

**Replies of Pre-bid queries for RFP/NIB no. F4.9 (954)/RISL/TECH/MISC/22/5479 dated 07/11/2022**

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
1	M/s AURIONPRO SOLUTIONS LIMITED	14/311	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA 2. Financial: Turnover from IT/ ITeS	Average Annual Turnover of the bidder from IT/ITeS during the last three financial years, i.e., 2019-2020, 2020-2021 and 2021-2022 (as per the last published audited balance sheets), should be at least Rs.500 Crores. In case of consortium, at least 50% of the turnover criteria shall be met by the Lead Bidder and the remaining may be fulfilled by the other consortium partner.	Being a Single Source BID and existing firm (M/s AurionPro Solutions Limited) would be the bidder so previous RFP reference <b>No. F3.3 (150)/RISL/PUR/16/6161 dated 7/11/2017</b> based eligibility criteria would be followed.	Please refer revised RFP
2	M/s AURIONPRO SOLUTIONS LIMITED	15/311	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA 4. Technical Capability –I	The lead bidder or consortium member should have successfully established & commissioned or provided Facility Management services centralized at least four Command Control Centres. Work order (s) shall be on or after 1st April 2016:  a) Establishment and commissioning of centralized command and control centre with completed 2 year of successful FMS. OR b) Bidder should have experience in managing centralized command and control centre with minimum completed 3 years of experience in providing Facility Management Services.  Note: • Above mentioned each 4 (four) Centralized Command Control Centre means the centralized software driven application for monitoring CCTV cameras and each centre should have minimum 500 camera licenses for centralized monitoring.  • The above work orders must be executed/ implemented by the firm itself. Work should not be outsourced.	With this clause the competition is restrict to only few bidders. Please help us to understand the reason that bidders should have precise experience of 2 or 3 years in Development and Managing Command Control Centre as an experience. If the prospect bidder is managing Command Control Centre from one year can be able to manage for 5 years. May request you to relax this clause for a wider participation and to give a fair chance to those who also has technical capabilities?  <i>a) Establishment and commissioning of centralized command and control centre with at least 1 year of successful FMS. OR b) Bidder should have experience in managing centralized command and control centre for at least 1 years of experience in providing Facility Management Services.</i>  Note: • Above mentioned each 4 (four) Centralized Command Control Centre means the centralized software driven application for monitoring CCTV cameras and each centre should have minimum 500 camera licenses for centralized monitoring. • The above work orders must be executed/ implemented by the firm itself. Work should not be outsourced.	Please refer revised RFP
3	M/s AURIONPRO SOLUTIONS LIMITED	15/311	3. PRE-QUALIFICATION/ ELIGIBILITY	The lead bidder or consortium member should have successfully established & commissioned or providing Facility Management Services at least	With this clause the competition is restrict to only few bidders. With this clause only few bidders can participate. May request you to relax this clause for a wider participation and to give a	Please refer revised RFP

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			CRITERIA 5. Technical Capability –II	<p>four Data Centre (each Data Centre should have minimum 20 Physical Server and 250 TB SAN/NAS storage) at four locations. Work order (s) shall be on or after 1st April 2016:</p> <ul style="list-style-type: none"> <li>Establishment and commissioning Data centre (s) with completed 2 year of successful FMS.</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>Bidder should have experience in managing Data centre (s) with minimum completed 3 years of experience in providing Facility Management Services.</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>Bidder's in house data centres shall not be considered.</li> <li>The above work orders must be executed/ implemented by the firm itself. Work should not be outsourced.</li> </ul>	<p>fair chance to those who also has technical capabilities?</p> <p><i>The lead bidder or consortium member should have successfully established &amp; commissioned or providing Facility Management Services at least four Data Centre (Data Centre should have minimum total 20 Physical Server and 250 TB SAN/NAS storage in each Data Centre) at four locations. Work order (s) shall be on or after 1st April 2016:</i></p> <ul style="list-style-type: none"> <li><i>Establishment and commissioning Data centre (s) with at least 1 year of successful FMS.</i></li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li><i>Bidder should have experience in managing Data centre (s) for at least 1 year of experience in providing Facility Management Services.</i></li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li><i>Bidder's in house data centres shall not be considered.</i></li> <li><i>The above work orders must be executed/ implemented by the firm itself. Work should not be outsourced.</i></li> </ul>	
4	M/s AURIONPRO SOLUTIONS LIMITED	21	2) Edge Equipment (Camera, Pole, Switch etc.) Management Support	Two Field teams (as a unit) having with one vehicle fitted with hydraulic lift, driver, electrician and two support staff in each field team at each Jaipur & Jodhpur in each shift.	Kindly confirm whether each team should equipped with separate vehicle or only one vehicle is required.	Please refer revised RFP
5	M/s AURIONPRO SOLUTIONS LIMITED	24	II. Corrective Maintenance Services	<p>f. Maintenance support services pertaining to electric and network cabling and OFC Shall include:</p> <p>i. Splicing, digging, repairing &amp; testing of OFC.</p> <p>ii. Re-fixing/shifting of cables/OFC whenever switches and racks are shifted or otherwise.</p>	Whether SI needs to maintain the existing fibre? Since this will required proper How To requesting you to kindly remove this from SI's Scope.	Please refer revised RFP
6	M/s AURIONPRO SOLUTIONS LIMITED	26	VI. Network Management Services	e. Maintenance and management of physical link established between data centre and video surveillance room, dial 100 control room, FMS/NOC room, ITMS room and forensic investigation room over OFC.	Kindly delete this term as existing link is being maintained by SecLan/RajSWAN	Please refer revised RFP
7	M/s AURIONPRO	77	I. IT and Non-IT	CCC Uptime calculated for each IT and Non-IT	Requesting you to kindly change the uptime to 99% from 99.75	As per

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	SOLUTIONS LIMITED		Infrastructure service levels	equipment supplied by SI	as existing uptime is 99%.	revised RFP
8	M/s AURIONPRO SOLUTIONS LIMITED	80	Annexure-A : Minimum Manpower Resource Table (for each city)	Team Lead (Divisional) - B.E./B.Tech/ M.Sc(IT)/ MCA, 10 Years of Post Qualification Experience, at least 3 years' experience in surveillance and emergency project	We would request you to kindly consider experience to 8 years.	Please refer revised RFP
9	M/s AURIONPRO SOLUTIONS LIMITED	82	Annexure-A : Minimum Manpower Resource Table (for each city)	SPOC (District Edge): PGDCA/BCA with minimum 3 Years of relevant experience. At least 1 year experience in desktop support role.	Requesting you to kindly consider graduation with ITI also.	Please refer revised RFP
10	M/s AURIONPRO SOLUTIONS LIMITED	89	ANNEXURE-1: BILL OF MATERIAL (BoM)		Kindly share the serial no. of existing network devices it will be required for back to back OEM AMC purpose.	As per RFP
11	M/s AURIONPRO SOLUTIONS LIMITED		VMS,ITMS and CAD Application		Kindly permit to change the existing Application with new make.	As per RFP
12	M/s AURIONPRO SOLUTIONS LIMITED	93	Annexure -C	<p>Following items is required to be taken by SI for Comprehensive Annual Maintenance Contract</p> <p>Important Points:</p> <p>Selected bidder has to upgrade (whenever required) the existing system without hampering the running service</p>	<p>We Hereby request you to kindly please Allow us to Update or Replace the Existing System without Hampering the running System.</p> <p>With the Current Tender Terms, the Existing System only needs to be Upgraded, this is leading to Monopolization &amp; giving an undue Advantage to Existing OEM so that Price can be Controller in their Favour &amp; with this Approach it is Limiting the Competition.</p> <p>This shall Enable Max. OEM Participation &amp; Allow Participation of Fully Compliant, Competent OEM's of Indian Origin to Participate in this Prestigious Bid.</p> <p>Offlate, the Government of India is Emphasizing to become Self-Reliant &amp; Atmanirbhar under the Make in Policy in technological Domains, considering the same we hereby request to please Allow for the Replacement of the Systems like ICCA Application, VMS Application, VA Application &amp; ITMS Applications, all of these Application are currently of Global OEM.</p>	As per RFP
13	M/s Avaya	13	3. Project Overview	The work has been executed at four places as mentioned below: 1. Command and Control Centre: It comprises of	Can you please confirm the connectivity between the "Bharat Nirman Rajiv Seva Kendra" and the "Command and Control Centres" at all the Divisional Headquarters?. Also, we assume	As per RFP

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				<p>Dial 100 Control Room, Forensic Investigation Room, ITMS Room, Video Surveillance Room and OIC Room etc.</p> <p>2. Bharat Nirman Rajiv Seva Kendra: It comprises of Data Centre, Power/UPS Room and FMS/NOC Room.</p> <p>3. District Control Rooms: It comprises of monitoring workstations, Power/UPS Room &amp; VMS clients</p> <p>4. Edge locations: It comprises of poles, CCTV cameras, Junction Box, Field Switches etc.</p>	the rack space and UPS availability at District locations to cater gateways and PRIs for local outbound calling.	
14	M/s Avaya	17	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	The selected bidder shall be required to support, maintain and operate the Command and Control Centre in each of the seven cities (Ajmer, Bharatpur, Bikaner, Jaipur, Jodhpur, Kota and Udaipur) and 26 DCRs of State of Rajasthan covering following major tasks	<p>As the existing Contact Centre solution is End of Sale, we should look at migrating the solution to a new platform similar to Dial 100 solutions deployed across different states. Hence, request you to modify the point as :</p> <p>The selected bidder shall be required to migrate, support, maintain and operate the Command and Control Centre in each of the seven cities (Ajmer, Bharatpur, Bikaner, Jaipur, Jodhpur, Kota and Udaipur) and 26 DCRs of State of Rajasthan covering following major tasks</p>	As per RFP
15	M/s Avaya	19	4. SCOPE OF WORK, DELIVERABLES & TIMELINES CAD and Dial 100 Control Room	The Dial 100 control room of each DHQ should be provided with four PRI lines (including 1 PRI for outbound) expandable up to 8 PRI lines as and when required without any extra cost inline hunting-single telephone number to a group of 30 channels	<p>We understand that the gateways provisioned at Control Rooms should be scalable enough to cater 4 x TDM-PRIs from Day 1 expandable to 8 x TDM-PRIs. Is this understanding correct? Also, we assume that all the incoming calls will land directly at the Command and Control Rooms only at each of the DHQ. No inbound calls at Districts.</p> <p>Are there any CO/Analog lines to be factored in addition to this?</p>	As per RFP
16	M/s Avaya	19	4. SCOPE OF WORK, DELIVERABLES & TIMELINES CAD and Dial 100 Control Room	All communications in the call centre recorded for future reference	<p>Can you please help with below details to size the recording solution?:</p> <p>Do you need to record only the calls handled by the call takers or all the calls : ?</p> <p>Voice-Only calls to be recorded. No screen recording:?</p> <p>No. of calls/day:?</p> <p>Average handling time/call : ?</p> <p>Storage Duration : ?</p>	As per RFP
17	M/s Avaya	28	9. Facility Management Services	IP Phone facility Shall be provided for Help Desk Services.	We understand that the IP phones needed for Help Desk services are covered in the total IP phone quantity shared in the BOQ	As per RFP

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			and Helpdesk  (X) Help Desk Support		under Annexure-C. Is this understanding correct?.	
18	M/s Avaya	35	11. Workflow  Functional and Operational requirement of Dial 100 Control Room	The operating procedure of the Dial 100 control room should be such that any call made to 100 number lands at the EPABX of respective city	We understand that Voice is the only channel for the citizens to currently reach out to the Dial 100 Control Room. No email, chat or any other channel involved	As per RFP
19	M/s Avaya	35	11. Workflow  Functional and Operational requirement of Dial 100 Control Room	The Call-taker, who receives the call, should get a pop-up screen on his computer showing the caller ID of the caller.	We understand that based on the caller's CLI, a screen pop-up will open the relevant page in the CAD platform showing the caller's detail and also allow them to collect additional information for logging the incident. CAD software will be the agent desktop for all the call takers and supervisors.	As per RFP
20	M/s Avaya	35	11. Workflow  Functional and Operational requirement of Dial 100 Control Room	The Dispatcher should be able to inform and send the nearest available police vehicle to the incident location over the GPRS Network on the MDT's and also be able to have a voice call on the VHF network.	The Dispatcher will not be a part of the Contact Centre. They will only co-ordinate with the relevant teams on the field as per the incident raised in the CAD software. Is this understanding correct?  The Dispatchers have to co-ordinate with police vehicles over the voice call which we understand are external calls and hence a single TDM-PRI will be provisioned at the 26 x District locations for the same. Is this understanding correct?	As per RFP
21	M/s Avaya	35	11. Workflow  Functional and Operational requirement of Dial 100 Control Room	Call Dispatcher attend calls through computerized queue and priority system	We understand that these calls attended by Dispatcher are forwarded by the Call Takers on the internal RSWAN network. The Dispatchers do not receive any incoming calls directly from the citizens or Dial 100 calls and hence are not a part of the Contact Centre software. Is this understanding correct? Also, can you please confirm the total dispatchers needed location wise (At the 7 x DHQs as well as at the 26 x Districts)?	As per RFP
22	M/s Avaya	36	11. Workflow  Functional and Operational requirement of Dial 100 Control Room	The Dial 100 Control room centres have seating capacity of min. 16 operators in each city.	We will consider 16 x Call Takers at each Command and Control Centre. Thus, a total of 112 (16 x 7) Call Takers across the 7 x Divisional Headquarters. Is this calculation correct?	As per RFP
23	M/s Avaya	36	11. Workflow	Dial 100 operator should be able to call via IP phone ( two-way) within any of the division with	We assume that there are independent Cisco Call Managers deployed at each of the 7 x Divisional Headquarters only. The IP	As per RFP

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			Functional and Operational requirement of Dial 100 Control Room	each kind of integration wherever required with CCC based call managers and DOIT&C existing call manager i.e. CISCO	phones proposed as a part of the CCC platform should be able to integrate with these Cisco PBX's only for internal calling requirements (between the CCC users and IP phone users on Cisco PBX). No other functionality expected apart from it. Is this understanding correct?  Also, please confirm if soft-phones are to be considered for all the users or only the call takers?	
24	M/s Avaya	89	Annexure-B (Sr.No.13)	EPABX System - 7 Qty.	We understand that a standalone EPABX system is needed at each of the DHQs.  Can we propose a centralized setup instead with a DC-DR architecture in high availability?. This will ensure that we have the core setup at a central location in redundancy with less integration touch points. No need of replicating these integrations across all the 7 x DHQs. While only the setup is centralized along with the reporting and recording components, the operations stay independent for each of the locations.	As per RFP
25	M/s Avaya	91	Annexure -C (Sr.No.13)	IP Telephone - 443 Qty.	This is the total quantity of phones needed considering the Command and Control Centres at the 7 x Divisional Headquarters (including the rooms of 6 different sections) as well as the 26 x District locations. Is this understanding correct?	As per RFP
26	M/s Avaya	244	Item No 52: EPABX System and Configuration	Required CTI/ACD/Voice logger server to be provided	For better interoperability and single point of ownership, request you to modify the point as :  The CTI/ACD/Voice Logger should be from the same OEM for seamless inter-operability	As per RFP
27	M/s Avaya	244	Item No 53: IP Telephone	Mandatory Certifications : ISO 9001 Manufacturer, FCC,UL 60950/IEC 60950	The certifications vary as per the geographies and industry standards and hence request you to modify the point as :  The Mandatory Certifications : ISO 9001 Manufacturer, FCC,UL 60950/IEC 60950 or equivalent	As per RFP
28	M/s Avaya	245	Item No 53: IP Telephone	2 Line LCD display with 128x30 or better pixel resolution	As the phones will be a part of an emergency setup, request you to increase the display size of IP phones for better visibility and thus modify the point as :  8 Line Color display with minimum 3 inch display size for better resolution	As per RFP
29	M/s Avaya	245	Item No 53: IP Telephone	Two 10/100BASE-T RJ-45 Ethernet ports (IEEE 802.3) one for the LAN connection and the other	Since this setup will be used for next 10-12 years and the pace of technology advancements, request you to modify the point as	As per RFP

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				for connecting to PC/laptop	:  Two 10/100/1000 (1 Gig) BASE-T RJ-45 Ethernet ports (IEEE 802.3) one for the LAN connection and the other for connecting to PC/laptop	
30	M/s BDO India LLP	14	PRE-QUALIFICATION/ ELIGIBILITY CRITERIA (Legal Entity)	Consortium is also allowed. The consortium shall not consist of more than two companies/ corporations and shall be formed under a duly stamped consortium agreement. (Attach Proof). In a consortium, one of the partners shall be designated as a "Lead Partner". Both member of the consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire project. In case of any issues, Lead Partner shall be responsible for all the penalties. A bidder cannot be partner in more than one consortium.	Request you to modify the clause as "The consortium shall not consist of more than three companies/corporations and shall be formed under a duly stamped consortium agreement. (Attach Proof). In a consortium, one of the partners shall be designated as a "Lead Partner". All the members of the consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire project. In case of any issues, Lead Partner shall be responsible for all the penalties. A bidder cannot be partner in more than one consortium"	As per RFP
31	M/s BDO India LLP	16	PRE-QUALIFICATION/ ELIGIBILITY CRITERIA (Certifications)	The lead bidder or consortium member must possess at the time of bidding, a valid a. ISO 9001:2015 b. ISO 20000-1:2018 c. ISO 27001:2013 d. CMMI Level 5	Request to modify the clause as below "The lead bidder or consortium member must possess at the time of bidding, a valid a. ISO 9001:2015 b. ISO 20000-1:2018 c. ISO 27001:2013 d. CMMI Level 3 "	Please refer revised RFP
32	M/s BDO India LLP	15	PRE-QUALIFICATION/ ELIGIBILITY CRITERIA (Technical Capability -II)	The lead bidder or consortium member should have successfully established & commissioned or providing Facility Management Services at least four Data Centre (each Data Centre should have minimum 20 Physical Server and 250 TB SAN/NAS storage) at four locations. Work order (s) shall be on or after 1st April 2016: • Establishment and commissioning Data centre(s) with completed 2 year of successful FMS. OR • Bidder should have experience in managing Data centre (s) with minimum completed 3 years of experience in providing Facility Management Services. Note:	Request to modify the clause as "The lead bidder or consortium member should have successfully established & commissioned or providing Facility Management Services at least three Data Centre (each Data Centre should have minimum 20 Physical Server and 250 TB SAN/NAS storage) at four locations. Work order (s) shall be on or after 1st April 2016: • Establishment and commissioning Data centre (s) with completed 2 year of successful FMS. OR • Bidder should have experience in managing Data centre (s) with minimum completed 3 years of experience in providing Facility Management Services. Note: • Bidder's in house data centres shall not be considered. • The above work orders must be executed/ implemented by the firm itself. Work should not be outsourced."	As per revised RFP

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				<ul style="list-style-type: none"> <li>• Bidder's in house data centres shall not be considered.</li> <li>• The above work orders must be executed/ implemented by the firm itself. Work should not be outsourced.</li> </ul>		
33	M/s Check Point Software Technologies Pvt Ltd	27	Item No 15 : Firewall Cum IPS 1. Industry Certifications and Evaluations	The proposed vendor must have a track record of continuous improvement in threat detection and must have successfully completed NSS Labs' NGFW Methodology v5.4 testing with a minimum exploit blocking rate of 95%	The proposed Firewall OEM must be NSS Labs Report Recommended with Security Effectiveness more than 99% in NGFW/Data center Security Gateway/NGIPS test of 2018.  <b>Justification:-</b> OEM specific clause, Restricting Leader OEM to participate hence requesting to change the clause as requested.	Please refer revised RFP
34	M/s Check Point Software Technologies Pvt Ltd	27	Item No 15: Firewall Cum IPS 2. Hardware Architecture	The appliance based security platform should be capable of providing firewall, IPS, Botnet, URL Filtering, and VPN (both IPsec and SSL) functionality in a single appliance	The appliance based security platform should have minimum throughput of 9.2 Gbps after enabling firewall, IPS, Botnet, URL Filtering, AVC, Antivirus, URL filtering and VPN (both IPsec and SSL) functionality in a single appliance. The proposed solution should provide minimum 21Gbps of NGFW (FW + AVC + IPS) throughput from day 1. Firewall OS, CVE (Common Vulnerabilities and Exposures) must be available/disclosed on public web sites  <b>Justification:</b> The number of Camera requested in RFP are around 40k hence the traffic volume will be on higher side as well as Network ports are also requested 10Gig. Also, number of interfaces on firewall requested are ( 6 x 1 Gig = 6 + 2 X 10 Gig = 20, total 26Gbps traffic on firewall is expected ). Hence firewall should be sized based on connected network and overall traffic hence requesting to update the throughput requirement as well as mention the NGFW throughput explicitly as well to overcome from any traffic bottleneck.	Please refer revised RFP
35	M/s Check Point Software Technologies Pvt Ltd	27	Item No 15: Firewall Cum IPS 3. Performance & Scalability	Firewall should support production/multiprotocol throughput of 2 Gbps	Firewall should support production/multiprotocol throughput of 40 Gbps. The proposed OEM should have NSS recommendation with 99% score or more.  <b>Justification:</b> As requested above total 26 Gbps of traffic is expected on firewall hence the firewall throughput should be on higher end to fulfil the future requirements	Please refer revised RFP
36	M/s Check Point Software Technologies Pvt Ltd	27	Item No 15: Firewall Cum IPS 3. Performance & Scalability	Firewall should support atleast 450,000 concurrent sessions	Firewall should support atleast 8M concurrent sessions and scalable upto 16M for future requirement without changing the appliance. This number should be defined based on hardware model in datasheet without different OS/firmware/software	Please refer revised RFP

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					types.  <b>Justification:-</b> Based on Sizing, number of Concurrent sessions are required on higher side as well as scalability should be there to handle the future traffic (around 40k cameras etc..)	
37	M/s Check Point Software Technologies Pvt Ltd	27	Item No 15 : Firewall Cum IPS 3. Performance & Scalability	Firewall should support atleast 40,000 connections per second or more	Firewall should support atleast 100,000 connections per second or more and should be scalable to handle upto 300K concurrent sessions/connections for future use without changing the hardware.  <b>Justification:-</b> Based on Sizing, number of Concurrent sessions per seconds are required on higher side as well as scalability should be there to handle the future traffic (around 40k cameras etc..)	Please refer revised RFP
38	M/s Check Point Software Technologies Pvt Ltd	27	Item No 15 : Firewall Cum IPS 3. Performance & Scalability	Firewall should support 2 virtual firewalls from day one & support licensed based scalability upto 100 virtual firewalls as & when required with licenses without upgrading any hardware parts like memory etc., all necessary hardware modules to support upto 100 virtual firewalls should be provisioned from day one.	Firewall should support 2 virtual firewalls from day one & support licensed based scalability upto 20 virtual firewalls as & when required with licenses without changing any hardware. The appliance hardware should be a multicore CPU architecture with atleast 16 physical and 32 virtual cores with hyper threading enabled, 64 GB RAM and 480 GB SSD storage from day 1  <b>Justification:-</b> These virtual system numbers are on very higher side based on throughput. Total requested throughput is 9 Gbps which means with 20 virtual systems, per VS may have 0.4 Gbps NGTP and moreover the use case of command and control may not require these many numbers of virtual firewalls. 100 virtual firewalls are use case of high end data center and require very high end NGFW device.	Please refer revised RFP
39	M/s Check Point Software Technologies Pvt Ltd	27	Item No 15 : Firewall Cum IPS 4. Firewall Features	Firewall should provide application inspection for DNS, FTP, HTTP, SMTP,ESMTP, LDAP, MGCP, RTSP, SIP, SCCP, SQLNET, TFTP, H.323, SNMP	Firewall should provide application inspection for DNS, FTP, HTTP, SMTP, ESMTP, LDAP, MGCP, RTSP, SIP, SCCP, TFTP, H.323, SNMP. Application control database must contain more than 8000 known applications. The proposed solution must allow free custom application signatures for Home grown and custom applications.  <b>Justification:-</b> OEM specific clause, Restricting Leader OEM to participate hence requesting to change the clause as requested.	Please refer revised RFP
40	M/s Check Point Software	27	Item No 15 : Firewall Cum IPS	In transparent mode firewall should support arp-inspection to prevent spoofing at Layer-2	In transparent mode firewall should support Anti- spoofing	Please refer revised RFP

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	Technologies Pvt Ltd		4. Firewall Features		<b>Justification:-</b> OEM specific clause, Restricting Leader OEM to participate hence requesting to change the clause as requested.	
41	M/s Check Point Software Technologies Pvt Ltd	28	Item No 15 : Firewall Cum IPS 4. Firewall Features	Should support Non Stop Forwarding in HA during failover and Graceful Restart	Should support Graceful HA failover  <b>Justification:-</b> OEM specific clause, Restricting Leader OEM to participate hence requesting to change the clause as requested.	Please refer revised RFP
42	M/s Check Point Software Technologies Pvt Ltd	28	Item No 15 : Firewall Cum IPS 4. Firewall Features	Firewall should support setting connection limits based on max embryonic-connections, per-client embryonic connections, per-client max connections, setting embryonic connection timeouts & idle-timeouts. These settings should be applicable on web servers & clients.	The communication between the management servers and the security gateways must be encrypted and authenticated with PKI Certificates.  <b>Justification:-</b> OEM specific clause, Restricting Leader OEM to participate hence requesting to change the clause as requested.	Please refer revised RFP
43	M/s Check Point Software Technologies Pvt Ltd	28	Item No 15 : Firewall Cum IPS 7. Routing Features	Firewall should support SLA monitoring for static routes	Firewall should support SLA monitoring or link monitoring for static routes  <b>Justification:-</b> OEM specific clause, Restricting Leader OEM to participate hence requesting to change the clause as requested.	Please refer revised RFP
44	M/s Check Point Software Technologies Pvt Ltd	28	Item No 15 : Firewall Cum IPS 4. Firewall Features	Firewall should support DOS protection functionalities like TCP intercept/TCP Sync cookie protection, Dead Connection Detection/ TCP sequence randomization, TCP normalization to clear TCP packets of anomalies like clearing or allowing selective TCP options, reserved bits, urgent flags & provides TTL evasion protection.	Firewall should support DOS/DDOS protection signatures.  <b>Justification:-</b> OEM specific clause, Restricting Leader OEM to participate hence requesting to change the clause as requested.	Please refer revised RFP
45	M/s Check Point Software Technologies Pvt Ltd	28	Item No 15 : Firewall Cum IPS 4. Firewall Features	Should support Remotely Triggered Black Hole for Border Gateway protocol security	IPS application must have a centralized event correlation and reporting mechanism  <b>Justification:-</b> OEM specific clause, Restricting Leader OEM to participate hence requesting to change the clause as requested.	Please refer revised RFP
46	M/s Check Point Software Technologies Pvt Ltd	28	Item No 15 : Firewall Cum IPS 5. High Availability Features	Firewall should support redundant interfaces to provide interface level redundancy before device failover	Firewall should support VLAN interfaces. Proposed OEM should have Zero day protection with Anti-APT solution on-Prem only (No cloud based) to fulfil any future requirement with additional license/hardware. The Anti-APT On-Prem solution should be available on OEM public Datasheet/website during Bid submission.  <b>Justification:-</b> OEM specific clause, Restricting Leader OEM to participate hence requesting to change the clause as requested.	Please refer revised RFP
47	M/s Check Point	28	Item No 15 : Firewall	Firewall should support 802.3ad Ether channel	Firewall should support 802.3ad Ether channel or similar	Please refer

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	Software Technologies Pvt Ltd		Cum IPS 5. High Availability Features	functionality to increase the bandwidth for a segment across different modules	functionality  <b>Justification:-</b> OEM specific clause, Restricting Leader OEM to participate hence requesting to change the clause as requested.	revised RFP
48	M/s Check Point Software Technologies Pvt Ltd	28	Item No 15 : Firewall Cum IPS 6. VPN Features	Firewall should support RFC 6379 based Suite-B Cryptography Suites/algorithms like AES-GCM/GMAC support (128-, 192-, and 256-bit keys), ECDH support (groups 19, 20, and 21), ECDSA support (256-, 384-, and 521-bit elliptic curves) for enhanced VPN security.	Firewall should support Cryptography Suites/algorithms like AES-GCM/GMAC support (128-/192-, and 256-bit keys) for enhanced VPN security.  <b>Justification:-</b> OEM specific clause, Restricting Leader OEM to participate hence requesting to change the clause as requested.	Please refer revised RFP
49	M/s Check Point Software Technologies Pvt Ltd	28	Item No 15 : Firewall Cum IPS 6. VPN Features	Firewall should support latest IKEv2 standards for supporting SHA-2 256, 384 & 512 bit message integrity algorithms in hardware to ensure there is no performance bottleneck & higher security.	The firewall solution should support Internet Key Exchange (IKE) Version 1 (IKEv1) or Version 2 (IKEv2) for IPSEC VPN  <b>Justification:-</b> OEM specific clause, Restricting Leader OEM to participate hence requesting to change the clause as requested.	Please refer revised RFP
50	M/s Check Point Software Technologies Pvt Ltd	29	Item No 15 : Firewall Cum IPS 8. Next Generation IPS	The solution should support the capability of passively gathering information about virtual machine traffic, network hosts and their activities, such as operating system, services, open ports, client applications, and vulnerabilities, to assist with multiple activities, such as intrusion event data correlation, elimination of false positives, and policy compliance	Should support more than 12,000 (excluding custom signatures) IPS signatures or more. Should support capability to configure correlation rule where multiple rules/event can be combined together for better efficacy. OEM should provide the global threat feed database service without any integration with 3rd Party.  <b>Justification:-</b> OEM specific clause, Restricting Leader OEM to participate hence requesting to change the clause as requested.	Please refer revised RFP
51	M/s Check Point Software Technologies Pvt Ltd	29	Item No 15 : Firewall Cum IPS 8. Next Generation IPS	The solution must be capable of passively gathering user identity information, mapping IP addresses to username, and making this information available for event management purposes.	The solution must be capable of gathering user identity information, mapping IP addresses to username, and making this information available for event management purposes.  <b>Justification:-</b> OEM specific clause, Restricting Leader OEM to participate hence requesting to change the clause as requested.	Please refer revised RFP
52	M/s Check Point Software Technologies Pvt Ltd	29	Item No 15 : Firewall Cum IPS 9. Management capabilities	Firewall should support management of firewall policies via Cli, SSH & inbuilt GUI management interface.	The proposed solution should have dedicated hardware based management to provide the centralized administration, monitoring and reporting functionality. The solution should support A new MITRE ATTACK view to investigate security issues according to the MITRE defence models, and extract immediate action items based on the mitigation flow  <b>Justification:-</b> OEM specific clause, Restricting Leader OEM to	Please refer revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
					participate hence requesting to change the clause as requested.	
53	M/s Coforge Limited	Vol1 page 17/131	1.a	Provide Comprehensive Annual Maintenance Contract (CAMC) of IT/ Non-IT equipment in Command and Control Centre (which includes Video Surveillance room, Data Centre, Dial 100 Control room, ITMS room, Forensic room) in division and associated districts. Apart from that SI need to support, maintain EDGE devices (cameras, field switches, PCR cameras, etc. ) in all 33 districts.	Kindly confirm - for all IT/ Non-IT equipment in this contract, client will provide /have back to back AMC/ATS with respective OEM's for the entire duration of the contract.	As per RFP
54	M/s Coforge Limited	Vol1 page 17/131	1.b	SI need to provide support for Integration of collaborative camera feeds, Integration with RAJDHARA, Integration with digital radios, Integration between VMS & CAD application, Integration with drones/PCR VAN/Prisoner Van	1. Kindly elaborate the support and details of integration. 2. Kindly confirm whether the same resources mentioned under "Annexure-A: Minimum Manpower Resource Table (for each city)" will be used for this purpose of integration or other dedicated integration resources are required. If YES, kindly provide the quantities with skill set required at each location	As per RFP
55	M/s Coforge Limited	Vol1 page 17/131	1.c	SI need to provide support for CAD software integration with other 10 applications	1. Kindly elaborate the support and details of integration. 2. Kindly confirm whether the same resources mentioned under "Annexure-A: Minimum Manpower Resource Table (for each city)" will be used for this purpose of integration or other dedicated integration resources are required. If YES, kindly provide the quantities with skill set required at each location	As per RFP
56	M/s Coforge Limited	Training page 22/131	6	Bidder has to provide application and role based training to the CCC operators and supervisors of different applications like VMS, CAD software, Contact Centre solution, radio gateway software, etc. before start of FMS period	1. Kindly change to during the FMS period 2. Do confirm the training is required ONLY ah DHQ. 3. Training centre will all resources will be provided by client during the training for trainer and staff. 4. How many new resources will be required to be trained? Do provide the resources as per below table	Please refer revised RFP
57	M/s Coforge Limited	Vol1 page 17/131	4	Provide Comprehensive Annual Maintenance Contract (CAMC) of IT/ non-IT equipment and any other item as Access Control, Comfort AC, LAN Cabling, Electrical items, Smart Racks, UPS, DG set etc.	1. Kindly remove the word "etc". 2. Do confirm we need to provide CAMC <b>ONLY</b> for items mentioned under "ANNEXURE-1: BILL OF MATERIAL (BoM)"	As per revised RFP
58	M/s Coforge Limited	Vol1 page 89/131	ANNEXURE-1:	ANNEXURE-1: BILL OF MATERIAL (BoM) (ANNEXURE – B)	Kindly provide the following: 1. Contact details of all the OEM under this section 2. Provide serial no, contract ID's/ PO of all the items (all OEM's) for which back-back OEM AMC and ATS are required	As per RFP
59	M/s Coforge Limited	Vol1 page 90/131	ANNEXURE-1:	Annexure -C	Kindly confirm the following: 1. OEM back-back AMC, ATS is required or NOT for the items under Annexure -C	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
					2. If NO, client to provide the required patches, IOS, other software for	
60	M/s Coforge Limited	Voll page 17/131 -	6	The work locations where support need to provide by Bidder are	1. Kindly elaborate the support and the quantities of work station per location. 2. Do confirm additional resources are required other than resources mentioned under "Annexure-A: Minimum Manpower Resource Table (for each city)"	As per RFP
61	M/s Coforge Limited	Voll page 18/131 -	8	To store 24 hours x 7 days of video from all cameras installed in the system for at least 30 days on primary storage. Important incidents would be required to be stored for longer duration as per requirement.	Kindly confirm the necessary storage systems (software, hardware etc) will be provided by client.	As per RFP
62	M/s Coforge Limited	Voll page 18/131 -	9	To integrate video feed from cameras established by various other suppliers at Airport, Bus stand, Railway station, temples, forts, malls etc. The successful bidder has to extend full support during adhoc installation of cameras during fairs and festivals in the city. The bidder would be required to study the requirement of the integration and submit detailed report for integration of collaborative cameras and cameras to be installed during fairs and festivals.	1. Kindly confirm, the effort required for study, integration will be via change management and paid separately (not part of this contract). 2. If NO to point above, then provide the : a) number of studies needs to be done per month and its duration in days b) Integration details per study	As per RFP
63	M/s Coforge Limited	Voll page 18/131 -	10	The bidder need to provide, manage support for remote feed of any camera from any city should be made available on web /mobile app /MDTs to closed user group like police stations, PCR Vans, DG office, CM office etc. as and when required.	Kindly delete the word "PROVIDE," as its ONLY support services. If NOT do elaborate what we need to "PROVIDE"	As per RFP
64	M/s Coforge Limited	Voll page 18/131 -	13	Bidder need to ensure that OEM based product (Qognify and CCC) onsite manpower need to deploy in Jaipur and Jodhpur within same timeline defined for manpower deployment for the bidder.	Kindly confirm the resource for OEM based product (Qognify and CCC) needs to be : 1. From OEM (payroll of respective OEM) or 2. Certified on OEM products	Please refer revised RFP
65	M/s Coforge Limited	Voll page 18/131 -	15	The bidder is responsible for operationalizing the entire solution. At present more than 10,000 cameras are up and running across the Rajasthan state. Later during the FMS period, the cameras are likely to be increased up to 5000 cameras in Jaipur, 3000 cameras in Jodhpur, 2000 cameras each in other five divisional headquarters and 22,000 cameras across all districts by December 2024.	Kindly confirm, as the cameras installation increases the required manpower increase will be paid separately NOT part of this contract or the same number of resources mentioned under "Annexure- A:Minimum Manpower Resource Table (for each city)" will be used.	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
66	M/s Coforge Limited	Vol1 - page 26/131	VI.	Network Management Services	1. Kindly confirm, all tools, systems will be provided by client. We need to provide services for monitoring and management. 2. Do confirm the tools are provided at one location (centralised management), if NOT from which all location these services are provided	As per RFP
67	M/s Coforge Limited	Vol1 - page 26/131	VII.	<b>Server Management Services</b> SI need to use any backup software to backup server OS, database etc for manging any emergency situation where restore of OS/database would be require, SI need to provide this without any additional cost to client.	1. Kindly confirm, client to provide server management tools, APM tools etc 2. Kindly provide - backup retension, schedule and policies, restoration time (SLA for backup and retension) 3. At each location - backup total size, existing backup size, VM to be backed up other services which are being backup 4. End point device backup details (yes or NO). If yes provide details of Qty per location, each device (size of backup - OS, Data etc )	As per RFP
68	M/s Coforge Limited	Vol1- page 28/131	IX.	Virus Management Services	Kindly confirm that client will provide all antivirus/antispam next-gen protection platform for all devices/items mention on the RFP	As per RFP
69	M/s Coforge Limited	Volume II		All items	Kindly confirm: 1. We need to provide ONLY technical compliance 2. If we need to provide commercial offer, please provide the format for the same.	As per revised RFP
70	M/s Coforge Limited	Volume I	15	The lead bidder or consortium member should have successfully established & commissioned or provided Facility Management services centralized at least four Command Control Centres. Work order (s) shall be on or after 1st April 2016: a) Establishment and commissioning of centralized command and control centre with completed 2 year of successful FMS. OR b) Bidder should have experience in managing centralized command and control centre with minimum completed 3 years of experience in providing Facility Management Services. Note: • Above mentioned each 4 (four) Centralized Command Control Centre means the centralized software driven application for monitoring CCTV cameras and each centre should have minimum	<b>Request you to kindly accept the changes suggested below</b> The lead bidder or consortium member should have successfully established & commissioned or provided Facility Management services <del>centralized at least four Command Control Centres.</del> Work order (s) shall be on or after 1st April 2011: a) Establishment and commissioning of <del>centralized command and control centre</del> with completed 2 year of successful FMS. OR b) Bidder should have experience in managing <del>centralized command and control centre</del> with minimum completed 3 years of experience in providing Facility Management Services. Note: • <del>Above mentioned each 4 (four) Centralized Command Control Centre means the centralized software driven application for monitoring CCTV cameras and each centre should have minimum 500 camera licenses for centralized monitoring.</del> • The above work orders must be executed/ implemented by the firm itself. Work should not be outsourced.	As per revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				500 camera licenses for centralized monitoring. • The above work orders must be executed/ implemented by the firm itself. Work should not be outsourced.		
71	M/s Coforge Limited	Volume I	15	The lead bidder or consortium member should have successfully established & commissioned or providing Facility Management Services at least four Data Centre (each Data Centre should have minimum 20 Physical Server and 250 TB SAN/NAS storage) at four locations. Work order(s) shall be on or after 1st April 2016: • Establishment and commissioning Data centre(s) with completed 2 year of successful FMS. OR • Bidder should have experience in managing Data centre(s) with minimum completed 3 years of experience in providing Facility Management Services. Note: • Bidder's in house data centres shall not be considered. • The above work orders must be executed/ implemented by the firm itself. Work should not be outsourced.	<b>Request you to kindly accept the changes suggested below</b> The lead bidder or consortium member should have successfully established & commissioned or providing Facility Management Services at least four Data Centre (each Data Centre should have minimum 20 Physical Server and 70 TB SAN/NAS storage) at four locations. Work order (s) shall be on or after 1st April 2011: • Establishment and commissioning Data centre (s) with completed 2 year of successful FMS. OR • Bidder should have experience in managing Data centre (s) with minimum completed 3 years of experience in providing Facility Management Services. Note: • Bidder's in house data centres shall not be considered. • The above work orders must be executed/ implemented by the firm itself. Work should not be outsourced.	As per revised RFP
72	M/s Coforge Limited	Volume I	87	Penalty Capping: 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 Payment for respective quarter.	<b>Request you to kindly accept the changes suggested below</b> Penalty Capping: Total penalties except those defined in (C): "Manpower availability service levels" shall not be higher than 10% 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 Payment for respective quarter.	As per revised RFP
73	M/s Coforge Limited	Volume I	69	The maximum amount of liquidated damages shall be 10% of the contract value.	The maximum amount of liquidated damages shall be 5% of the contract value.	As per RFP
74	M/s E-Connect Solutions Pvt Ltd	10	NIB	Bid Security - Rs. 8,00,00,000/- (Rupees Eight Crores Only) (2% of the estimated procurement cost)	We are registered firm for S.S.I. unit of Rajasthan, so kindly request you to allow exemption in EMD @ 0.5% of estimated procurement cost	Please refer revised RFP
75	M/s E-Connect Solutions Pvt Ltd	17	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	1. b) SI need to provide support for Integration of collaborative camera feeds, Integration with RAJDHARA, Integration with digital radios,	Please confirm who will provide the source code for existing applications.	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				Integration between VMS & CAD application, Integration with drones/PCR VAN/Prisoner Van		
76	M/s E-Connect Solutions Pvt Ltd	18	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	9. To integrate video feed from cameras established by various other suppliers at Airport, Bus stand, Railway station, temples, forts, malls etc. The successful bidder has to extend full support during adhoc installation of cameras during fairs and festivals in the city. The bidder would be required to study the requirement of the integration and submit detailed report for integration of collaborative cameras and cameras to be installed during fairs and festivals.	Please confirm that who will arrange APIs and other support for integration of departments own installed cameras with abhay command and control project.	As per RFP
77	M/s E-Connect Solutions Pvt Ltd	18	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	13. Bidder needs to ensure that OEM based product (Qognify and CCC) onsite manpower need to deploy in Jaipur and Jodhpur within same timeline defined for manpower deployment for the bidder.	Please confirm whether OEM certified manpower or OEM own role manpower has to deployed.	Please refer revised RFP
78	M/s E-Connect Solutions Pvt Ltd	18	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	15. The bidder is responsible for operationalizing the entire solution. At present more than 10,000 cameras are up and running across the Rajasthan state. Later during the FMS period, the cameras are likely to be increased up to 5000 cameras in Jaipur, 3000 cameras in Jodhpur, 2000 cameras each in other five divisional headquarters and 22,000 cameras across all districts by December 2024.	Please confirm who will provide the infrastructure and bear the cost of installation of cameras.	AS per revised RFP
79	M/s E-Connect Solutions Pvt Ltd	18	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	17. Bidder need to provide OEM warranty to upgrade, update and provide required patches of the products come under this category and any other item as per bill of material in Annexure-1. OEM must provide comprehensive onsite support/warranty of these products for next 5 years from the date of work order.	Kindly clarify more on this point as there are different OEM's equipment mentioned in the BOM so please confirm whether to arrange OEM Warranty on back to back warranty support from all Manufactures.	As per RFP
80	M/s E-Connect Solutions Pvt Ltd	20	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	Other Rooms: There are few other rooms in the command and control centre premises which are equipped with IT and non-it equipment. Bidder has to deploy new IT hardware and also to maintain existing non-IT infrastructure for a period of next 5 years after Go-Live.	Please elaborate more on new IT hardware and who will bear the cost for same.	Please refer revised RFP
81	M/s E-Connect	20	4. SCOPE OF WORK,	Power Room:	Kindly confirm whether procurement of all UPS batteries and	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
	Solutions Pvt Ltd		DELIVERABLES & TIMELINES	Separate power room/ UPS Room also exist in the project both at Command & Control Centre and Bharat Nirman Rajiv Seva Kendra. This power room accommodate power panel, 60 KVA UPS, 80 KVS UPS and batteries. The power supplies to Video Surveillance room, Dial 100 control room, other rooms, OIC room and data centre & FMS/ NOC room made from respective power room. In case of power failure, the power requirement served from UPS and beyond backup time of UPS, DG set used. DG set come with requisite fuel to run the DG set for 8 hours. SI has to ensure that 8 hours of fuel is always available in the fuel tank of DG set so that the working at the Command and Control Centre is not hampered. The fuel got filled up in the DG set by the FMS manpower of the SI after seeking approval of concerned incharge of the centre. The payment for the fuel shall be made by RISL at quarter end along with FMS payment.	other required batteries are into bidder's scope without any extra cost.	
82	M/s E-Connect Solutions Pvt Ltd	21	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	2) Edge Equipment (Camera, Pole, Switch etc.) Management Support i) Bidder has to maintain the installed poles, switches, camera, radio, sensors etc. as per requirement of police. In case of pole shifting request either from department request or from OIC level at districts levels bidder need to maintain such request without any addition cost to client/department i.e RISL/DOIT&C	Please confirm that who will provide the permission of local authorities i.e. JDA, Nagar Nigam, etc for shifting the pole or other infrastructure.	As per RFP
83	M/s E-Connect Solutions Pvt Ltd	21	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	2) Edge Equipment (Camera, Pole, Switch etc.) Management Support ix) Bidder has to maintain proper earthing at location of poles.	Kindly confirm it earthing already done or need to be done by bidder.	As per RFP
84	M/s E-Connect Solutions Pvt Ltd	27	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	VII. Server Management Services g. SI need to use any backup software to backup server OS, database etc for managing any emergency situation where restore of OS/database would be require, SI need to provide this without any additional cost to client.	Please clarify that who will bear the cost of consumables i.e. tape cartridges etc?	Please refer revised RFP
85	M/s E-Connect	37	12) Project	Table for O & M Reports:	Please confirm that who the signing authority for various reports	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
	Solutions Pvt Ltd		Deliverables, Milestones & Time Schedule		would be as asked into the tender document under deliverables.	
86	M/s E-Connect Solutions Pvt Ltd	76	Payment Terms and Schedule	a) Payment to the bidder will be made city wise.	Please provide more clarity at this point or specify the payment terms.	Please refer revised RFP
87	M/s E-Connect Solutions Pvt Ltd	89	ANNEXURE-1: BILL OF MATERIAL (BoM)	LaserJet Network Duplex Printer for Video Surveillance room and Dial 100 Control Room  LaserJet Multifunction Network Duplex Printer	Kindly confirm that who will be responsible to provide the consumables items like papers, tonner, cartridges etc.	Please refer revised RFP
88	M/s E-Connect Solutions Pvt Ltd	93	ANNEXURE-1: BILL OF MATERIAL (BoM)	Important Points: Selected bidder has to upgrade (whenever required) the existing system without hampering the running service	Please clarify if any equipment which would be declared End of Service Life by OEM, who will bear the cost for the same.	Please refer revised RFP
89	M/s Hewlett Packard Enterprise India Pvt. Limited	14	3 - PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	Average Annual Turnover of the bidder from IT/ ITeS during the last three financial years, i.e., 2019-2020, 2020-2021 and 2021-2022 (as per the last published audited balance sheets), should be at least Rs.500 Crores. In case of consortium, at least 50% of the turnover criteria shall be met by the Lead Bidder and the remaining may be fulfilled by the other consortium partner.	We request that a bidder be allowed to quote the credentials of an OEM for any financial credentials required for qualification or eligibility since some of the OEMs would not be willing to enter into consortium due to various reasons.	As per revised RFP
90	M/s Hewlett Packard Enterprise India Pvt. Limited	14	3 - PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	The lead bidder or consortium member should have successfully established & commissioned or provided Facility Management services centralized at least four Command Control Centres. Work order (s) shall be on or after 1st April 2016: a) Establishment and commissioning of centralized command and control centre with completed 2 year of successful FMS. OR b) Bidder should have experience in managing centralized command and control centre with minimum completed 3 years of experience in providing Facility Management Services. Note: • Above mentioned each 4 (four) Centralized Command Control Centre means the centralized software driven application for monitoring CCTV cameras and each centre should have minimum 500 camera licenses for centralized monitoring.	We request that a bidder be allowed to quote the credentials of an OEM for any technical credentials required for qualification or eligibility since some of the OEMs would not be willing to enter into consortium due to various reasons.	As per revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				<ul style="list-style-type: none"> <li>The above work orders must be executed /implemented by the firm itself. Work should not be outsourced.</li> </ul>		
91	M/s Hewlett Packard Enterprise India Pvt. Limited	14	3 - PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	<p>The lead bidder or consortium member should have successfully established &amp; commissioned or providing Facility Management Services at least four Data Centre (each Data Centre should have minimum 20 Physical Server and 250 TB SAN/NAS storage) at four locations. Work order (s) shall be on or after 1st April 2016:</p> <ul style="list-style-type: none"> <li>Establishment and commissioning Data centre (s) with completed 2 year of successful FMS.</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>Bidder should have experience in managing Data centre (s) with minimum completed 3 years of experience in providing Facility Management Services.</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>Bidder's in house data centres shall not be considered.</li> <li>The above work orders must be executed/ implemented by the firm itself. Work should not be outsourced.</li> </ul>	We request that a bidder be allowed to quote the credentials of an OEM for any technical credentials required for qualification or eligibility since some of the OEMs would not be willing to enter into consortium due to various reasons.	As per revised RFP
92	M/s Hewlett Packard Enterprise India Pvt. Limited	55	32 - Appeals	<p>Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:</p> <ol style="list-style-type: none"> <li>Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:</li> <li>Provided further that in case a procuring entity</li> </ol>	We request that a bidder who has not succeeded in either technical and/or financial bid be also entitled to appeal if the appeal is in relation to the sanctity of the bidding process itself.	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.		
93	M/s Hewlett Packard Enterprise India Pvt. Limited	60	4 (g) - Joint Venture, Consortium or Association	The lead bidder is required to do majority (>50%) of the work. However, the lead bidder and consortium partner is jointly and severally liable for the entire scope of work and risks involved thereof.	We request that the requirement of a minimum of 50% of the work to be done by the lead bidder be removed as the same may be decided as between the consortium partners.	As per revised RFP
94	M/s Hewlett Packard Enterprise India Pvt. Limited	62	9 (b) - Delivery & Installation	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.	In addition to the opportunity of being heard, we request that the selected bidder be provided with a period of at least 30 days to cure any lacunae in supply of goods or services.	As per RFP
95	M/s Hewlett Packard Enterprise India Pvt. Limited	62	12 (a) - Contract Price	The Contract Price Shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.	We request addition of clause that all payments under the contract shall be made within 30 days from the date of raising of the invoice by the bidder.	As per RFP
96	M/s Hewlett Packard Enterprise India Pvt. Limited	62	13 (a) - Recoveries from Supplier/ Selected Bidder	Recovery of liquidated damages, short supply, breakage, rejected articles Shall be made ordinarily from bills.	We request that all recoveries be made at the end of the contract and not from the bills as the same may lead to revenue recognition issues for the bidder.	As per RFP
97	M/s Hewlett Packard Enterprise India Pvt. Limited	66	22 - Inspection	The Purchase Officer or his duly authorized representative Shall at all reasonable time have access to the supplier's/ selected bidder's premises and Shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.	We request that any inspection to be carried out be done by providing a prior written notice of at least 15 days. We also request that any inspection be restricted to only those matters and facilities which are restricted to the current project. We further request that any inspection by third parties be subject to confidentiality obligations on the third party.	As per RFP
98	M/s Hewlett Packard Enterprise India Pvt. Limited	68	27 (d) - Extension in Delivery Period and Liquidated Damages (LD)	In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete : -	We request that the maximum cap on liquidated damages be reduced to 3% of the value of the delayed goods and/ or service.	As per RFP
99	M/s Hewlett Packard Enterprise India Pvt. Limited	70	30 (a) - Patent Indemnity	The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against	We request restricting the indemnity herein only to third party claims. Further, we request deletion of sub-clause (ii) since the bidder cannot guarantee non-infringement of IP in a country other than India where resultant goods are used.	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				<p>any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -</p> <p>i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and</p> <p>ii. The sale in any country of the products produced by the Goods.</p> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.</p>		
100	M/s Hewlett Packard Enterprise India Pvt. Limited	70	30 (e) - Patent Indemnity	The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any	We wish to bring to RISL's attention that this clause is incomplete.	Please refer revised RFP
101	M/s Hewlett Packard Enterprise India Pvt. Limited	71	31 (a) - Limitation of Liability	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	We request deletion of the exception of LD in this clause since LD is a direct liability between the customer and bidder and the same cannot be an exception to exclusion of indirect and consequential liability clause. Further, the maximum LDs are capped under the contract and further they would be capped under the limitation of liability clause.	As per RFP
102	M/s Hewlett Packard Enterprise	72	34 (a) - Termination for Default	Termination for Default	We request that the 30 days' notice provided to the client be for the purposes of curing the default. We further request that the	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
	India Pvt. Limited				first recourse of RISL for any delay in supply of goods or services be the imposition of LDs before termination and/or invocation of PSD.	
103	M/s Hewlett Packard Enterprise India Pvt. Limited	75	35 [e] (i) - Exit Management	On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.	We request that the bidder be not required to assign or transfer sub-contracts as those would be applicable to other projects as well.	As per RFP
104	M/s Hewlett Packard Enterprise India Pvt. Limited	75	35 [e] (ii) - Exit Management	Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.	We request that any inspection to be carried out be done by providing a prior written notice of at least 15 days. We also request that any inspection be restricted to only those matters and facilities which are restricted to the current project. We further request that any inspection by third parties be subject to confidentiality obligations on the third party.	As per RFP
105	M/s Hewlett Packard Enterprise India Pvt. Limited	77	7 (1) (d) - Payment Terms and Schedule	Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.	We request addition of clause that all payments under the contract shall be made within 30 days from the date of raising of the invoice by the bidder.	As per RFP
106	M/s Hewlett Packard Enterprise India Pvt. Limited	77	7 (1) (g) & (i) - Payment Terms and Schedule	In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.  Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.	We request that all disputed amounts or recoveries be made at the end of the contract and not from the bills as the same may lead to revenue recognition issues for the bidder.	As per RFP
107	M/s Hewlett	79	7 (2) (III) - Service	The manpower deployed by SI for carrying out	We request that the bidder be allowed to deploy staff for sub-	Please refer

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
	Packard Enterprise India Pvt. Limited		Level Standards/ Requirements/ Agreement	and providing FMS services shall necessarily be on direct payroll of the bidder organization and should not be outsourced / subcontracted in any circumstances except for the following manpower category: 1. Help Desk Support Staff 2. Electrical Assistant 3. Housekeeping Only the above-mentioned categories may be outsourced / subcontracted by the bidder organization SI appoint as many team members, as deemed fit by them, subject to the minimum manpower specified below to meet the SLA requirements. The tendering authority would not be liable to pay any additional cost for this. SI provides detailed CV of each of the resource being provided to tendering authority before deployment of the resource at datacentre.	contractors for other activities as well since certain subject matter experts may be available with sub-contractors and not with the bidder. So long as the bidder is responsible for overall project, RISL should not have any concerns on the same.	revised RFP
108	M/s Hewlett Packard Enterprise India Pvt. Limited	87	7 (2) - Service Level Standards/ Requirements/ Agreement	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 Payment for respective quarter.	We request that the penalty for breach of service levels be capped to a maximum of 3% of the quarterly invoice amounts.	As per revised RFP
109	M/s Hewlett Packard Enterprise India Pvt. Limited	118	BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)	This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RISL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).	We request that the period of validity be fixed to the completion of the project as open ended bank guarantees cannot be redeemed from the bank and the bidder has to bear unnecessary cost for the same.	As per revised RFP
110	M/s Hewlett Packard Enterprise India Pvt. Limited	Page 31 of 131 of Volume 1	Clause 4	The diesel Shall be arranged by SI from empaneled/identified petrol pumps with permission of RISL/police department so that there is no downtime of data centre including dial 100, forensic investigation room, ITMS Room, OIC room and video surveillance room.	Since the bidder is not a licensed reseller of petroleum product, we will arrange an agency for delivery diesel as and when required and invoice directly to RISL	Please refer revised RFP
111	M/s Hewlett	Page 78	II. Security	Total penalties except those defined in (C):	Bidder request to cap the maximum penalty including	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
	Packard Enterprise India Pvt. Limited	of 131 of Volume 1	Management service levels	“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 Payment for respective quarter	Manpower availability service level to 10% of agreed quarterly payment	
112	M/s Hewlett Packard Enterprise India Pvt. Limited	23	Asset Management Services	i. The database should have information like make, model, configuration details, serial numbers, licensing agreements, warranty and AMC details, place of installation etc.	Do you have any asset management software in place or this is to be done in excel. How is it being done as of today?	As per RFP
113	M/s Hewlett Packard Enterprise India Pvt. Limited	24	Asset Management Services	a. The SI would do tagging at each device and maintain mapping those tagging with hardware and software via manual sheet or in asset software.	Who will provide these tags? Will this be RFID based tagging or QR based.	Please refer revised RFP
114	M/s Hewlett Packard Enterprise India Pvt. Limited	24	Asset Management Services	a. The SI required performing software license management. The software remains under technical support from respective OEMs for a complete FMS period of five years.	Who will pay the licence subscription fee, is it the end customer or Support vendor.	As per RFP
115	M/s Hewlett Packard Enterprise India Pvt. Limited	25	Configuration and reconfiguration/rollback of equipment/network/services	a. The SI maintain a record of hardware and software configurations of all equipment including the details of different policies implemented on the devices such as VLAN configurations, access control lists, routing filters, clustering details etc. SI keep regular backups of the configurations of each of the devices.	DO you have any configuration management software in place?	As per RFP
116	M/s Hewlett Packard Enterprise India Pvt. Limited	26	Network Management Services	a. Maintenance and management of physical link established between data centre and video surveillance room, dial 100 control room, FMS/NOC room, ITMS room and forensic investigation room over OFC.	How many such links are there and what are service providers. Please provide the latest network diagram. Also what are the monitoring tools in place? Are these monitoring tools provided by the link providers?	As per RFP
117	M/s Hewlett Packard Enterprise India Pvt. Limited	26	Server Management Services	a. SI manage the servers on end-to-end basis including server administration, performance tuning, hardware and software support and upkeep of the server. The SI also undertake installation/re-installation of all the servers in terms of operating system, databases, clusters, virtualization, Application Server software, latest Software updates, patches etc.	What are the patch management and monitoring and ITSM tools in place?	As per RFP
118	M/s Hewlett	27	Desktop Management	a. SI maintain and install OS, desktop/client	What are the end user management tools in place and what are	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
	Packard Enterprise India Pvt. Limited		Support	software etc., as and when required and provide services, such as relocation of PCs, or adding or removing accessories attachment or other devices/peripherals.	the end user locations and numbers.	
119	M/s Hewlett Packard Enterprise India Pvt. Limited	27	Virus Management Services	The SI has to ensure that entire networks, servers & PCs remain virus/worm free.	What are the virus management tools and who will own licenses renewal for the virus management.	As per RFP
120	M/s Hewlett Packard Enterprise India Pvt. Limited	28	Help Desk Support	a. The SI provide 24 x 7 help desk support to CCC (including video surveillance room, data centre, dial 100 control room, ITMS Room, power room and forensic investigation room).	Where is 24x7 help desk hosted as pf now and whether you already have a toll free or do you need a toll free as well?	As per RFP
121	M/s Hewlett Packard Enterprise India Pvt. Limited	28	Help Desk Support	a. IP Phone facility Shall be provided for Help Desk Services.	How many such ip phones are required at each of the locations?	As per RFP
122	M/s Hewlett Packard Enterprise India Pvt. Limited	29	Security Administration and Management Services	a. Addressing the ongoing needs of security management including, but not limited to, monitoring, troubleshooting of various devices/ tools such as firewall cum IPS, virus protection, and vulnerability protection through implementation of proper patches, procedures and rules.	What are the tools in place for the Security Management in customer environment?	As per RFP
123	M/s Hewlett Packard Enterprise India Pvt. Limited	29	Security Administration and Management Services	a. Compliance of security regulations defined by GoI or any other Govt. Authorized agency such as CERT-IN etc.	It is assumed that all such Govt security regulations applicable to customer will be shared and agreed by customer for implementation.	As per RFP
124	M/s Hewlett Packard Enterprise India Pvt. Limited	87	Penalty Capping	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 Payment for respective quarter.	Penalty should be capped @5% of the quarterly value.	As per revised RFP
125	M/s Hewlett Packard Enterprise India Pvt. Limited	NA	General Query	Resource Type	Can we use shared resources from our IT Operations Centre. Or do you need dedicated onsite resources for managed services.	As per revised RFP
126	M/s Hewlett Packard Enterprise India Pvt. Limited	NA	General Query	Resource Type	Is the service provider allowed to use a mix of partner resources and service provider on roll resources.	As per revised RFP
127	M/s i2V Systems Pvt. Ltd.	93	Annexure -C	Following items is required to be taken by SI for Comprehensive Annual Maintenance Contract	We Hereby request you to kindly please Allow us to Update or Replace the Existing System without Hampering the running	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				<p>Important Points:</p> <p>Selected bidder has to upgrade (whenever required) the existing system without hampering the running service</p>	<p>System.</p> <p>With the Current Tender Terms, the Existing System only needs to be Upgraded, this is leading to Monopolization &amp; giving an undue Advantage to Existing OEM so that Price can be Controller in their Favour &amp; with this Approach it is Limiting the Competition.</p> <p>This shall Enable Max. OEM Participation &amp; Allow Participation of Fully Compliant, Competent OEM's of Indian Origin to Participate in this Prestigious Bid.</p> <p>Offlate, the Government of India is Emphasizing to become Self-Reliant &amp; Atmanirbhar under the Make in Policy in technological Domains, considering the same we hereby request to please Allow for the Replacement of the Systems like ICC Application, VMS Application, VA Application &amp; ITMS Applications, all of these Application are currently of Global OEM.</p>	
128	M/s Inspira Enterprise India Ltd.	PDF Page No. 15	Technical Capability - I	<p>"The lead bidder or consortium member should have successfully established &amp; commissioned or provided Facility Management services centralized at least four Command Control Centres. Work order (s) shall be on or after 1st April 2016:</p> <p>a) Establishment and commissioning of centralized command and control centre with completed 2 year of successful FMS.</p> <p>OR</p> <p>b) Bidder should have experience in managing centralized command and control centre with minimum completed 3 years of experience in providing Facility Management Services.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>Above mentioned each 4 (four) Centralized Command Control Centre means the centralized software driven application for monitoring CCTV</li> </ul>	<p>The Lead Bidder or Consortium Member should have successfully established &amp; commissioned Centralized Command Control Centre At least four Location in India or Globally. Work Order (s) Shall be on or after 1st April 2016 :</p> <p>a) Establishment and Commissioning of Minimum 4 (Four) Centralized Command Control Centre with at least 3 project having more than 2 years of Successful operation in India or abroad.</p> <p>OR</p> <p>b) Bidder Should have experience in Managing 4 (Four) Centralized command and control centre in India or abroad. With Minimum Completed 3 Years of Experience in Providing O&amp;M services in the last 10 years.</p> <p>Note: 1) Above Mentioned 4 (Four) Centralized Command Control Centre should have Centralized Monitoring of minimum 500 CCTV Camera each.</p>	As per revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				cameras and each centre should have minimum 500 camera licenses for centralized monitoring. • The above work orders must be executed/ implemented by the firm itself. Work should not be outsourced."	Bidder may use parent or group company experience having same ultimate parent for project experience. in such case the a no objection letter to be submitted by the parent for bidder to use the credentials of parent or group company experience.	
129	M/s Inspira Enterprise India Ltd.	PDF Page No. 15	Technical Capability - II	The lead bidder or consortium member should have successfully established & commissioned or providing Facility Management Services at least four Data Centre (each Data Centre should have minimum 20 Physical Server and 250 TB SAN/NAS storage) at four locations. Work order (s) shall be on or after 1st April 2016: • Establishment and commissioning Data centre (s) with completed 2 year of successful FMS. OR • Bidder should have experience in managing Data centre (s) with minimum completed 3 years of experience in providing Facility Management Services. Note: • Bidder's in house data centres shall not be considered. • The above work orders must be executed/ implemented by the firm itself. Work should not be outsourced.	The lead bidder or consortium member should have successfully established & commissioned or providing Facility Management Services at least <del>four</del> Two projects having Data Centre (each <del>Data Centre</del> Project should have minimum 20 Physical Server and 250 TB SAN/NAS storage) at four locations. Work order (s) shall be on or after 1st April 2016: • Establishment and commissioning of project having Data centre (s) with completed 1 year of successful FMS. OR • Bidder should have experience in managing Data centre (s) with minimum completed 1 years of experience in providing Facility Management Services. Note: • Bidder's in house data centres shall not be considered. • The above work orders must be executed/ implemented by the firm itself. Work should not be outsourced.	As per revised RFP
130	M/s Inspira Enterprise India Ltd.	PDF Page No.18	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	The bidder is responsible for operationalizing the entire solution. At present more than 10,000 cameras are up and running across the Rajasthan state. Later during the FMS period, the cameras are likely to be increased up to 5000 cameras in Jaipur, 3000 cameras in Jodhpur, 2000 cameras each in other five divisional headquarters and 22,000 cameras across all districts by December 2024.	Pls. Clarify, whether bidder has to procure Camera licenses or it will be made available by RISL as & when required.	As per RFP
131	M/s Inspira Enterprise India Ltd.	PDF Page No. 21	Maintenance of existing items handed over by RISL/GoR to selected bidder:	GoR/ RISL shall handover the existing items to SI and SI has to inspect the items and submit the report along with acceptance of the items (in working condition) within 30 days. If the report is not submitted with in stipulated time, it will be considered as deemed acceptance of all items	Request to allow minimum 90 days to inspect the entire inventory. Timeline of 30 days is very less taking care size of inventory & its spread across the state of Rajasthan.	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				handed over to SI.		
132	M/s Inspira Enterprise India Ltd.	PDF Page No. 38	12) Project Deliverables, Milestones & Time Schedule	O & M for 5 years: F+ 5 years. F is the date which will be mentioned in the Work Order is given by department/ tendering authority.	Request to allow minimum 90 days to start the project from the date of work order. On boarding the resources & procuring the required back to back support from respective OEM is very time consuming activity & it will not possible for bidder if shorter timeline will be given to start the project.	As per RFP
133	M/s Inspira Enterprise India Ltd.	PDF Page No. 89	ANNEXURE-1: BILL OF MATERIAL (BoM)	Maintenance & support as per scope of work of following items required to be taken from respective OEM for 5 Year	There will be 2 scenarios in this case: Pls. Clarify against each scenario: 1. What to do if 5 Year back to back support is not available from respective OEM.  2. If OEM back to back support is available for partial period only not available for entire project duration i.e. 5 Year. Since this is purely FMS & AMC project. Any CAPEX is required it should be in account of RISL not with bidder.	As per RFP
134	M/s Inspira Enterprise India Ltd.	PDF Page No. 79	Manpower availability service levels	The manpower deployed by SI for carrying out and providing FMS services shall necessarily be on direct payroll of the bidder organization and should not be outsourced / subcontracted in any circumstances except for the following manpower category:  1. Help Desk Support Staff 2. Electrical Assistant 3. Housekeeping	The manpower deployed by SI for carrying out and providing FMS services shall necessarily be on direct payroll of the bidder organization and should not be outsourced / subcontracted in any circumstances except for the following manpower category:  1. Help Desk Support Staff 2. Electrical Assistant 3. Housekeeping 4. Driver 5. Support/Maintenance Engineer at 7 Divisional HQ & 26 District	Please refer revised RFP
135	M/s Inspira Enterprise India Ltd.	PDF Page No. 101	ANNEXURE-8: MANUFACTURER'S AUTHORIZATION FORM (MAF) {to be filled by the OEMs}	We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Sale within next six months from the date of bid submission.	Kindly remove this line from MAF format	As per revised RFP
136	M/s Inspira Enterprise India Ltd.		Additional Query	For Annexure-1: Back to back OEM support is required for 5 Year.	Pls. clarify OEM support certificate required Annually or 5 Year upfront at the time of project kick off. It is recommended to ask for Annual support certificate.	As per RFP
137	M/s Inspira Enterprise India Ltd.		Additional Query	If any Hardware declared End of support before start of the project, who will bear the cost of new procurement	Pls. Clarify	As per RFP
138	M/s Mahindra Defence Systems Limited ( MDSL)	Volume-I , Page- 14	3. PRE-QUALIFICATION/ ELIGIBILITY	Average Annual Turnover of the bidder from IT/ ITeS during the last three financial years, i.e., 2019-2020, 2020-2021 and 2021-2022 (as per the	Average Annual Turnover of the bidder from IT/ ITeS during the last three financial years, i.e., 2019-2020, 2020-2021 and 2021-2022 (as per the last published audited balance sheets),	Please refer revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
			CRITERIA 2. Financial: Turnover from IT/ ITeS	last published audited balance sheets), should be at least Rs.500 Crores.In case of consortium, at least 50% of the turnover criteria shall be met by the Lead Bidder and the remaining may be fulfilled by the other consortium partner.	should be at least Rs.500 400 Crores.In case of consortium, at least 50% of the turnover criteria shall be met by the Lead Bidder and the remaining may be fulfilled by the other consortium partner.	
139	M/s Mahindra Defence Systems Limited ( MDSL)	Volume-I , Page- 20	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	Other Rooms: There are few other rooms in the command and control centre premises which are equipped with IT and non-it equipment. Bidder has to deploy new IT hardware and also to maintain existing non-IT infrastructure for a period of next 5 years after Go-Live.	Other Rooms: There are few other rooms in the command and control centre premises which are equipped with IT and non-it equipment. Bidder has to deploy new IT hardware and also to maintain existing non-IT infrastructure for a period of next 5 years after Go-Live. As per our understanding, bidder has to deploy new IT hardware as per BOM mentioned in the RFP, kindly confirm.	Please refer revised RFP
140	M/s Mahindra Defence Systems Limited ( MDSL)	Volume-I , Page- 47	15) Evaluation & Tabulation of Financial Bids	f) the offers Shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order. In case quality is also a criterion and the combined score of technical and financial evaluation is considered;	Please elaborate on how the parameter of quality will be measured during the evaluation.	Please refer revised RFP
141	M/s Mahindra Defence Systems Limited ( MDSL)	Volume-I, Page- 47 & 48	15) Evaluation & Tabulation of Financial Bids	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. h) The members of bids evaluation committee Shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.	Please elaborate on how the parameters of most advantageous bid will be decided.	Please refer revised RFP
142	M/s Mahindra Defence Systems Limited ( MDSL)	Volume-1, Page 18; Point 13	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	Bidder need to ensure that OEM based product (Qognify and CCC) onsite manpower need to deploy in Jaipur and Jodhpur within same timeline defined for manpower deployment for the bidder.	Onsite manpower only for Qognify/CCC need to deploy or for Intergraph product is also required. Please clarify if onsite manpower is required from OEM or bidder.	Please refer revised RFP
143	M/s Mahindra Defence Systems Limited ( MDSL)	Volume-1, Page 18; Point 15	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	The bidder is responsible for operationalizing the entire solution. At present more than 10,000 cameras are up and running across the Rajasthan state. Later during the FMS period, the cameras are likely to be increased up to 5000 cameras in Jaipur, 3000 cameras in Jodhpur, 2000 cameras	We understand that bidder has to supply/upgrade minimum 40,000 VMS licenses from day 1, kindly clarify.	Please refer revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				each in other five divisional headquarters and 22,000 cameras across all districts by December 2024.		
144	M/s Mahindra Defence Systems Limited ( MDSL)	Page 21 Point 3 (i)	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	i. GoR/ RISL shall handover the existing items to SI and SI has to inspect the items and submit the report along with acceptance of the items (in working condition) within 30 days. If the report is not submitted within stipulated time, it will be considered as deemed acceptance of all items handed over to SI.	Please clarify if 30 days start from LOI or specific date will be mentioned in work order.	Please refer revised RFP
145	M/s Mahindra Defence Systems Limited ( MDSL)	Page 23 Point 7	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	RISL has established data centre and command and control centre and handed over to existing MSI. Selected bidder has to maintain complete IT & non-IT infrastructure for next 5 years in terms of Civil work and Electrical work including lightening in 7 divisions and associated districts under CCC project. The work executed at three places viz (i) City Command and Control Centre which comprises of Dial 100 Control Room, Data Centre, Video Surveillance Room , other rooms and OIC Room etc. (ii) Bharat Nirman Rajiv Seva Kendra which comprises of Data Centre, Power/UPS Room and FMS/NOC Room (iii) All 26 District Control Rooms comprises of monitoring workstations, Power/UPS Room & VMS clients	Please elaborate the Civil work required. Will it includes interior, painting work etc. And specify the sqft area of every district control room	As per RFP
146	M/s Mahindra Defence Systems Limited ( MDSL)	Page 23 Point 9	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	The SI provide Facility Management Services (FMS) for implementation phase as well as Operations & Maintenance phase for command and control centre including day-to- day operations of data centre Items/services for entire project period of five years.	Please clarify the duration of Implementation phase	As per revised RFP
147	M/s Mahindra Defence Systems Limited ( MDSL)	Page 25 Point V (iii)	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	i. Replacement/repair of OFC/UTP/Power cables & connectors/ ports/ equipment on entire laying route.	Please clarify whether SI needs to maintain OFC installed within control Rooms only or in the field as well.	As per revised RFP
148	M/s Mahindra Defence Systems Limited ( MDSL)	Page 26 Point VI	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	a. Maintenance and management of physical link established between data centre and video surveillance room, dial 100 control room, FMS/NOC room, ITMS room and forensic investigation room over OFC.	Please clarify whether SI needs to maintain OFC installed within control Rooms only or in the field as well.	As per revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
149	M/s Mahindra Defence Systems Limited ( MDSL)	Page 38 Project deliverables	4. SCOPE OF WORK, DELIVERABLES & TIMELINES 12) Project deliverables, milestones & time schedule	O&M F+5 Years Note: F is the date which will be mentioned in the Work Order is given by department/ tendering authority.	How many days will be given to successful bidder to deploy required manpower in the RFP.	As per RFP
150	M/s Mahindra Defence Systems Limited ( MDSL)	Page 21 Point 3 (i)	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	"x) Two Field teams (as a unit) having with one vehicle fitted with hydraulic lift, driver, electrician and two support staff in each field team at each Jaipur & Jodhpur in each shift. Xi) One Field team (as a unit) having with one vehicle fitted with hydraulic lift, driver, electrician and two support staff in each field team at each Divisional Head Quarters (except Jaipur & Jodhpur) in each shift."	Mentioned manpower and vehicle with fuel cost is not asked in BoQ, please add.	As per revised RFP
151	M/s Mahindra Defence Systems Limited ( MDSL)	Page 82 Point 16	Annexure-A Minimum Manpower Resource Table (for each city)	Driver - 3 nos.	3 nos. drivers (in each city) are asked in Annexure-A whereas same is missing in BOQ, kindly clarify	Please refer revised RFP
152	M/s Mahindra Defence Systems Limited ( MDSL)	Page 89	ANNEXURE-1: BILL OF MATERIAL (BoM) Annexure-B (Maintenance & support as per scope of work of following items required to be taken from respective OEM)	Important points: Selected bidder has to upgrade (whenever required) the existing system without hampering the running service	OEM product upgrade/support involves huge Capex cost whereas there is no payment line item for Capex. Kindly consider payment milestone for Capex as well.	As per RFP
153	M/s Mahindra Defence Systems Limited ( MDSL)	Page 93	ANNEXURE-1: BILL OF MATERIAL (BoM) Annexure-B (Maintenance & support as per scope of work of following items required to be taken from respective OEM)	Important points: Selected bidder has to replace all 482 nos. Chairs delivered at all Command Control centre and additional 200 chairs at seven DHQ.	Procurement of new chairs involves Capex cost whereas there is no payment line item for Capex. Kindly consider payment milestone for new chairs as well.	Please refer revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
154	M/s Mahindra Defence Systems Limited ( MDSL)	Page 82 Point 16	Annexure-A Minimum Manpower Resource Table (for each city)	Various resources with different skill set	Manpower asked in the RFP is for particular shifts, no contingency is planned. We request department to consider few resources to cater the contingency and provide the revised requirement of resources. This is to keep all bidders at same platform while proposing the total manpower.	As per RFP
155	M/s Mahindra Defence Systems Limited ( MDSL)	Page 26	VI. Network Management Services	Maintenance and management of physical link established between data centre and video surveillance room, dial 100 control room, FMS/NOC room, ITMS room and forensic investigation room over OFC	The existing physical link between DC to CCC, ITMS room over OFC is currently managed and maintained by RSWAN / SecLAN, hence it should not be included in the bidders scope.	As per revised RFP
156	M/s Mahindra Defence Systems Limited ( MDSL)	89	ANNEXURE-1: BILL OF MATERIAL (BoM)	Maintenance & support as per scope of work of following items required to be taken from respective OEM	We request you to amend the clause as below so that other OEMs can also participate in the bid and the best solution can be proposed as per latest technology: "Maintenance & support as per scope of work of following items required to be taken from respective OEM / other OEMs can propose new system which should be technically complied. "	As per RFP
157	M/s Mahindra Defence Systems Limited ( MDSL)	203	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	9. Language Support: VMS software shall be able to provide Standard Operating Procedures to operators in both English and Hindi Language	The clause is propriety to single OEM. Request you to amend the clause as below for a healthier competition and maximum OEMs can participate: VMS software shall be able to provide <del>Standard Operating Procedures</del> incident reporting to operators in both English Language and Hindi Language.	As per RFP
158	M/s Mahindra Defence Systems Limited ( MDSL)	203	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	10. Automatic Transfer of incidents: VMS has the capability to define incidents & cases and automatically transfer them for archival purpose.	As per latest technology and current market requirement, Incident reporting tool must be part of VMS Software. So, request you to amend the clause as below for better functionality: "VMS has the capability to define incidents & cases and automatically encrypt and save them in a dedicated storage for unlimited period. <del>transfer them for archival purpose.</del> An Incident report plugin is a tool for a formal recording of the facts related to an incident.The VMS should support inbuilt features of Incident Reporting setting to export Incident reports, Images and video clips. i) The retention time for Data should be unlimited, and it should export in a dedicated storage drive so that incase storage is burnt/damage/corrupt, we can keep the incident report data safe in dedicated storage of incident report. ii) Incident Reporting settings should minimum fields like Company Information like Company Name, Company address, Company Logo, REporting Numbering, Fields Info.	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
					Reporting numbering – Incident Reporting Numbering details iii) The VMS should have inbuilt feature for adding evidence to the incident report by add images, video clips and camera audit reports as evidence."	
159	M/s Mahindra Defence Systems Limited ( MDSL)		Item No 41 : Video Management Software (ONVIF Profile S Compliant)	Resource Optimization: • Multicasting • Multi-streaming • Video Compression (Shall Support H.264 and MPEG-4)	Request you to amend the clause as below for better functionality: • Multicasting • Multi-streaming • ThruCast streaming methodology: With the help of feature ThruCast we can directly stream video from camera. • Video Compression (Shall Support H.264 and MPEG-4) and latest compression techniques H.265 and H.265+ for reducing storage and bandwidth requirement.	As per RFP
160	M/s Mahindra Defence Systems Limited ( MDSL)	204	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	17. Standard: ONVIF Profile S Compliant	Request you to amend the clause as below for better functionality: "ONVIF Profile S, G & T Compliant and OEM should have Contributor/ full level member as per ONVIF website. Relevant certificate should be submitted."	As per RFP
161	M/s Mahindra Defence Systems Limited ( MDSL)	204	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	20. Centralized Alarm Management: The VMS shall support a central alarm management and monitoring function, providing an alarm/event queue where all incoming events are on display. The alarm queue shall provide, but not limited to, the following information: • Alarm date and time • Alarm status • Current alarm condition • Detector/input name/address • Alarm location • Message priority • Operator who is working on the alarm/event when it was acknowledged. The alert handling framework provide following functionality: • Able to handle alerts from video analytics applications, media servers and external devices. • Able to receive alerts from external systems (such as external I/O) or software applications, e.g. Tress passing etc.	The clause have some propriety specs of a single OEM. Request you to amend the clause as below to make it a fair competition: The VMS shall support a central alarm management and monitoring function, providing an alarm/event queue where all incoming events are on display. The alarm queue shall provide, but not limited to, the following information: • Alarm date and time • Alarm status • Current alarm condition • Detector/input name/address • Alarm location • Message priority • Operator who is working on the alarm/event when it was acknowledged The alert handling framework provide following functionality: • Able to handle alerts from video analytics applications, media servers and external devices. • Able to receive alerts from external systems (such as external I/O) or software applications, e.g. Tress passing etc. • Tracking of action taken on alert	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				<ul style="list-style-type: none"> <li>• Tracking of action taken on alert</li> <li>• Escalation of alert, in case action not taken by the operator within a user-defined period. The alarm management shall be able to acknowledge alarm automatically or manually.</li> <li>• Alerts can also be distributed to registered recipient only using GSM communication, in case the usual internet connectivity is not available.</li> <li>• Able to send alerts through emails</li> <li>• Any operator can redirect the alerts to any other operator, if required. It should allow pass the specifically arms to specified users rather than sending all alarms to every user.</li> <li>• It should provide the facility to assign the priority level to different alarms.</li> <li>• Support for multiple Alarm pop up monitors</li> <li>• Able to add comments to alarms.</li> </ul>	<ul style="list-style-type: none"> <li>• <del>Escalation of alert, in case action not taken by the operator within a user defined period.</del> The alarm management shall be able to acknowledge alarm automatically or manually.</li> <li>• <del>Alerts can also be distributed to registered recipient only using GSM communication, in case the usual internet connectivity is not available.</del></li> <li>• Able to send alerts through emails</li> <li>• <del>Any operator can redirect the alerts to any other operator, if required. It should allow pass the specifically arms to specified users rather than sending all alarms to every user.</del></li> <li>• It should provide the facility to assign the priority level to different alarms.</li> <li>• Support for multiple Alarm pop up monitors</li> <li>• Able to add comments to alarms.</li> </ul>	
162	M/s Mahindra Defence Systems Limited ( MDSL)	205	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	<p>24. Motion Detection: The VMS system shall offer the capability of video Motion detection recording. Software shall be able to store video prior to the detection of the motion with using the pre-alarm buffer feature of the camera.</p>	<p>Request you to amend the clause as below for better functionality: "The VMS system shall offer the capability of video Motion detection recording. Software shall be able to store video prior and post up to 60 minutes to the detection of the motion with using the pre-alarm buffer feature of the camera. VMS should support 3 motion detection methods - Comparative, Adaptive and Hermeneutic for adverse conditions. "</p>	As per RFP
163	M/s Mahindra Defence Systems Limited ( MDSL)	206	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	<p>33.Mobile client: The VMS software shall provide a purpose-built mobile application capable Of viewing multiple simultaneous live video streams and playing a recorded video stream. Application shall be provided for windows, IOS and Android operating systems. Mobile application to provide alerts</p>	<p>Request you to amend the clauae as below for better functionality: "The VMS software shall provide a purpose-built mobile application capable Of viewing multiple simultaneous live video streams and playing a recorded video stream. Application shall be provided for windows, IOS and Android operating systems. Mobile application to provide alerts to field staff as per requirement to live preview alert shown to user if user have been given access. Min 100 mobile client will be required."</p>	As per RFP
164	M/s Mahindra Defence Systems Limited ( MDSL)	206	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	<p>34. Data Safety: The VMS server shall not decode video for the Purpose of repacking it for transmission to clients.</p>	<p>Now a days data security is a major concern in IT Sector. For keeping data security in mind, there are some encryption Algorithms in industary standard which VMS OEM must have complied. So, request you to amend the clauae as below for data security: "The VMS server shall not decode video for the Purpose of</p>	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
					repacking it for transmission to clients. The software should comply that all client to server and server to server communications and encryption during export are compressed and encrypted and connection specific key should be 256-bit AES and data encryption should be 256-bit AES. VMS software should have the Encryption algorithm of 4096-bit RSA and hashing of SHA -384 from 3rd party DigiCert trusted G4for tamper proof data. The exported video should be saved in Secure Export Format for secure non tamper file system with Password key which can be set to 24 Characters. The Client application should support dual password mode for each user."	
165	M/s Mahindra Defence Systems Limited ( MDSL)	2070	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	<p>47. Export: The VMS software shall provide the option of Exporting the file in the following formats: 1)Stand alone Exe(*.exe)–includes an executable player with the video and audio data 2)AVI File (*.avi)–a multi media container format 3) MKV File(*.mkv)–a format to play HD video files./ WMV file(*.wmv) VMS shall allow the users to download multiple segments of the video from the archive to a video cart.</p>	<p>As per current market scenerio, there are some more video file formats available which VMS OEM must support in data exporting. So, request you to amend the clause as below for better functionality: "The VMS software shall provide the option of Exporting the file in the following formats: 1)Stand alone Exe(*.exe)–includes an executable player with the video and audio data 2)AVI File (*.avi)–a multi media container format 3) MKV File(*.mkv)–a format to play HD video files./ WMV file(*.wmv) 4) MP4 file-a format to play video files 5) Secured export format- a format with password protected video file. The VMS shall provide file export tool for 1. export of single frame of video in BMP, GIF, TIF, JPG and PNG formats and 2. export of video files in Secure export format, Secured export format with password, ASF, AVI, MP4 and MKV format. VMS shall allow the users to download multiple segments of the video from the archive to a video cart.User also able to see the storyboard feature in the VMS creating authentic video export material for law enforcement authorities - With Storyboard, it is possible to create a movie-like video export that makes it extremely easy for the recipient of the clip to view and understand instantly and accurately the chain of events. Bookmarks can be exported to a storyboard."</p>	As per RFP
166	M/s Mahindra Defence Systems	208	Item No 41 : Video Management Software	50. Integrated Video Analytics: Video Analytics engine may be native to VMS	Request you to amend the clause for easy integration: "Video Analytics engine may be native to VMS engine for	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
	Limited ( MDSL)		(ONVIF Profile S Compliant)	engine for seamless functioning. or shall have the possibility to integrate external Analytics systems.	seamless functioning. <del>or shall have the possibility to integrate external Analytics systems.</del> The video analytics (VA) shall be of global repute and shall be an inbuilt solution from the VMS manufacturer where the video analytics software is included in the basic VMS installation package and work as a windows service. The VA should run in the same Recorder as that of the VMS. VA license key to be part of VMS License key to avoid complexities of multiple licenses. The VA configuration shall work as an independent windows application."	
167	M/s Mahindra Defence Systems Limited ( MDSL)	208	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	57. Additional Feature for cyber-security concern	As Cyber-security is a major concern now a days because of various cyber attacks. So, as per industry standard, the VMS Application should have been tested and certified to mitigate those cyber-security attacks. So, request you to add the clause as below: 57. "The VMS Application should have undergone that Security Audit Certificate as per the OWASP Guidelines to Mitigate Cyber Security Attacks. OEM must have a valid current year OWASP Certificate for the Make and model to be supplied for this project."	As per revised RFP
168	M/s Mahindra Defence Systems Limited ( MDSL)	209	Item No 42 : Video Analytics-I	7. Should provide following functionalities for alerts • Setting up and configuration of alerts by authorized user • Storing and retrieving alert definitions for reconfiguration • Annotate and archival of alerts • Searching of alerts based on string and comments entered by user on alerts • Setting up of priority level for alerts • Automatic play of urgent priority alerts	Request you to amend the clause as below for better functionality: Should provide following functionalities for alerts • Setting up and configuration of alerts by authorized user • Storing and retrieving alert definitions for reconfiguration • Annotate and archival of alerts • Searching of alerts based on string and comments entered by user on alerts • Setting up of priority level for alerts • Automatic play of urgent priority alerts The VMS shall support scheduling so that that VA alarms can be enabled or disabled for a certain period of time. The VA software shall be able to run at least 4 different types of analytics in one single camera.	As per RFP
169	M/s Mahindra Defence Systems Limited ( MDSL)	213	Item No 45 : Real Time and Offline Face Recognition System	32. Backend Latent face image based forensic investigation: The proposed system should have Facial Forensic Image processing and matching	Request to delete the clause as it is favouring a single OEM.	As per RFP
170	M/s Mirasys India	89	ANNEXURE-1: BILL	Maintenance & support as per scope of work of	We request you to amend the clause as below so that other	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
	Pvt. Ltd.		OF MATERIAL (BoM)	following items required to be taken from respective OEM	OEMs can also participate in the bid and the best solution can be proposed as per latest technology: "Maintenance & support as per scope of work of following items required to be taken from respective OEM / other OEMs can propose new system which should be technically complied. "	
171	M/s Mirasys India Pvt. Ltd.	203	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	9. Language Support: VMS software shall be able to provide Standard Operating Procedures to operators in both English and Hindi Language	The clause is propriety to single OEM. Request you to amend the clause as below for a healthier competition and maximum OEMs can participate: VMS software shall be able to provide <del>Standard Operating Procedures</del> incident reporting to operators in both English Language and Hindi Language.	As per RFP
172	M/s Mirasys India Pvt. Ltd.	203	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	10. Automatic Transfer of incidents: VMS has the capability to define incidents & cases and automatically transfer them for archival purpose.	As per latest technology and current market requirement, Incident reporting tool must be part of VMS Software. So, request you to amend the clause as below for better functionality: "VMS has the capability to define incidents & cases and automatically encrypt and save them in a dedicated storage for unlimited period. <del>transfer them for archival purpose.</del> An Incident report plugin is a tool for a formal recording of the facts related to an incident.The VMS should support inbuilt features of Incident Reporting setting to export Incident reports, Images and video clips. i) The retention time for Data should be unlimited, and it should export in a dedicated storage drive so that incase storage is burnt/damage/corrupt, we can keep the incident report data safe in dedicated storage of incident report. ii) Incident Reporting settings should minimum fields like Company Information like Company Name, Company address, Company Logo, REporting Numbering, Fields Info. Reporting numbering – Incident Reporting Numbering details iii) The VMS should have inbuilt feature for adding evidence to the incident report by add images, video clips and camera audit reports as evidence."	As per RFP
173	M/s Mirasys India Pvt. Ltd.		Item No 41 : Video Management Software (ONVIF Profile S Compliant)	Resource Optimization: • Multicasting • Multi-streaming • Video Compression (Shall Support H.264 and MPEG-4)	Request you to amend the clause as below for better functionality: • Multicasting • Multi-streaming • ThruCast streaming methodology: With the help of feature ThruCast we can directly stream video from camera. • Video Compression (Shall Support H.264 and MPEG-4) and	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
					latest compression techniques H.265 and H.265+ for reducing storage and bandwidth requirement.	
174	M/s Mirasys India Pvt. Ltd.	204	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	17. Standard: ONVIF Profile S Compliant	Request you to amend the clause as below for better functionality: "ONVIF Profile S, G & T Compliant and OEM should have Contributor/ full level member as per ONVIF website. Relevant certificate should be submitted."	As per RFP
175	M/s Mirasys India Pvt. Ltd.	204	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	<p>20. Centralized Alarm Management: The VMS shall support a central alarm management and monitoring function, providing an alarm/event queue where all incoming events are on display. The alarm queue shall provide, but not limited to, the following information:</p> <ul style="list-style-type: none"> <li>• Alarm date and time</li> <li>• Alarm status</li> <li>• Current alarm condition</li> <li>• Detector/input name/address</li> <li>• Alarm location</li> <li>• Message priority</li> <li>• Operator who is working on the alarm/event when it was acknowledged.</li> </ul> <p>The alert handling framework provide following functionality:</p> <ul style="list-style-type: none"> <li>• Able to handle alerts from video analytics applications, media servers and external devices.</li> <li>• Able to receive alerts from external systems (such as external I/O) or software applications, e.g. Tress passing etc.</li> <li>• Tracking of action taken on alert</li> <li>• Escalation of alert, in case action not taken by the operator within a user-defined period. The alarm management shall be able to acknowledge alarm automatically or manually.</li> <li>• Alerts can also be distributed to registered recipient only using GSM communication, in case the usual internet connectivity is not available.</li> <li>• Able to send alerts through emails</li> <li>• Any operator can redirect the alerts to any other operator, if required. It should allow pass the</li> </ul>	<p>The clause have some proprietry specs of a single OEM. Request you to amend the clause as below to make it a fair competition: The VMS shall support a central alarm management and monitoring function, providing an alarm/event queue where all incoming events are on display. The alarm queue shall provide, but not limited to, the following information:</p> <ul style="list-style-type: none"> <li>• Alarm date and time</li> <li>• Alarm status</li> <li>• Current alarm condition</li> <li>• Detector/input name/address</li> <li>• Alarm location</li> <li>• Message priority</li> <li>• Operator who is working on the alarm/event when it was acknowledged</li> </ul> <p>The alert handling framework provide following functionality:</p> <ul style="list-style-type: none"> <li>• Able to handle alerts from video analytics applications, media servers and external devices.</li> <li>• Able to receive alerts from external systems (such as external I/O) or software applications, e.g. Tress passing etc.</li> <li>• Tracking of action taken on alert</li> <li>• <del>Escalation of alert, in case action not taken by the operator within a user-defined period.</del> The alarm management shall be able to acknowledge alarm automatically or manually.</li> <li>• <del>Alerts can also be distributed to registered recipient only using GSM communication, in case the usual internet connectivity is not available.</del></li> <li>• Able to send alerts through emails</li> <li>• <del>Any operator can redirect the alerts to any other operator, if required. It should allow pass the specifically arms to specified users rather than sending all alarms to every user.</del></li> <li>• It should provide the facility to assign the priority level to</li> </ul>	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				specifically arms to specified users rather than sending all alarms to every user. <ul style="list-style-type: none"> <li>• It should provide the facility to assign the priority level to different alarms.</li> <li>• Support for multiple Alarm pop up monitors</li> <li>• Able to add comments to alarms.</li> </ul>	different alarms. <ul style="list-style-type: none"> <li>• Support for multiple Alarm pop up monitors</li> <li>• Able to add comments to alarms.</li> </ul>	
176	M/s Mirasys India Pvt. Ltd.	205	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	24. Motion Detection: The VMS system shall offer the capability of video Motion detection recording. Software shall be able to store video prior to the detection of the motion with using the pre-alarm buffer feature of the camera.	Request you to amend the clause as below for better functionality: "The VMS system shall offer the capability of video Motion detection recording. Software shall be able to store video prior and post up to 60 minutes to the detection of the motion with using the pre-alarm buffer feature of the camera. VMS should support 3 motion detection methods - Comparative, Adaptive and Hermeneutic for adverse conditions. "	As per RFP
177	M/s Mirasys India Pvt. Ltd.	206	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	33.Mobile client: The VMS software shall provide a purpose-built mobile application capable Of viewing multiple simultaneous live video streams and playing a recorded video stream. Application shall be provided for windows, IOS and Android operating systems. Mobile application to provide alerts	Request you to amend the clauae as below for better functionality: "The VMS software shall provide a purpose-built mobile application capable Of viewing multiple simultaneous live video streams and playing a recorded video stream. Application shall be provided for windows, IOS and Android operating systems. Mobile application to provide alerts to field staff as per requirement to live preview alert shown to user if user have been given access. Min 100 mobile client will be required."	As per RFP
178	M/s Mirasys India Pvt. Ltd.	206	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	34. Data Safety: The VMS server shall not decode video for the Purpose of repacking it for transmission to clients.	Now a days data security is a major concern in IT Sector. For keeping data security in mind, there are some encryption Algorithms in industary standard which VMS OEM must have complied. So, request you to amend the clauae as below for data security: "The VMS server shall not decode video for the Purpose of repacking it for transmission to clients. The software should comply that all client to server and server to server communications and encryption during export are compressed and encrypted and connection specific key should be 256-bit AES and data encryption should be 256-bit AES. VMS software should have the Encryption algorithm of 4096-bit RSA and hashing of SHA -384 from 3rd party DigiCert trusted G4for tamper proof data. The exported video should be saved in Secure Export Format for secure non tamper file system with Password key which can be set to 24 Characters. The Client application should support dual password mode for each user."	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
179	M/s Mirasys India Pvt. Ltd.	207	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	<p>47. Export: The VMS software shall provide the option of Exporting the file in the following formats: 1) Stand alone Exe(*.exe)–includes an executable player with the video and audio data 2) AVI File (*.avi)–a multi media container format 3) MKV File(*.mkv)–a format to play HD video files./ WMV file(*.wmv) VMS shall allow the users to download multiple segments of the video from the archive to a video cart.</p>	<p>As per current market scenerio, there are some more video file formats available which VMS OEM must support in data exporting. So, request you to amend the clause as below for better functionality: "The VMS software shall provide the option of Exporting the file in the following formats: 1) Stand alone Exe(*.exe)–includes an executable player with the video and audio data 2) AVI File (*.avi)–a multi media container format 3) MKV File(*.mkv)–a format to play HD video files./ WMV file(*.wmv) 4) MP4 file-a format to play video files 5) Secured export format- a format with password protected video file. The VMS shall provide file export tool for 1. export of single frame of video in BMP, GIF, TIF, JPG and PNG formats and 2. export of video files in Secure export format, Secured export format with password, ASF, AVI, MP4 and MKV format. VMS shall allow the users to download multiple segments of the video from the archive to a video cart. User also able to see the storyboard feature in the VMS creating authentic video export material for law enforcement authorities - With Storyboard, it is possible to create a movie-like video export that makes it extremely easy for the recipient of the clip to view and understand instantly and accurately the chain of events. Bookmarks can be exported to a storyboard."</p>	As per RFP
180	M/s Mirasys India Pvt. Ltd.	208	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	<p>50. Integrated Video Analytics: Video Analytics engine may be native to VMS engine for seamless functioning. or shall have the possibility to integrate external Analytics systems.</p>	<p>Request you to amend the clause for easy integration: "Video Analytics engine may be native to VMS engine for seamless functioning. <del>or shall have the possibility to integrate external Analytics systems.</del> The video analytics (VA) shall be of global repute and shall be an inbuilt solution from the VMS manufacturer where the video analytics software is included in the basic VMS installation package and work as a windows service. The VA should run in the same Recorder as that of the VMS. VA license key to be part of VMS License key to avoid complexities of multiple licenses. The VA configuration shall work as an independent windows application."</p>	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
181	M/s Mirasys India Pvt. Ltd.	208	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	57. Additional Feature for cyber-security concern	As Cyber-security is a major concern now a days because of various cyber attacks. So, as per industry standard, the VMS Application should have been tested and certified to mitigate those cyber-security attacks. So, request you to add the clause as below: 57. "The VMS Application should have undergone that Security Audit Certificate as per the OWASP Guidelines to Mitigate Cyber Security Attacks. OEM must have a valid current year OWASP Certificate for the Make and model to be supplied for this project."	As per revised RFP
182	M/s Mirasys India Pvt. Ltd.	209	Item No 42 : Video Analytics-I	7. Should provide following functionalities for alerts <ul style="list-style-type: none"> <li>• Setting up and configuration of alerts by authorized user</li> <li>• Storing and retrieving alert definitions for reconfiguration</li> <li>• Annotate and archival of alerts</li> <li>• Searching of alerts based on string and comments entered by user on alerts</li> <li>• Setting up of priority level for alerts</li> <li>• Automatic play of urgent priority alerts</li> </ul>	Request you to amend the clause as below for better functionality: Should provide following functionalities for alerts <ul style="list-style-type: none"> <li>• Setting up and configuration of alerts by authorized user</li> <li>• Storing and retrieving alert definitions for reconfiguration</li> <li>• Annotate and archival of alerts</li> <li>• Searching of alerts based on string and comments entered by user on alerts</li> <li>• Setting up of priority level for alerts</li> <li>• Automatic play of urgent priority alerts</li> </ul> The VMS shall support scheduling so that that VA alarms can be enabled or disabled for a certain period of time. The VA software shall be able to run at least 4 different types of analytics in one single camera.	As per RFP
183	M/s Mirasys India Pvt. Ltd.	213	Item No 45 : Real Time and Offline Face Recognition System	32. Backend Latent face image based forensic investigation: The proposed system should have Facial Forensic Image processing and matching	Request to delete the clause as it is favouring a single OEM.	As per RFP
184	M/s Pace Digitek	14	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA 1.1, Page 14	The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956	<b>Amendment:</b> <b><i>Consortium is also allowed. The consortium shall not consist of more than 3 companies/corporations(L+2) and shall be formed under a duly stamped consortium agreement. (Attach Proof). In a consortium, one of the partners shall be designated as a "Lead Partner". Members of the consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire project. In case of any issues, Lead Partner shall be responsible for all the penalties. A bidder cannot be partner in more than one consortium.</i></b>	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				<p>OR A partnership firm registered under Indian Partnership Act, 1932.</p> <p>OR Consortium is also allowed. The consortium shall not consist of more than two companies/corporations and shall be formed under a duly stamped consortium agreement. (Attach Proof). In a consortium, one of the partners shall be designated as a "Lead Partner". Both member of the consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire project. In case of any issues, Lead Partner shall be responsible for all the penalties. A bidder cannot be partner in more than one consortium.</p>	<p><b>Justification:</b> Since this is a large project with scope and magnitude, consortium of L+2 should be permitted in order to execute the project and undertake the AMC with clear set of roles and responsibilities.</p>	
185	M/s Pace Digitek	14	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA 1.2 - Financial: Turnover from IT/ ITeS, Page 14	<p>Average Annual Turnover of the bidder from IT/ ITeS during the last three financial years, i.e., 2019-2020, 2020-2021 and 2021-2022 (as per the last published audited balance sheets), should be at least Rs.500 Crores. In case of consortium, at least 50% of the turnover criteria shall be met by the Lead Bidder and the remaining may be fulfilled by the other consortium partner.</p>	<p><b>Amendment:</b> <i>Average Annual Turnover of the bidder from IT/ ITeS/Telecom during the last three financial years, i.e., 2019-2020, 2020-2021 and 2021-2022 (as per the last published audited balance sheets), should be at least Rs.300 Crores. In case of consortium, at least 50% of the turnover criteria shall be met by the Lead Bidder and the remaining may be fulfilled by the other consortium partner.</i></p> <p><b>Justification:</b> The above inclusion/relaxation will permit experienced and successful bidders to participate in the tender and benefit authorities with competitive proposal for execution of this scale and scope. Hence request the authority to permit</p>	As per revised RFP
186	M/s Pace Digitek	15	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA 1.4 - Technical Capability - I, Page 15	<p>The lead bidder or consortium member should have successfully established &amp; commissioned or provided Facility Management services centralized at least four Command Control Centres. Work order (s) shall be on or after 1st April 2016: a) Establishment and commissioning of centralized command and control centre with completed 2 year of successful FMS.</p>	<p><b>Amendment:</b> The lead bidder or consortium member should <i>have successfully established &amp; commissioned or provided Facility Management services centralized at least two(2) Command Control Centres.</i> Work order (s) shall be on or after 1st April 2016: a) Establishment and commissioning of centralized command and control centre with completed 2 year of successful FMS.</p> <p>OR</p>	As per revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				<p>OR</p> <p>b) Bidder should have experience in managing centralized command and control centre with minimum completed 3 years of experience in providing Facility Management Services.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• Above mentioned each 4 (four) Centralized Command Control Centre means the centralized software driven application for monitoring CCTV cameras and each centre should have minimum 500 camera licenses for centralized monitoring.</li> <li>• The above work orders must be executed/implemented by the firm itself. Work should not be outsourced.</li> </ul>	<p>b) Bidder should have experience in managing centralized command and control centre with minimum completed 3 years of experience in providing Facility Management Services.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• Above mentioned each 2 (<i>two</i>) Centralized Command Control Centre means the centralized software driven application for monitoring CCTV cameras and each centre should have minimum 500 camera licenses for centralized monitoring.</li> <li>• The above work orders must be executed/implemented by the firm itself. Work should not be outsourced.</li> </ul> <p><b>Justification:</b> The above inclusion will permit experienced and successful bidders to participate in the tender and benefit authorities with competitive proposal for execution of this scale and scope. Hence request the authority to permit</p>	
187	M/s Pace Digitek	16	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA 1.7 - Certifications, Page 16	<p>The Lead bidder or consortium member must possess at the time of bidding, a valid</p> <ol style="list-style-type: none"> <li>ISO 9001:2015</li> <li>ISO 20000-1:2018</li> <li>ISO 27001:2013</li> <li>CMMI Level 5</li> </ol>	<p><b>Amendment:</b> The Lead bidder or consortium member must possess at the time of bidding, a valid</p> <ol style="list-style-type: none"> <li>ISO 9001:2015</li> <li>ISO 20000-1:2018</li> <li>ISO 27001:2013</li> <li><b><i>CMMI Level 3 or higher</i></b></li> </ol> <p><b>Justification:</b> The above inclusion will permit experienced and successful bidders to participate in the tender. Hence request the authority to permit</p>	Please refer revised RFP
188	M/s Qognify Pte. Ltd.	75	Volume No. 2 Item Number 41 Video Management Software , Sr. No. 31	<p>Web Browser Support</p> <p>All of the following should be supported—</p> <ol style="list-style-type: none"> <li>1)Internet Explorer 7 and later versions</li> <li>2)Firefox 2 and later</li> <li>3) Safari2 and later</li> <li>4) Chrome (latest version)</li> <li>5 )The web client interface shall also connect with non-Java Script browsers and shall be compliant</li> </ol>	<p>All the mentioned browsers are Old and non-supported because of security reason , we recommend that VMS shall be access via any web browser and system must give the possibility to load a custom SSL certificates to that end-users can take their own certificates to use the web client from security purpose.</p>	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				with HTML4.0(www.w3.org).		
189	M/s Qognify Pte. Ltd.	76	Volume No. 2 Item Number 41 Video Management Software, Sr. Number 47	Export. The VMS software shall provide the option of Exporting the file in the following formats: 1)Stand alone Exe(*.exe)–includes an executable player with the video and audio data 2)AVI File (*.avi)–a multi media container format 3) MKV File(*.mkv)–a format to play HD video files./ WMV file(*.wmv) VMS shall allow the users to download multiple segments of the video from the archive to a video cart.	MKV / WMV file need seperate player and having trouble in running on latest windows OS , however same HD video files can be play using native RTSP stream and play in AVI format. Hence requesting you to mentioned AVI or MKV for open format.	As per RFP
190	M/s. Larsen & Toubro Limited	Vol 104 of 311	Indicative Financial Bid Format	PRICE SCHEDULE	We understand that only AMC of the given quantity & FMS is our scope of work & same needs to be quoted. If any new material is to be procured, it shall be in client scope. Kindly confirm.	As per RFP
191	M/s. Larsen & Toubro Limited	Vol 10 of 311	INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)	Notice Inviting Bid EMD - Rupees Eight Crores Only.	As per the recent Notification No. F.9/4/2020-PPD from the Ministry of Finance, we request you to kindly accept EMD declaration instead of Bank Guarantee. We would like to inform you that recent safe & smart city tenders are issued with this EMD exemption clause.	As per RFP
192	M/s. Larsen & Toubro Limited	Vol 120 of 311	ANNEXURE-12: DRAFT AGREEMENT FORMAT	5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: a) Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work - 2.5% b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work. - 5.0% c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of	We understand that only AMC of the given quantity & FMS is our scope of work & same needs to be quoted. In this case, the penalty defined for delivery and/ or installation period/ completion period shall not be applicable. Request you to delete this clause.	As per revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				work. - 7.5% d) Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work. - 10.0%		
193	M/s. Larsen & Toubro Limited	Vol 1 87 of 311	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	Penalty Capping: 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 Payment for respective quarter.	We request you to amend the clause as , "Total penalties except those defined in (C): "Manpower availability service levels" shall not be higher than <del>20%</del> 10% 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 Payment for respective quarter."	As per revised RFP
194	M/s. Larsen & Toubro Limited	Vol 1 93 of 311	ANNEXURE-1: BILL OF MATERIAL (BoM)	Important Points: • Selected bidder has to replace all 482 nos. Chairs delivered at all Command Control centre and additional 200 chairs at seven DHQ.	We understand that Chairs is required as per BoM but same is not added in the Price Schedule. Request you to kindly add the same in Price Schedule and amend the same.	Please refer revised RFP
195	M/s. Larsen & Toubro Limited	Vol 1 89 of 311	ANNEXURE-1: BILL OF MATERIAL (BoM)	Maintenance & support as per scope of work of following items required to be taken from respective OEM	We understand that bidder are required to discuss with the existing OEM and take CAMC offer from them for additional 5 years. In case bidder is not getting support from the existing OEM or OEM refuse to provide the additional CAMC for the components, in that case: 1. Bidder is free to select the new OEM and replace the existing solution 2. Cost associated in such replacement shall be paid as Capex to the bidders as they need to invest the money upfront.  Kindly confirm the same.	Please refer revised RFP
196	M/s. Larsen & Toubro Limited	Vol 1 47 of 311	15)Evaluation & Tabulation of Financial Bid	e) the evaluation Shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents Shall only be applied;	We understand that GST also shall be taken for Bid evaluation. Request you to kindly confirm the same.	As per RFP
197	M/s. Larsen & Toubro Limited	Vol 1 47 of 311	15)Evaluation & Tabulation of Financial Bid	e) the evaluation Shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents Shall only be applied;	We understand that the contractor shall be eligible for reimbursement of statutory levies post the bid submissions due to affect of change in law. Please confirm.  Hence request you to kindly add the below clause, "If after the date of signing of the Contract, if there is any change in the applicable laws which affects the Contract Period	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
					<i>or Contract Price, then the Supplier shall be entitled to due extension of time and adjustment of Contract Price to take account of such changes in laws”</i>	
198	M/s. Larsen & Toubro Limited	Vol 1 51 of 311	26) Performance Security	b) The amount of performance security shall be 2.5%, or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods and services.	We understand that Performance security required is 2.5 % of Contract value. Kindly request you to confirm.	Please refer revised RFP
199	M/s. Larsen & Toubro Limited	Vol 1 76 of 311	36) Settlement of Disputes	a) In the case of a dispute or difference arising between the Tendering authority and the successful bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the Sole arbitrator, whose decision shall be final and binding on the parties	We understand that in case of any dispute, as per The Arbitration and Conciliation Act 1996, a team of three Arbitrators shall be appointed based on the mutual consensus. Kindly confirm.	As per RFP
200	M/s. Larsen & Toubro Limited	Vol 1 76 of 311	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	1) Payment Terms and Schedule	We understand that only AMC of the given quantity & FMS is our scope of work & same needs to be quoted. For that bidder shall be paid quarterly. Kindly confirm.  For the new items to be procured (like Chair), Request you to kindly define the payment terms ad the delivery timelines for such new items to be procured.	As per RFP
201	M/s. Larsen & Toubro Limited	Vol 1 102 of 311	ANNEXURE-9: UNDERTAKING ON AUTHENTICITY OF COMPUTER EQUIPMENTS	In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost 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.	There is no Scope of Supply in this RFP. Hence this annexure is not applicable. We request you to kindly remove this clause.	As per RFP
202	M/s. Larsen & Toubro Limited	Vol 1 103 of 311	ANNEXURE-10: FINANCIAL-BID COVER LETTER & FORMAT COVER LETTER	I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document. I understand that initially the solution has been designed for 1000 cameras in Jaipur and 800 cameras each in remaining cities. Later during the FMS period, the cameras are likely to be increased by 100%.I/We understand that any additional hardware and software required to make the entire solution operational with additional cameras (up to 100% increase of	There is no Scope of Supply in this RFP. Hence this annexure is not applicable. We request you to kindly remove this clause.	Please refer revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				cameras and with minimum 15 days recording in primary storage) shall have to be provided by us.		
203	M/s. Larsen & Toubro Limited	Vol 1 30 of 311	XV. Electricity and Diesel Management	The SI responsible for Electricity and Diesel Management for the entire project period. The DG sets Shall be supplied with requisite quantity of diesel for running it for 8 hours. In case of power failure, the SI has to ensure uptime of command and control centre. DCO has to maintain register for monitoring the diesel consumption for the DG set. The register is required to be signed by the officer in-charge for the activity at the CCC.	As you would appreciate that its is very difficult for bidder's to estimate the electricity consumption since we do not have the Load details. Hence we request you to kindly pay the recurring electrcity bills directly or reimburse the same as per actuals to the bidder (Not to be included in the bid price).  We also understand that Diesel Charges for DG set shall be reimbursed as actuals.  Kindly confirm.	As per RFP
204	M/s. Larsen & Toubro Limited	Vol 1 77 of 311	I. IT and Non-IT Infrastructure service level	CCC Uptime calculated for each IT and Non-IT equipment supplied by SI >=99.75% : NA <99.75 and >=97% : For every 0.5% degradation in the uptime there will be a penalty of 1% of Agreed Quarterly Payment <97% : For every 0.5% degradation in the uptime there will be a penalty of 2% of the Agreed Quarterly payment	Since all these systems are 5 years old and its is very difficult for bidders to maintain such stringent SLA's, we request you to kindly provide some relaxation in the uptime and keep the SLA's as per the earlier RFPs of RISL: >=99% : NA <99 and >=97% : For every 0.5% degradation in the uptime there will be a penalty of 1% of Agreed Quarterly Payment <97% : For every 0.5% degradation in the uptime there will be a penalty of 2% of the Agreed Quarterly payment	As per revised RFP
205	M/s. Larsen & Toubro Limited	Vol 1 37 of 311	5. Roles & Responsibilities of Stakeholders/ SI	Maintenance of Connectivity between all rooms in CCC Maintenance of Connectivity between CCC and Bharat Nirman Rajiv Seva Kendra	There is no mention of the bandwidth for the junction. We understand that bandwidth shall be provided by the client. Kindly confirm	As per RFP
206	M/s. Larsen & Toubro Limited	Vol 1 37 of 311	5. Roles & Responsibilities of Stakeholders/ SI	Maintenance of Connectivity between all rooms in CCC Maintenance of Connectivity between CCC and Bharat Nirman Rajiv Seva Kendra	The existing bandwidth service provider shall be better position to maintain the network and rectify is any issues. Hence we request that maintenance of the connectivity should be in client scope. We request you to kindly amend the same.	As per RFP
207	M/s. Larsen & Toubro Limited	Vol 1 37 of 311	II. Security Management service levels	II. Security Management service levels	The existing bandwidth service provider shall be better position to maintain the network and rectify is any issues. Hence we request that maintenance of the connectivity should be in client scope. Hence any SLA related to the bandwidth / network connectivity shall not be in bidder scope. Kindly confirm.	As per RFP
208	M/s. Larsen & Toubro Limited	Vol 1 79 of 311	III. Manpower availability service levels	The manpower deployed by SI for carrying out and providing FMS services shall necessarily be on direct payroll of the bidder organization and should not be outsourced / subcontracted in any circumstances except for the following manpower category:	We request that the FMS manpower can be allowed to on pay roll of the Sub contractor appointed by the selected bidder.	Please refer revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				1. Help Desk Support Staff 2. Electrical Assistant 3. Housekeeping		
209	M/s. Larsen & Toubro Limited	Volume 1 Page 106 of 131	BOQ slno 26,30	ANPR license (in number of Camera) - 48 Nos. ANPR cameras - 32 Nos.	As per BoQ, we understand that there are 32 number of ANPR cameras across the system for maintenance but as per ANPR License given is 48, Kindly clarify the actual count.	Please refer revised RFP
210	M/s. Larsen & Toubro Limited	Volume 1	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	8. To store 24 hours x 7 days of video from all cameras installed in the system for at least 30 days on primary storage. Important incidents would be required to be stored for longer duration as per requirement.	We understand that bidder scope is limited to AMC. There is no scope of supply. Please confirm	As per RFP
211	M/s. Larsen & Toubro Limited	Volume 1	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	9. To integrate video feed from cameras established by various other suppliers at Airport, Bus stand, Railway station, temples, forts, malls etc. The successful bidder has to extend full support during ad hoc installation of cameras during fairs and festivals in the city. The bidder would be required to study the requirement of the such integration and submit detailed report for integration of collaborative cameras and cameras to be installed during fairs and festivals	We do not find the line item against this requirement in the BOQ. Please add the same and elaborate on the scope further	As per RFP
212	M/s. Larsen & Toubro Limited	Volume 1	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	10. The bidder need to provide, manage support for remote feed of any camera from any city should be made available on web /mobile app /MDTs to closed user group like police stations, PCR Vans, DG office, CM office etc. as and when required.	We understand from the RFP that there is no scope of software supply. Kindly elaborate on the use case in regards to AMC.	As per RFP
213	M/s. Larsen & Toubro Limited	Volume 1	CAD and Dial 100 Control Room:	The Dial 100 control room of each DHQ should be provided with four PRI lines (including 1 PRI for outbound) expandable up to 8 PRI lines as and when required without any extra cost inline hunting-single telephone number to a group of 30 channels.	There is no BOQ line item against this clause. Please add	As per RFP
214	M/s. Larsen & Toubro Limited	Volume 1	CAD and Dial 100 Control Room:	All communications in the call centre recorded for future reference.	We understand that all necessary hardware for this requirement shall be provided by the customer. Please clarify	As per RFP
215	M/s. Larsen & Toubro Limited	Volume 1	4. SCOPE OF WORK, DELIVERABLES & TIMELINES.	15. The bidder is responsible for operationalizing the entire solution. At present more than 10,000 cameras are up and running across the Rajasthan state. Later during the FMS period, the cameras are likely to be increased up to 5000 cameras in	We understand that the bidder is responsible for a AMC of total 40,000( 5K+3K+10K+22K) cameras . Please confirm.	As per revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				Jaipur, 3000 cameras in Jodhpur, 2000 cameras each in other five divisional headquarters and 22,000 cameras across all districts by December 2024.		
216	M/s. Larsen & Toubro Limited	Volume 1	10) Existing Broad Architecture of City Surveillance Project		As per the RFP we understand there is a supply of hardware and software in 7 cities but we are unable to find the same in the architecture provided in the RFP . Kindly provide the elaborated architecture	As per RFP
217	M/s. Larsen & Toubro Limited	Volume 1 Page 109 of 131	BOQ SI No. 64,65,66	Video Analytics-I camera license - 1050 Nos. Video Analytics-II camera license - 1050 Nos. Video Analytics-III user license - 35 Nos.	We request you to confirm the number of cameras for which the Video Analytics solution will be deployed and also confirm the number of video analytics use cases can be deployed per camera.	As per RFP
218	M/s. Larsen & Toubro Limited	Volume 1	Following items is required to be taken by SI for Comprehensive Annual Maintenance Contract Annexure -C		Please confirm if the bidder is supposed to procure the items from the respective OEMs only mentioned under this table.	As per revised RFP
219	M/s. Larsen & Toubro Limited	Volume 2, Page No. 72	Item No 41 : Video Management Software (ONVIF Profile S Compliant)	Redundancy:- The Video Management System shall support high availability of recording servers. A failover option would provide standby support for recording servers with automatic synchronization to ensure maximum uptime and minimum risk of lost data. Minimum required is N:1 OR N:N Redundancy.	Please confirm if the bidder is required to supply the same as part of deliverable. As per our understanding the RFP is only for the AMC portion.	As per RFP
220	M/s. Larsen & Toubro Limited	RFP Volume II Page No: 13 of 180	Item No 7 : RACK with Cooling Solution & Fire Detection/Suppression	CLOSE LOOP COOLING TECHNICAL SPECIFICATIONS : 36. Preferred make: Schneider/ Emerson/ Rittal	kindly remove the specific preferred make clause since it will be a constraint to other OEM in participation	as per RFP
221	M/s. Larsen & Toubro Limited	RFP Volume II Page No:17 of 180	Item No 7 : UPS for datacentre	37. Preferred make : APC (Schneider), Emerson, Delta	kindly remove the specific preferred make clause since it will be a constrain to other OEM in participation	as per RFP
222	M/s. Larsen & Toubro Limited	RFP Volume II Page No:20 of 180	Item No 8 : UPS for Command and Control Center	37. Preferred make : APC (Schneider), Emerson, Delta	kindly remove the specific preferred make clause since it will be a constrain to other OEM in participation	as per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
223	M/s. Larsen & Toubro Limited	RFP Volume II Page No: 64 of 180	Item No 33 : Power Panel (Main Panel, APFC Panel,AMF Panel, Sub Panel )	15. C. APFC Panel preferred make: Siemens/Schneider/Legrand	kindly remove the specific preferred make clause since it will be a constraint to other OEM in participation	as per RFP
224	M/s. Larsen & Toubro Limited	RFP Volume II Page No: 64 of 180	Item No 33 : Power Panel (Main Panel, APFC Panel,AMF Panel, Sub Panel )	16. D. Power Cables Preferred make: Polycab/Havells/Finolex	kindly remove the specific preferred make clause since it will be a constrain to other OEM in participation	as per RFP
225	M/s. Larsen & Toubro Limited	RFP Volume II Page No: 64 of 180	Item No 33 : Power Panel (Main Panel, APFC Panel,AMF Panel, Sub Panel )	18. F. VTPN/ETPN DB's preferred make: Siemens/Schneider/Legrand	kindly remove the specific preferred make clause since it will be a constrain to other OEM in participation	as per RFP
226	M/s. Larsen & Toubro Limited	RFP Volume II Page No: 65 of 180	Item No 33 : Power Panel (Main Panel, APFC Panel,AMF Panel, Sub Panel )	19. G. Electrical lighting fixtures Preferred make: Philips/Wipro/Trilux	kindly remove the specific preferred make clause since it will be a constrain to other OEM in participation	as per RFP
227	M/s. Larsen & Toubro Limited	RFP Volume II Page No: 65 of 180	Item No 33 : Power Panel (Main Panel, APFC Panel,AMF Panel, Sub Panel )	20. H. Electrical wiring , Modular accessories and conduits preferred make: Schneider/ Legrand/ Philips/ MK	kindly remove the specific preferred make clause since it will be a constrain to other OEM in participation	as per RFP
228	M/s. Larsen & Toubro Limited	RFP Volume II Page No:45 of 180	Item No 28 : Water Leakage Detection System	20. Preferred Makes: WLD Panel : C Systems/ STAR Electronics	kindly remove the specific preferred make clause since it will be a constrain to other OEM in participation	as per RFP
229	M/s. Larsen & Toubro Limited	RFP Volume II Page No: 58 of 180	Item No 32 : DG Set	25. Preferred Engine make: Cummins /Kirloskar /Volvo Preferred Alternator make: Stamford/ Kirloskar/Parkinson	kindly remove the specific preferred make clause since it will be a constrain to other OEM in participation	as per RFP
230	M/s. Larsen & Toubro Limited	RFP Volume II Page No: 115 of 180	Item No 55: Access Floor	Preferred Make: Unifloor/Legrand/Benson/ Schneider	kindly remove the specific preferred make clause since it will be a constrain to other OEM in participation	as per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
231	M/s. Larsen & Toubro Limited	RFP Volume II Page No: 153 of 180	ITEM NO 83 : UPS (10 KVA)	12. Backfeed Protection Internal, Standard	We request you to kindly remove this clause which is limited to with single make of UPS OEM	as per RFP
232	M/s. Larsen & Toubro Limited	RFP Volume II Page No: 65 of 180	Item No 34 : Comfort Air Conditioning for CCC and Atal seva Kendra-data centre	8. Preferred Make: Daikin/ Toshiba/ O General/ Mitsubishi Heavy/Hitachi	kindly remove the specific preferred make clause since it will be a constrain to other OEM in participation	as per RFP
233	M/s. Larsen & Toubro Limited	RFP Volume II Page No: 68 of 180	Item No 38 : CAT 6A – 24 Port Patch Panel	Preferred Make: Systimax (CommScope), Simon/ Nexan/ Panduit/ Legrand/ Schneider	kindly remove the specific preferred make clause since it will be a constrain to other OEM in participation	as per RFP
234	M/s. Larsen & Toubro Limited	RFP Volume II Page No: 178 of 180	Item No. 106: False Ceiling as per specification in RFP (in per Sq. Ft.)	Preferred Make : Armstrong/Fabtech/Sonex India	kindly remove the specific preferred make clause since it will be a constrain to other OEM in participation	as per RFP
235	M/s. Larsen & Toubro Limited	RFP Volume II Page No: 179 of 180	Item No. 108: Access Floor as per specification in RFP (in per Sq. Ft.)	Preferred Make : Benson/ Everest / Legrand/ Schneider/Unifloor	kindly remove the specific preferred make clause since it will be a constrain to other OEM in participation	as per RFP
236	M/s. Larsen & Toubro Limited	RFP Volume II Page No: 149 of 180	ITEM NO 79 : Junction BOX	1. Pole Mount Enclosure of size 500H x 400W x 250D	kindly remove the specific dimension mentioned for Junction Box	as per RFP
237	M/s. Larsen & Toubro Limited	General	General	General	Kindly share the City wise Location Details with Lat and Long for field maintenance	As per RFP
238	M/s. Larsen & Toubro Limited	General	General	General	Kindly share the ICCC & DC Area dimension details in city wise	As per RFP
239	M/s. Larsen & Toubro Limited	RFP Volume II Page No: 114 of 180	Item No 53: IP Telephone	Interoperability with Cisco Call Manager 8.5 or Higher	In the specifications for IP Telephone, the solution interoperability is asked with Cisco Call Manager, however in the BoM, the Make for IP Telephone is given as Avaya. Kindly clarify which OEM is currently running the existing IP telephony system.	Please refer revised RFP
240	M/s. Larsen &	RFP	Item No 52: EPABX	11. Design of EPABX System: Modular with	EPABX system with universal slots is obsolete technology,	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
	Toubro Limited	Volume II Page No: 113 of 180	System and Configuration	universal slots	while server based IP PBX system is advanced technology which supports all advanced feature and also supports all given specifications in RFP. Therefore request you to kindly amend said clause as " Design of EPABX System: Modular with universal slots or server-gateway architecture"	
241	M/s. Larsen & Toubro Limited	RFP Volume II Page No: 113 of 180	Item No 52: EPABX System and Configuration	3. Mandatory Certifications ISO 9001 Manufacturer, FCC,UL 60950/IEC 60950	We strongly recommend to make the said clause as optional, because said certifications are restricting multiple Indian OEM to participate in this RFP.	as per RFP
242	M/s. Larsen & Toubro Limited	RFP Volume II Page No: 92	Item No 49 : Central Command and Control Center software	Provide integrated Mobile Application for Android and Windows for capturing real-time information from the field response team using Mobile-Standard Operating Procedure.	As windows based mobile application is obsolete in the market, kindly revisit the mentioned clause.	as per RFP
243	M/s. Larsen & Toubro Limited	RFP Volume II Page No: 89	Item No 49 : Central Command and Control Center software	Item No 49 : Central Command and Control Center software	Kindly explain the application deployment architecture. Will the application deployed separately for each cities or in central location. Please clarify.	As per RFP
244	M/s Sterlite Technologies Limited	21	3	GoR/ RISL shall handover the existing items to SI and SI has to inspect the items and submit the report along with acceptance of the items (in working condition) within 30 days.	What will be the D0 date ? One month team will not be sufficient for acceptance the existing network. Request Authority to provide last 3 months fault/incidents logs detail at the time of D0	Please refer revised RFP
245	M/s Sterlite Technologies Limited	22	3 (iv)	iv. Selected bidder is expected to maintain sufficient inventory of these items in each city so that the problem is resolved as per SLA.	Authority requested to provide following information : Existing AMC detail, EoS, EoL detail of all the deployed equipments Serial number of all the items	As per RFP
246	M/s Sterlite Technologies Limited	22	4	adhoc requirement for installation of cameras at fairs and festivals may also be required to be undertaken by the successful bidder.	How many incidents probably will be there in a month/ year? Kindly clarify the payment mechanism for such kind of requirements of installation of poles and cameras	As per RFP
247	M/s Sterlite Technologies Limited	22	5	Bidder shall be responsible for integration of complete VMS software with Emergency response system established by MHA for all states.	Please elaborate more. What does the meaning of all states.	Please refer revised RFP
248	M/s Sterlite Technologies Limited	22	5 (i)	Providing single emergency response number across the country for women safety	Is it related to any PRI number or lease line ? Please clarify.	As per RFP
249	M/s Sterlite Technologies	23	6	Subsequently during FMS period the selected bidder may be required to provide additional	We understand that the additional training will be normal onsite training by bidder's existing manpower.	Please refer revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
	Limited			training due to change in manpower deployed at command and control centre of respective cities.		
250	M/s Sterlite Technologies Limited	28	X	IP Phone facility Shall be provided for Help Desk Services.	Should bidder consider IP phone in the bid cost ? If yes, then how many IP Phone ?	As per RFP
251	M/s Sterlite Technologies Limited	101	Annexure 8	We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Service/ Support within next five years from the date of bid submission.	This confirmation is dependent upon each existing OEM. This information will be explored once all the information of each equipment will be available with bidder and OEM's. Please suggest.	Please refer revised RFP
252	M/s Sterlite Technologies Limited	61	8	If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder Shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.	This confirmation is dependent upon each existing OEM. This information will be explored once all the information of each equipment will be available with bidder and OEM's. In any case, this cost can only be measured once discussion will happened with OEM's. Please suggest.	As per RFP
253	M/s Sterlite Technologies Limited	62	9 d)	d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder Shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.	Please suggest how many incidents will be there in a month in each city/district/division for shifting the place of installation.	As per RFP
254	M/s Sterlite Technologies Limited	21	2	x. Two Field teams (as a unit) having with one vehicle fitted with hydraulic lift, driver, electrician and two support staff in each field team at each Jaipur & Jodhpur in each shift. xi. One Field team (as a unit) having with one vehicle fitted with hydraulic lift, driver, electrician and two support staff in each field team at each Divisional Head Quarters (except Jaipur & Jodhpur) in each shift.	In this clause, field team is being mentioned with hydraulic lift, driver, electrician and two support staff. Do these resources are same resources as mentioned in the RFP/part of financial bid. Please clarify. And if yes, then the number of resources in each city are not matching with the resources number mentioned in the RFP/part of financial bid.	As per revised RFP
255	M/s Sterlite Technologies Limited	79	III	Manpower availability service levels The manpower deployed by SI for carrying out and providing FMS services shall necessarily be on direct payroll of the bidder organization and should not be outsourced / subcontracted in any circumstances except for the following manpower category:	As per this clause, very few categorised manpower are exempted from SI's direct payroll. Suggest that to give exemption for all the field maintenance team, drivers and district/divisional SPOC/lead/resources to optimize the costing.	Please refer revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				1. Help Desk Support Staff 2. Electrical Assistant 3. Housekeeping		
256	M/s Sterlite Technologies Limited	79	III	The resource requirement mentioned below is for each city. The cost of the same shall be considered separately in BoQ and shall be quoted separately by bidder in the respective row in BoQ. Annexure-A:Minimum Manpower Resource Table (for each city)	The resources mentioned in the RFP against Annexure A and Financial bid format are not matching. Aside, no relievers are mentioned in the Annexure A, hence a few more manpower may require to adhere the shift requirement. Please clarify	As per revised RFP
257	M/s Sterlite Technologies Limited	77	7 2) I	IT and Non-IT Infrastructure service levels Service description : CCC Uptime calculated for each IT and Non-IT equipment supplied by SI Target : >=99.75%	As the Non IT equipments are more vulnerable like UPS, so the CCC uptime calculation should be separate for each IT/Non-IT equipment supplied by SI. Aside, what will be the SLA of existing IT and non-IT equipments ?	As per revised RFP
258	M/s Sterlite Technologies Limited	15	4	The lead bidder or consortium member should have successfully established & commissioned or provided Facility Management services centralized at least four Command Control Centres. Work order (s) shall be on or after 1st April 2016: a) Establishment and commissioning of centralized command and control centre with completed 2 year of successful FMS. OR b) Bidder should have experience in managing centralized command and control centre with minimum completed 3 years of experience in providing Facility Management Services. Note: • Above mentioned each 4 (four) Centralized Command Control Centre means the centralized software driven application for monitoring CCTV cameras and each centre should have minimum 500 camera licenses for centralized monitoring. • The above work orders must be executed/implemented by the firm itself. Work should not be outsourced.	We request you to consider as below  The lead bidder or consortium member should have successfully established & commissioned or provided Facility Management services centralized at least <b>one</b> Command Control Centres. Work order (s) shall be on or after 1st April 2016: a) Establishment and commissioning of centralized command and control centre with completed 2 year of successful FMS. OR b) Bidder should have experience in managing centralized command and control centre with minimum completed 3 years of experience in providing Facility Management Services. Note: • Above mentioned <b>1 (one)</b> Centralized Command Control Centre means the centralized software driven application for monitoring CCTV cameras and centre should have minimum <b>250</b> camera licenses for centralized monitoring. • The above work orders must be executed/implemented by the firm itself. Work should not be outsourced.	As per revised RFP
259	M/s Sterlite Technologies Limited	15	5	The lead bidder or consortium member should have successfully established & commissioned or providing Facility Management Services at least	We request you to consider Establishment and commissioning Data centre with <b>on-going O&amp;M</b>	As per revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				<p>four Data Centre (each Data Centre should have minimum 20 Physical Server and 250 TB SAN/NAS storage) at four locations. Work order (s) shall be on or after 1st April 2016:</p> <ul style="list-style-type: none"> <li>• Establishment and commissioning Data centre (s) with completed 2 year of successful FMS.</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Bidder should have experience in managing Data centre (s) with minimum completed 3 years of experience in providing Facility Management Services.</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>• Bidder's in house data centres shall not be considered.</li> <li>• The above work orders must be executed/implemented by the firm itself. Work should not be outsourced.</li> </ul>		
260	M/s Sterlite Technologies Limited	16	7	<p>The lead bidder or consortium member must possess at the time of bidding, a valid</p> <ol style="list-style-type: none"> <li>ISO 9001:2015</li> <li>ISO 20000-1:2018</li> <li>ISO 27001:2013</li> <li>CMMI Level 5</li> </ol>	We request you to kindly consider <b>CMMI Level 3 certification instead of CMMI Level 5</b>	Please refer revised RFP
261	M/s Sterlite Technologies Limited	77	2) and I (special T&C)	<p>2) Service Level Standards/ Requirements/ Agreement IT and Non-IT Infrastructure service levels</p>	We understand SLA penalties are uncapped. Request you to kindly cap the maximum SLA penalty to 10% of quarterly payment	As per RFP
262	M/s Telecommunication Consultants India Limited	15	Technical Capability –I - Page - 15	<p>The lead bidder or consortium member should have successfully established &amp; commissioned or provided Facility Management services centralized at least four Command Control Centres. Work order (s) shall be on or after 1st April 2016:</p> <ol style="list-style-type: none"> <li>Establishment and commissioning of centralized command and control centre with completed 2 year of successful FMS.</li> </ol> <p>OR</p> <ol style="list-style-type: none"> <li>Bidder should have experience in managing centralized command and control centre with minimum completed 3 years of</li> </ol>	<p><b>Considering the estimated value of work, the bidders technical expertise would be better accessed if value of qualifying/ eligible work orders/ projects/ Purchase orders is added. It is requested to kindly make following changes:-</b></p> <p>Bidder or consortium members should have successfully executing/ commissioned four (04) projects with following components aggregating to value not less than 400 Crores. Work order (s) shall be on or after 1st April 2016:</p> <ol style="list-style-type: none"> <li>Established &amp; commissioned Command Control Centre with minimum 5000 cameras licenses with centralised monitoring</li> </ol> <p>OR</p> <ol style="list-style-type: none"> <li>Established &amp; commissioned Data Centre (each Data</li> </ol>	Please refer revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				<p>experience in providing Facility Management Services.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>Above mentioned each 4 (four) Centralized Command Control Centre means the centralized software driven application for monitoring CCTV cameras and each centre should have minimum 500 camera licenses for centralized monitoring.</li> <li>The above work orders must be executed/implemented by the firm itself. Work should not be outsourced.</li> </ul>	<p>Centre should have minimum 20 Physical Server and 250 TB SAN/NAS storage) at different data centers</p> <p>The work shall be commissioned and include two years of completed/ ongoing Annual Maintenance Contract (AMC)/ Operations &amp; maintenance (O&amp;M)/ Facility Management services (FMS).</p> <p>OR</p> <p>2a. Experience in managing Centralized command and control centre with minimum 5000 cameras</p> <p>OR</p> <p>2b. Experience in managing Data Center (each Data Centre should have minimum 20 Physical Server and 250 TB SAN/NAS storage) at different data centers</p> <p>The work shall include minimum completed/ ongoing 3 years of experience in providing Annual Maintenance Contract (AMC)/ Operations &amp; maintenance (O&amp;M)/ Facility Management services (FMS).</p>	
263	M/s Telecommunication s Consultants India Limited	2	2	<p>The lead bidder or consortium member should have successfully established &amp; commissioned or providing Facility Management Services at least four Data Centre (each Data Centre should have minimum 20 Physical Server and 250 TB SAN/NAS storage) at four locations. Work order (s) shall be on or after 1 st April 2016:</p> <ul style="list-style-type: none"> <li>Establishment and commissioning Data centre(s) with completed 2 year of successful FMS.</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>Bidder should have experience in managing Data centre (s) with minimum completed 3 years of experience in providing Facility Management Services.</li> </ul>		Please refer revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				Note: <ul style="list-style-type: none"> <li>• Bidder's in house data centres shall not be considered.</li> <li>• The above work orders must be executed/implemented by the firm itself. Work should not be outsourced.</li> </ul>		
264	M/s Telecommunications Consultants India Limited	15 & 18	Point 15, Page 18	The bidder is responsible for operationalizing the entire solution. At present more than 10,000 cameras are up and running across the Rajasthan state. Later during the FMS period, the cameras are likely to be increased up to 5000 cameras in Jaipur, 3000 cameras in Jodhpur, 2000 cameras each in other five divisional headquarters and 22,000 cameras across all districts by December 2024.	Considering the VMS OEM is specified in the RFP and to better visualize the license usage wrt to the increase in the cameras during the project execution it is requested to kindly provide the existing number of license available with RISL with their validity and timelines for the expansion of the cameras. This would enable bidder to plan requisite number of licenses and make appropriate provision in the financial bid.	As per revised RFP
265	M/s Telecommunications Consultants India Limited	18	Page 18	Bidder need to provide OEM warranty to upgrade, update and provide required patches of the products come under this category and any other item as per bill of material in Annexure-1. OEM must provide comprehensive onsite support/warranty of these products for next 5 years from the date of work order.	<p><b>The Annexure C under Annexure - I is for bidder warranty but at this point RFP states OEM warranty for Annexure - 1. Further, it is requested to kindly provide as in status of the all the hardware/ software inventory including but not limited to End of Life status, Out of warranty status, Working/ Faulty status, licence/ warranty validity/ expiry date, serial numbers of hardwares etc.</b></p> <p><b>Status of consumables specifically batteries and furnitures may also please be shared.</b></p> <p><b>The information is required as part of information parity amongst bidder as compared to incumbents and their support ecosystems. The information would have high commercial impact in the bid this nature wherein the entire work is of AMC, O&amp;M and FMS. This would also help RISL in getting bids with commercial due diligence.</b></p>	As per RFP
266	M/s Telecommunications Consultants India Limited	9, 18, 22	Point 9, Page 18 & Point 4 Page 22	To integrate video feed from cameras established by various other suppliers at Airport, Bus stand, Railway station, temples, forts, malls etc. The successful bidder has to extend full support during adhoc installation of cameras during fairs and festivals in the city. The bidder would be required to study the requirement of the such integration and submit detailed report for integration of	<p><b>It is understood that the requirement from the bidder is integration of the adhoc installations done during various fair for command center surveillance. As installation would be in the scope of the agency hired for the specified purpose.</b></p> <p>To integrate video feed from cameras established by various other suppliers at Airport, Bus stand, Railway station, temples, forts, malls etc. The successful bidder has to extend full support</p>	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				<p>collaborative cameras and cameras to be installed during fairs and festivals.</p> <p>The successful bidder has to extend full support during adhoc installation of cameras in fairs and festivals in the city.</p>	<p>during adhoc <b>integration</b> of cameras during fairs and festivals in the city. The bidder would be required to study the requirement of the such integration and submit detailed report for integration of collaborative cameras and cameras to be installed during fairs and festivals.</p> <p>The successful bidder has to extend full support during adhoc <b>integration</b> of cameras in fairs and festivals in the city.</p>	
267	M/s Telecommunication s Consultants India Limited	21	Point 9, Page 21	Bidder has to maintain proper earthing at location of poles.	<b>It is requested to kindly confirm whether the existing poles have earthing. Also, confirm the type of earthing.</b>	As per RFP
268	M/s Telecommunication s Consultants India Limited	51	Point B, Page 51	The amount of performance security shall be 2.5%, or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.	<p><b>Considering this purely a OPEX bid with quaterly payment. The PBG of this value would significantly impact the bid prices and RISL would have significant security in terms of pending quarterly payments at any given point of time. Hence, the PBG may be revised as below:-</b></p> <p>The amount of performance security shall be <b>2.5% of one year contract value</b>, or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.</p>	Please refer revised RFP
269	M/s Telecommunication s Consultants India Limited	89	Annexure -I Annexure B, Page 89	bidder has to submit given compliances on bidder as well as OEM letter head for the above mentioned table items.	Bidder has to submit given compliances on bidder as well as OEM letter head <b>for the active components</b> mentioned table.	As per RFP
270	M/s Tata Consultancy Services Ltd.	43-44	8. Bid Security: INSTRUCTION TO BIDDER (ITB)	<p>i) The Bid security taken from a bidder Shall be forfeited, including the interest, if any, in the following cases, namely: -</p> <p>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</p>	<p>i) The Bid security taken from a bidder Shall be forfeited, including the interest, if any, in the following cases, namely: -</p> <p>a. when the bidder withdraws or modifies its bid after opening of bids;</p> <p>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;</p> <p>c. <del>when the bidder fails to commence the supply of the goods or</del></p>	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				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.	<del>service or execute work as per supply/ work order within the time specified;</del> 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.	
271	M/s Tata Consultancy Services Ltd.	48-49	19: Negotiations: INSTRUCTION TO BIDDER (ITB)	c) The bid evaluation committee Shall have full powers to undertake negotiations. Detailed reasons and results of negotiations Shall be recorded in the proceedings.	c) The bid evaluation committee Shall have full powers to undertake negotiations. Detailed reasons and results of negotiations Shall be recorded in the proceedings.  <u>The negotiations should be mutual and RISL cannot impose the downward modification in prices to Bidder. Bidder shall have the right to refuse to work below the quoted price without there being any consequences, financial or otherwise.</u>	As per RFP
272	M/s Tata Consultancy Services Ltd.	50-51	22: Acceptance of the successful Bid and award of contract: INSTRUCTION TO BIDDER (ITB)	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 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. Until a formal contract is executed, the letter of acceptance or LOI Shall constitute a binding contract.	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 <del>given in the bidding documents</del> <u>mutually discussed</u> 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 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 <u>and the same - is received by the Bidder.</u> Until a formal contract is executed, the letter of acceptance or LOI Shall constitute a binding contract.	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
273	M/s Tata Consultancy Services Ltd.	51	21: Right to vary quantity: INSTRUCTION TO BIDDER (ITB)	<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 or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order Shall be as under: - a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and b. 50% of the value of goods or services of the original contract.</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><u>However, the procuring entity cannot reduce the no. of quantity once the LOA/LOI is issued by RISL or an agreement is signed between the parties</u></p> <p>b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order Shall be as under: - a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and b. 50% of the value of goods or services of the original contract.</p>	As per RFP
274	M/s Tata Consultancy Services Ltd.	51-52	26: Performance Security: INSTRUCTION TO BIDDER (ITB)	<p>(b) The amount of performance security shall be 2.5%, or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods and services.</p> <p>c) The bid security for the successful/selected bidders shall be converted in to performance security for the contract period however during the contract period, if the cumulative performance security against the work order placed to the selected bidder exceeds the deposited performance security, selected bidder will furnish additional security above the deposited amount in the form of Bank Guarantee of any scheduled/ nationalized/ commercial bank drawn in the name of Managing Director, RISL with validity beyond three months of contract period for the work order. After successful completion of the work order the additional performance security will be refunded to the bidder. If the bidder fails to submit the additional performance security within the specified period, as per work order. The work order shall be cancelled and the deposited bid/performance security may be forfeited.</p>	<p>(b) The amount of performance security shall be 2.5%, or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods and services.</p> <p>c) The bid security for the successful/selected bidders shall be converted in to performance security for the contract period however during the contract period, if the cumulative performance security against the work order placed to the selected bidder exceeds the deposited performance security, selected bidder will furnish additional security above the deposited amount in the form of Bank Guarantee of any scheduled/ nationalized/ commercial bank drawn in the name of Managing Director, RISL with validity beyond three months of contract period for the work order. After successful completion of the work order the additional performance security will be refunded to the bidder. If the bidder fails to submit the additional performance security within the specified period, as per work order. The work order shall be cancelled and the deposited bid/performance security may be forfeited.</p> <p>d) An Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security</p>	As per revised RFP

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				<p>d) An Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.</p> <p>e) The Additional Performance Security shall be refunded to the bidder after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the bidder</p> <p><b>(h) Forfeiture of Security Deposit:</b> Security amount in full or part may be forfeited, including interest, if any, in the following cases:-</p> <p>a. When any terms and condition of the contract is breached.</p> <p>b. When the bidder fails to make complete supply satisfactorily.</p> <p>c. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.</p>	<p>shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.</p> <p>e) The Additional Performance Security shall be refunded to the bidder after <del>satisfactorily</del> completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the bidder</p> <p><b>(h) Forfeiture of Security Deposit:</b> Security amount in full or part may be forfeited, including interest, if any, in the following cases:-</p> <p>a. When any material terms and condition of the contract is breached <u>due to the reasons solely and entirely attributable to the bidder and not due to reasons attributable to Purchaser and/or its other vendors or due to reasons of Force Majeure.</u></p> <p>b. When the bidder fails to make complete supply <del>satisfactorily.</del> <u>as per the agreed specifications or scope within the time specified and the failure is solely and entirely attributable to the Bidder and not due to reasons attributable to RISL and/or its other vendors or due to reasons of Force Majeure.</u></p> <p>c. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.</p>	
275	M/s Tata Consultancy Services Ltd.	53	27: Execution of Agreement: INSTRUCTION TO BIDDER (ITB)	<p>b) The successful bidder Shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.</p> <p>c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to</p>	<p>b) The successful bidder Shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is <u>received</u> <del>dispatched to</del> by the successful bidder.</p> <p>c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required</p>	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				furnish the required performance security within specified period, the procuring entity Shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document	performance security within specified period, the procuring entity <del>Shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may</del> in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document	
276	M/s Tata Consultancy Services Ltd.	53-54	29. Cancellation of procurement process: INSTRUCTION TO BIDDER (ITB)	f) If a bidder is convicted of any offence under the Act, the procuring entity may: -  a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;  b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.	f) If a bidder is convicted of any offence under the Act, the procuring entity may: -  a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;  b. rescind (cancel) the relevant contract or forfeit the <del>payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.</del> <u>PBG but shall make the payment for the services rendered till the date of cancellation of the Contract .</u>	As per RFP
277	M/s Tata Consultancy Services Ltd.	54-55	30: Code of Integrity for Bidders: INSTRUCTION TO BIDDER (ITB)	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: -  a. exclusion of the bidder from the procurement process;  b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;  c. forfeiture or encashment of any other security or bond relating to the procurement;  d. recovery of payments made by the procuring	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: -  a. exclusion of the bidder from the procurement process;  b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;  c. forfeiture or encashment of any other security or bond relating to the procurement;  d. <del>recovery of payments made by the procuring entity along with interest thereon at bank rate;</del>	As per RFP

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				<p>entity along with interest thereon at bank rate;</p> <p>e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;</p> <p>f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.</p>	<p>e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;</p> <p>f. <del>debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.</del></p>	
278	M/s Tata Consultancy Services Ltd.	55	31: Interference with Procurement Process : INSTRUCTION TO BIDDER (ITB)	<p>A bidder, who: -</p> <p>a) withdraws from the procurement process after opening of financial bids;</p> <p>b) withdraws from the procurement process after being declared the successful bidder;</p> <p>c) fails to enter into procurement contract after being declared the successful bidder;</p> <p>d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the Successful Bidder, without valid grounds, Shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.</p>	<p>A bidder, who: -</p> <p>a) withdraws from the procurement process after opening of financial bids;</p> <p>b) withdraws from the procurement process after being declared the successful bidder;</p> <p>c) fails to enter into procurement contract after being declared the successful bidder;</p> <p>d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the Successful Bidder, without valid grounds, Shall be subjected <del>in addition</del> to the recourse available in the bidding document or the contract. <del>, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.</del></p>	As per RFP
279	M/s Tata Consultancy Services Ltd.	57	36: Debarment from Bidding : INSTRUCTION TO BIDDER (ITB)	<p>c) If a procuring entity finds that a bidder 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 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</p>	<p>e) <del>If a procuring entity finds that a bidder 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.</del></p> <p>d) <del>Where the entire bid security or 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</del></p>	As per RFP

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				be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.	<del>three years.</del>	
280	M/s Tata Consultancy Services Ltd.	57-58	37: Monitoring of Contract: INSTRUCTION TO BIDDER (ITB)	f) The selected bidder Shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of the procuring entity.	f) The selected bidder Shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of the procuring entity , <u>which shall not be unreasonably withheld by the Purchaser.</u>	As per RFP
281	M/s Tata Consultancy Services Ltd.	61	8: Scope of Supply: General Terms and Conditions of Tender and Contract	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 and related services as if such items were expressly mentioned in the Contract.  c) The bidder Shall not quote and supply and hardware/ software that is likely to be declared as End of Sale in next 6 months and End of Service/ Support for a period of 5 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware/ software. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder Shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.	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 and related services as if such items were expressly mentioned in the Contract.  c) The bidder Shall not quote and supply and hardware/ software that is likely to be declared as End of Sale in next 6 months and End of Service/ Support for a period of 5 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware/ software. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder Shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.	As per RFP
282	M/s Tata Consultancy Services Ltd.	61-62	9: Delivery and Installation: General Terms and Conditions of Tender and Contract	b) 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.	b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made <u>as per the agreed scope and specifications to his satisfaction</u> after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.	As per RFP
283	M/s Tata Consultancy Services Ltd.	62	10: Supplier's/ Selected Bidder's Responsibilities: General Terms and Conditions of Tender and Contract	The Supplier/Selected Bidder Shall supply all the goods and related services included in the scope of work in accordance with the provisions of bidding document and/ or contract	The Supplier/Selected Bidder Shall supply all the goods and related services included in the scope of work in accordance with the provisions of bidding document <u>and the services mutually agreed in the and/or contract</u>	As per RFP
284	M/s Tata Consultancy	62-63	13: Recoveries from Supplier/Selected	b) The Purchase Officer Shall withhold amount to the extent of short supply, broken/ damaged or for	b) The Purchase Officer Shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless	As per RFP

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	Services Ltd.		Bidders: General Terms and Conditions of Tender and Contract	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.	these are replaced <u>as per the contract terms and conditions satisfactorily</u> . 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.	
285	M/s Tata Consultancy Services Ltd.	63	14: Taxes and Duties: General Terms and Conditions of Tender and Contract	General	<b>Please add:</b>  <u>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.</u>	As per RFP
286	M/s Tata Consultancy Services Ltd.	63-64	16: Confidential Information: General Terms and Conditions of Tender and Contract	<p>a) The Purchaser and the Supplier/Selected Bidder Shall keep confidential and Shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.</p> <p>d) The obligation of a party under sub-clauses above, however, Shall not apply to information that: -</p> <p>i. the Purchaser or Supplier/Selected Bidder need to share with user department or RISL or other institutions participating in the Contract; ii. now or hereafter enters the public domain through no fault of that party; iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</p> <p>f) The provisions of this clause Shall survive</p>	<p>a) The Purchaser and the Supplier/Selected Bidder Shall keep confidential and Shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.</p> <p><u>Every piece of Confidential information should be designated or marked as 'confidential' by the Disclosing Party at the time of disclosure of such information to the Receiving Party or where disclosed orally being confirmed in writing by the Disclosing Party within five days of such oral disclosure.</u></p> <p>d) The obligation of a party under sub-clauses above, however, Shall not apply to information that: -</p> <p>i. the Purchaser or Supplier/Selected Bidder need to share with user department or other institutions participating in the Contract;</p> <p>ii. now or hereafter enters the public domain through no fault of that party;</p> <p>iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or iv. otherwise lawfully becomes available to that party from a</p>	As per RFP

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				completion or termination, for whatever reason, of the Contract.	<p>third party that has no obligation of confidentiality.</p> <p>v. <u>is required to be provided under any law, or process of law duly executed</u></p> <p>vi. <u>is or has been independently developed by the receiving party without using the confidential information.</u></p> <p>vii. <u>is disclosed with the prior consent of the disclosing party.</u></p> <p>f) The provisions of this clause Shall survive <u>for a period of 2 years after completion or termination, for whatever reason, of the Contract.</u></p>	
287	M/s Tata Consultancy Services Ltd.	64	17: Sub-Contracting: General Terms and Conditions of Tender and Contract	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. c) Subcontractors, if permitted, Shall comply with the provisions of bidding document and/ or contract.	<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, <u>which shall not be unreasonably withheld by the Purchaser.</u></p> <p>c) Subcontractors, if permitted, Shall comply with the provisions of bidding document and/ or contract.</p>	As per RFP
288	M/s Tata Consultancy Services Ltd.	69	28: Authenticity of Equipment, General Terms and Conditions of Tender and Contract	<p>f) 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.</p> <p>g) Goods accepted by the purchaser in terms of</p>	<p>f) 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 <del>(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,</del> 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 , <del>otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained.</del> Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise</p> <p>g) <del>Goods 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 this clause of the contract</del></p>	As per RFP

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				the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of this clause of the contract		
289	M/s Tata Consultancy Services Ltd.	69-70	29: Warranty, General Terms and Conditions of Tender and Contract	<p>a) The bidder must supply all items (hardware as well as software) with comprehensive onsite OEM warranty valid for five years after the new products, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.</p> <p>a) At the time of goods delivery, the selected bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty &amp; support for the prescribed period.</p> <p>b) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.</p> <p>c) If having been notified, the selected bidder fails</p>	<p>a) The bidder must supply all items (hardware as well as software) with comprehensive onsite OEM warranty valid for five years after the new products, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.</p> <p>a) At the time of goods delivery, the selected bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty &amp; support for the prescribed period.</p> <p>b) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.</p> <p>c) If having been notified, the selected bidder fails to remedy the defect within the period specified, <u>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.</u></p>	As per RFP

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				<p>to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.</p> <p>d) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.</p> <p>e) The warranty on supplied software media, if any, should be at least 90 days.</p>	<p><del>the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other resources available in terms and conditions of the contract and bidding document.</del></p> <p>d) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.</p> <p>e) The warranty on supplied software media, if any, should be at least 90 days.</p> <p><u>The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the Buyer. Warranty shall not cover 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 Seller and operation of the deliverables on incompatible hardware not recommended by Seller; (ii) any change, not made by Seller, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the Buyer without the written permission of Seller; or (iv) defects in components or materials provided to Seller by Buyer in connection with the preparation of the deliverable.</u></p> <p><u>EXCEPT AS SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTIES TO BUYER, 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.</u></p>	

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					<p>The following are the exclusions and limitations to Hardware Warranty</p> <p><b><u>Warranty exclusions:</u></b></p> <p><u>This warranty excludes defects attributable to external factors beyond the Seller's control, including power supply fluctuations, or the Buyer's alterations, misuse or negligence.</u></p> <p><b><u>Limitations to Warranty:</u></b></p> <p>a) <u>If any of the Deliverables have been tampered with or altered by any unauthorised person from the Buyer's side, either by way of retrofitting or otherwise, the warranty provided by the Seller shall be rendered void to that extent.</u></p> <p>b) <u>If the Buyer uses any of the Deliverables in disregard to any operating instructions, the warranty shall be rendered void to that extent.</u></p> <p>c) <u>Any abuse, negligent use or misuse of any of the Deliverables shall render the warranty void to that extent.</u></p>	
290	M/s Tata Consultancy Services Ltd.	70	30: Patent Indemnity: General Terms and Conditions of Tender and Contract	<p>a) The Supplier/Selected Bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -</p> <p>i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and</p>	<p>a) The Supplier/Selected Bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement <del>or alleged infringement</del> of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -</p> <p>i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and</p> <p><del>ii. the sale in any country of the products produced by the Goods.</del></p>	As per RFP

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				<p>ii. the sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder , pursuant to the Contract.</p> <p>b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.</p> <p>e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands,</p>	<p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder , pursuant to the Contract.</p> <p>b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder <del>may at its own expense</del> a notice thereof, and the supplier/ selected bidder and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim <del>and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.</del></p> <p><u>Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from:</u></p> <p><u>(i) Bidder 's compliance with Purchaser's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Purchaser of the same);</u></p> <p><u>(ii) inclusion in a Deliverable of any content or other materials provided by Purchaser and the infringement relates to or arises</u></p>	

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				<p>losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any</p>	<p>from such Purchaser materials or provided material;</p> <p><u>(iii) modification of a Deliverable after delivery by Bidder to Purchaser if such modification was not made by or on behalf of the Bidder;</u></p> <p><u>(iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or</u></p> <p><u>(v) use of a superseded release of some or all of the Deliverables or Purchaser's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder . In the event that Purchaser is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Purchaser under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option:</u></p> <p><u>(i) procure for Purchaser the right to continue using such Deliverable;</u></p> <p><u>(ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance;</u></p> <p><u>(iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or</u></p> <p><u>(iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Purchaser the fees effectively paid for that Deliverable by the Purchaser subject to depreciation for the period of Use, on a</u></p>	

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					<p><u>straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Purchaser in matters related to infringement of third party intellectual property rights. The Purchaser shall not be entitled to seek any indemnification from the Bidder unless the Purchaser provides the Bidder with</u></p> <p><u>(i) prompt written notice of any claim, demand or action for which the Purchaser is seeking or may seek indemnification hereunder and gives the Bidder the right to have sole control over the defence and settlement negotiations;</u></p> <p><u>(ii) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defence of such claim;</u></p> <p><u>(iii) reasonably cooperate with the Bidder in assisting the defence of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and</u></p> <p><u>(iv) allow the Bidder, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing.</u></p> <p>e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any</p> <p><u>infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</u></p>	
291	M/s Tata Consultancy Services Ltd.	71	31: Limitation of Liability: General Terms and Conditions of Tender and	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	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; <del>provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder</del>	As per RFP

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			Contract	<p>not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and</p> <p>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 contract value/amount/charges paid to the Supplier/ selected bidder until the time such claim was brought about, provided that this limitation shall not apply; i) to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement, and ii) any damages payable due to the Gross Negligence or Wilful Misconduct of the Supplier/selected bidder. For the purpose of this clause, Gross Negligence or Wilful Misconduct shall mean;</p> <p>c) "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property or a mistake made in good faith.</p> <p>d) "Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.</p>	<p><del>to pay liquidated damages to the Purchaser; -and</del></p> <p>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 contract value/amount/charges paid to the Supplier/ <u>in the preceding twelve months under that applicable work that gives rise to such liability</u> <del>selected bidder until the time such claim was brought</del> , provided that this limitation shall not apply;</p> <p>i) to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to <u>third party claims for patent infringement</u>, and ii) any damages payable due to the Wilful Misconduct of the Supplier/selected bidder. For the purpose of this clause, <del>Gross Negligence or</del> Wilful Misconduct shall mean;</p> <p><del>e) "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property or a mistake made in good faith.</del></p> <p>d) "Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.</p> <p>e) The above provision does not limit either Parties <u>legal remedies</u> <del>rights</del> provided under applicable laws of Govt. of India</p> <p><u>Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by</u></p>	

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				e) The above provision does not limit either Parties rights provided under applicable laws of Govt. of India	<u>the Purchaser or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Purchaser, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Purchaser. Such failures or delays shall be brought to the notice of the Purchaser and subject to mutual agreement with the Purchaser, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the Purchaser for additional costs incurred in connection with correction or remedy as above at time &amp; material rate card as agreed upon between the parties.</u>	
292	M/s Tata Consultancy Services Ltd.	71-72	32: Force Majeure : General Terms and Conditions of Tender and Contract	<p>b) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, pandemic, quarantine restrictions, and freight embargoes.</p> <p>d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.</p>	<p>b) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, pandemic, quarantine restrictions, and freight embargoes.</p> <p><u>In such a case the time for performance shall be extended by a period(s) not less than the duration of such delay.</u></p> <p>d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract <u>by notice in writing to the other party -and the Selected Bidder shall be paid for all the goods delivered and services rendered till the effective date of termination. without any financial repercussion on either side. .</u></p>	As per RFP
293	M/s Tata Consultancy Services Ltd.	72	33: Change Orders and Contract Amendments: General Terms and	c) 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	c) 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 parties <del>and shall not exceed the prevailing rates charged</del>	As per RFP

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			Conditions of Tender and Contract	parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.	<del>to other parties by the supplier/ selected bidder for similar services.</del>	
294	M/s Tata Consultancy Services Ltd.	72-73	34 (a) : Termination for Default: General Terms and Conditions of Tender and Contract	<p>a. The tender sanctioning authority of RISL 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: -</p> <p>a. If the supplier/selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL ; or</p> <p>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 judgment of the Purchaser has 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 RISL 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>a. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30days 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 contract, or any extension thereof granted by RISL <u>provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Purchaser and/or its other vendors or due to reasons of Force Majeure ;or</u></p> <p>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 <u>the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Purchaser and/or its other vendors or due to reasons of Force Majeure ; or</u></p> <p>c. If the supplier/selected bidder , in the judgment of the Purchaser has 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 <u>material</u> condition of the contract.</p> <p><u>Prior to providing a written notice of termination to the supplier/selected bidder, Purchaser shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period.</u></p> <p>ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited</p>	As per RFP

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					<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><u>In the event of the termination, Purchaser shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the supplier/selected bidder.</u></p> <p><u>Similarly the supplier/selected bidder shall also have a right to terminate this contract by giving 30 days written notice to the Purchaser for breach of any terms and conditions hereof by Purchaser provided the breach is not cured by Purchaser within such notice period.</u></p>	
295	M/s Tata Consultancy Services Ltd.	73	34 (b): Termination for Insolvency: General Terms and Conditions of Tender and Contract	RISL may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RISL .	RISL Either Party may at any time terminate the Contract by giving a written notice of at least 30 days to the <del>supplier/ selected bidder</del> other party, if the <del>supplier/ selected bidder</del> other party becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RISL. <u>However, Purchaser shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the Selected Bidder</u>	As per RFP
296	M/s Tata Consultancy Services Ltd.	76	36: Settlement of Disputes : General Terms and Conditions of Tender and Contract	b. 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 successful bidder fails to comply with any decision reached consequent upon arbitration proceedings.	b. 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.  <del>The Tendering authority may terminate this contract, by giving a written notice of termination of minimum 30 days, to the Implementation Agency, if the successful bidder fails to comply with any decision reached consequent upon arbitration proceedings.</del>	As per RFP
297	M/s Tata Consultancy Services Ltd.	76-77	1: Payment Terms and Schedule: Special Terms and Conditions of Tender and Contract	d) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.	d) Due payments shall be made promptly by the purchaser, generally within thirty (30) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.	As per RFP

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					<p><u>All payments due for more than 30 days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by RISL and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement. Invoices shall be deemed to have been accepted if RISL does not furnish a written objection specifying the nature of the dispute within ten (10) days from the date of invoice.</u></p>	
298	M/s Tata Consultancy Services Ltd.	77-88	<p>2. Service Level Standards/ Requirements/ Agreement: Special Terms and Conditions of Tender and Contract</p>	<p>Three consecutive quarterly penalties (on actual) of more than 20% of the applicable fee in each quarter on account of any reasons may be deemed to be an event of default and termination.</p> <p>III. Manpower availability service levels The manpower deployed by SI for carrying out and providing FMS services shall necessarily be on direct payroll of the bidder organization and should not be outsourced / subcontracted in any circumstances except for the following manpower category: 1. Help Desk Support Staff 2. Electrical Assistant 3. Housekeeping</p> <p>SI appoint as many team members, as deemed fit by them, subject to the minimum manpower specified below to meet the SLA requirements. The tendering authority would not be liable to pay any additional cost for this.</p> <p><b>Penalty Capping:</b></p> <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 that</p>	<p>Three consecutive quarterly penalties (on actual) of more than <del>10</del> 20% of the applicable fee in each quarter on account of any reasons may be deemed to be an event of default and termination.</p> <p>III. Manpower availability service levels The manpower deployed by SI for carrying out and providing FMS services shall necessarily be on direct payroll of the bidder organization and should not be outsourced / subcontracted in any circumstances except for the following manpower category: 1. Help Desk Support Staff 2. Electrical Assistant 3. Housekeeping</p> <p>SI appoint as many team members, as deemed fit by them, subject to the minimum manpower specified below to meet the SLA requirements. The tendering authority would not be liable to pay any additional cost for this.</p> <p><b>Minimum Manpower Resources:</b></p> <p>The manpower deployed for carrying out and providing AMC &amp; FMS services shall necessarily be on direct payroll of the bidder organization and should not be outsourced / subcontracted in any circumstances.</p> <p>The bidder shall appoint as many team members, as deemed fit by them, subject to the minimum manpower specified below to meet the SLA requirements. The tendering authority would not</p>	As per revised RFP

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				the Agreed Quarterly Payment for respective quarter.	be liable to pay any additional cost for this.  <b>Penalty Capping:</b>  Total penalties <u>under all SLAs except those defined in (C):</u> <del>“Manpower availability service levels”</del> shall not be higher than <u>10 20%</u> of Agreed Quarterly Payment for respective quarter <del>whereas total penalty including penalties towards “Manpower availability service levels” shall not be higher than the Agreed Quarterly Payment for respective quarter.</del>	
299	M/s Tata Consultancy Services Ltd.	99	ANNEXURE-5: SELF-DECLARATION	<p>This is to certify that, the specifications of Hardware &amp; Software 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.</p> <p>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 &amp; conditions of the bidding document without any deviations.</p> <p>I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.</p>	<p>This is to certify that, the specifications of Hardware &amp; Software 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.</p> <p>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 &amp; conditions of the bidding document <del>without any deviations</del> <u>subject to the deviations that will be submitted by the bidder along with the bid proposal.</u></p> <p>subject to the deviations that will be submitted by the bidder along with the bid proposal.</p> <p>I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.</p>	As per revised RFP
300	M/s Tata Consultancy Services Ltd.	57-58	Annexure-5: Financial Bid Cover Letter and Format	<p>I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).</p> <p>We agree to all the terms &amp; conditions as mentioned in the bidding document and submit</p>	<p>I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are <del>inclusive</del> <u>exclusive</u> of all type of govt. taxes/duties, license fee and levies <u>including Central Sales Tax and Entry Tax or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, RISL shall be responsible to pay or reimburse Bidder the amount of such taxes. Where</u></p>	As per RFP

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				that we have not submitted any deviations in this regard.	<p><u>applicable, Bidder shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the RISL. Each party is responsible for its own income taxes, corporate taxes and franchise taxes as mentioned in the financial Bid (BoQ)</u></p> <p><u>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.</u></p> <p>We agree to all the terms &amp; conditions as mentioned in the bidding document <u>subject to the deviations that will be submitted by the bidder along with the bid proposal. and submit that we have not submitted any deviations in this regard.</u></p>	
301	M/s Tata Consultancy Services Ltd.	102	ANNEXURE-9: UNDERTAKING ON AUTHENTICITY OF COMPUTER EQUIPMENTS	<p>This has reference to the items being supplied/quoted to you vide bid ref. no. _____ dated _____. We hereby undertake that all the components/parts/assembly/ software used in the equipment shall be genuine, original and new components /parts/assembly/software from respective OEMs of the products and that no refurbished/duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.</p> <p>In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost 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</p>	<p>This has reference to the items being supplied/quoted to you vide bid ref. no. _____ dated _____. We hereby undertake that all the components/parts/assembly/ software used in the equipment shall be genuine, original and new components /parts/assembly/software from respective OEMs of the products and that no refurbished/duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.</p> <p>In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost 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 <del>or debar/ black list us or take suitable action against us</del></p>	As per RFP

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302	M/s Tata Consultancy Services Ltd.	103	ANNEXURE 10: FINANCIAL BID COVER LETTER &FORMAT COVER LETTER	<p>I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document. I understand that initially the solution has been designed for 1000 cameras in Jaipur and 800 cameras each in remaining cities. Later during the FMS period, the cameras are likely to be increased by 100%.I/We understand that any additional hardware and software required to make the entire solution operational with additional cameras (up to 100% increase of cameras and with minimum 15 days recording in primary storage) shall have to be provided by us.</p> <p>We agree to all the terms &amp; conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard</p>	<p>I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document. I understand that initially the solution has been designed for 1000 cameras in Jaipur and 800 cameras each in remaining cities. Later during the FMS period, the cameras are likely to be increased by 100%.I/We understand that any additional hardware and software required to make the entire solution operational with additional cameras (up to 100% increase of cameras and with minimum 15 days recording in primary storage) shall have to be provided by us.</p> <p><u>Subject to the deviations that will be submitted by the bidder along with the bid proposal</u> , <del>We</del> we agree to all the terms &amp; conditions as mentioned in the bidding document <del>and submit that we have not submitted any deviations in this regard</del></p>	As per RFP
303	M/s Tata Consultancy Services Ltd.	114-116	Annexure 11: Bank Guarantee Format - Bid Security	<p>3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL shall be final and binding on us.</p> <p>If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.</p>	<p><del>3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL shall be final and binding on us.</del></p> <p><u>THE CONDITIONS of this obligation are:</u></p> <p><u>1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or</u></p> <p><u>2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:</u></p> <p><u>(a) fails or refuses to execute the Contract Form if required; or</u></p> <p><u>(b) fails or refuses to furnish the performance security, in</u></p>	As per RFP

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					<p>accordance with the Instruction to Bidders.</p> <p><del>If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.</del></p>	
304	M/s Tata Consultancy Services Ltd.	117-118	Bank Guarantee Format-Performance Security (PBG)	Format is given	<p><u>Please add:</u></p> <p><u>This Bank Guarantee issued by _____ Bank, on behalf of the Bidder in favour of Purchaser is in respect of the Contract/agreement dated _____.</u></p> <p><u>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</u></p> <p><u>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.</u></p> <p><u>Notwithstanding anything contained hereinabove:</u></p> <p><u>a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only) b) This Guarantee shall remain in force up to and including _____ (including claim period of three months)</u></p> <p><u>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 hereinabove.</u></p>	As per RFP
305	M/s Tata Consultancy Services Ltd.	119-120	Annexure-12: Draft Agreement Format	M/s _____ represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIB and RFP	M/s _____ represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIB and RFP document issued in this regard, in accordance with the terms and	As per RFP

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				document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.	conditions set forth herein <del>and any other reasonable requirements of the Purchaser from time to time.</del>	
306	M/s Tata Consultancy Services Ltd.	127-130	Annexure-19 – Indicative Confidentiality And Non-Disclosure Agreement	<p>2. Limitations on Use and Disclosure of Confidential and Proprietary Information</p> <p>2.1 Confidential and Proprietary Information disclosed by the RISL and/or other departments/PSU whose data are hosted in DC shall be used by the SI solely for the purpose of fulfilment of the obligation and work assigned to it as per order no. and shall not otherwise be used for his benefit or otherwise. All information encountered in the performance of duties shall be treated as confidential unless and until advised otherwise by RISL or its representative.SI not share, record, transmit, alter, or delete information residing/hosted in the information systems except as required in performance of the job duties.</p> <p>2.3 Confidential and Proprietary Information shall be disclosed only to the Director or employees of the SI who have a 'need to know' in connection with the purpose stated above, and who additionally agree to the nondisclosure requirements of this Agreement. Any further disclosure of confidential and Proprietary Information by the SI be treated as a breach of this Agreement by the SI.</p> <p>Business Obligation:</p> <p>3.1 During the complete contract period and even after 3 years of the expiry of the agreement, the SI not</p> <p>3.3. Whereas, the RISL under the circumstances referred, herein before, wants to protect itself from any misuse of the confidential and proprietary</p>	<p>2. Limitations on Use and Disclosure of Confidential and Proprietary Information</p> <p>2.1 Confidential and Proprietary Information disclosed by the RISL and/or other departments/PSU whose data are hosted in DC shall be used by the SI solely for the purpose of fulfilment of the obligation and work assigned to it as per order no. and shall not otherwise be used for his benefit or otherwise. All information encountered in the performance of duties shall be treated as confidential unless and until advised otherwise by RISL or its representative.SI not share, record, transmit, alter, or delete information residing/hosted in the information systems except as required in performance of the job duties.</p> <p>2.3 Confidential and Proprietary Information shall be disclosed only to the Director or employees, <u>auditors, consultants, sub-contractors</u> of the SI who have a 'need to know' in connection with the purpose stated above, and who additionally agree to the nondisclosure requirements of this Agreement. Any further disclosure of confidential and Proprietary Information by the SI be treated as a breach of this Agreement by the SI.</p> <p>2.3. Confidential and Proprietary Information shall be disclosed only to the Director or employees, <u>auditors, consultants, sub-contractors</u> of the FIG bidder who have a 'need to know' in connection with the purpose stated above, and who additionally agree to the nondisclosure requirements of this Agreement. Any further disclosure of confidential and Proprietary Information by the FIG bidder shall be treated as a breach of this Agreement by the FIG bidder.</p> <p>Business Obligation:</p> <p>3.1 During the complete contract period and even after <u>23</u> years of the expiry of the agreement, the SI not</p>	As per RFP

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				<p>information by the third party i.e. person or persons (employees of SI), had entered into an agreement with the Si that the second party shall not divulge such information either during the course of the life of this agreement or even after the expiry of the agreement.</p> <p>a. 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 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.</p> <p>b. Whereas, the SI having in his possession or control any secret official code or password or digital data or any sketch, plan, model, article, note, document or information which falls within the purview of confidential or proprietary information, the SInot part with any part of such information to any one under any circumstances, whatsoever, without the prior approval of the RISL and if this is violated, the RISL shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.</p> <p>Whereas, the RISL shall have the entire control over the functioning of the SI and the SIwork according to the instruction of the RISL and in case if this is violated by the SI in any mode or manner, the RISL shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.</p> <p>d ----- Shall be liable to pay damages by way of compensation and would also be liable for</p>	<p>3.3. Whereas, the RISL under the circumstances referred, herein before, wants to protect itself from any misuse of the confidential and proprietary information by the third party i.e. person or persons (employees of SI), had entered into an agreement with the Si that the second party shall not divulge such information either during the course of the life of this agreement or <u>for period of 2 years</u> even after the expiry <u>or termination</u> of the agreement.</p> <p><del>a. Whereas</del> The SI has agreed to fully abide by the terms of this non-disclosure agreement <del>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 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.</del></p> <p>b. Whereas, the SI having in his possession or control any secret official code or password or digital data or any sketch, plan, model, article, note, document or information which falls within the purview of confidential or proprietary information, the SInot part with any part of such information to any one under any circumstances, whatsoever, without the prior approval of the RISL and if this is violated, the RISL shall have the legal right to initiate civil <del>and criminal</del> proceeding against it under the provisions of the relevant law.</p> <p>c. Whereas, the RISL shall have the entire control over the functioning of the SI and the SIwork according to the instruction of the RISL and in case if this is violated by the SI in any mode or manner, the RISL shall have the legal right to initiate civil <del>and criminal</del> proceeding against it under the provisions of the relevant law.</p> <p>d ----- Shall be liable to pay damages by way of compensation <del>and would also be liable for criminal prosecution in accordance with the prevailing laws.</del></p> <p><b>Please add:</b></p>	

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				criminal prosecution in accordance with the prevailing laws.	<i>In the event of RISL receiving or being given access to the Bidder's Confidential Information RISL shall have the same obligations with respect to such information as does Bidder with respect to RISL's Confidential Information under this Confidentiality and Non-Disclosure Agreement and Bidder shall have the same rights as are available to RISL under this Confidentiality and Non-Disclosure Agreement .</i>	
307	M/s Tata Consultancy Services Ltd.	14	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	2. Financial: Turnover from IT/ ITeS  Average Annual Turnover of the bidder from IT/ ITeS during the last three financial years, i.e., 2019-2020, 2020-2021 and 2021-2022 (as per the last published audited balance sheets), should be at least Rs.500 Crores.  In case of consortium, at least 50% of the turnover criteria shall be met by the Lead Bidder and the remaining may be fulfilled by the other consortium partner.  <b>Chartered Accountant (CA) Certificate with CA's Registration Number/ Seal</b>	<b>The bidder requests the following modification / clarifications:</b> Please accept certificate from Company Secretary also.	As per RFP
308	M/s Tata Consultancy Services Ltd.	14	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	3. Financial: Net Worth  The net worth of the lead bidder, as on 31st March 2022, should be Positive.  <b>CA Certificate with CA's Registration Number/ Seal</b>	<b>The bidder requests the following modification / clarifications:</b> Please accept certificate from Company Secretary also.	As per RFP
309	M/s Tata Consultancy Services Ltd.	28	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	9) Facility Management Services and Helpdesk  X. Help Desk Support d. IP Phone facility Shall be provided for Help Desk Services.	<b>The bidder requests the following clarifications:</b> This shall be provided by the department and the bidder does not have to provision any cost towards the IP Phone / usage across the contract period. Please confirm if the understanding is correct.	As per RFP
310	M/s Tata Consultancy Services Ltd.	31	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	9) Facility Management Services and Helpdesk  XVI. Procedure for monitoring the Diesel consumption for the DG set: e. Payment of diesel filled in the tanks during the quarter Shall be made along with agreed quarterly payment.	<b>The bidder requests the following clarifications:</b> The cost of diesel charges in not to be included in the financial proposal. This shall be paid on actuals by the Purchaser on submission of debit notes by the bidder during the entire contract period. Please confirm if the understanding is correct.	As per RFP

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311	M/s Tata Consultancy Services Ltd.	43	6. INSTRUCTION TO BIDDERS (ITB)	8) Bid Security h) The bid security of unsuccessful bidders Shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.	<b>The bidder requests the following clarifications:</b> Please confirm a definite time line (number of days) within which, the bid security shall be returned to the unsuccessful bidder. The bidder requests that the procuring entity shall not take more than 30 days to return the security deposit from the notification of award of being unsuccessful.	As per RFP
312	M/s Tata Consultancy Services Ltd.	45	6. INSTRUCTION TO BIDDERS (ITB)	12) Selection Method: The selection method is Least Cost Based Selection (LCBS or L1).	<b>The bidder requests the following modification:</b> The bidder requests the selection method be changed to Quality and cost-Based Selection (QCBS) with 80 percent weightage given to Technical and 20 percent weightage given to financial scores of the bidders.	As per RFP
313	M/s Tata Consultancy Services Ltd.	47	6. INSTRUCTION TO BIDDERS (ITB)	15) Evaluation & Tabulation of Financial Bids e) the evaluation Shall include all costs and <b>all taxes and duties applicable to the bidder</b> as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents Shall only be applied;	<b>The bidder requests the following clarifications:</b> The bidder understands that the taxes submitted at the time of bid submission are indicative. They shall be applied on actuals at the time of invoicing during the currency of the contract. Please note that the change in duties/taxes under changes in law by Government of India, invoice on account of change in GST (either increase or decrease) or introduction of any new taxes which is applicable on direct transaction between Purchaser and the bidder under change in law shall be submitted by the bidder along with all the necessary supporting documents in a single invoice after payment of all duties/taxes. Please confirm if the understanding is correct.	As per RFP
314	M/s Tata Consultancy Services Ltd.	50	6. INSTRUCTION TO BIDDERS (ITB)	22) Acceptance of the successful Bid and award of contract 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.	<b>The bidder requests the following modification:</b> Please allow the bidder at least 30 working days to submit the performance security from the date of letter of acceptance or letter of intent is received by the bidder	As per RFP
315	M/s Tata Consultancy	51	6. INSTRUCTION TO BIDDERS (ITB)	25) Right to vary quantity	<b>The bidder requests the following modification:</b> Purchaser may also like to reduce or increase the quantity of any	As per RFP

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	Services Ltd.				item in the Scope of Work defined in the RFP. Accordingly total Contract value may change on the basis of the rates defined in the financial proposal. <b>However, these variations should be notified before awarding the work order to the bidder. The total value of these variations should not be more than 5% of the total contract value excluding taxes. Additional Qty Order should be routed through Change Request Route with mutual Price discovery method.</b>	
316	M/s Tata Consultancy Services Ltd.	58	6. INSTRUCTION TO BIDDERS (ITB)	37) Monitoring of Contract f) 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.	<b>The bidder requests the following modification:</b> As the subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract, the bidder should be free to decide on sub-contracting any portion of the contract as required by the bidder. The procuring entity should not object in this regard.	As per RFP
317	M/s Tata Consultancy Services Ltd.	61	7. GENERALTERMS AND CONDITIONS OF TENDER & CONTRACT	5) Eligible Goods and Related Services b) All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. <b>Also, the bidder is to quote/ propose only one make/ model against the respective item.</b>	<b>The bidder requests the following clarifications:</b> Will the bidder be allowed to change the OEM / make / model of any item during the execution of the contract if the change is for an equivalent or a better make / model?	As per RFP
318	M/s Tata Consultancy Services Ltd.	63	7. GENERALTERMS AND CONDITIONS OF TENDER & CONTRACT	14) Taxes & Duties	<b>The bidder requests the following clarifications:</b> Taxes submitted at the time of bid submission are indicative. They shall be applied on actuals at the time of invoicing during the currency of the contract. Please note that the change in duties/taxes under changes in law by Government of India, invoice on account of change in GST (either increase or decrease) or introduction of any new taxes which is applicable on direct transaction between Purchaser and the bidder under change in law shall be submitted by the bidder along with all the necessary supporting documents in a single invoice after payment of all duties/taxes. Please confirm if the understanding is correct.	As per RFP
319	M/s Tata Consultancy Services Ltd.	64	7. GENERALTERMS AND CONDITIONS OF TENDER	17) Sub-contracting a) The bidder Shall not assign or sub-let his contract or any substantial part thereof to any	<b>The bidder requests the following modification:</b> As the subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties,	As per RFP

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			&CONTRACT	other agency without the permission of Purchaser/ Tendering Authority.	responsibilities, or liability under the Contract, the bidder should be free to decide on sub-contracting any portion of the contract as required by the bidder. The procuring entity should not object in this regard.	
320	M/s Tata Consultancy Services Ltd.	65	7. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	20) Insurance a) The Goods supplied under the Contract Shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.	<b>The bidder requests the following clarifications:</b> The bidder understands that the obligation to maintain insurance shall only be till the date & time of delivery at the designated project location. Once the items are delivered, the Purchaser is responsible to maintain insurance of the items for the entire contract period. Please confirm if the understanding is correct.	As per RFP
321	M/s Tata Consultancy Services Ltd.	65	7. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	20) Insurance a) The Goods supplied under the Contract Shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.	<b>The bidder requests the following modifications:</b> The Purchaser shall keep all goods supplied under this Agreement on 'all risk' basis, including but not limited to theft, burglary, fire, damage, strike, riots and civil commotion, acts of terrorism, natural calamities, vandalism, etc. at its own cost and expense with itself as the beneficiary in such policies. The cost of the insurance post-delivery of items shall not be on bidder's account.	As per RFP
322	M/s Tata Consultancy Services Ltd.	66	7. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	31) Limitation of Liability	<b>The bidder requests the following modifications:</b> i) The aggregate liability of bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed the total amount, paid to bidder by the Purchaser in the preceding twelve months under this Agreement that gives rise to such liability (as of the date the liability arose). ii) In no event shall bidder be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause (i) above) even if it has been advised of their possible existence.	As per RFP
323	M/s Tata	69	7. GENERALTERMS	27) Extension in Delivery Period and Liquidated	<b>The bidder requests the following modifications:</b>	As per RFP

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	Consultancy Services Ltd.		AND CONDITIONS OF TENDER & CONTRACT	Damages (LD) ii. The maximum amount of liquidated damages shall be 10% of the contract value.	ii. The maximum amount of liquidated damages shall be 5% of the contract value.  Not with standing anything contained in this Agreement of the RFP the maximum aggregate penalty including liquidated damages shall not exceed five percent of the value of the delayed or undelivered services and can be imposed for reasons that are solely applicable to the SI.	
324	M/s Tata Consultancy Services Ltd.	69	7. GENERALTERMS AND CONDITIONS OF TENDER & CONTRACT	27) Extension in Delivery Period and Liquidated Damages (LD) iii. *The percentage refers to the payment due for the associated works/ goods/ service.d)	<b>The bidder requests the following modification / clarifications:</b> The sub clause is not mentioned after "d)".	As per RFP
325	M/s Tata Consultancy Services Ltd.	69	7. GENERALTERMS AND CONDITIONS OF TENDER & CONTRACT	29) Warranty a) The bidder must supply all items (hardware as well as software) with comprehensive on-site OEM warranty valid for five years after the new products, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.	<b>The bidder requests the following clarifications:</b> As there are multiple items to be supplied in the contract, the delivery timelines shall be staggered and vary. So, the bidder requests that in case of delay of more than 1 months' time, the Warranty shall start from the actual date of installation of the respective equipment of the items covered under the PO.	As per RFP
326	M/s Tata Consultancy Services Ltd.	72	7. GENERALTERMS AND CONDITIONS OF TENDER & CONTRACT	33) Change Orders and Contract Amendments c) 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 <b>shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.</b>	<b>The bidder requests the following modification:</b> The bidder requests deletion of this clause as all prices offered under multiple projects are unique to the project and should not be considered as binding to be offered by the supplier for this project.	As per RFP
327	M/s Tata Consultancy Services Ltd.	72	7. GENERALTERMS AND CONDITIONS OF TENDER & CONTRACT	34) Termination iv. As on effective date of termination, Tendering Authority may pay: a. he unpaid value of all the assets supplied by the Bidder and accepted by the purchaser in accordance with the RFP specifications in order to take over the possession of the assets / application.	<b>The bidder requests the following modification:</b> There is a typo error in the clause. Please modify as below: iv. As on effective date of termination, Tendering Authority will pay: a. The unpaid value of all the assets supplied by the Bidder and accepted by the purchaser in accordance with the RFP specifications in order to take over the possession of the assets / application.	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
328	M/s Tata Consultancy Services Ltd.	73	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	35) Exit Management b) Transfer of Assets	<b>The bidder requests the following clarifications:</b> The bidder understands that all title of the assets is to be transferred to the Purchaser or its nominated agencies on the day of the successful delivery/ installation/ commissioning, whichever is earlier of the supplied items. Please confirm if the understanding is correct.	As per RFP
329	M/s Tata Consultancy Services Ltd.	76	7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	35) Exit Management ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause	<b>The bidder requests the following clarifications:</b> The bidder understands that the Exit management period can be for 6 months post expiry of the contract. So, please confirm how shall the bidder be paid for the services performed during the Exit Management phase post contract expiry at the end of 5 years of O&M phase.	As per RFP
330	M/s Tata Consultancy Services Ltd.	76	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	1) Payment Terms and Schedule a) Payment to the bidder will be made city wise.	<b>The bidder requests the following clarifications:</b> Does this mean one invoice for each of the seven cities (Ajmer, Bharatpur, Bikaner, Jaipur, Jodhpur, Kota and Udaipur) and one invoice for each of the 26 DCRs of State of Rajasthan i.e. total of 33 invoices?	Please refer revised RFP
331	M/s Tata Consultancy Services Ltd.	76	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	1) Payment Terms and Schedule d) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.	<b>The bidder requests the following addition to the clause:</b> Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the Purchaser to the bidder and the bidder shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2% calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, the bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Purchaser and any such withholding by the bidder shall not be treated as breach by it of the provisions of this Agreement.	As per RFP
332	M/s Tata Consultancy Services Ltd.	76	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	1) Payment Terms and Schedule	<b>The bidder requests the following clarifications:</b> 1) During O&M Phase, will the billing be done on monthly basis for each city / district or quarterly basis? 2) During the Implementation phase, the bidder can proceed to bill for each hardware / software at the time of delivery to the end location as per the unit rate determined in the contract. Please confirm if the understanding is correct.	As per revised RFP
333	M/s Tata Consultancy Services Ltd.	77	7. SPECIAL TERMS AND CONDITIONS OF TENDER &	1) Payment Terms and Schedule i) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as	<b>The bidder requests the following modification:</b> The bidder requests that Notwithstanding anything contained in this Agreement of the RFP the maximum aggregate penalty	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
			CONTRACT	mentioned in this bidding document, will be deducted from the payments for the respective milestones.	including liquidated damages shall not exceed 5% of the value of the delayed or undelivered services during Implementation phase AND 5 % of the invoice value in the respective quarter during O&M Phase. This can be imposed for reasons that are solely applicable to the SI.	
334	M/s Tata Consultancy Services Ltd.	79	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	<p>III. Manpower availability service levels The manpower deployed by SI for carrying out and providing FMS services shall necessarily be on direct payroll of the bidder organization and should not be outsourced / subcontracted in any circumstances except for the following manpower category:</p> <ol style="list-style-type: none"> <li>1. Help Desk Support Staff</li> <li>2. Electrical Assistant</li> <li>3. Housekeeping</li> </ol> <p>Only the above-mentioned categories may be outsourced / subcontracted by the bidder organization</p>	<p><b>The bidder requests the following modification:</b> As the subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract, the bidder should be free to decide on sub-contracting any portion of the contract as required by the bidder. The procuring entity should not object in this regard.</p>	Please refer revised RFP
335	M/s Tata Consultancy Services Ltd.	79	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	Annexure-A: Minimum Manpower Resource Table (for each city)	<p><b>The bidder requests the following modification:</b> The bidder would request for flexibility in the minimum qualification / experience criteria mentioned for each profile. This should not be mandated by the procuring entity.</p>	As per revised RFP
336	M/s Tata Consultancy Services Ltd.	87	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	<p>2) Service Level Standards/ Requirements/ Agreement Penalty Capping: 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 Payment for respective quarter.</p>	<p><b>The bidder requests the following clarifications:</b> Is the penalty capping applicable for each city / each DCR or will it be applicable for the total QGR value (combined invoice value for 7 cities and 26 DCRs)? Please clarify.</p>	AS per revised RFP
337	M/s Tata Consultancy Services Ltd.	114	ANNEXURE-11: BANK GUARANTEE FORMAT	BANK GUARANTEE FORMAT {to be submitted by the bidder’s bank} BANK GUARANTEE FORMAT – BID SECURITY	<p><b>The bidder requests the following clarifications:</b> The bidder understands that the Bank’s liability shall stand automatically discharged unless a claim in writing is lodged with the Bank within the period stated in the FDR /BG including the extended period. The PBG will automatically be deemed to expire on the date of expiry of the PBG as mentioned in the agreement.</p>	As per RFP

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338	M/s Tata Consultancy Services Ltd.	General	General	Acceptance of deliverables	<b>The bidder requests the addition of the following clause:</b> The Purchaser shall provide response or feedback on deliverables within 7 working days. Purchaser shall provide signoff within 15 calendar days from the submission of final deliverable in complete form by the bidder. In case, the purchaser fails to provide signoff on the final deliverable within 15 working days, same may be considered as deemed acceptance. However, in case the purchaser confirms to the SI with an alternative date, then that date would stand revised for deemed acceptance. Such revisions will be limited to 1 (one) time for the respective deliverable.	As per RFP
339	M/s Tata Consultancy Services Ltd.	General	General	BoQ format	<b>The bidder requests the following clarification:</b> The BoQ provided only allows the bidder to quote the unit rate on yearly basis for the FMS & AMC for 5 years for the existing items given in the BoQ. However, it does not allow the bidder to quote rates towards Supply of IT / Not IT HW / SW Supply / Installation & Commissioning of such items. How will the selected bidder proceed to provide quotes for such items? Please clarify.	As per RFP
340	M/s Tata Consultancy Services Ltd.	General	Additional clauses to be included in the MSA	Additional clauses to be included in the MSA	<b>Bidder requests the below given clause to be included in the MSA.</b>  Execution Infrastructure  Purchaser will provide necessary and adequate infrastructure to enable the Bidder to fulfil its commitment for the assignment. This will be applicable for each Bidder associated with the project and will be arranged for and provided at no cost to Bidder. The infrastructure will include:  i. Office space; ii. Hardware and software; iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs; iv. Office stationery and consumable; v. Secretarial assistance, if necessary at site; vi. Telephone, e-mail and fax facilities at site; vii. Photocopying assistance; viii. Meeting Room facilities including room equipped with a	as per RFP

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					<p>writing board, seating arrangements, computers/ terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided).</p> <p>The above-mentioned infrastructure will be required for work to be carried out at the site of Purchaser during regular working hours. Purchaser shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.</p> <p>Co-ordination</p> <p>Purchaser will provide timely clarifications and feedback sought by Bidder's Consultants during the period of this assignment. Purchaser will allocate a Project Co-ordinator to interact with Bidder, fix appointments with various Bidder's Personnel and provide local assistance to Bidder's Consultants. The Project Co-ordinator will have necessary authorization from Purchaser to take decisions and give timely approvals as per the need of the project.</p> <p>Assistance</p> <p>The Purchaser will ensure, through its Project Co-ordinator, transfer of information, specification of mutually agreed change-requirements (Change Requests), availability of materials such as documents and equipment, meetings with relevant users and other personnel among other requisites for Bidder to understand and document the same for the purpose of time-bound formal approval by the Bidder, before the service is undertaken by Bidder.</p> <p>Necessary and sufficient time will have to be spent by Users in Purchaser with Bidder personnel during this stage of the assignment.</p> <p>Methodology, Tools and Techniques Bidder will use the methodology, tools and techniques as stated in the accompanying technical proposal. Any change in these, if</p>	

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
					<p>desired by Purchaser will need to be communicated to the Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost.</p> <p><b>Travel and Related Expenses</b> 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.</p> <p><b>Cost Escalation</b> 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 Purchaser, non-availability of facilities at Purchaser site, increase in the scope of the agreed Change-Requirements or increase in 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.</p> <p><b>Independent Relationship</b> This Agreement 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.</p> <p><b>General Indemnity</b>  The Purchaser will, during the period of the coverage of this assignment, indemnify 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 equipment or location of the Purchaser by</p>	

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
					<p>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.</p> <p>Assignment</p> <p>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</p> <p>Additional Support and Services</p> <p>In case the Purchaser requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Bidder on availability-basis at its then current market rate.</p> <p>Publicity</p> <p>Purchaser grants the Bidder a right to identify Purchaser in Bidder' customer lists and other marketing and promotional materials and communications referencing Purchaser as a customer of Bidder.</p> <p>Bidder's Proprietary Software and Pre-Existing IP:- Purchaser acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Bidder 's proprietary software or tools. If Bidder and Purchaser mutually agree that the Bidder provides to Purchaser any proprietary software or tools of Bidder or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Bidder or of a third party. Further, Purchaser acknowledges that in performing Services under this Agreement Bidder may use Bidder 's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed</p>	

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
					<p>hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, (“Bidder Pre-Existing IP”). Notwithstanding anything to the contrary contained in this Agreement, Bidder shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Bidder Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Bidder hereby grants to Purchaser a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Bidder Pre-Existing IP in connection with the deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorizes Purchaser to (a) separate Bidder Pre-Existing IP from the deliverable 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 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>Residuary Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Bidder shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Client, for any other customer of the Bidder (including without limitation any affiliate, competitor or potential competitor of the Purchaser). Nothing contained in this</p>	

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					Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party	
341	M/s Tata Consultancy Services Ltd.		Serial No. 4 Technical Capability –I & Serial No. 5 Technical Capability -II	Documents Required:  Annexure-14 per project reference And Work order(s) and work Completion Certificates should clearly mention name of VMS software from the client; OR Work Order(s) + Self Certificate of Completion (Certified by the CA) OR Work Order(s) + Partial Completion Certificate from the client OR Work Order(s) + Partial Completion Certificate (Certified by CA) In case of CA certified certificate, Please provide CA's Registration Number/ Seal	<b>The bidder requests the following clarifications:</b> Due to Non-disclosure agreement with the customers, it may not be feasible to share the customer name and the client artifacts such as work order/completion certificate etc. Hence, please allow the bidder to submit the anonymous project citation along with self-certificate signed by authorized signatory/company secretary stating the citation criteria (scope, value, duration and current status of project etc.)	As per RFP
342	M/s Tata Consultancy Services Ltd.	General	General	General	<b>The bidder requests the following clarifications:</b> The work order will be single, not be different for all districts. (Need clarity)	As per RFP
343	M/s Tata Consultancy Services Ltd.	General	General	General	<b>The bidder requests the following clarifications:</b> It is written in point number seven of page number 76 that Payment to the bidder will be made city wise. Single invoice should be generated for payment. Multiple invoices will have to be generated for district wise payments which will be a challenging task. (Need to ask).	As per RFP
344	M/s Tata Consultancy Services Ltd.	General	General	General	<b>The bidder requests the following clarifications:</b> Outsourcing should be applicable for all resources.	As per RFP
345	M/s Tata Consultancy Services Ltd.	General	General	General	<b>The bidder requests the following clarifications:</b> We need the item wise cost of the existing hardware to calculate its AMC cost	As per RFP
346	M/s Terracis Technologies Limited	14	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	Average Annual Turnover of the bidder from IT/ITeS during the last three financial years, i.e., 2019-2020, 2020-2021 and 2021-2022 (as per the last published audited balance sheets), should be at least Rs.500 Crores. In case of consortium, at least 50% of the turnover criteria shall be met by the Lead Bidder and the remaining may be fulfilled by the other consortium partner.	Average Annual Turnover of the bidder from IT/ITeS during the last three financial years, i.e., 2019-2020, 2020-2021 and 2021-2022 (as per the last published audited balance sheets), should be at least Rs.300 Crores. In case of consortium, at least 50% of the turnover criteria shall be met by the Lead Bidder and the remaining may be fulfilled by the other consortium partner.	Please refer revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
347	M/s Terracis Technologies Limited	15	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	<p>The lead bidder or consortium member should have successfully established &amp; commissioned or provided Facility Management services centralized at least four Command Control Centres. Work order (s) shall be on or after 1st April 2016:</p> <p>a) Establishment and commissioning of centralized command and control centre with completed 2 year of successful FMS.</p> <p>OR</p> <p>b) Bidder should have experience in managing centralized command and control centre with minimum completed 3 years of experience in providing Facility Management Services.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• Above mentioned each 4 (four) Centralized Command Control Centre means the centralized software driven application for monitoring CCTV cameras and each centre should have minimum 500 camera licenses for centralized monitoring.</li> <li>• The above work orders must be executed/ implemented by the firm itself. Work should not be outsourced.</li> </ul>	<p>The lead bidder or consortium member should have successfully established &amp; commissioned or provided Facility Management services centralized at least two Command Control Centres. Work order (s) shall be on or after 1st April 2016:</p> <p>a) Establishment and commissioning of centralized command and control centre at least one project should have completed 2 years FMS successfully</p> <p>OR</p> <p>b) Bidder should have experience in managing centralized command and control centre with minimum completed 3 years of experience in providing Facility Management Services.</p>	Please refer revised RFP
348	M/s Terracis Technologies Limited	15	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	<p>The lead bidder or consortium member should have successfully established &amp; commissioned or providing Facility Management Services at least four Data Centre (each Data Centre should have minimum 20 Physical Server and 250 TB SAN/ NAS storage) at four locations. Work order (s) shall be on or after 1st April 2016:</p> <ul style="list-style-type: none"> <li>• Establishment and commissioning Data centre (s) with completed 2 year of successful FMS.</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Bidder should have experience in managing Data centre (s) with minimum completed 3 years of experience in providing Facility Management Services.</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>• Bidder's in house data centres shall not be considered.</li> </ul>	<p>The lead bidder or consortium member should have successfully established &amp; commissioned or providing Facility Management Services at least two Data Centre (each Data Centre should have minimum 20 Physical Server and 250 TB SAN/NAS storage) at two locations. Work order (s) shall be on or after 1st April 2016:</p> <ul style="list-style-type: none"> <li>• Establishment and commissioning Data centre (s) with completed 2 year of successful FMS.</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Bidder should have experience in managing Data centre (s) with minimum completed 3 years of experience in providing Facility Management Services.</li> </ul>	Please refer revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				<ul style="list-style-type: none"> <li>The above work orders must be executed/ implemented by the firm itself. Work should not be outsourced.</li> </ul>		
349	M/s Terracis Technologies Limited			Existing ICCC and VMS solutions	Request you to please allow the bidder to quote their own solution of ICCC and VMS	As per RFP
350	M/s Infinite Computer Solution Ltd.	15	Volume-I , Pg.No.15, PRE-QUALIFICATION/ ELIGIBILITY CRITERIA, Technical Capability –I, Point No.4	<p>The lead bidder or consortium member should have successfully established &amp; commissioned or provided Facility Management services centralized at least four Command Control Centres. Work order (s) shall be on or after 1st April 2016:</p> <p>a) Establishment and commissioning of centralized command and control centre with completed 2 year of successful FMS.</p> <p>OR</p> <p>b) Bidder should have experience in managing centralized command and control centre with minimum completed 3 years of experience in providing Facility Management Services.</p>	<p>This is open tender to bring more participation in it in turn to get competitive prices, we request to please amend this clause to encourage more bidders to participate and make it more open.</p> <p>"The lead bidder or consortium member should have successfully established &amp; commissioned or provided Facility Management services centralized at least two Command Control Centres. Work order (s) shall be on or <b>before</b> 1st April 2018:</p> <p>(a) Establishment and commissioning of centralized command and control centre with completed <b>01 year</b> of successful FMS.</p> <p>OR</p> <p>b) Bidder should have experience in managing centralized command and control centre with minimum completed <b>02 years</b> of experience in providing Facility Management Services."</p>	Please refer revised RFP
351	M/s Infinite Computer Solution Ltd.	15	Volume-I , Pg.No.15, PRE-QUALIFICATION/ ELIGIBILITY CRITERIA, Technical Capability –I, Point No.5	<p>The lead bidder or consortium member should have successfully established &amp; commissioned or providing Facility Management Services at least four Data Centre (each Data Centre should have minimum 20 Physical Server and 250 TB SAN/ NAS storage) at four locations. Work order(s) shall be on or after 1st April 2016:</p> <ul style="list-style-type: none"> <li>Establishment and commissioning Data centre (s) with completed 2 year of successful FMS.</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>Bidder should have experience in managing Data centre (s) with minimum completed 3 years of experience in providing Facility Management Services.</li> </ul>	<p>This is open tender to bring more participation in it in turn to get competitive prices, we request to please amend this clause to encourage more bidders to participate and make it more open.</p> <p>"The lead bidder or consortium member should have successfully established &amp; commissioned or providing Facility Management Services at least <b>Two</b> Data Centre (each Data Centre should have minimum 20 Physical Server and 250 TB SAN/NAS storage) at Two locations.</p> <p>"Work order (s) shall be on or before <b>1st April 2018</b>:</p> <ul style="list-style-type: none"> <li>Establishment and commissioning Data centre (s) with completed <b>01 year</b> of successful FMS.</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>Bidder should have experience in managing Data centre (s) with minimum completed <b>02 years</b> of experience in providing Facility Management Services." </li></ul>	Please refer revised RFP
352	M/s Parity Infotech Solutions	PRE-QUALIFICATION/ ELIGIBILITY	Consortium is also allowed. The consortium shall not consist of more than two companies/	<p>The consortium shall not consist of more than three companies/ corporations and shall be formed under a duly stamped consortium agreement. (Attach Proof). In a consortium, one of the partners shall be</p>	Stamped Consortium Agreement for three Partners	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
		CRITERIA		corporations and shall be formed under a duly stamped consortium agreement. (Attach Proof). In a consortium, one of the partners shall be designated as a "Lead Partner". Both member of the consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire project. In case of any issues, Lead Partner shall be responsible for all the penalties. A bidder cannot be partner in more than one consortium.	designated as a "Lead Partner". All the members of the consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire project. In case of any issues, Lead Partner shall be responsible for all the penalties. A bidder cannot be partner in more than one consortium(The requirement for allowing three members in the consortium is due to the operational experience required for FMS , Surveillance and Data Center )	
353	M/s Parity Infotech Solutions	Certifications	The lead bidder or consortium member must possess at the time of bidding, a valid a. ISO 9001:2015 b. ISO 20000-1:2018 c. ISO 27001:2013 d. CMMI Level 5	The lead bidder or consortium member must possess at the time of bidding, a valid a. ISO 9001:2015 b. ISO 20000-1:2018 c. ISO 27001:2013 d. CMMI Level 3 required because this is more of an operational work than Software development	Proof of Certifications	Please refer revised RFP
354	M/s Parity Infotech Solutions		3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA 5. Technical Capability –II	The lead bidder or consortium member should have successfully established & commissioned or providing Facility Management Services at least three Data Centre (each Data Centre should have minimum 20 Physical Server and 250 TB SAN/NAS storage) at four locations. Work order (s) shall be on or after 1st April 2016: • Establishment and commissioning Data centre (s)	Proof of Work orders and Completion Certificate	As per revised RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
				with completed 2 year of successful FMS. OR • Bidder should have experience in managing Data centre (s) with minimum completed 3 years of experience in providing Facility Management Services. Note: • Bidder's in house data centres shall not be considered. • The above work orders must be executed/implemented by the firm itself. Work should not be outsourced.		
355	M/s Mahindra Defence Systems Limited ( MDSL)	Volume-I , Page- 90 , 91	ANNEXURE-1: BILL OF MATERIAL (BoM)Following items is required to be taken by SI for Comprehensive Annual Maintenance Contract Annexure -C	8. Professional LED Display for video Surveillance room and Forensic Room , LG & Delta , 412 nos. 9. Professional LED Display less Bezel , Delta , 202 nos.	The equipment supplied has been in use from last more than 5 years and has consumed its effective running hours ( As per LG , lifespan of LED is 60,000 hrs. out of which 50,000 hrs. are already consumed). The Display loses its brightness eventually and will require to be replaced in the course of time (approx. 1- 2 Years). It is suggested to include replacement of these LEDs with new one in bidder scope during the AMC period ( in 1 -2 years' time	As per RFP
357	M/s Mahindra Defence Systems Limited ( MDSL)	Volume-I , Page- 89 , 91	ANNEXURE-1: BILL OF MATERIAL (BoM) Maintenance & support as per scope of work of following items required to be taken from respective OEM (ANNEXURE – B)	32. 60 KVA UPS with battery bank required cabling and protection, Vertiv, 14 nos. 33. 80 KVA UPS with battery bank, required cabling and protection, Vertiv, 12 no	On average, a battery will last anywhere from 3-5 years as per Industry standards. The UPS batteries have been in use from last more than 5 years and have already completed their lifespan. It is suggested to include replacement of these batteries with new one in bidder scope during the AMC period.	As per RFP
358	M/s Dell	90	Following items is required to be taken by SI for Comprehensive Annual Maintenance Contract	Following items is required to be taken by SI for Comprehensive Annual Maintenance Contract	Please share Service /Serial No's of IT Products	As per RFP
359	M/s Dell	7	Contract/ Project Period	Contract/ Project Period	Please share Contract Start Date	As per RFP
360	M/s Dell	90	Following items is required to be taken by SI for Comprehensive Annual Maintenance Contract	Following items is required to be taken by SI for Comprehensive Annual Maintenance Contract	Need to know health of the systems and if we have active warranty with OEM/Bidder	As per RFP
361	M/s Dell	79	Manpower availability service levels	Manpower availability service levels	Can server admin /Storage Admin/network admin/DB admin can bidder do sub-contracting	Please refer revised RFP
362	M/s Dell	29	Item no- 16,Access	Router and Switch OEM should be in Gartner	Kindly amend the Clause as "Router and Switch OEM should be	As per RFP

S. No.	Firm Name	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Reply
			Switch, Point 16	Magic leaders quadrant or IDC top 3 vendors for networking for last 3 years	in Gartner Magic quadrant or IDC top 3 vendors for networking for last 3 years"	
363	M/s Dell	30	Item No 17 : Core Switch-Data Center, Point 15	Router and Switch OEM should be in Gartner Magic leaders quadrant or IDC top 3 vendors for networking for last 3 years	Kindly amend the Clause as "Router and Switch OEM should be in Gartner Magic quadrant or IDC top 3 vendors for networking for last 3 years"	As per RFP
364	M/s E-Connect Solutions Pvt Ltd	14	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	Consortium	We request you to kindly allow Consortium as 1 Lead Bidder and 2 Consortium Partner to participate in the bid	As per RFP
365	M/s Dell	21	Item number 11 Primary Storage	RFP restricts the participation of other leading vendor of Storage as it is existing vendors has been asked by name. It will lead to no contest and no participation from competition. Bidders are forced to take only existing	Bidders to be allowed to take competitive products against only upgrade with buyback option without disrupting the existing setup until new complete with data migration .The existing technology is old and upgrade on same is loss to exchequer	As per RFP
366	M/s Dell	22	Item Number 12 ( A) Secondary Storage	RFP restricts the participation of other leading vendor of Storage as it is existing vendors has been asked by name. It will lead to no contest and no participation from competition. Bidders are forced to take only existing	Bidders to be allowed to take competitive products against only upgrade with buyback option without disrupting the existing setup until new complete with data migration .The existing technology is old and upgrade on same is loss to exchequer	As per RFP
367	M/s Dell	23	Item Number 12 ( B) Tape library	RFP restricts the participation of other leading vendor of Tape Library as it is existing vendors has been asked by name. It will lead to no contest and no participation from competition. Bidders are forced to take only existing	Bidders to be allowed to take competitive products against only upgrade with buyback option without disrupting the existing setup until new complete with data migration .The existing technology is old and upgrade on same is loss to exchequer	As per RFP
368	M/s Dell	24	Item Number 13 SAN Switch	RFP restricts the participation of other leading vendor of SAN switch as it is existing vendors has been asked by name. It will lead to no contest and no participation from competition. Bidders are forced to take only existing	Bidders to be allowed to take competitive products against only upgrade with buyback option without disrupting the existing setup until new complete with data migration	As per RFP
369	M/s Dell	6	Item Number 1 Blade Chassis	RFP restricts the participation of other leading vendor of Server switch as it is existing vendors has been asked by name. It will lead to no contest and no participation from competition. Bidders are forced to take only existing	Bidders to be allowed to take competitive products against only upgrade with buyback option without disrupting the existing setup until new complete with data migration .The existing technology is old and upgrade on same is loss to exchequer	As per RFP
370	M/s Dell	7	Item Number 2 Blade Chassis	RFP restricts the participation of other leading vendor of Server as it is existing vendors has been asked by name. It will lead to no contest and no participation from competition. Bidders are forced to take only existing	Bidders to be allowed to take competitive products against only upgrade with buyback option without disrupting the existing setup until new complete with data migration .The existing technology is old and upgrade on same is loss to exchequer	As per RFP