

S.No.	Category	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Remark
1	5. INSTRUCTION TO BIDDERS	26 to 27		<p>INSTRUCTION TO BIDDERS (ITB)                      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 except otherwise provided in the bidding documents. b) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract.</p>	<p>We would request that any change in procurement quantity shall be with prior intimation to the Supplier. Also the changed terms and conditions due to any variation in procurement quantity shall be mutually decided between the parties at the given stage.</p>	<p>As per RFP</p>

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2	5. INSTRUCTION TO BIDDERS	27 to 28		<p>INSTRUCTION TO BIDDERS (ITB)</p> <p>26) Risk and Cost</p> <p>If the bidder, breaches the contract by failing to deliver goods, services, or works according to the terms of the agreement, the procuring authority may be entitled to terminate the contract and procure the remaining unfinished goods, services, or works through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR. In such cases, the defaulting contractor bears the risk associated with their failure to fulfil their contractual obligations. If the cost of procuring the goods, services, or works from another source is higher than the original contract, the defaulting contractor is liable for the additional cost incurred by the procuring authority. The Risk &amp; Cost amount payable by the contractor or recoveries in lieu of Risk Purchase may be recovered from supplier by encashing/invoking Bank Guarantee, Security Deposits available with PE against the same or any other contract or may be adjusted against dues payable to supplier by PE against other purchase orders/contracts/work orders etc. by any unit/region etc. of PE.</p>	<p>We would request that any such termination of contract shall be for reasons directly and solely attributable to the Supplier, and for the default that remains unremedied during the 60 days cure period after the receipt of written notice by the Purchaser.</p>	<p>As per RFP</p>

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3	5. INSTRUCTION TO BIDDERS	28 to 29		INSTRUCTIONS TO BIDDERS 27) Performance Security g) 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 satisfactorily. c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.		As per RFP
4	5. INSTRUCTION TO BIDDERS	30		INSTRUCTION TO BIDDERS Confidentiality	Confidentiality clause should be mutual	As per RFP
5	6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	38 to 39		6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT Recoveries from Supplier/ Selected Bidder/Authorised partner a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. b) Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. c) In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.	We would request that there shall not be any direct deductions from the payments. Deduction shall be made by issuing credit notes. - Any deduction to be made shall be for defaults directly and solely attributable to the bidder. - The bidder shall get 60 days cure period for any defaults. - The total recovery amount and amount to be withhold for any given quarter shall not exceed the 10% of the total quarterly payment payable to bidder for that concerned quarter.	As per RFP

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6	6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	40		6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 17) Confidential Information	We kindly request to keep Confidential information mutual	As per RFP
7	6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	43 & 44		6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 29) Payments a) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with G.F.& A.R all remittance charges will be borne by the bidder. b) In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute. c) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.	The total amount to be withhold for any given quarter shall not exceed the 10% of the total quarterly payment payable to bidder for that concerned quarter.	As per RFP
8	6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	44		6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 30) Extension in Delivery Period and Liquidated Damages (LD)b) 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 goods supply and related services within the specified period.	We would request to omit "the time to be of essence of the contract", as any delay in the project timelines is linked to Liquidated damages /or penalty.	As per RFP

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9	6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	45		6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT d) In case of extension in the delivery period and/or completion period is granted with liquidated damages, the recovery shall be made on the basis of following percentages of value of Goods and Services which the selected bidder has failed to supply or complete the work:-	We would request to reduce the LD percentages - We would request that the total LD shall not exceed 5% of Total value of the services to be supplied.	As per RFP
10	6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	48		6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 37) Limitation of Liability 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 repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.	We would request the following change: the aggregate liability of the Supplier/ Selected Bidder to the procuring entity, whether under the Contract, in tort, or otherwise, shall not exceed the amount paid to the bidder in the 6 months prior to the date of event giving rise to the liability	As per RFP
11	6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	49 to 50		6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 41) Termination a) Termination for Default	1. We would request to provide 60 days remedy period. 2. Any such termination shall be for the reasons directly and solely attributable to the bidder.	As per RFP
12	6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	42 to 43		6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 32) Settlement of Disputes:	We would request to provide Arbitration mechanism for the dispute resolution, in accordance with the Arbitration and conciliation act, 1996 and as per its amendments.	As per RFP

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13	7. 2. SLA	54 to 56		<p>7. SPECIAL TERMS AND CONDITIONS OF TENDER &amp; CONTRACT</p> <p>2) Service Level Standards/ Requirements/ Agreement</p> <p>Note: Items covered under critical impact severity are enlisted in Annexure-1 (BOM)</p> <ul style="list-style-type: none"> <li>- Pre-approved upgradation activities / maintenance activities performed in scheduled timeline shall not be penalised.</li> <li>- In case the supplier fails to rectify the defect (s)/ replace the faulty equipment (s) with the same /higher configuration within 15 calendar days, it may be considered as breach of contract.</li> <li>- Maximum applicable penalty shall be 20% value of contract value.</li> </ul>	<p>We would request to reduce the Penalty amounts</p> <p>The bidder shall get 60 days cure period for any defaults.</p> <p>The total recovery amount and amount to be withhold for any given quarter shall not exceed the 10% of the total quarterly payment payable to bidder for that concerned quarter.</p>	<p style="text-align: center;">As per RFP</p>
14	Annexure-2: Technical Specs	58	2	<p>The switch (or director platform) must be able to provide minimum 288 - <b>8/16/32-Gbps</b> FC ports and additionally should have FCIP module with minimum 8 FC port of 8/16-Gbps and 8 ports of 1/10 Gbps with all supported licenses from day one. Switch should support Fiber Channel, <b>FCoE</b>, FCIP and FICON. Switch should also support QoS to prioritize critical traffic to manage bandwidth and manage latency.</p>	<p>The current generation of SAN Switches provide 64Gbps FC connectivity with Servers and Storage and interoperate at <b>64/32/16Gbps</b> FC. Hence pls amend the changes accordingly. Kindly remove FCoE as FCoE is Cisco proprietary. Most of the Servers and Storage do not support FCoE</p>	<p>As per revised RFP.</p> <p>The switch (or director platform) must be able to provide minimum 288 - 8/16/32-Gbps FC ports and additionally should have FCIP module with minimum 8 FC port of 8/16-Gbps and 8 ports of 1/10 Gbps with all supported licenses from day one. Switch should support Fiber Channel, FCIP and FICON. Switch should also support QoS to prioritize critical traffic to manage bandwidth and manage latency.</p>

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15	Annexure-2: Technical Specs	58	5	The switch must support the following modules types: <input type="checkbox"/> 8/16/32 Gbps FC Module <input checked="" type="checkbox"/> <b>8/16 Gbps FCoE Moduless</b> <input type="checkbox"/> 10 G ports of FCIP	Kindly remove FCoE as FCoE is Cisco proprietary. Most of the Servers and Storage do not support FCoE	As per revised RFP. The switch must support the following modules types: <input type="checkbox"/> 8/16/32 Gbps FC Module <input type="checkbox"/> 10 G ports of FCIP
16	Annexure-2: Technical Specs	58	6	All FC ports for device connectivity should be <b>8/16/32</b> Gbps auto-sensing Fibre Channel ports	The current generation of SAN Switches provide 64Gbps FC connectivity with Servers and Storage and interoperate at <b>64/32/16</b> Gbps FC. Hence pls amend the changes accordingly	As per RFP
17	Annexure-2: Technical Specs	59	11	The switch must support port aggregation of up to minimum 8 physical Fibre Channel ports into a single aggregated link. The aggregated ports <b>must NOT</b> be consecutive ports on a line card and should support distributed model.	Every Vendor implementation is different to achieve the same or better functionality. Hence pls amend the changes as follows. The switch must support port aggregation of up to minimum 8 physical Fibre Channel ports into a single aggregated link. The aggregated ports <b>can</b> be consecutive ports on a line card and should support distributed model.	As per revised RFP. The switch must support port aggregation of up to minimum 8 physical Fibre Channel ports into a single aggregated link. The aggregated ports can be consecutive ports on a line card and should support distributed model.
18	Annexure-2: Technical Specs	60	5	FC buffer credits available for data frames should be up to <b>min. 1000 per port</b>	Every Vendor implementation is different to achieve the same or better functionality. Hence pls amend the changes as follows. FC buffer credits available for data frames per ASIC	As per revised RFP. FC buffer credits available for data frames should be up to min. 1000 per port OR FC buffer credits available for data frames per ASIC

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19	Annexure-2: Technical Specs	62	3.3	The switch should support 1.5M IPv4 LPM routes	3.3 The switch should support 600K IPv4 LPM routes	As per revised RFP. The switch should support 600K IPv4 LPM routes
20	Annexure-2: Technical Specs	62	3.4	Switch should have minimum 0.7MB packet buffer per port with simple and intelligent shared-memory buffered architecture that simplifies the system buffer management and queuing implementation.	3.5 Switch should have 32MB packet buffer.	As per RFP
21	Annexure-2: Technical Specs	62	3.5	The switch should support 16k multicast routes	3.5 The switch should support 7k multicast routes	As per RFP
22	Annexure-2: Technical Specs	63	4.3	Switch should be compatible with ACI controllers of the Data Center.	4.3 CISCO Specific clause, request to delete	As per RFP
23	Annexure-2: Technical Specs	63	5.8	The switch should support BGP EVPN Route Type 2, Type 4 and Route Type 5 for the overlay control plane. The Switch should support DC Bridging i.e. IEEE 802.1Qbb Priority Flow Control (PFC), Data Center Bridging Exchange (DCBX), IEEE 802.1Qaz Enhanced Transmission Selection (ETS), Explicit Congestion Notification (ECN) and RoCEv2.	5.8 The switch should support BGP EVPN Route Type 2, Type 3/Type 4 and Route Type 5 for the overlay control plane. The Switch should support DC Bridging i.e. IEEE 802.1Qbb Priority Flow Control (PFC), Data Center Bridging Exchange (DCBX), IEEE 802.1Qaz Enhanced Transmission Selection (ETS), Explicit Congestion Notification (ECN) and RoCEv2.	as per RFP
24	Annexure-2: Technical Specs	64	8.4	Switch in Spine-Leaf network fabric set up must provide the capability of micro-segmentation rules and policies for the Virtualized and Non - Virtualized environment (Bare metal and VM,Container) workloads connected to DC fabric for east-west traffic. It must also provide micro-segmentation based on VM attributes like hostname, OS, VM Tags, FQDN, Microsoft AD based classification	8.4 Switch in Spine-Leaf network fabric set up must provide the capability of micro-segmentation rules and policies for the Virtualized and Non - Virtualized environment (Bare metal and VM,Container) workloads connected to DC fabric for east-west traffic. It must also provide micro-segmentation based on VM attributes like hostname, OS, VM Tags/ FQDN/ Microsoft AD based classification	As per RFP

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25	Annexure-2: Technical Specs	64	9.3	Proposed Leaf Switch should have seamless integration with existing Spine Switches in Spine-Leaf Network Fabric and should be managed by existing SDN controller/Fabric Manager , if in case proposed switch cannot get integrated with existing Spine switches the bidder/OEM has to provide New Spine Switches with New SDN controller/Fabric Manager along with total number of existing used Leaf Switches also.	9.3 Proposed Leaf Switch should have seamless integration with existing Spine Switches in Spine-Leaf Network Fabric and should be managed by existing SDN controller/Fabric Manager , if in case proposed switch cannot get integrated with existing Spine switches the bidder/OEM has to provide New Spine Switches with New SDN controller/Fabric Manager along with total number of existing used Leaf Switches also or should provide solution to integrate with existing network.	As per RFP

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26	Annexure-2: Technical Specs	65	9.14	The solution should support storing historical data and have ability to go back in time and provide alarms, events for root cause analysis. Should support hardware and software telemetry without impacting performance of the switch and without adding overload on the resources like CPU and Memory with below telemetry features: •Full Inventory like Global, fabric, switch, ports, endpoints, VMs ,L3 neighbors, IPv4/v6 routing table etc. and Verified Scale limits with Hardware/software lifecycle. •Latency , hop by hop packet drop with reason of drop and flow analytics •Network Topology ,Switch Anomolies related with Advisories , PSIRT and Field Notices and Utilization of Operational like MAC/Route & Hardware resources like port utilization/ BW •Software upgrade check with TAC assist,Latency and flow with Bug Scanning , Switch's CAM Analyzer, Microbursts and log collector •Real Time Interface statistics like CPU, memory, power, temperature, and interfaces with historical information.	9.14 The solution should support storing historical data and provide alarms, events for root cause analysis. Should support hardware and software telemetry without impacting performance of the switch and without adding overload on the resources like CPU and Memory with below telemetry features: •Full Inventory like Global, fabric, switch, ports, endpoints, VMs ,L3 neighbors, IPv4/v6 routing table etc. and Verified Scale limits with Hardware/software lifecycle. •Latency , hop by hop packet drop with reason of drop and flow analytics •Network Topology /Switch Anomolies related with Advisories/ PSIRT and Field Notices and Utilization of Operational like MAC/Route & Hardware resources like port utilization/ BW •Software upgrade check with TAC assist,Latency and flow with Bug Scanning , Switch's CAM Analyzer, Microbursts and log collector •Real Time Interface statistics like CPU, memory, power, temperature, and interfaces with historical information.	As per RFP
27	Annexure-2: Technical Specs	65	9.7	Solution should provide up-to-date information on hardware and software going out-of-sale and out-of-support and get lead time to plan for upgrades	Request to remove this clause OEM Specific	As per RFP
28	Annexure-2: Technical Specs	65	9.8	Solution should support instant visibility into any security advisories and take necessary action to stay secure and stay in compliance.	Request to remove this clause OEM Specific	As per RFP
29	Annexure-2: Technical Specs	65	9.9	All relevant licenses for all the above features and scale should be quoted along with switch.	Request to remove this clause OEM Specific	As per RFP

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30	Annexure-2: Technical Specs	65	9.10	Solution should provide environmental health to Identify anomalies by observing parameters such as CPU, memory, temperature, power draw, fan speed, etc.	Request to remove this clause OEM Specific	As per RFP
31	Annexure-2: Technical Specs	65	9.11	Solution should continuously run assurance on running configuration to generate events that pinpoint deviations from configuration intent and suggest remediation steps	Request to remove this clause OEM Specific	As per RFP
32	Annexure-2: Technical Specs	65	9.12	The solution should support pre-change analysis for configuration so that it can point out any challenges/issues even before actually pushing configuration within the environment.	Request to remove this clause OEM Specific	As per RFP
33	Annexure-2: Technical Specs	65	9.13	9.13 Solution should support hardware flow analytics which helps identify, locate and root-cause data path issues using hop by hop latency and packet drop info for specific flows with reason of drop across in Spine and Leaf architecture	Request to remove this clause OEM Specific	As per RFP
34	Annexure-2: Technical Specs	66	1.4	Item no. 4: Management Network Switch Switch should have dedicated slot for modular stacking, in addition to asked uplink ports. Should support for minimum 48 Gbps of stacking throughput with 8 switch in single stack.	1.4 Switch should have dedicated slot for modular stacking or front plane stacking using uplink ports. Should support for minimum 40 Gbps of stacking throughput with 8 switch in single stack.	As per revised RFP. Switch should have dedicated slot for modular stacking or front plane stacking using uplink ports. Should support for minimum 40 Gbps of stacking throughput with 8 switch in single stack.
35	Annexure-2: Technical Specs	66	2.2	Item no. 4: Management Network Switch Switch shall have minimum 16K MAC Addresses and 250 active VLAN.	2.2 Switch shall have minimum 16K MAC Addresses and 1K active VLAN.	As per RFP

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36	Annexure-2: Technical Specs	66	2.3	Item no. 4: Management Network Switch Should support minimum 11K IPv4 routes or more	2.3 Should support minimum 2K IPv4 routes or more	As per revised RFP. Management Network Switch Should support minimum 2K IPv4 routes or more
37	Annexure-2: Technical Specs	66	2.4	Item no. 4: Management Network Switch Switch shall have 1K or more multicast routes.	2.4 Switch shall have 200 or more multicast routes.	As per RFP
38	Annexure-2: Technical Specs	66	2.5	Item no. 4: Management Network Switch Switch should support atleast 16K flow entries	2.5 Switch should support atleast 16K flow entries/Sflow	As per revised RFP. Management Network Switch Switch should support atleast 16K flow entries/sflows
39	Annexure-2: Technical Specs	66	2.6	Item no. 4: Management Network Switch Switch should support 128 or more STP Instances.	2.6 Switch should support 32 or more STP Instances.	As per RFP
40	Annexure-2: Technical Specs	66	3.2	Item no. 4: Management Network Switch Switch must have functionality like static routing, RIP, REP PIM, OSPF, VRRP, PBR,HSRP,IGRP and QoS features from Day1.	3.2 Switch must have functionality like static routing, RIP, PIM, OSPF, VRRP, PBR/IGRP and QoS features from Day1.	As per revised RFP. Management Network Switch must have functionality like static routing, RIP, PIM, OSPF, VRRP, PBR/IGRP and QoS features from Day1.
41	Annexure-2: Technical Specs	66	3.3	Item no. 4: Management Network Switch Switch should support network segmentation that overcomes the limitation of VLANs using VXLAN and VRFs.	3.3 Switch should support network segmentation that overcomes the limitation of VLANs using VXLAN or VRFs.	As per RFP
42	Annexure-2: Technical Specs	66	3.6	Item no. 4: Management Network Switch Switch should support IPv6 Binding Integrity Guard, IPv6 Snooping, IPv6 RA Guard, IPv6 DHCP Guard, IPv6 Neighbor Discovery Inspection and IPv6 Source Guard.	3.6 Switch should support IPv6 Binding Integrity Guard/IPv6 Snooping, IPv6 RA Guard, IPv6 DHCP Guard, IPv6 Neighbor Discovery Inspection and IPv6 Source Guard.	As per RFP

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43	Annexure-2: Technical Specs	67	3.7	Item no. 4: Management Network Switch Switch should support 802.1x authentication and accounting, IPv4 and IPv6 ACLs and Dynamic VLAN assignment and MACSec-128 on hardware for all ports.	3.7 Switch should support 802.1x authentication and accounting, IPv4 and IPv6 ACLs and Dynamic VLAN assignment and MACSec-128/Port security.	As per revised RFP. Management Network Switch should support 802.1x authentication and accounting, IPv4 and IPv6 ACLs and Dynamic VLAN assignment and MACSec-128/Port security.
44	Annexure-1: Bill of Material	57	Annexure 1	Bill of Materials	Which storage will be connected to SAN Switches	Clarification : The connected storage are Netapp 8004,9000,9500, Hitachi etc
45	Annexure-1: Bill of Material	57	Annexure 1	Bill of Materials	No cables are mentioned in BOM -- Type of cable , length etc..	Clarification : No cables are required as RSDC already have cable setup
46	Annexure-1: Bill of Material	57	Annexure 1	Bill of Materials	How many resources are expected for 24*7 onsite support	Clarification : No onsite Resources are required
47	Annexure-2: Technical Specs	58	Annexure 2	Technical Specifications	Is it possible to get network diagram	Clarification : Network diagram can not be disclosed
48	3. Eligibility Criteria	12	QUALIFICATION/ ELIGIBILITY CRITERIA	The bidder must have successfully completed OR partial completed project(s) of IT/ITeS services in India during the period from 01/04/2019 onwards: - 1. One Project of above mentioned nature of value not less than of Rs. 9 Crores. OR 2. Two Project of above mentioned nature of value not less than of Rs. 6 Crores per project.	Our understanding is that a single Purchase Order/Work Order (PO/WO) of value above INR 9 Crores, or two PO/WO each of value above INR 6 Crores, for supply, installation, commissioning /support of IT hardware and/or related IT services executed in India during the specified period, shall be considered as meeting this eligibility requirement.  Kindly confirm whether the above understanding is correct and acceptable for compliance.	As per RFP

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49	1. NIB-Est Cost	9	Clause No. 01 Invitation for Bid & NIB	Estimated Procurement Cost : Rs. 11.62 Cr. (Rupees Eleven Crore and Sixty-Two Lakh Only) (Incl. all Taxes and levies)	<p><b>Estimated Procurement Cost : Rs. 13.80 Cr. (Rupees Thirteen Crore and Eighty Lakh Only) (Incl. all Taxes and levies)</b></p> <p><b>Justification</b> The global supply chain disruption in semiconductor components, including chipsets, RAM, memory and other applicable modules / components, has resulted in significant volatility in raw material availability and pricing. Additionally, continuous fluctuations in international pricing indices, foreign exchange rates (USD to INR), and global inflationary trends have led to an upward revision in procurement costs for IT hardware and allied components.</p> <p>Considering the above factors and to ensure realistic cost estimation, wider bidder participation it is proposed to revise the Estimated Procurement Cost to Rs. 13.80 Crore (Rupees Thirteen Crore and Eighty Lakh Only), inclusive of all applicable taxes and levies.</p> <p>This revision is essential to align the estimated cost with current market realities and to avoid the risk of procurement failure due to non-responsive bids or unviable pricing.</p>	As per RFP

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50	5. INSTRUCTION TO BIDDERS	28	Clause No. 27 Performance Security	c) The amount of performance security shall be <b>five percent, OR</b> as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.	<b>Clarification Required</b> In reference to Clause No. 27 (c) of the RFP, we requests the Procuring Entity to explicitly specify the applicable rate of Performance Security for the cited tender Ref. No. Clarity is requested to avoid any ambiguity at the time of bid submission and contract execution.	As per RFP
51	7. 1. Payment Terms	54	Clause No. 7 Special Terms & Conditions of Tender & Contract	1) Payment Terms & Schedule Timelines Supply & Installation : T + 90 Days	<b>1) Payment Terms &amp; Schedule</b> <b>Timelines</b> <b>Supply &amp; Installation : T + 150 Days</b>  <b>Justification</b> In view of the prevailing global supply chain constraints, particularly the continued shortage in semiconductor components, including chipsets, RAM, memory and other applicable modules / components affecting the manufacturing and dispatch timelines of critical IT and networking equipment, the bidder respectfully requests extension of the Supply & Installation timeline to T + 150 days. The proposed extension will enable timely and compliant delivery without compromising quality or contractual obligations.	As per RFP.

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52	7. 1. Payment Terms	54	Clause No. 7 Special Terms & Conditions of Tender & Contract	1) Payment Terms & Schedule Payable Amount Supply & Installation : 80% value of Order Value	<p><b>1) Payment Terms &amp; Schedule</b>  <b>Payable Amount</b>  <b>Supply &amp; Installation : 95% value of Order Value</b></p> <p><b>Justification</b>  We submits that Performance Security as stipulated in the tender is being furnished separately in accordance with applicable procurement rules. In view of the same, retention of a substantial portion of the payment is not considered necessary. Further, it will significantly reduce the financial burden and working capital constraints on the bidder. This, in turn, will enable the bidder to offer more competitive commercial terms, ultimately resulting in cost efficiency and financial benefit to the Department.</p>	As per revised RFP. On Supply & Installation, Payable Amount will be 85% value of Order Value

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53	7. 1. Payment Terms	54	Clause No. 7 Special Terms & Conditions of Tender & Contract	1) Payment Terms & Schedule Payable Amount Maintenance & Support Services* : 4% of Order Value payable at the end of each year, for the Five	<p><b>1) Payment Terms &amp; Schedule</b>  <b>Payable Amount</b>  <b>Maintenance &amp; Support Services* : 1% of Order Value payable at the end of each year, for the Five</b></p> <p><b>Justification</b>                      We submits that Performance Security as stipulated in the tender is being furnished separately in accordance with applicable procurement rules. In view of the same, retention of a substantial portion of the payment is not considered necessary. Further, it will significantly reduce the financial burden and working capital constraints on the bidder. This, in turn, will enable the bidder to offer more competitive commercial terms, ultimately resulting in cost efficiency and financial benefit to the Department.</p>	As per revised RFP. For Maintenance & Support Services : 3% of Order Value payable at the end of each year, for Five years duration

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54	7. 2. SLA	55	Clause C of SLA	<p>Penalties for high impact severity equipments:</p> <p>4) Measurement Parameter --&gt; Time taken for resolving the issue Service Impact --&gt; No Service Level --&gt; Up to 24 hours of lodging the complaint Penalty --&gt; No penalty</p> <p>5) Measurement Parameter --&gt; Time taken for resolving the issue Service Impact --&gt; No Service Level --&gt; After 24 hours of lodging the complaint Penalty --&gt; Rs. 2500 per 24 hours</p> <p>Penalties for critical impact severity equipments:</p> <p>9) Measurement Parameter --&gt; Time taken for resolving the issue Service Impact --&gt; No Service Level --&gt; Up to 24 hours of lodging the complaint Penalty --&gt; No penalty</p> <p>10) Measurement Parameter --&gt; Time taken for resolving the issue Service Impact --&gt; No Service Level --&gt; After 24 hours of lodging the</p>	<p><b>Justification</b></p> <p>With reference to Clause C - SLA, particularly the provisions related to penalties for High Impact Severity and Critical Impact Severity Equipments, it is observed that penalties are stipulated even in cases where the Service Impact is explicitly mentioned as "No."</p> <p>It is respectfully submitted that, during the normal course of operations, there may be instances requiring technical assistance, configuration support, advisory inputs, or OEM consultation which do not result in service outage, degradation, or hardware failure. Such activities are part of routine support and operational optimization and do not constitute a service disruption.</p> <p>Imposition of penalties in scenarios where there is no service impact is not aligned with the fundamental objective of SLA penalty mechanisms, which is to ensure service availability, continuity, and performance. Penalizing vendors for delays in non-impacting support activities may lead to unintended commercial risks, discourage participation.</p>	As per RFP

S.No.	Category	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Remark
55	Annexure-2: Technical Specs	60	Item No. 2: Edge SAN Switch Clause No. 2	The switch should support auto-sensing 8, 16 and 32 Gbps capabilities.	<p><b>The switch should support auto-sensing 8, 16 ,32 and 64Gbps capabilities.</b></p> <p><b>Justification</b> For future investment protection in the switch please add support for 64G also so that same switch can be later used for 64G FC speed as and when needed without changing the hardware and all industry leading SAN switch OEMs provide same, we kindly request that the clause be revised accordingly.</p>	As per RFP
56	Annexure-2: Technical Specs	60	Item No. 2: Edge SAN Switch Clause No. 4	All autosensing Fiber channel ports should be capable of speeds of 8,16 and 32 , with 32 Gbps of dedicated bandwidth for each port.	<p><b>All autosensing Fiber channel ports should be capable of speeds of 8, 16, 32 and 64, with 32 Gbps of dedicated bandwidth for each port.</b></p> <p><b>Justification</b> For future investment protection in the switch please add support for 64G also so that same switch can be later used for 64G FC speed as and when needed without changing the hardware and all industry leading SAN switch OEMs provide same, we kindly request that the clause be revised accordingly.</p>	As per RFP

S.No.	Category	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Remark
57	Annexure-2: Technical Specs	62	Item No. 3: Top of Rack Network Switch Clause No. 2.1	Switch should have minimum 48 ports support 1/10/25 Gbps SFP ports. The proposed switch should support native 25G and should be populated with 24*10G & 22*25g & 2*1G multimode fiber transceivers for downlink connectivity & 4*40G ports and 2*100G ports for uplink connectivity with ( SFP+ 4*40G(SM) LR-S-LC 10 Km and SFP+ 2*100G( SM) LR-S-LC 10Km	Please suggest if SR based 40G and 100G Multimode SFP transceivers can also be provided or LR is firm requirement	As per RFP
58	Annexure-2: Technical Specs	59, 61, 65 & 67	Item no. 1: SAN Director Switch (S.No 16) Item no. 2: Edge SAN Switch (S.No 21) Item no. 3: Top of Rack Network Switch (S.No 9.17) Item no. 4: Management Network Switch (S.No 6)	5 years OEM Comprehensive Onsite-Warranty and support for both hardware and software ( 24x7)	Onsite support is typically managed by the Partner/Bidder and OEMs mostly provide 24x7 TAC support. Hence kindly consider the onsite support from Partner only as it will also result in cost optimization for the project. <b>Revised Clause:</b> "5 years OEM Comprehensive Warranty and support for both hardware and software ( 24x7)"	Revised Clause : 5 years OEM Comprehensive Warranty and support for both hardware(Onsite) and software ( 24x7)