide and the withheld amount should only relate to the bonafide dispute.	As per RFP.
145	7. Special Terms and Conditions	7.1.h Payment Terms and Schedule	78	Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.	Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.Any change in statutory taxes,	As per RFP.

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	of Tender & Contract				duties and levies shall be borne by the customer on sufficient documentary proof is submitted by the Wipro.	
146	7. Special Terms and Conditions of Tender & Contract	2	79	Service Level Standards/ Requirements/ Agreement	Please exclude all Hardware and Solution related scope and penalties, only Manpower/FMS related clauses shall be applicable ie non availability, response time, vendor management and BAU support along with updates and upgrades for which client is entitled from the Vendors/ OEM.	As per revised RFP.
147	7. Special Terms and Conditions of Tender & Contract	7.2.A	79	Infrastructure Service Levels	There is an intrinsic dependency on solution/component(hardware & software) deployed in the DC and DR and as such the cause cannot be attributed with clarity on FMS service provider. The penalties should levied only when the reason can be solely attributed to FMS service provider. Please revisit and amend the clauses as otherwise these will mean the FMS service provider will need to provision the missing/insufficient/improper components also!	As per revised RFP.
148	7. Special Terms and Conditions of Tender & Contract	7.2.A & B	79	A. Infrastructure Service Levels B. Security Management Service Levels	It is assumed that IT equipment at all levels are configured in HA and redundant mode. Please confirm. Also, assumed that RISL has back to back SLA with the respective OEM for hardware & software for Warranty/AMC/ATS. Please confirm.	As per revised RFP.
149	7. Special Terms and Conditions of Tender & Contract	7.2 Service Level Standards/ Requirements/ Agreement	79	Data Center Uptime calculated for each IT equipment: Total downtime allowed is 6.48 minutes in a quarter. For SLA calculation equipment wise downtime will be calculated and thereafter sum of all equipment downtime shall be less than	Since this is services RFP and not DC equipment supply RFP, we request RajCOM to modify this to service uptime SLA rather than equipment. DC equipment uptime can only be committed by hardware supply/ OEM partner.	As per RFP.

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				6.48 minutes in a quarter for non-applicability of penalty.	Request to modify as below: Data Center Uptime calculated for each service (Network/ DB/ Server) and 6.48 minutes to be calculated on service.	
150	7. Special Terms and Conditions of Tender & Contract	7.2 Service Level Standards/ Requirements/ Agreement	79	Service Level Standards/ Requirements/ Agreement :- § Example: 90 days will be considered in each quarter. Thus total time in quarter is 129600 minutes and total uptime is 99.995% i.e. 129593.52 minutes. Total downtime allowed is 6.48 minutes in a quarter. For SLA calculation equipment wise downtime will be calculated and thereafter sum of all equipment downtime shall be less than 6.48 minutes in a quarter for non-applicability of penalty.	Very huge target. Hope, solution is desgined to manage the downtime.	As per RFP.
151	7. Special Terms and Conditions of Tender & Contract	7.2 Service Level Standards/ Requirements/ Agreement	79	2) Service Level Standards/ Requirements/ Agreement The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the selected bidder to the tendering authority for the duration of this contract. The tendering authority will regularly review the performance of the services being provided by the selected bidder and impose penalties if any deficiency is found in the services. Three consecutive quarterly penalties (on actual) of more than 20% put together of the applicable fee	Please modify the clause as below: 2) Service Level Standards/ Requirements/ Agreement The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the selected bidder to the tendering authority for the duration of this contract. The tendering authority will regularly review the performance of the services being provided by the selected bidder and impose penalties if any deficiency is found in the services. Three consecutive quarterly penalties (on	As per RFP.

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				on account of any reasons may be deemed to be an event of default and termination.	actual) of more than 5% put together of the applicable fee on account of any reasons may be deemed to be an event of default and termination.	
152	7. Special Terms and Conditions of Tender & Contract	7.2 Service Level Standards/ Requirements/ Agreement	79	As per RFP	<u>To be added to the existing clause</u> The maximum penalty that can be imposed under this clause shall not exceed 3% of the Annualized Contract Value and penalty for a given month cannot exceed more than 3% of monthly invoice value.	As per RFP.
153	7. Special Terms and Conditions of Tender & Contract	7.2.A	80	Equipment/Services Downtime is the time in hours that the equipment/ Services is not available and excludes planned downtime, which are approved by the tendering authority and the link failures that are taken from third party. The downtime shall be calculated from the EMS or BMS, as may be applicable.	It is understood that DCO will leverage the existing EMS & BMS tools of RISL. Please confirm and provide details with modules & versions.	as per revised RFP.
154	7. Special Terms and Conditions of Tender & Contract	7.2.B & C Service Level Standards/ Requirements/ Agreement	80	Penalties on Security Management Services and penalty as per the role in a quarter	Kindly keep the penalty cap upto the 5% of the yearly contracted value	As per RFP.
155	7. Special Terms and Conditions of Tender & Contract	7.2.B	80	Security Management Service Levels	Majority of these are related to solution/components (hardware & software) deployed with the automation tools which should apply patches automatically. Hence these should not be applicable to FMS service provider from practicality purpose. Please revisit.	As per revised RFP.
156	7. Special Terms and Conditions of Tender & Contract	7.2.C	81	The manpower deployed by DCO for carrying out and providing FMS services shall necessarily be on direct payroll of the bidder's organization (the bidder has to provide documentary proof for the compliances) and should not be on contract	We assume, DCO can leverage its partner resources for roles like office assistance, network passive cabling etc. Please confirm.	as per revised RFP.

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				/outsourced / subcontracted in any circumstances.		
157	7. Special Terms and Conditions of Tender & Contract	Manpower Availability Service Levels	81	The manpower deployed by DCO for carrying out and providing FMS services shall necessarily be on direct payroll of the bidder's organization (the bidder has to provide documentary proof for the compliances) and should not be on contract /outsourced / subcontracted in any circumstances	Suggestion: We request RajCOMP to consider Network Cable technicians, Helpdesk and Office assistant on Bidder partner payroll.	as per revised RFP.
158	7. Special Terms and Conditions of Tender & Contract	Manpower Availability Service Levels	81	The manpower deployed by DCO for carrying out and providing FMS services shall necessarily be on direct payroll of the bidder's organization (the bidder has to provide documentary proof for the compliances) and should not be on contract /outsourced / subcontracted in any circumstances.	As per page No - 104 - 18 Nos office assistance need to be deployed and qualification criteria is 10th, need to check whether they can be hired on contract or not	as per revised RFP.
159	7. Special Terms and Conditions of Tender & Contract	Manpower Availability Service Levels	82	Manpower details given in RFP is indicative, it may be increase or decrease as per requirement of project.	Bidder requests modification: - Manpower details given in RFP is indicative, it may be increase or decrease as per requirement of project. <u>Any increase or decrease in manpower shall be on mutually agreed terms and conditions.</u>	As per RFP.
160	7. Special Terms and Conditions of Tender & Contract	2 D	83	Help Desk Service Levels	Resolution pending with OEM/ Vendors shall be excluded from the penalty calculations.	As per RFP.
161	7. Special Terms and Conditions	7. 2.C. Penalty Capping	87	Total penalties except those defined in (C): "Manpower availability service levels" shall not be higher than 20% of Agreed	Total overall penalty should be capped at 5% of TCV.	As per RFP.

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	of Tender & Contract			Quarterly Payment for respective quarter whereas total penalty including penalties towards “Manpower availability service levels” shall not be higher than the Agreed Quarterly Payment for respective quarter.		
162	7. Special Terms and Conditions of Tender & Contract	7.2.D	88	Service Management – Ticketing System for IT Infrastructure The proposed solution shall provide a web based service support system to automate incident, problem, change, knowledge management, interactive support.	We understand that ITSM tool and required licenses shall be provided by RISL. Please confirm and provide details of the ITSM tools including modules & versions	as per revised RFP.
163	7. Special Terms and Conditions of Tender & Contract		88	Incident/Problem Management	Kindly clarify the bidder needs to procure the Incident management tool ?As per our understanding already the tool is available	as per revised RFP.
164	7. Special Terms and Conditions of Tender & Contract	Service Management – Ticketing System for IT Infrastructure	88	The proposed solution shall provide a web based service support system to automate incident, problem, change, knowledge management, interactive support.	Kindly clarify the bidder needs to procure the Ticketing system tool ?As per our understanding already the ticket management tool is available	as per revised RFP.
165	7. Special Terms and Conditions of Tender & Contract	Ticketing Solution	88	Service Management – Ticketing System for IT Infrastructure:	We understand that HP Tool stack is already deployed in customer environment and Bidder can leverage the same ticketing tool. Kindly confirm.	as per revised RFP.
166	7. Special Terms and Conditions of Tender & Contract	Ticketing Solution	88	Service Management – Ticketing System for IT Infrastructure: The proposed solution shall provide a web based service support system to automate incident, problem, change, knowledge management, interactive support. ü The proposed solution should have achieved Pink VERIFY 2011 certification on all 15 available ITIL	Need more clarity	Tool will be provided by RISL

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				<p>processes (a documentary proof of the same should be provided at the time of bidding).</p> <ul style="list-style-type: none"> ü The proposed solution shall support request management, problem management, configuration management and change order management. ü The proposed solution shall provide an identity management system that allows user/role management and integration with authentication systems such as LDAP/AD. ü The proposed solution shall provide ready content for foundation processes, procedures and work instructions for Request, Incident, Knowledge, Problem, Change and Configuration Management. ü The proposed solution shall support multi-tenancy to enable different tenants (departments/customers) to use the same physical instance of the service desk. ü The proposed solution shall provide a distributed and scalable architecture that caters to growth in number of analysts, end-users and call volumes. 		
167	7. Special Terms and Conditions of Tender & Contract	7.2.D.c	88	<p>Total penalties except those defined in (C): “Manpower availability service levels” shall not be higher than 20% of Agreed Quarterly Payment for respective quarter whereas total penalty including penalties towards “Manpower availability service levels” shall not be higher than the Agreed Quarterly</p>	<p>Please modify the clause as below:</p> <p>Total penalties except those defined in (C): “Manpower availability service levels” shall not be higher than 5% of Agreed Quarterly Payment for respective quarter whereas total penalty including penalties towards</p>	As per RFP.

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				Payment for respective quarter.	"Manpower availability service levels" shall not be higher that the Agreed Quarterly Payment for respective quarter.	
168	7. Special Terms and Conditions of Tender & Contract	Total penalties except those defined in (C):	88	Total penalties except those defined in (C): "Manpower availability service levels" shall not be higher than 20% of Agreed Quarterly Payment for respective quarter whereas total penalty including penalties towards "Manpower availability service levels" shall not be higher that the Agreed Quarterly Payment for respective quarter.	Total penalties except those defined in (C): "Manpower availability service levels" shall not be higher than 20 3% of Agreed Quarterly Monthly Invoice value Payment for respective quarter whereas total penalty including penalties towards "Manpower availability service levels" shall not be higher that the Agreed Quarterly Payment for respective quarter.	As per RFP.
169	7. Special Terms and Conditions of Tender & Contract	Knowledge Management	89	Knowledge Management	Kindly clarify the bidder needs to procure the knowledge management tool. As per our understanding already the tool is available	As per revised RFP.
170	7. Special Terms and Conditions of Tender & Contract	Change and configuration Management:	90	Change and configuration Management:	Kindly clarify the bidder needs to procure this tool As per our understanding already the tool is available	As per revised RFP.
171	7. Special Terms and Conditions of Tender & Contract	Reporting	90	Reporting	Kindly clarify the bidder needs to procure this tool As per our understanding already the tool is available	As per revised RFP.
172	Annexure 3	Technical Bid Covering Letter	94	ANNEXURE-3: TECHNICAL BID COVERING LETTER {To be submitted by the bidder only on his Letter Head duly signed by Auth. Sign.} To, The Managing Director, RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, C-Block, Tilak	Please modify the clause as below: ANNEXURE-3: TECHNICAL BID COVERING LETTER {To be submitted by the bidder only on his Letter Head duly signed by Auth. Sign.} To, The Managing Director,	As per RFP.

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				<p>Marg, C-Scheme, Jaipur-302005 (Raj). Ref: Request for Proposal (RFP) Notification dated..... No..... Dear Sir, 1. I/We, the undersigned bidder, Having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same. 2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. 3. I/ we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to Purchaser for carrying out the project in accordance with your RFP. 4. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.</p>	<p>RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj). Ref: Request for Proposal (RFP) Notification dated..... No..... Dear Sir, 1. I/We, the undersigned bidder, Having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same. 2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. 3. I/ we hereby submit our token of acceptance to all the tender terms & conditions with deviations. Hence, we are hereby submitting our Bid and offer to provide services to Purchaser for carrying out the project in accordance with your RFP. 4. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.</p>	
173	Annexure 5	Self Declaration	97	c) is having unblemished record and is not declared ineligible for corrupt & fraudulent	This format has been revised of the Finance site, kindly use the same format. This is	As per RFP.

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				<p>practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.</p> <p>d) does not have any previous transgressions with any entity in India or any other country during the last three years</p> <p>e) does not have any debarment by any other procuring entity</p> <p>f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;</p> <p>g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.</p>	<p>incorporated in RISL rfps like VLC, 3D City and Video Conferencing</p>	

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				i) will comply with the code of integrity as specified in the bidding document.		
174	Annexure 6	CERTIFICATE OF CONFORMITY/ NO DEVIATION	98	ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION	Please change unconditional to mutually agreed acceptance.	As per RFP.
175	Annexure 6	CERTIFICATE OF CONFORMITY/ NO DEVIATION	98	<p>ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION {To be submitted by the bidder only on his Letter Head duly signed by Auth. Sign.} To, The Managing Director, RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj). CERTIFICATE This is to certify that, the specifications of the required services in the RFP which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications. Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-toend implementation and execution of the</p>	<p>Please modify the clause as below: ANNEXURE-6: CERTIFICATE OF DEVIATION {To be submitted by the bidder only on his Letter Head duly signed by Auth. Sign.} To, The Managing Director, RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj). CERTIFICATE This is to certify that, the specifications of the required services in the RFP which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications. Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of conditional acceptance to all the terms & conditions read with the deviation sheet of the bidding document. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-toend implementation and execution of the</p>	As per RFP.

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				project, to meet the desired Standards set out in the bidding Document.	project, to meet the desired Standards set out in the bidding Document.	
176	Annexure 8	Undertaking on Authenticity of IT services	100	We hereby undertake that all the supplied manpower genuine/ authentic, having desired qualification and experience, having good conduct, not having any criminal record, not debarred from IT services in the country. We have verified at our own end the genuineness/ authenticity, required qualification, experience and conduct of the supplied manpower. In case, we are found not complying with above at the time of delivery of services or during course of rendering the services, for the manpower already supplied, we agree to own the responsibility for the same and take back the manpower already supplied and return any amount paid to us by you in this regard and that you will have the right to forfeit our Bid Security/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.	Bidder requests modification: - We hereby undertake that all the supplied manpower genuine/ authentic, having desired qualification and experience, having good conduct, not having any criminal record, not debarred from IT services in the country. We have verified at our own end the genuineness/ authenticity, required qualification, experience and conduct of the supplied manpower. In case, we are found not complying with above at the time of delivery of services or during course of rendering the services, for the manpower already supplied, we agree to own the responsibility for the same and take back the manpower already supplied and return any amount paid to us by you in this regard and that you will have the right to forfeit our Bid Security/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.	as per revised RFP.
177	Annexure 8	Undertaking on Authenticity of IT services	100	ANNEXURE-8: UNDERTAKING ON AUTHENTICITY OF THE SERVICES {to be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)} To, The Managing Director, RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj). Reference: NIB No. :	Please modify the clause as below: ANNEXURE-8: UNDERTAKING ON AUTHENTICITY OF THE SERVICES {to be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)} To, The Managing Director, RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).	as per revised RFP.

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				<p>Dated: _____ This has reference to the items being supplied/ quoted to you vide bid ref. no. _____ dated _____.</p> <p>We hereby undertake that all the supplied manpower genuine/ authentic, having desired qualification and experience, having good conduct, not having any criminal record, not debarred from IT services in the country. We have verified at our own end the genuineness/ authenticity, required qualification, experience and conduct of the supplied manpower.</p> <p>In case, we are found not complying with above at the time of delivery of services or during course of rendering the services, for the manpower already supplied, we agree to own the responsibility for the same and take back the manpower already supplied and return any amount paid to us by you in this regard and that you will have the right to forfeit our Bid Secur</p>	<p>Reference: NIB No. _____ Dated: _____ This has reference to the items being supplied/ quoted to you vide bid ref. no. _____ dated _____.</p> <p>We hereby undertake that all the supplied manpower genuine/ authentic, having desired qualification and experience, having good conduct, not having any criminal record, not debarred from IT services in the country. We have verified at our own end the genuineness/ authenticity, required qualification, experience and conduct of the supplied manpower.</p> <p>In case, we are found not complying with above at the time of delivery of services or during course of rendering the services, for the manpower already supplied, we agree to own the responsibility for the same and take back the manpower already supplied and return any amount paid to us by you in this regard and that you will have the right to forfeit our Bid Secur</p>	
178	Annexure 12	3.4 Business Obligations	121	<p>Whereas, the SI has agreed to fully abide by the terms of this non-disclosure agreement and it has also been agreed by the parties that if there will be any breach or violation of the terms of agreement vis-à-vis non-disclosure clause, the SI shall not only be liable for consequential costs and damages</p>	<p>Bidder requests modification: -</p> <p>Whereas, the SI has agreed to fully abide by the terms of this non-disclosure agreement and it has also been agreed by the parties that if there will be any breach or violation of the terms of</p>	As per RFP.

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				but in addition to that will also be liable for criminal prosecution in accordance with the prevailing laws.	agreement vis-à-vis non-disclosure clause, the SI shall not only be liable for consequential costs and damages but in addition to that will also be liable for criminal prosecution in accordance with the prevailing laws.	
179	Annexure 12	INDICATIVE CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT	120	ANNEXURE-12: INDICATIVE CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT	Confidentiality Agreement should be mutual.	As per RFP.
180	Annexure 17	17	128	ANNEXURE-17: HR CERTIFICATE FOR MANPOWER PROFESSIONALS	Please remove the format, HR declaration/Undertaking shall be accepted.	As per RFP.
181	Additional Clause	Minimum Wages		Clause addition	All DCO has to follow state government minimum wages norms.	As per RFP.
182	Additional Clause	Hike in Minimum Wages	NA	Clause addition	Any increase in the minimum wages act which is more than 5% then customer will pay the differential to the bidder.	As per RFP.
183	Additional Clause		NA	Who will provide laptop / desktop, phone lines with STD line to coordinate with OEM, Sitting arrangement and basic infrastructure facility	Need clarity	as per revised RFP.
184	Additional Clause	Variance in Minimum Wages	NA		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	as per revised RFP.

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					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.	
185	Additional Clause	Arbitration	NA	Clause not present in RFP	If the dispute cannot be settled by mutual discussions within the thirty (30) day period, either party may refer the matter to a panel of three arbitrators. Each party shall choose one arbitrator, both of whom shall elect the third arbitrator who shall be the presiding arbitrator. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be Bangalore, India.	As per RFP.
186	Additional Clause	ERV	NA	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.
187	Additional Clause	Risk and Title	NA	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.
188	Additional Clause	Non Hire Clause	NA	Clause not present in RFP	Customer acknowledges that personnel to be provided by Wipro represent a significant investment in recruitment and training, the loss of which would be	As per RFP.

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					detrimental to Wipro'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 Wipro employee, or induce any such individual to leave the employ of Wipro. For purposes of this clause, a Wipro employee means any employee or person who has who has been involved in providing services under this Agreement.	
189	Additional Clause	Saving Clause	NA	Clause not present in RFP	Wipro'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 Wipro performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	As per RFP.
190	Additional Clause	Deemed Acceptance	NA	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 Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days time to correct in case of any rejection by Customer.	As per RFP.
191	Additional Clause	Change Order	NA	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	As per RFP.

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					other aspect of the Statement of Work/Purchase Order. Wipro 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, Wipro shall not be bound to perform any additional services.	
192	Additional Clause	Audit	NA	Clause not present in RFP	Request that the following be included: Excluding a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Contractor to provide to Customer access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Contractor's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Contractor's profitability or other such financial data.	As per RFP.
193	Additional Clause	Site Not Ready	NA	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.	As per RFP.

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194	Additional Clause	Commercial BoQ	NA	Commercial BoQ	Commercial BoQ present on the eproc portal is not as per format. Kindly clarify.	Please check on eProc Portal.
195	Additional Clause	Min. Wages ACT	NA	Add	Please add Min wages rule and also add that is the rule changes the price will be mutually agreed.	as per revised RFP.
196	Additional Clause	Deliverables	NA	Add	The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.	As per RFP.
197	Additional Clause	Acceptance of Deliverables	NA	Add	Purchaser will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal. The application software (if any) will be delivered/installed for acceptance to Purchaser as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of Purchaser. Purchaser will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by Purchaser. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by Purchaser, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the	As per RFP.

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					<p>baseline immediately following the acceptance, whichever is later. Purchaser will confirm acceptance in writing to Bidder. The Purchaser shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by Purchaser if the Purchaser (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT). Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the Purchaser. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure described herein. Items reported through the Change Management Procedure will be dealt with separately.</p>	

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198	Additional Clause	Reimbursement of Tax/Levy	NA	Add	Bidder shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any other state or central levy. This will apply retrospectively, if so applicable upon Bidder.	as per revised RFP.
199	Additional Clause	Intellectual property rights	NA	Add	All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder's proprietary products or components thereof any development carried out by Bidder thereto in the course of providing services hereunder, including customisation, enhancement, interface development etc. shall remain the exclusive property of Bidder and Buyer shall not acquire any right title or interest of any nature therein except to the extent provided herein. Bidder shall however grant in favour of Buyer the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder. The foregoing license does not authorizes Buyer to (a) separate Bidder pre-existing IP from the deliverable/software in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder pre-existing IP in favour of any person (either for commercial consideration or not (including by way of	As per RFP.

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					<p>transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder pre-existing IP.</p> <p>All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and Buyer shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.</p>	
200	Additional Clause	Warranty	NA	Add	<p>Bidder shall warrant that the delivered software meets the requirements as specified in the detailed Specifications. This warranty shall remain valid for three (3) months after the acceptance of the software by the Purchaser or three (3) months after the delivery of the software, whichever is earlier.</p> <p>Purchaser shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Bidder under this warranty. Upon receipt of such notification, Bidder shall remove the 'defect' in the application software.</p> <p>The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the Purchaser. Warranty shall not cover</p>	As per RFP.

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					<p>any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Bidder and operation of the deliverables on incompatible hardware not recommended by Bidder; (ii) any change, not made by Bidder, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the Purchaser without the written permission of Bidder; or (iv) defects in components or materials provided to Bidder by Purchaser in connection with the preparation of the deliverable.</p> <p>In case of breach of this warranty, Purchaser's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to the Purchaser if already paid by the Purchaser.</p> <p>EXCEPT AS SET FORTH IN THIS AGREEMENT, BIDDER MAKES NO WARRANTIES TO</p>	

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					Purchaser, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE BIDDER	
201	Additional Clause	Travel and Related Expenses	NA	Add	Should the assignment require any travel by any Bidder expert outside their respective base location(s), the Purchaser will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.	may be factored.
202	Additional Clause	Cost Escalation	NA	Add	Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the Purchaser, non-availability of facilities at the Purchaser, increase in the scope of the agreed Change-Requirements or increase in the Purchaser's Implementation support requirements etc., Bidder will bring this to the attention of the Purchaser. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.	As per RFP.
203	Additional Clause	Confidentiality	NA	Add	Both parties agree that they may, in the course of their business relationship with	As per RFP.

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					<p>the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective clients. Both parties undertake, to hold all such information in strictest confidence and not to disclose such information to third parties nor to use such information for any purpose whatsoever save as may be strictly necessary for the performance of the assignment as mentioned in this proposal. The term "Confidential Information" as used herein means any information or documents disclosed by one party to the other party orally, and which is reduced to writing within a period of 3 days of the disclosure or in writing or including but not limited to any written or printed documents, samples, model, technical data/know-how, drawings, photographs, specifications, standards, manuals, reports, formulae, algorithms, processes, information, lists, trade secrets, computer programs, computer software, computer data bases, computer software documentation, quotations and price lists, research products, inventions, development, processes, engineering techniques, strategies, customers, internal procedures, employees and business opportunity and clearly identified and marked as "Confidential Information". The data contained herein shall not be disclosed, duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided that, a contract is</p>	

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					<p>awarded to this proposal as a result of, or in connection with the submission of this data. Both the parties shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This confidentiality restrictions shall be for the term of the resultant contract and for a period of two years thereafter. This restriction does not limit the right to use information contained in the data if it:</p> <ul style="list-style-type: none"> a. Is obtained from another source without restriction. b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality; c. becomes generally known to the public without violation of this Proposal; d. is independently developed by the receiving party without the use of confidential information and without the participation of individuals who have had access to confidential information; e. is required to be provided under any law, or process of law duly executed. 	
204	Additional Clause	Non-employment	NA	Add	The Purchaser will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising herefrom.	As per RFP.
205	Additional Clause	General Indemnity	NA	Add	The Purchaser will, during the period of the coverage of this assignment, indemnify and hold Bidder harmless from any loss, injury,	As per RFP.

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					claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of the Purchaser by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages.	
206	Additional Clause	Indemnity for infringement of intellectual property rights	NA	Add	The Purchaser warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.	As per RFP.
207	Additional Clause	Force Majeure	NA	Add	Except to the extent otherwise provided herein, no liability shall result to other Party from delay in performance of from non-performance caused by circumstances beyond the control of the Party affected, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, accident, labour trouble but each of the hereto shall be diligent in attempting to remove such cause or causes. If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Assignment	As per RFP.

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					without liability, by notice in writing to the other party. However Bidder shall be entitled to receive payments for all services rendered by it under this Assignment.	
208	Additional Clause	Notices	NA	Add	<p>All notices, requests, demands and other communications under this proposal or in connection herewith shall be given to or made upon the respective parties as follows –</p> <p>Bidder:Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai 400 001.</p> <p>With a copy to: Deputy General Counsel Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai 400 001.</p> <p>Purchaser: (pl. fill up the Address).</p> <p>or to such other person or addresses as any of the Parties shall have notified to the others.</p> <p>All notices, requests, demands and other communications given or made in accordance with the provisions of this proposal shall be in writing by letter, fax, email or telegram.</p>	As per RFP.
209	Additional Clause	Waiver	NA	Add	No forbearance, indulgence or relaxation by any Party at any time to require performance of any provision of this Proposal shall in any way affect, diminish or prejudice the right of such party to require	As per RFP.

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					performance of that provision and any waiver by any party or any breach of any provisions of this Proposal shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Proposal.	
210	Additional Clause	Assignment	NA	Add	Neither Party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this proposal without the prior written consent of the other Party.	As per RFP.
211	Additional Clause	Non exclusively	NA	Add	Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.	As per RFP.
212	Additional Clause	Independent Relationship	NA	Add	This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.	As per RFP.
213	Additional Clause	Modification	NA	Add	This proposal may be modified only by an amendment executed in writing by a duly authorised representative for each party.	As per RFP.
214	Additional Clause	Publicity	NA	Add	Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.	As per RFP.
215	Additional Clause	Entire Understanding	NA	Add	This Proposal together with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supercedes and cancels all previous	As per RFP.

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					negotiations thereof. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.	
216	Additional Clause	Tata Code of Conduct	NA	Add	The business activities of the Bidder are self-regulated by the “Tata Code of Conduct”. The Purchaser undertakes that it will endeavor to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counsellor or the CEO of Bidder. Bidder, in turn, undertakes that it will maintain confidentiality of all communications received.	As per RFP.
217	Additional Clause	Survival	NA	Add	The clauses of this proposal which by their nature are intended to survive shall so survive the termination/expiry of this proposal.	As per RFP.
218	Additional Clause	IPR indemnity from Purchaser	NA	Add	Purchaser warrants to Bidder that the software, materials, and other assistance ('Purchaser materials') supplied by Purchaser to Bidder for the purpose of execution of the terms of the agreement are either Purchaser owned properties or are properties obtained by Purchaser under proper intellectual property licenses. Purchaser further warrants that the said software, material and other information, to be provided by Purchaser shall not infringe the intellectual property rights, proprietary rights or any other property rights of any party. If Purchaser materials supplied by Purchaser are found to infringe the intellectual property rights of any party,	As per RFP.

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					<p>then Purchaser shall hold harmless and indemnified Bidder , against all claims and actions associated with such infringement, including without limitation the attorney fees spent by Bidder in defending such actions and claims, and any compensation that may be paid by Bidder to settle such claim either in satisfaction of a court decree or otherwise. This clause shall survive the termination of this agreement. The Purchaser will indemnify, defend and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the facilities/equipment or location of Purchaser by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation of liability provided herein shall not apply to such loss, injury, claim or damages.</p>	
219	Additional Clause	Termination in case of default and non payment of fees	NA	Add	<p>Bidder may terminate this Agreement for cause if Purchaser materially breaches this Agreement, provided Bidder gives Purchaser notice of such breach and it remains uncured after 30 days following notice.</p> <p>If any amount due and payable by Purchaser under the Agreement is more than 30 days overdue; and there is no dispute between Purchaser and Bidder in relation to that amount, Bidder may issue to Purchaser a notice that payment is overdue. If Purchaser fails to pay Bidder within 7 days after the date of such notice, Bidder may by a further notice to</p>	As per RFP.

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					Purchaser terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.	
220	Additional Clause	SLA Exclusions	NA	Add	<p>The time lost due to any of the following causes shall not be included in calculating “Fix/Work Around Available Time” or “Resolution Time”:</p> <ul style="list-style-type: none"> i Time lost due to power or environmental failures; ii Time taken to recover the equipment because of power or environmental failures; iii Time lost due to damage or malfunction of the equipment or any of the units thereof due to causes attributable to Customer/OEM, such as attachment of additional devices, making alteration to the system, participate in maintenance of the system, etc., without Bidder/ Vendor’s consent. iv Time taken for scheduled maintenance/troubleshooting (including back-up and restore times) either for preventive purposes or improvement in function or other purposes; v Time taken for reconfiguration or other planned downtime situations; vi Scheduled shutdowns as required by Owner/ Purchaser. Bidder/ Vendor may also request Owner/ Purchaser for a shutdown for maintenance purpose, which request will not be denied unreasonably by Owner/ Purchaser. vii Time taken for booting the systems. 	As per RFP.

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					<p>viii Time taken to get approval from all stakeholders for the exclusive availability of system for support activities where the prospective solutions can be tested prior to promotion into production.</p> <p>ix Time taken by Customer to approve the work around or fix.</p> <p>x Time taken by the third-party vendors and service providers for fixing a product related fault/ defect, replacement of part(s), or responding to clarifications.</p>	
221	Additional Clause	Bank Guarantee clause	NA	Add	<p>This Bank Guarantee issued by _____ Bank, on behalf of the Bidder in favor of Purchaser is in respect of the Contract/agreement dated_____.</p> <p>As communicated by Bidder on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to Bidder by Purchaser, in respect of pervious contracts between Bidder and Purchaser.</p> <p>As communicated by Bidder on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any pervious contracts between Bidder and Purchaser.</p> <p>Notwithstanding anything contained hereinabove: a) Our liability under this Bank Guarantee shall not exceed and is restricted to</p>	As per RFP.

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					<p>Rs. _____ (Rupees _____ only)</p> <p>b) This Guarantee shall remain in force up to and including _____ (including claim period of three months)</p> <p>c) Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of Purchaser under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned here in above</p>	