



S.no.	RFP Chapter No.	RFP Page No.	Clause Details as per RFP	Query/Clarification/Suggestion	Comments	Clarification/Remark
1	5 (Instruction to bidder)	22	12) Selection Method: a) The selection method is Least Cost Based Selection (LCBS or L1). 15) g) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;	We understand that there is only one criteria of selection of successful bidder i.e LCBS or L1 and Lowest bidder bid will be the most advantageous bid for the BID evaluation committee. I hope our understanding is correct else we humbly request you to define the selection method clearly.	As per RFP	Least Cost Based Selection (LCBS or L1)
2	1.INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)	8	Estimated Procurement Cost :Rs.25,00,00,000/- (Rupees Twenty Five Crores only) (Incl. all taxes and levies)	Estimated Procurement cost ( inclusive of GST @ 18%) mentioned in RFP is not correct for providing 3 years comprehensive maintenance of given IT Infrastructure. It is only 35-40% of actual procurement cost. We would like request you to provide right procurement cost for maintaining transparency & bring this tender to any conclusion. Pls find below few points which can be helpful to arrive at right estimation cost of tendered items/services:- 1.) After COVID 19 all the OEMs have revised their price list more than once & there has been a major increase in product & support/AMC prices of all the IT equipments so any reference w.r.t to original procurement cost of tendered item will be inappropriate. 2.) As majority of IT Infrastructure is more than 5 year old which has depreciation value & return increasing support cost. 3.) There has been an upward impact of Dollar Prices (USD to INR) in the last 4-5 years which should be considered while arriving at cost. ** Hence, we propose that above points & their impact should be considered for arriving at right estimated procurement cost of this project.	As per revised RFP	
3	1.INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)	8	Estimated Procurement cost - Rs.25,00,00,000/- (Rupees Twenty-Five Crores only) (Incl. all taxes and	We request you to please increase the estimated cost to Rs. 45 Crs	As per revised RFP	
4	1.INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)	8	Current Estimated Procurement Budget : 25 Cr.	All the product mentioned in RFP, are datacenter components is very critical, as per the current budget mentioned in RFP is very low, looking at criticality of the components the budget should be increased. So, request to increased the budget at least 60 to 70 Cr.	As per revised RFP	
5	Annexure 14	96	The bidder should have experience in providing Datacenter IT infrastructure AMC/ATS Services for Data centers of Central Government/State Government/Banks/PSU/Public Limited companies in India during last five (5) F.Y.( 2019-2020 to 2023-2024).	There is mismatch in duration asked in Annexure 14 vis a vis Clause No. 3 PRE-QUALIFICATION/ ELIGIBILITY CRITERIA Point 5. Kindly clarify.	As per revised RFP	


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6	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	14	The bidder shall provide Comprehensive Onsite Maintenance with part replacement for all the specified Datacenter IT hardware infrastructure (Annexure-1)	For End of support/End of life equipment OEM does not provide any Replacements, SW updates, upgrades or patches. If Any product becomes End of support/End of life by OEM then Bidder will not have any responsibility of that equipment thereafter. I hope our understanding is correct.	As per RFP	Those assets/ items as mentioned in the final RFP (Annexure -2) where MAF is not required and are End of Life by OEM then selected bidder will provide the onsite hardware AMC at bidder's end.  Those assets/ items as mentioned in the final RFP (Annexure -2) where MAF is required and OEM support is available for shorter period as compared to contract duration then OEM support shall be provided till product's End of Life/End of Support/End of Service date or up to maximum 3 years only in case OEM extended Support is available.
7	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	14	The Bidder shall be responsible for Receive calls and /or complaints related to the IT equipment given in Annexure-1 through phone call, SMS, Web Portal or email and provide a complaint number for each call. The formats of all registers/deliverables shall be finalized in consultation with DoIT&C /RISL. Attend and resolve calls within the stipulated period as mentioned in SLA and provide summary report of complaints attended and resolved, as per format finalized by DoIT&C / RISL with the purchaser. SLA compliance report shall be submitted to DoIT&C / RISL by bidder.	We understand Infrastructure monitoring will be performed by RISL team/appointed party and in case of any issue RISL team/appointed party will open a ticket either directly with OEM or with Bidder's Remote Service Desk to get issue resolved for RMA or OEM technical support. In case of RMA Bidder responsibility is limited to Replacing the HW module and RISL team/appointed party will configure the equipment to make it operation. I hope our understanding is correct.	As per RFP	
8	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	14	A) Scope of Work (SoW) : Comprehensive Onsite Maintenance with spare parts for equipment- To maintain all the records relevant to the maintenance, an onsite (BSDC Jaipur) deployment of a resource for 3 years shall be done by the successful bidder	We Request to have at least 2 Manpower one for BSDC Jaipur and another one for DR Jodhpur. 	As per RFP	Selected Bidder will be deploy adequate resource on 24*7 basis for RSDC & DR




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9	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	14	The ITC infrastructures covered within the scope in this RFP are mentioned at Annexure- 1. To maintain such large infrastructure effectively without any interruptions to IT services (24 x 7 availability of IT infrastructure) to users, bidder is required to provide Comprehensive Onsite Maintenance with spare parts for all equipment's / items mentioned in Annexure-1	Since it is 24x7 support is required hence Bidder need to provisioned for minimum 4 onsite dedicated L2 resources as part of the engagement deliverables ,please confirm and please add the resources separately in BOM .	As per RFP	Selected Bidder will be deploy adequate resource on 24*7 basis for RSDC & DR
10	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	14	The successful bidder will be solely responsible to do any coordination with the OEM for raising Support / TAC cases, RMA (Return Material Authorization) and roll out of new associated features and functionality in coordination of Data Centre Operator (DCO).		As per RFP	Selected Bidder will be deploy adequate resource on 24*7 basis for RSDC & DR
11	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	14	To maintain all the records relevant to the maintenance, an onsite (BSDC Jaipur) deployment of a resource for 3 years shall be done by the successful bidder. Resource shall be at least B.Tech/MCA with minimum 3 years of relevant experience in IT. Resource will be responsible for coordination among stakeholders and monitoring of SLA and share call log/RMA related reports monthly/quarterly basis or as directed by DoIT&C/RISL officials.	Please specify technical skills in case RSDC is looking for the resources to be deployed at each location and each shift .	As per RFP	Resource have at least B.Tech/MCA with minimum 3 years of relevant experience in IT
12	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	14	To maintain all the records relavent to the maintenance, an onsite (BSDC Jaipur) deployment of a resorce for 3 years shall be done by the successful bidder. Resource shall be atleast B.Tech/MCA with minimun 3 years of relavent experience in IT. Resource will be responsible for coordination among stakeholders and monitoring of SLA and share call log/RMA related reports monthly/quaterly basis or as directed by DoIT&C/RISL officials.	Pls clarify How many resources are required ? Further there is no provision in Price Bid to put the cost of Resource. Please amend the price Bid.	As per RFP	Selected Bidder will be deploy adequate resource on 24*7 basis for RSDC & DR
13	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	15	B) Project Deliverables & Timelines  The milestones, deliverables and time schedule for the implementation of the project shall be as follows: - I. The time specified for delivery and other activities as mentioned in the table below shall be deemed to be the essence of the contract and the successful bidder shall arrange manpower, supplies and provide the required services within the specified period. II. It should be noted that any delay in the project timelines shall attract Liquidated Damages to the selected bidder.	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	
14	Annexure-1	48	EMS with Service Desk	Please share the Software version and details of modules and License so that r every component is covered with OEM for support.	As per RFP	
15	Annexure-1	48	List of Assets for which comprehensive onsite support is required as per Bill of Material (BOM). There are three category, first is AMC only where OEM back to back/Third Party support is required as per BOM, second is AMC of IT Hardware including ATS of inbuilt Software where OEM back to back support is required for IT hardware asper BOM, third is ATS only where OEM back to back support is required as per BOM.	As per this clause only mentioned Sr No.( qty-40 ) needs to supported under Back to Back agreement rest all items can be covered under Third party AMC support also Please confirm since in above clause of Ann2 there are around 133 devices needs to cover under Back to back or Third party AMC , but if it third party AMC then MAF should not be required , please clarify.  S17	As per RFP	Selected bidder has to provide the MAF which MAF is required in BOM/ Annexure -2 in RFP.

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16	Annexure-1	50	Shared inventory details	We understand that all IT infrastructure mentioned in RFP will be handovered to the successful bidder in working condition and HW/SW assets will be under OEM support till new Bidder takes over the responsibility. I hope our understanding is correct.	As per RFP	Bidder are advised to visit BSDC to know more details about the IT Infrastructure
17	Annexure-1	50	ANNEXURE-1: Infrastructure Details	Detail asset inventory along with AMC start date and AMC end dates.	As per RFP	The AMC Start date is from the WO/ date mentioned in WO to till 3 years from the AMC start date.
18	Exit Management	42	The selected bidder may continue work on the assets for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement,	Please review the Exit Management clause .. Does bidder needs to purchase Maintenance from OEM for more than 3years i.e 3 years plus period of exit management ? Kindly give clarity.	As per RFP	
19	6.GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	42	C. Termination for Convenience i. Tendering authority, by a written notice of at least 30 days for being heard 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. ii. A 30 days cure period may be provided to the bidder. iii. 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.	Termination for convenience should be removed, when in any case Purchaser has right to terminate if the Bidder fails to rectify the material defect with 30 days's notice.	As per RFP	
20	Penalty	48	Note: I. In case the bidder 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. Maximum applicable penalty for a particular quarter could be 20% of the agreed quarterly payment.	1.We understand that proposed penalty will be applicable on equipment price . I hope our understanding is correct. We further request you to cap it @10% for quarterly equipment cost. 2. Cases raised for Technical assistance and delay in resolution not attributable to Bidder/OEM will be excluded from Penalty calculation.I hope our understanding is correct.	As per RFP	Penalty will be applicable on the quarterly payment/ invoice
21	Penalty	48	Note: I. In case the bidder 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. Maximum applicable penalty for a particular quarter could be 20% of the agreed quarterly payment.	We request to reduce the maximum penalty to 5% of the quarterly payment only	As per RFP	
22	7.2 SLA	48	Note:I. In case the bidder 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. Maximum applicable penalty for a particular quarter could be 20% of the agreed quarterly payment	We request you to keep the maximum penalty cap @10% of quarterly billing. 	As per RFP	




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23	7.2 SLA	48	7.2. Service Level Standards/ Requirements/ Agreement- Note: I. In case the bidder 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. Maximum applicable penalty for a particular quarter could be 20% of the agreed quarterly payment.	We would request to reduce the Penalty amounts  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	
24	6.GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	35	Copyright The copyright in all documents containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Purchaser.	Copyright shall remain vested with the respective OEMs/respective owner, unless otherwise agreed. Purchaser can have right to use the same as per the terms of the Contract.	AS per RFP	
25	6.GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	36	16) Sub-contracting a) The bidder shall not assign or sub-let his contract or any part thereof to any other agency without the permission of Purchaser/ Tendering Authority. 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. c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.	Instead of prior permission of Purchaser it should be prior intimation to the Purchaser.	As per RFP	
26	6.GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	36	".....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.	There has to be rational and fairness and Bidder should be given opportunity of being heard and such order should be reasoned and right to challenge that order should be permitted as per the principles of natural justice.	As per RFP	
27	6.GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	37	Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.	Rejection can be in time bound manner only from the date of supply.	As per RFP	
28	6.GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	38 and 39	".....The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.	There has to be addition that if the delays are attributbale to the Purchaser, Bidder should be compensated for the additional cost.  	As per RFP	


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29	6.GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	39	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 goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods 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.	Rejection can not be for the the entire period, once the goods are inspected and approved rejection can't be permissible but yes if any patent defect is noticed and that is due to the reasons attributable to the Bidder, Bidder may be required to rectify that defect, if OEM permits so.	As per RFP	
30	6.GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	39	d) In case of extension in the delivery period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of unsupplied services: -	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	
31	6.GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	38	25b) 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. 	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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32	6.GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	38	<p>24) Payments</p> <p>a) Advance Payment will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of dispatch and to the extent as prescribed in financial powers by rail/ reputed goods transport companies, etc., and prior inspection, if any. The balance, if any, will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the bidder/authorised partner.</p> <p>b) 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. &amp; A.R all remittance charges will be borne by the bidder/authorised partner.</p> <p>c) In case of disputed items, disputed amount shall be withheld and will be paid on settlement of the dispute.</p> <p>d) 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.</p>	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	
33	6.GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	40,41	<p>29) 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 the Purchaser with respect to patent infringement.</p>	<p><b>Exclusion on account of Gross Negligence or Wilful misconduct should be only in respect of clause 28 (ii) and not for 28 (i).</b> We request you to make following highlighted changes in the Clause:- 28) Limitation of Liability - 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) <b>Except in cases of gross negligence or wilful misconduct:</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 the Purchaser with respect to patent infringement.</p>	As per RFP	
34	6.GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	41	<p>Limitation of Liability</p> <p>b. 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 specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective Software, or to any obligation of the Supplier/ Selected Bidder to indemnify the procuring entity with respect to patent infringement.</p>	<p>We would request the following change:</p> <p>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,</p> <p><i>Sun</i></p>	As per RFP	



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35	6.GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	43	d) Confidential Information, Security and Data The selected bidder will promptly on the commencement of the exit management period supply to tendering authority or its nominated agencies the following: i. Documentation relating to Intellectual Property Rights; ii. Project related data and confidential information; iii. All current and updated data as is reasonably required for purposes of tendering authority or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by tendering authority or its nominated agencies; and iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable tendering authority or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to tendering authority or its nominated agencies, or its replacement operator (as the case may be). v. Before the expiry of the exit management period, the selected bidder shall deliver to tendering authority or its nominated agencies all new or updated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.	Nominated Agency or the Purchaser as the case may be need to enter into proper agreement that IPR etc. shall be used only for the purpose of the Contract and similarly protections are required for confidential information as well.	As per RFP	
36	6.GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	46	.....After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.	Legal rights of the Party can't be taken away, Committee decision can not be final and binding. Dispute resolution mechanism has to be through independent Arbitration body under the provisions of Arbitration and Conciliation Act, 1996 or through Courts having jurisdiction.	as per RFP	
37	7.SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	46	Payment Terms	As per Industry Standards, all the OEM Charges upfront payment for AMC/ATS. Hence, request you to amend the payment terms as Yearly Advance.	As per RFP	
38	7.SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	46	Payment terms	We request you to please release the advance payment against the BG	As per RFP	
39	7.SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	46	Payment terms 	We Request you to please release the payment in 30 days after submission of invoices	As per RFP	



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40	7.SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	47	Payment Term Modification	Since we have to pay 3 years 100 % advance to the OEM whereas tender terms is quarterly arrears hence we request you to amend the payment term as 100% advance of yearly quoted value for the component where in back to back AMC support from the OEM is required	As per RFP	
41	7.SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	47	Payment Term Modification	We request you kindly release the payment within 30 days of submission of Invoices.	As per RFP	
42	7.SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	47	Takeover of the infrastructure by bidder	We understand that all the items are in working condition , The item which is not in working condition will be excluded from the socpe of bidder. Please clarify	As per RFP	Selected bidder is resposible to ensure the all items (Annexure -1) are functional and in working condition from start date of AMC. For further calrification Bidder are advised to visit BSDC to know more details about the IT Infrastructure
43	7.SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	46-47	Here "T" is the date of issuance of work order. Date of work order is excluding in timeline calculation.	As Contract Agreement is a binding instrument & all the obligations related to Order fulfillment (Order placement to OEMs etc.) can only start once the Contract is signed between Parties. Hence we would request you to consider timeline "T" as date of signing of Contract Agreement.	As per RFP	
44	7.SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	67	Bidder's Authorization Certificate Format	As per OEM's internal policies, they issue MAF in standard format as approved by their Legal Team. Request you to kindly consider the same for this Bid. 	As per RFP	


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45	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	11	<p>A) The bidder must have successfully completed or partially completed, one project of AMC/ATS services of IT infrastructure in the Data Centers of Central Government/State Government/ Banks/PSU/Public Limited companies of value not less than the amount of Rs. 10. 00 Cr in India during the period from 01 April 2019 to bid submission end date.</p> <p>OR</p> <p>B) The Bidder must have successfully completed or partially completed, two project of AMC/ATS services of IT infrastructure in the Data Centers of Central Government/State Government/ Banks/PSU/Public Limited companies of value not less than the amount of Rs. 7. 00 Cr each in India during the period from 01 April 2019 to bid submission end date.</p> <p>Note:- The value of the completed or partially completed work realized should be as per value and date range specified in PQ above</p>	<p>As being the most prestigious and valuable project, comprehensive service contract (CMC) is the great way to cover all the basic services of the product , so we hereby request you to kindly consider our change request and amend the below clause as</p> <p>A) The bidder must have successfully completed or partially completed, one project of CMC/AMC/ATS services of IT infrastructure in the Data Centers of Central Government/State Government/ Banks/PSU/Public Limited companies of value not less than the amount of Rs. 10. 00 Cr in India during the period from 01 April 2019 to bid submission end date.</p> <p>OR</p> <p>B) The Bidder must have successfully completed or partially completed, two project of CMC/ AMC/ATS services of IT infrastructure in the Data Centers of Central Government/State Government/ Banks/PSU/Public Limited companies of value not less than the amount of Rs. 7. 00 Cr each in India during the period from 01 April 2019 to bid submission end date.</p>	As per RFP	
46	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	13	<p>A) The bidder must have successfully completed or partially completed, one project of AMC/ATS services of IT infrastructure in the Data Centers of Central Government/State Government/Banks/PSU/Public Limited companies of value not less than the amount of Rs. 10. 00 Cr in India during the period from 01 April 2019 to bid submission end date.</p> <p>OR</p> <p>B) The Bidder must have successfully completed or partially completed, two project of AMC/ATS services of IT infrastructure in the Data Centers of Central Government/State Government/Banks/PSU/Public Limited companies of value not less than the amount of Rs. 7. 00 Cr each in India during the period from 01 April 2019 to bid submission end date.</p> <p>Note:- The value of the completed or partially- completed work realized should be as per value and date range specified in PQ above.</p> 	Request to allow enterprise, private organization work experience, and add ongoing projects	As per RFP	

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47	5 (Instruction to bidder)	25	<p>23) Right to vary quantity</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 also be proportionately increased.</p> <p>The limits of repeat order shall be as under: -</p> <p>1) 50% of the quantity of the individual items/services and 50% of the value of original contract in case of works; and</p> <p>2) 50% of the value of goods or services 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>	As per RFP	
48	5 (Instruction to bidder)	25	<p>Risk and Cost</p> <p>a) 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 terminate the contract and procure the required goods, services, or works from another source which is known as substitution. 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.</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>	As per RFP	
49	5 (Instruction to bidder)	25	24) Performance Security	<p>We request RSDC 5% of PBG on yearly contract value.</p>	As per RFP	
50	6.GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	35	<p>12) Recoveries from Supplier/Selected Bidder/Authorized partner</p> <p>a) Recovery of liquidated damages, short supply, rejected services shall be made ordinarily from bills.</p> <p>b) The Purchase Officer shall withhold amount to the extent of short supply, for rejected services 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>We would request that there shall not be any direct deductions from the payments. Deduction shall be made by issuing credit notes.</p> <p>Any deduction to be made shall be for defaults directly and solely attributable to the bidder.</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><i>Singh</i></p>	As per RFP	






S.n o.	RFP Chapter No.	RFP Page No.	Clause Details as per RFP	Query/Clarification/Suggestion	Comments	Clarification/Remark
54	Annexure 2	62	The comprehensive onsite maintenance support required to be provided by bidder from OEM where MAF is required as per table above till product's End of Life/End of Support/End of Service date or till 3 years from date of work order whichever is earlier and upto maximum 3 years only	We understand that once the product is end of life and end of support, the item will be excluded from the scope of Bidder Please clarify	As per RFP	Those assets/ items as mentioned in the final RFP (Annexure -2) where MAF is not required and are End of Life by OEM than selected bidder will provide the onsite hardware AMC at bidder's end.  Those assets/ items as mentioned in the final RFP (Annexure -2) where MAF is required and OEM support is available for shorter period as compared to contract duration then OEM support shall be provided till product's End of Life/End of Support/End of Service date or up to maximum 3 years only in case OEM extended Support is available.
55	Annexure 2	62	AMC is available for Storage (3 PB SAN NetApp 9000, Jaipur & Jodhpur at point no. 43 & 44) till the date 15.07.2024.	As the it is already out of warranty please clarify whether OEM back to Back support is required or Bidder can manage him self <i>Sir</i>	AS per RFP	MAF required from OEM as per BOM/ Annexure -2

S.no.	RFP Chapter No.	RFP Page No.	Clause Details as per RFP	Query/Clarification/Suggestion	Comments	Clarification/Remark
56	Annexure 2	62	The comprehensive onsite maintenance support required to be provided by bidder from OEM where MAF is required as per table above till product's End of Life/End of Support/End of Service date or till 3 years from date of work order whichever is earlier and up to maximum 3 years only.	In case of the devices declares EOSL by OEM in the mid of contract tenure then is there any option to remove those devices from the Support or Does bidder has to support till the contract end date by own support model , please confirm	As per RFP	Those assets/ items as mentioned in the final RFP (Annexure -2) where MAF is not required and are End of Life by OEM than selected bidder will provide the onsite hardware AMC at bidder's end.  Those assets/ items as mentioned in the final RFP (Annexure -2) where MAF is required and OEM support is available for shorter period as compared to contract duration then OEM support shall be provided till product's End of Life/End of Support/End of Service date or up to maximum 3 years only in case OEM extended Support is available.
57	Annexure 2	62		Can we assume that wherever the MAF required comment is "Yes " , for those devices bidder has to get the MAF as well as B2B AMC support for Hardware and the inbuilt software & software's as well , please confirm .	As per RFP	
58	6.GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	37	Insurance	We understand that the insurance of Data Center and DR center is in the scope of DoIT&C	As per RFP	
59	23 	24	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.	We request to keep the maximum asset variation is limit to 10% , since bidder are paying 100% advance and OEMs never refund to Bidder hence it has major revenue impact .	As per RFP	



S.n o.	RFP Chapter No.	RFP Page No.	Clause Details as per RFP	Query/Clarification/Suggestion	Comments	Clarification/Remark
60	General Query	General Query	General Query	All the Call logging tool and infra for the bidders deployed team will be provided by RSDC or does bidder needs to provision for the same please confirm.	As per RFP	DOIT&C / RISL shall not provide any tool/ infra.
61	General Query	General Query	General Query	Please confirm the start date of contract.	As per RFP	from the date of work order issued to 3 year maximum or as per mentioned in contract.
62	General Query	GENERAL	Budget	Looking at the Current Budget of the Project, which is very low, request you to kindly increase the same as per the industry standards. Ideally, it should be more than 70-80 Crores.	As per revised RFP	
63	General Query	General	Annual Maintenance Contract (AMC)	Please confirm start date and End date of AMC for all the assets mentioned in RFP.  	As per RFP	The AMC Start date is from the WO/ date mentioned in WO to till 3 years from the AMC start date.