

Pre-Bid Meeting held on 16.02.2016 w.r.t. the tender No SSSPMCIL/IT/112-A H/W/10/Vol-VII dated 06.02.2016 “AMC contract for IT & NoN-IT Hardware and related infrastructure at DC, DRC & Units”

Sr. No.	Name of the Bidder	Page No of the hard copy	Clause No/Ref No	Tender Description	Query	SPMCIL Response
1	HCL	21. Taxes and Duties	45	21.1. Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to SPMCIL. 21.2. Further instruction, if any, shall be as provided in the SCC.	PI allows that any change in tax rate or introduction of new taxes during entire contract duration as applicable at the time of billing shall be reimbursed by customer in full.	Taxes applicable from time to time during currency of contract will be applicable to service receiver.
2	HCL	14. Firm Price / Variable Price	12	14.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.	1. PI allows that any change in tax rate or introduction of new taxes during entire contract duration shall be reimbursed by customer in full. 2. Any fluctuation in foreign exchange shall be fully reimbursed by customer as applicable on the date of billing.	1. Taxes applicable from time to time during currency of contract will be applicable to service receiver. 2. No Change
3	HCL	19. Tender Validity	32	Bid validity is One Hundred and Eighty (180) days from the last date of submission of bid.	PI revised the bid validity to 60 days from the last date of bid submission.	No change
4	HCL	16.6	44	16.6. If the supplier, having been notified, fails to rectify/replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), SPMCIL may proceed to take such remedial action(s) as deemed fit by SPMCIL, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which SPMCIL may have against the supplier.	Maximum limit of expense to be bear by supplier will not be more than 5% of quarterly billing.	No change

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5	HCL	19.3. Option Clause:	45	19.1. Once a contract has been concluded, the terms and conditions thereof will generally not be varied. However if necessary, SPMCIL may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following: (a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for SPMCIL, (b) mode of packing, (c) incidental services to be provided by the supplier (d) mode of despatch, (e) place of delivery, and (f) any other area(s) of the contract, as felt necessary by SPMCIL depending on the merits of the case.	Any modification to contractual terms should be effective only with mutual consent of contractor.	No change
6	HCL	23.2	48	23.2. Subject to the provision under GCC clause 28, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions besides any administrative action:a) imposition of liquidated damages,b) forfeiture of its performance security andc) termination of the contract for default.	Pl remove sub clause (b) & (c) from 23.2 clause.	No changes

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7	HCL	26. Termination for default	50	<p>26.1. SPMCIL, without prejudice to any other contractual rights and remedies available to it (SPMCIL), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by SPMCIL pursuant to GCC sub-clauses 23.3 and 23.4.</p> <p>26.2. In the event of SPMCIL terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, SPMCIL may procure goods and/ or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the “Risk and Cost” of the supplier and the supplier shall be liable to SPMCIL for the extra expenditure, if any, incurred by SPMCIL for arranging such procurement.</p>	<p>Maximum limit of expense to be bear by supplier will not be more than 5% of quarterly billing.</p> <p>Bidder should also be allowed for invoking termination right.</p>	No change
8	HCL	29. Termination for convenience	50	<p>29.1. SPMCIL reserves the right to terminate the contract, in whole or in part for its (SPMCIL’s) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of SPMCIL. The notice shall also indicate inter-alia, the extent to which the supplier’s performance under the contract is terminated, and the date with effect from which such termination will become effective.</p>	<p>Bidder should also be allowed for invoking termination right.</p>	No change
9	HCL	22.3, 22.4, 22.6 Terms and mode of payment	57	<p>The payment shall be on quarterly basis. The contractor shall submit his bill in triplicate duly pre-receipted and affixed with appropriated revenue stamp, to the concerned officer SPMCIL.</p>	<p>PI amend the payment terms to quarterly in advance or monthly in advance.</p>	No changes

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10	HCL	4.22 Insurance	71	The bidder will be responsible for acquiring insurance for all components, equipment and software installed/commissioned at Data center, Noida and Disaster recovery center, Hyderabad. The goods insured shall be fully insured in Indian Rupees naming Security Printing & Mining Corporation of India Limited (SPMCIL) as the beneficiary.	PI remove this clause. Customer to ensure insurance of all component , Equipment , software at DC & DRC.	No changes
11	HCL	4.32	78	4.32 Back to back service agreement with the following OEM is mandatory and bidder has to submit the valid required documents in support of that along with the bid, failing which bid will be rejected.	MAF from OEM should be sufficient document to show back 2 back support from OEM.	MAF is sufficient at the time of bidding however the selected bidder has to do back to back agreement with the OEMs at the time of contract and same need to be submitted to SPMCIL
12	HCL	Section IX: Qualification/ Eligibility Criteria	82	ii. Bidder Firm should not have suffered any financial loss for more than one year during the last Three years ending 31.03.2015 iii. The net worth of the firm should not have eroded by more than 30% in the last three ending 31.03.2015	PI amend clause ii as follows: Bidder Firm should not have suffered any financial cash loss for more than one year during the last Three years ending 2015 PI add new clause : If Bidder is a subsidiary Company incorporated under Companies Act, then Parent company’s credentials and supporting documents, pertaining to a time frame when the Bidder was a constituent business division of the Parent Company, shall be considered for qualification criteria of such bidder (Subsidiary).”	No change

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13	HCL	Section V:SSC : 4. Maintenance Support Services	60	4. Maintenance Support ServicesWith the above background, SPMCIL is looking forward to engage a firm having following: ...	Kindly ammend as "The lead bidder can partner with IT Service Provider fulfilling the creterion mentioned below in the clause 4. Maintenance Support Services ,Section V SSC.Lead bidder will submit the agreement copy along with the bid.	The lead bidder can partner with IT Service Provider fulfilling the criterion mentioned in the clause 4. Maintenance Support Services at page 58 of RFP and Section V SSC on page 55 of the RFP. Lead bidder need to submit the agreement copy along with the bid. However the SLA will applicable on the lead bidder only
14	HCL	24. Liquidated damages	49	24.1. Subject to GCC clause 28, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, SPMCIL shall, without prejudice to other rights and remedies available to SPMCIL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the ½% percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed goods' or services' contract price(s). During the above mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 23.4 above shall also apply.	Since There is no supply of product or services to be performed other than AMC contract pl remove this clause.	No Change

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15	HCL	4.30.2 General SLA Terms	77	Deduction of more than 20% of total contract value as penalty in three consecutive quarters on account of any reasons will be deemed to be an event of default and termination.	PI revise the maximum cap of penalty in a quarter to 5% of quarterly billing.	No changes
16	HCL	6. Performance Bond/ Security	38	6.1. Within twenty-one days after the issue of notification of award by SPMCIL, the supplier shall furnish performance security to SPMCIL for an amount equal to (10%) ten per cent of the total value of the contract, performance bond/Security deposit – shall be valid upto to the complete conclusion of contractual obligations to the complete satisfaction of both the bidder and the buyer, including the warranty period.6.2. The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:(i) Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of SPMCIL as indicated in the clause 4 of NIT in reference to EMD.(ii) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in section XV of this document.	PI revised PBG limit to 5% of annual contract value valid for one year and shall be renewed every year till contract duration.	No changes
17	HCL	Patent Right	38	4. Patent Rights 4.1. The supplier shall, at all times, indemnify SPMCIL, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against SPMCIL, SPMCIL shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to SPMCIL.	Please add following text at the end of this clause: Notwithstanding anything contrary contained herein, the liability of the Bidder in respect of Equipment/ Software not owned by the Bidder shall be restricted to the extent of amount received by the Bidder towards the infringement claims made against the concerned Licensor or owner of the intellectual property rights in the Equipment / Software.	No changes

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18	HCL	6. Performance Bond/ Security	38	6. Performance Bond/ Security	Please add following text as clause 6.6:Notwithstanding anything to the contrary contained in the contract, the Performance Bank Guarantee shall be reduced: (a) pro rata by the portion of the contract price payable for any Equipment(s)/ Hardware(s)/ Software(s)/ Product(s) that have achieved User Acceptance/ Operational Acceptance/Deemed Acceptance. (b) pro rata by the portion of the value calculated on quarterly basis for the warranty period. Any Bank Guarantee shall automatically become null and void once all the obligations of the Bidder under the respective Bank Guarantee(s) have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The Performance Bank Guarantee shall be returned to the Bidder no later than thirty days after its expiration.	No changes
19	HCL	Taxes and Duties	45	21. Taxes and Duties 21.1. Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to SPMCIL. 21.2. Further instruction, if any, shall be as provided in the SCC.	Please add following text as clause 21.3: Notwithstanding anything to the contrary herein in case any national or state statute or any local law or regulation or by-law of any duly constituted authority is changed or comes into force which results in extra costs/tax in relation to the provision of the Equipment/ Software/ Services, the consequential effect shall be to the account of the Customer and the same shall be borne by the Customer. Any additional Cost (in terms of tax) on account of change in law-customer to bear that cost.	Taxes applicable from time to time during currency of contract will be applicable to service receiver.

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20	HCL	Terms and Mode of Payment	45	<p>22. Terms and Mode of Payment: Unless specified otherwise in SCC, the terms of payments would be as follows:22.1. Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier.</p>	<p>Please add following text as clause 22.3:The Deliverable(s)/Equipment(s)/Software(s)/Product(s) which requires acceptance test shall be deemed to be accepted (without requiring supporting signatures of the Customer), for the purpose of release of payment and for start of the warranty period and otherwise, on occurrence of any one of following events, whichever occurs earliest: a. if Customer fails to conduct or attend the acceptance test or does not provide a written notice of any rejection/confirmation of acceptance test, within seven (7) days from the date of Test readiness notification by the Bidder, orb. if Customer puts the Deliverable(s)/Equipment(s)/Software(s)/Product(s) into operational/ productive/ normal use prior to successful acceptance test, or c. if Equipment(s)/Software(s)/Deliverable(s)/Product(s) has been installed but, due to reasons beyond the control of the Bidder, it has not been possible during a period of seven (7) days from the date of notice by the Bidder, to proceed with the acceptance tests.</p>	No changes
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21	HCL	23. Delay in the supplier's performance and 24. LD	49	23. Delay in the supplier's performance and 24. LD	<p>Please add following text as clause 23.6:Notwithstanding anything contrary contained in this contract, in case, there is a delay in the delivery or acceptance testing of the Deliverable(s)/ Equipment(s)/Product(s) and/ or performance of Services, in accordance with the time schedule for the reasons solely attributable to the Bidder, then the Customer may claim from the Bidder, as liquidated damages in respect of the delay, a sum equivalent to 0.25% of the value of the delayed Deliverable(s)/ Equipment(s)/ Product(s) and/or Services for every week of delay or part of a week, subject to the maximum value of the liquidated damages being not more than 5% of the value of delayed Deliverable(s)/Equipment(s)/Product(s) and/or Services. Payment of this amount shall fully satisfy the Customer's claims in respect of delay and no further amounts may be claimed for damages or compensation from the Bidder in respect thereof.</p>	No Change
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22	HCL	26. Termination for default	50	26. Termination for default	<p>Please add following text as clause 26.4: Notwithstanding anything contrary contained herein, the Customer shall make payment for the Deliverable(s)/ Equipment(s)/ Software(s)/ Product(s) duly supplied and/or Service(s) performed, including also the work in progress, up to the date of termination for any cause. The term “work in progress” shall include but not be limited to the value of goods meant for delivery to the Customer for which prior to the date of termination (i) manufacturing/ service delivery process was initiated by HCL or its vendors; or (ii) order was placed by HCL on its vendors.</p>	No Change
23	HCL	28. Force Majeure	50	28. Force Majeure	<p>Please add following text as clause 28.4:If the delay resulting from Force Majeure exceeds two (2) months, either Party may cancel the unperformed part. Payment shall remain due for the performed part, and the Parties shall promptly settle their accounts accordingly.</p>	No Change
24	HCL	33.2. Arbitration Clause:-	52	33.2. Arbitration Clause:-	<p>Please substitute the procedure for the appointment of the arbitrator</p> <p>If, after seven (7) days from the commencement of negotiations, the Customer and the Bidder have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred to a Sole Arbitrator to be appointed by the President of Indian Council of Arbitration, New Delhi in accordance with its rules.</p>	No Change

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25	HCL	4.30 Availability of SLAs	74	4.30 Availability of SLAs	<p>Please add following text as clause 4.30.6: Notwithstanding anything to the contrary contained in the Contract, if the Bidder is not able to maintain the service level standards, then the Bidder is liable to Penalty, only if the shortfall is for reasons solely attributable to a default by the Bidder (excluding force majeure). Payment of Penalty by the Bidder shall fully satisfy the Customer in respect of failure of the Bidder to maintain the service level standards and no further amounts shall be claimed by the Customer for damages or compensation from the Bidder in respect thereof. However, overall penalty shall not exceed 2% of the Contract value. Penalties and Liquidated Damages shall not run concurrently for the same cause.</p>	No Change
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26	HCL	4.32	78	<p>Back to back service agreement with the following OEM is mandatory and bidder has to submit the valid required documents in support of that along with the bid, failing which bid will be rejected. 1. Server -HP2.Netoworking - Cisco3.PAC -Emerson4. UPS -Emrson - Emerson/Numeric/APC5.DG Set - Cummins6. Air Purifier - Bry 7. Antivirus - Symantec</p>	<p>If the asset is EOS/EOL from OEM SPMCIL should remove this from Vendor AMC Agreement Expected OEM Wise EOS /EOL 1. HP : Few HP Hardware may be EOS from OEM2. Cisco : Majority of Cisco Assets will be EOS from OEM 3. Emerson : UPS and PAC is also expected to be EOS in 5 Years of Tenure 4. Symantec : Every Year Antivirus License has to be Renewed the exiting Version will be EOL and expectation is that the new Version will be available for which the HW Requirement compatibility may be a challenge.If an asset is coming in EOS/EOL category during the tenure of 5 Years , No OEM will give back to back AMC Services hence SPMCIL has to be plan for Tech Refresh once any product is going EOL/EOS from OEM and remove the same from Vendor AMC SOW and SLA.</p>	<p>If an asset is coming in EOS/EOL category during the tenure of 5 Years it will be the responsibility of the bidder to provide replacement of the same with latest or equivalent model.</p>
27	HCL	4.3	64	<p>4.3 MPLS Bandwidth Requirement: The bidder should provide the link connectivity of 2 mbps bandwidth at each of the units. Bidder should supply & maintain 20 mbps bandwidth as DC link and 15 Mbps as DR link, from two distinct service providers with their own non-sharing link, i.e. Single POP. If required the link connectivity can be increased from 2 mbps to 4 mbps bandwidth.</p>	<p>MPLS Bandwidth has to be obtained directly from the ISP only as per Regulations MPLS Bandwidth Agreement can be Signed between ISP and SPMCIL and SLA also has to be signed between two agencies. The SLA ownership of the MPLS Bandwidth should be owned by IPS not of AMC Vendor .Also the MPLS SOW/SLA should be removed out of this AMC . Vendor can only take care of ISP Follow ups .</p>	<p>As Per TRAI guideline, Tri-party agreement can be signed; however, bidder will be responsible to maintain SLAs.</p>

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28	HCL	4.17	69	4.17 Monitoring facility available at SPMCIL (CA Spectrum) SPMCIL have CA-Spectrum tool for monitoring servers, network, terminals etc. centrally from data center. Bidder need to maintain the same and may be required to make configuration changes as and when required bidder should provide system generated reports for SLA maintenance.	CA Systemedge Service Availability AIM CA Systemedge Above Two CA products are EOS as on date other are also will go EOS CA Software products are EOL/EOS cannot be renewed and a alternative product has to be purchased from OEM Directly by SPMCIL.	If any software is coming to EOS/EOL category during the tenure of 5 Years it will the responsibility of the bidder to provide replacement of the same with latest version of the same and has to do all the configurations.
29	Airtel	It is to bring to your notice that there is no mention of lead time for delivery of connectivity portion of the bid.		A lead time of at least 8 weeks should be provided for the implementation of connectivity portion, otherwise, it would mean that only existing service provider can only participate and a reputed bandwidth service provider like Airtel would not be able to participate		8 weeks lead time will be given, in case of new service provider, if bidder fails to establish backbone with in stipulated time frame, bidder shall bear the cost of existing service provider, till the time new vendor establish the backbone(connectivity)
30	Wipro		Generic	AMC Period for 5 years	Will this be a single order for 5 years or on yearly renewal basic.	Single tender for 5 years
31	Wipro	47	24	Liquidated damages	You have linked the penalties linked with the defined SLA then additionally imposing LD would be an extra burden on the bidder. Request you to review and waive off the same.	No change
32	Wipro	62	4.3	MPLS Bandwidth Requirement	In case direct contract is signed between SPMCIL and the ISP, then how and why the bidder is liable and responsible for the services provided by ISP. Practically, in this case the bidder will not have any control on the ISP and it would also be difficult to maintain the desired SLA. Pls review and provide clarify	As Per TRAI guideline, Tri-party agreement can be signed; however, bidder will be responsible to maintain SLAs.

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33	Wipro	67	4.18	Helpdesk System	Hope that the physical Infrastructure is in place with SPMCIL for the helpdesk and the bidder only need to provide the manpower to run it. Please correct if the understanding is not correct.	Yes
34	Wipro	76	4.32	Back to back service agreement with the following OEM is mandatory and bidder has to submit the valid required documents in support of that along with the bid, failing which bid will be rejected.	We understand from this clause that the bidder need to have back to back service agreement with OEM for only the defined 7 major components. Rest all other small passive components needs to be managed by the bidder at their own. Pls confirm.	No Change
35	Wipro	80	3. Financial standing	i. Average Annual turnover of the bidder firm during last three years ending 31.03.2015 should be more than Rs. 2.3 Cr. ii. Bidder Firm should not have suffered any financial loss for more than one year during the last Three years ending 31.03.2015 iii. The net worth of the firm should not have eroded by more than 30% in the last three ending 31.03.2015	The required financials are on the lower side to deliver the kind of expectations and the scope of work. Hence, please review and update on this.	No Change
36	ATOS	Section 4.5 , page 64		The bidder should ensure the attainment of the RTO & RPO requirements while deploying the dedicated NLD without having an overlap on the MPLS.	Providing NLD is in scope for bidder ? If so whats the bandwidth requirement ?	Bidder need to supply NLD,
37	ATOS	Section 4.19 , page 69		Man power deployment details	As per section 4.19 , project coordinator will be at DC . But section 4.21 specifies the person to be at SPMCI corporate office. Please clarify	On the basis of requirement he can be placed any where
38	ATOS	Section 4.19 , page 69		Man power deployment details	Any deviation from the resource count specified in 4.19 allowed?	No Changes
39	ATOS	Section 4.19 , page 69		Man power deployment details	AMS support considered only for 9 units though SPMCI have 10 units. Is this correct?	Yes
40	ATOS	Section 4.19 , page 69		AMS/VMS Support	What are the activities in AMS and VMS support	AMS is attendance Management System used

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						for all types of employees of SPMCIL for Attendance and Visitor Management System for Visitors.
41	ATOS	Section 4.5 , page 64		The above mentioned firewall management solution reduces the total cost of ownership by implementing one time policy/ software changes for all virtual firewalls deployed across the Backend, Front-end, and Public layers of the network) by leveraging on the virtualization technology.	whats the virtualization technology deployed?	Cisco Firewall is used
42	ATOS	Section 4.19 , page 6		Man power deployment details	Will SPMCIL provide all work related facilities like desktops, drawers, connectivity, , access etc for the onsite resources deploys at DC, DRC and at it units	It is the responsibility of SPMCIL to provide the work environment.
43	ATOS	Section 4.24 , page 7		The bidder is responsible for providing Anti-Virus & Anti-Spa software, which can monitor centrally all desktops and serve from at Data Center & units	What’s the number of license required for antivirus - for both server and desktops?	Both for Servers and Desktops
44	ATOS	Section 4.19 , page 6		Man power deployment details	As per section Storage , Database , Backup, Security Support manpower is not included. For Managed service, scope, Should Atos provide resources out of the section 4.19 for storage, backup, antivirus , virtualization etc Hoe its done in current setup?	The Manpower deployed at SPMCIL from bidder need to keep all the servers Up and Running and In existing system the Present Team is handling everything.

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45	ATOS	Section 1, page 59		Requirement Description	What are activities in BMS, tool used for access control ? Will the same AMS/VMS support personnel will be handling these activates as well ?	BMS is Building Management System and Manpower deployed will provide the services for BMS,VMS and AMS.
46	ATOS	Section4.33 page 79		Bidder needs to maintain below SAP performance parameters	We understand SPMCIL have SAP IT team for supporting SAP applications. Our understanding is that the SAP performance parameters mentioned in this section will be applicable to them and not to bidders	It will be responsibility of the bidders to keep the servers and Network up and running for SAP.
47	ATOS	Section 4.19 , page 69		Man power deployment details	Is subcontractor allowed for AMC, Support for IT and non IT	The lead bidder can partner with IT Service Provider fulfilling the criterion mentioned in the clause 4. Maintenance Support Services at page 58 of RFP and Section V SSC on page 55 of the RFP . Lead bidder need to submit the agreement copy along with the bid. However the SLA will applicable on the lead bidder only
48	ATOS	Section 4.6 Page 65		The bidder is responsible for providing the high speed broadband internet connection of minimum 4 Mbps (with two static IPs') bandwidth at Data Center	In connectivity its mention 4Mbps connectivity required at DC. But in price schedule its mentioned as 2Mbps . Please clarify	4 Mbps high speed broadband connection is required.

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49	ATOS	Section 4.19 , page 65		Man power deployment details	Please provide dump of last 6 months tickets created for various severities bifurcated based on units and DC/DR and types of ticket created	Will be shared with the successful bidder.
50	ATOS	Annexure 1		Expected Service window for SPMCIL is 24x7 at DC & DR and 12x6 at SPMCIL units. Except those units which run round the clock where service window should be 24*6	For IT infra support for units, it's given as per annexure 1 person in Delhi and 2 persons in Noida. But in order to provide 12x6 or 24x6 support as per applicable, we may require at least 3 resources Please clarify	The manpower mentioned in the RFP is as on date and for any change in future during the tender period the profile man-month rate of the same will be applicable
51	ATOS	Section 4.29 Page 73		Expected Service window for SPMCIL is 24x7 at DC & DR and 12x6 at SPMCIL units. Except those units which run round the clock where service window should be 24*6	Which are units requiring 12x6 and those requiring 24x6.	Will be shared once the bidder is finalized.
52	ATOS	Section 4.13 , Page 67		Bidder will be responsible for movement of tapes from DC to DRC or vice-versa.	Whats the frequency currently done for tape offshoring ?. How data restoration currently done?	These tapes are moved only on need basis
53	ATOS	section 4.19 Page 69		Man power deployment details	What the number of working days for resource in SPMCI. Please share holiday calender	6 days working
54	ATOS	Section 1 , page 59		Requirement Description	Is Asset Management in scope? If yes, whats the tool deployed and do we have to provide dedicated Asset Manager?	No
55	ATOS	Section 4.27, page 72		Service Level Agreement (SLA)	Please share SLA & KPI reports for last 6 months.	Will be shared once the bidder is finalized.
56	ATOS	Section 1 , page 59		Requirement Description	Is disposal of IT assets outsourced to a third-party vendor or is that the responsibility of the service provider?	No
57	ATOS	Section 1 , page 59		Requirement Description	Please provide warranty details of all assets in scope	Plz contact OEM for the details
58	ATOS	Section 1 , page 59		Requirement Description	What are the OS currently deployed ?. IS there any virtualization done on servers	Os used is HP UX, Windows 2008 for servers, No

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						Virtualization.
59	ATOS	Section 4.8, Page 65		Directory Services Support	What is scope of work for directory services	Standard Functionality of Directory Services.
60	ATOS	Section 4.26, Page 72		Supply 619291-B21 HP 900-GB 6G 10K 2.5 DP SAS HDD for HP DL580 G7 Server	Whats the version of MS exchange and is the server been virtualized.	Exchange 2010
61	ATOS	Section 4.26, page 72		Supply 619291-B21 HP 900-GB 6G 10K 2.5 DP SAS HDD for HP DL580 G7 Server	For MS Exchange, please provide me exchange architecture environment and DB size. We assume that the server slots are available and size of HD are as per the required.	Server Slots are available, also we have mentioned server make/model for which hard disk are required.
62	ATOS	Section 4.26, page 59		SPMCIL Business Locations	Please provide complete address of all units and DC and DRC	all location address is on our website
63	ATOS	Section 4.25, page 72		ISO Certification	For ISO certification maintaince, does that mean bidder has only to ensure its activities should comply with ISO standard or should we part of auditing etc.	It will be responsibility of the bidder to get the ISO Certification and ensure that all the activities will comply with the certification.
64	ATOS	Page 3 - Section I Notice Inviting Tendor		EMD of Rs. 38 Lakhs has to be provided. EMD can be provide in the form of Demand Draft/ Bankers Cheque/ Fixed Deposits Receipt/Bank Guarantee.	As providing Bank Guarantee can be furnished only in case of Global Tender, Atos will like to know if Bank Guarantee can be furnished as EMD in this RFP.	No Changes.
65	ATOS	Page 4 - Section I - Notice Inviting Tendor		No Conditional Tender shall be accepted.	We would further like to specify that Atos will submit a list of deviations as stated under Clause 17.2 of Section II of the RFP (GIT). The point on 'No conditional tender' accepted conflicts with the above section. Please let us know if our understanding is correct.	No Deviations will be accepted.

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66	ATOS	50.2 Fall Clause- Section II: General Instructions to Tenderers (GIT)		If the rate contract holder reduces its price or sells or even offers to sell the rate Contracted goods, following conditions of sale similar to those of the rate contract, at a price Lower than the rate contract price to any person or organization during the currency of The rate contract, the rate contract price will be automatically reduced with effect from that date for all The subsequent supplies under the rate contract and the rate contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanour under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.	We propose deletion of this clause as each engagement is specific to its nature and deliverables. The pricing is purely based on Customer requirements and it is agreed mutually on a case-to-case basis.	No changes
67	ATOS	3.1 - Section IV: General Conditions of Contract (GCC)		The supplier shall not, without SPMCIL’s prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of SPMCIL in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.	Atos will like to engage a sub-contractor for this project. Hence request for approval from SPMCIL.	The lead bidder can partner with IT Service Provider fulfilling the creterion mentioned in the clause 4. Maintenance Support Services at page 58 of RFP and Section V SSC on page 55 of the RFP . Lead bidder need to submit the agreement copy along with the bid. However the SLA will applicable on the lead bidder only
68	ATOS	4.1 Patent Rights - Section IV: General Conditions of Contract (GCC)		The supplier shall, at all times, indemnify SPMCIL, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks	1) Atos will be able to provide indemnity only for third party claim for breach of IPR of the goods and services provided by Atos. 2) The IPR related to the equipment (hardware/software) supplied by Atos in relation to the Services shall be governed by the manufacturers terms and conditions/EULA of the original equipment	No Changes

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				etc. being made against SPMCIL, SPMCIL shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to SPMCIL.	manufacturer (OEM).	
69	ATOS	6. PBG - Section IV: General Conditions of Contract (GCC)		Within twenty-one days after the issue of notification of award by SPMCIL, the supplier shall furnish performance security to SPMCIL for an amount equal to (10%) ten per cent of the total value of the contract, performance bond/Security deposit – shall be valid up to the complete conclusion of contractual obligations to the complete satisfaction of both the bidder and the buyer, including the warranty period.		No changes
70	ATOS	8. Packaging and Marking, 9. Inspection and Quality Control, 10. Terms of Delivery, 11. Transportation of Goods, 12. Insurance, 13. Spare Parts, Incidental Services, 15. Distribution of Dispatch Documents - Section IV: General Conditions of Contract (GCC)			Not sure if these clauses are applicable to us entirely.	No changes

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71	ATOS	16. Warranty - - Section IV: General Conditions of Contract (GCC)		<p>16.3. In case of any claim arising out of this warranty, SPMCIL shall promptly notify the same in writing to the supplier.</p> <p>16.4. Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on SPMCIL for such replaced parts/ goods thereafter.</p> <p>16.5. In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of SPMCIL.</p> <p>16.6. If the supplier, having been notified, fails to rectify/ replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), SPMCIL may proceed to take such remedial action(s) as deemed fit by SPMCIL, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which SPMCIL may have against the supplier.</p>	<p>Atos will like to discuss the Warranty Clause and would like to replace the existing language with the below wording: "Atos warrants that all services will be performed in a professional and workmanlike manner. This is the total warranty provided by Atos and Atos disclaims all other warranties related to the Services. To the extent permitted by law, Atos disclaims all other warranties, either express or implied, including without limitation, warranties or merchantability, non-infringement, interoperability and fitness for a particular purpose." We would like SPMCIL to note that the above clause had been agreed under our existing MSA.</p>	No changes
72	ATOS	17.1 Assignment - - Section IV: General Conditions of Contract (GCC)		The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with SPMCIL’s prior written permission.	The Following exception should be added: "except that Atos may assign the receivables to its group companies or third parties" to the existing line.	No Changes

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73	ATOS	18. Subcontracts - Section IV: General Conditions of Contract (GCC)		<p>18.1. The Supplier shall notify SPMCIL in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.</p> <p>18.2. Sub contract shall be only for bought out items and sub-assemblies.</p> <p>18.3. Sub contracts shall also comply with the provisions of GCC Clause 5 (“Country of Origin”).</p>		The lead bidder can partner with IT Service Provider fulfilling the criteria mentioned in the clause 4. Maintenance Support Services at page 58 of RFP and Section V SSC on page 55 of the RFP. Lead bidder need to submit the agreement copy along with the bid. However the SLA will applicable on the lead bidder only
74	ATOS	19.3 Option Clause - Section IV: General Conditions of Contract (GCC)		By a suitable provision in the SCC, the Purchaser may reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.	Atos will like to understand what will be the basis of calculating costs for increase in scope. Will is not be governed under the change management process?	No Changes
75	ATOS	Clause 20 to 22 - Section IV: General Conditions of Contract (GCC)		<p>Terms and Mode of Payment: Unless specified otherwise in SCC, the terms of payments would be as follows:</p> <p>22.1. Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier.</p>	Atos will like to specify that payment terms shall be 30 days from date of invoice. Invoice will be raised as per delivery/acceptance criteria agreed with SPMCIL.	No Changes

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76	ATOS	23. Delay in Supplier's Performance - Section IV: General Conditions of Contract (GCC)	Subject to the provision under GCC clause 28, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions besides any administrative action: a) imposition of liquidated damages, b) forfeiture of its performance security and c) termination of the contract for default.	Atos will like to specify that the remedy available with SPMCIL for delayed delivery will be termination of the Agreement after providing a 30 days breach cure period for Atos to remedy such delay, where Atos has still failed to improve the timelines.	No Changes
77	ATOS	24 Liquidated Damages - Section IV: General Conditions of Contract (GCC)	Subject to GCC clause 28, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, SPMCIL shall, without prejudice to other rights and remedies available to SPMCIL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the ½% percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed goods' or services' contract price(s). During the above mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 23.4 above shall also apply.	Atos will like to discuss this clause in detail.	No Changes

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78	ATOS	26. Termination for Default and 27. Termination for Insolvency Section IV: General Conditions of Contract (GCC)	<p>26.1 SPMCIL, without prejudice to any other contractual rights and remedies available to it (SPMCIL), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by SPMCIL pursuant to GCC sub-clauses 23.3 and 23.4.</p> <p>26.2. In the event of SPMCIL terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, SPMCIL may procure goods and/ or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the “Risk and Cost” of the supplier and the supplier shall be liable to SPMCIL for the extra expenditure, if any, incurred by SPMCIL for arranging such procurement.</p> <p>26.3. Unless otherwise instructed by SPMCIL, the supplier shall continue to perform the contract to the extent not terminated.</p> <p>27. If the supplier becomes bankrupt or otherwise insolvent, SPMCIL reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to SPMCIL.</p>	<p>Atos proposes the following clause:</p> <ol style="list-style-type: none"> 1. The Agreement may be terminated with immediate effect by the sending of a registered letter by either party to the other if: <ol style="list-style-type: none"> a) a petition for bankruptcy has been filed in respect of the other party or the other party becomes otherwise insolvent; or b) the other party has violated any condition of this Agreement and has not corrected that violation within thirty (30) days of being advised that it must do so. 2. Notwithstanding anything contained herein, the obligations of either party incurred prior to expiry/ termination of this Agreement shall survive such expiry/ termination. 3. Upon termination, SPMCIL shall pay to Atos for all services rendered and expenses incurred till the date of termination. <p>Atos will further like to specify that the above shall be whole and sole remedy of Atos and Atos will not be responsible to bear the risk and cost of similar services being procured from a third party directly by SPMCIL.</p>	No Changes
79	ATOS	28 Termination for Convenience	SPMCIL reserves the right to terminate the contract, in whole or in part for its (SPMCIL’s) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the		No Changes

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				<p>termination is for the convenience of SPMCIL. The notice shall also indicate inter-alia, the extent to which the supplier’s performance under the contract is terminated, and the date with effect from which such termination will become effective.</p> <p>29.2. The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier’s receipt of the notice of termination shall be accepted by SPMCIL following the contract terms, conditions and prices. For the remaining goods and services, SPMCIL may decide:</p> <p>a) to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or</p> <p>b) to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.</p>		
80	ATOS				<p>We propose the addition of the following Limitation of Liability clause. This clause is standard in Indian contracts, and as per Indian Contract Act, the parties are liable for proportionate and reasonable direct damages. Other forms of damages which are remote and consequential are to be considered to be excluded.</p> <p>“Other than the SPMCIL’s obligations to make payments under this Agreement, a party's and its affiliates' entire, aggregate and collective liability arising out of or relating to this Agreement,</p>	No Changes

					<p>including without limitation on account of performance or non-performance of obligations hereunder, regardless of the form of the cause of action, whether in contract, tort (including without limitation negligence), statute or otherwise, shall in no event exceed 30% (thirty percent) of the annual contract value received by Atos prior to the date the claim arises, or in cases where the assignment /contract is for a period less than one (1) year, the total liability shall not exceed 30% (thirty percent) of the total contract value received by Atos.</p> <p>Notwithstanding any other provision contained herein, neither Party shall have any liability to the other Party or the end client for: (a) any type of indirect or consequential loss, damage, or expense including loss of goodwill, production, anticipated savings or use; the cost of replacement services; losses consequent upon loss or corruption of data and the cost of reconstituting data; or (b) Loss of profits or revenue or business.</p> <p>Atos would have no liability to SPMCIL towards any services rendered by the Resources on a resource engagement model."</p>	
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81	ATOS	50.2/ Page 25		If the rate contract holder reduces its price or sells or even offers to sell the rate Contracted goods, following conditions of sale similar to those of the rate contract, at a price Lower than the rate contract price to any person or organization during the currency of The rate contract, the rate contract price will be automatically reduced with effect from that date for all The subsequent supplies under the rate contract and the rate contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanour under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.	We propose deletion of the clause	No Changes
82	ATOS	22/ Page 45		Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier.	We propose the client would pay us the entire money within 30 days from the date of submitting the invoices	No Changes
83	ATOS	22.2.3/Page 46		Where goods to be supplied also need installation and commissioning by the supplier,	We propose the client would pay us the entire money within 30 days from the date of submitting the invoices	No Changes
84	ATOS	23.5/Pg 49		The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to SPMCIL for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be	We propose that " The vendor can make the delivery within stipulated time frame after the expiry". In any circumstances if the goods are received by SPMCIL , the vendor reserves right for the payment	No Changes

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				doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against SPMCIL.		
85	ATOS	26.1/49		SPMCIL, without prejudice to any other contractual rights and remedies available to it (SPMCIL), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by SPMCIL pursuant to GCC sub-clauses 23.3 and 23.4.	The supplier need to provide us the notice period of atleast 30 days before termination, the client will pay us the price of all the goods for which has been received by them. Also client would reimburse us all the expenses which has been incurred for goods which are in transit.	No Changes
86	ATOS	27.1/49		If the supplier becomes bankrupt or otherwise insolvent, SPMCIL reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to SPMCIL.	The client will pay us the price of all the goods for which has been received by them. Also client would reimburse us all the expenses which has been incurred for goods which are in transit.	No Changes
87	ATOS	29/49		SPMCIL reserves the right to terminate the contract, in whole or in part for its (SPMCIL's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of SPMCIL. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.	The supplier need to provide us the notice period of atleast 30 days before termination, the client will pay us the price of all the goods for which has been received by them. Also client would reimburse us all the expenses which has been incurred for goods which are in transit.	No Changes

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88	ATOS	22.3,22.4,22.6		The payment shall be on quarterly basis. The contractor shall submit his bill in triplicate duly pre receipted and affixed with appropriated revenue stamp, to the concerned officer SPMCIL. SPMCIL may authorize units to make payment towards manpower deployed and maintenance support provided at respective units.	We propose monthly invoicing which will be paid within 30 days from the date of raising the invoices. We propose invoices will be raised centrally to Atos India	No Changes
89	ATOS	General			Does the vendor has right to Terminate the contract?	No Changes
90	ATOS	Section1, pg 1		Closing date : 11.3.2016. at 3pm	Atos request 4 weeks of extension from the date of pre bid queries response	No Changes
91	Cypress	Firm Price / Variable Price	10	14.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.	i. Please consider to pay extra the difference value against any additional tax or tax rate ii. foreign exchange rate change during contract period.	i. Any tax rate change during the contract period any additional tax difference shall be borne by SPMCIL. ii. No Change
92	Cypress	Performance Bond/ Security	36	6.1. Within twenty-one days after the issue of notification of award by SPMCIL, the supplier shall furnish performance security to SPMCIL for an amount equal to (10%) ten per cent of the total value of the contract, performance bond/Security deposit – shall be valid upto to the complete conclusion of contractual obligations to the complete satisfaction of both the bidder and the buyer, including the warranty period. 6.2. The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms: (i) Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of SPMCIL as indicated in the clause 4 of NIT in reference to EMD. (ii) Bank Guarantee issued by a commercial bank in India,	Considering the fact that it is a Services contract and payments are made quarterly in arrears. The PBG value defined is on fairly higher side. Please consider to revise the PBG to 5% of the Annual Contract value. This PBG shall be renewed every year till we get to the end of the contract period.	No Change

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				in the prescribed form as provided in section XV of this document.		
93	Cypress	Warranty 16.6	44	16.6. If the supplier, having been notified, fails to rectify/ replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), SPMCIL may proceed to take such remedial action(s) as deemed fit by SPMCIL, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which SPMCIL may have against the supplier.	The upper cap for the expenses to be born by the supplier shall be limited to the maximum of 5% of the quarterly billing.	No Changes
94	Cypress	19.3. Option Clause:	43	19.1. Once a contract has been concluded, the terms and conditions thereof will generally not be varied. However if necessary, SPMCIL may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following: (a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for SPMCIL, (b) mode of packing, (c) incidental services to be provided by the supplier (d) mode of dispatch, (e) place of delivery, and (f) any other area(s) of the contract, as felt necessary by SPMCIL depending on the merits of the case.	Any change in Contract terms can be effective only with mutual agreement between SPMCIL & Contractor.	No Changes

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95	Cypress	21. Taxes and Duties	43	21.1. Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to SPMCIL. 21.2. Further instruction, if any, shall be as provided in the SCC.	Please consider to pay extra the difference value against any additional tax or tax rate and foreign exchange rate change during contract period.	Taxes applicable from time to time during currency of contract will be applicable to service receiver.
96	Cypress	Terms and Mode of Payment	43	22. Terms and Mode of Payment: Unless specified otherwise in SCC, the terms of payments would be as follows: 22.1. Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier.	Please consider adding the following to clause 22.3 The Items Dispatched Which require acceptance test shall be assumed to be accepted without any signatures of customers within two weeks from the date of dispatch, for release the payment and to start the warranty of dispatched goods ,If SPMCIL fails to accept it in any of the following conditions : 1. If Customer uses the goods for use without acceptance test OR 2. The goods got Installed but due to reason beyond the control of the contractor / bidder the acceptance test cannot be conducted. OR 3. If Customer does not accept the dispatched goods and fails to give a written notice either for Rejection / acceptance of the goods within two weeks.	No Change
97	Cypress	23.2	46	23.2. Subject to the provision under GCC clause 28, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions besides any administrative action: a) imposition of liquidated damages, b) forfeiture of its performance security and c) termination of the contract for default.	Please consider to remove the sub clause (b) & (c) from 23.2 clause.	No Changes

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98	Cypress	23. Delay in the supplier's performance and 24. LD	46	23. Delay in the supplier's performance and 24. LD	Please add following text as clause 23.6: Notwithstanding anything contrary contained in this contract, in case, there is a delay in the delivery or acceptance testing of the Deliverable(s)/ Equipment(s)/Product(s) and/ or performance of Services, in accordance with the time schedule for the reasons solely attributable to the Bidder, then the Customer may claim from the Bidder, as liquidated damages in respect of the delay, a sum equivalent to 0.25% of the value of the delayed Deliverable(s)/ Equipment(s)/ Product(s) and/or Services for every week of delay or part of a week, subject to the maximum value of the liquidated damages being not more than 5% of the value of delayed Deliverable(s)/Equipment(s)/Product(s) and/or Services. Payment of this amount shall fully satisfy the Customer's claims in respect of delay and no further amounts may be claimed for damages or compensation from the Bidder in respect thereof.	No Changes
99	Cypress	24. Liquidated damages	47	24.1. Subject to GCC clause 28, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, SPMCIL shall, without prejudice to other rights and remedies available to SPMCIL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the ½% percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed goods' or services'	Please expel the clause as there is no delivery of the material involved. It is a AMC contract.	No changes

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				contract price(s). During the above mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 23.4 above shall also apply.		
100	Cypress	26. Termination for default	47	<p>26.1. SPMCIL, without prejudice to any other contractual rights and remedies available to it (SPMCIL), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by SPMCIL pursuant to GCC sub-clauses 23.3 and 23.4.</p> <p>26.2. In the event of SPMCIL terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, SPMCIL may procure goods and/ or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the “Risk and Cost” of the supplier and the supplier shall be liable to SPMCIL for the extra expenditure, if any, incurred by SPMCIL for arranging such procurement.</p>	<p>The upper cap for the expenses to be born by the supplier shall be limited to the maximum of 5% of the quarterly billing.</p> <p>The equal rights should be provided to the bidder to invoke termination clause.</p>	No Changes.
101	Cypress	28. Force Majeure	48	28. Force Majeure	<p>Please add following text as clause 28.4: If the delay resulting from Force Majeure exceeds two (2) months, either Party may cancel the unperformed part. Payment shall remain due for the performed part, and the Parties shall promptly settle their accounts accordingly.</p>	No Changes.

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102	Cypress	29. Termination for convenience	48	29.1. SPMCIL reserves the right to terminate the contract, in whole or in part for its (SPMCIL's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of SPMCIL. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.	The equal rights should be provided to the bidder to invoke termination clause.	No Changes.
103	Cypress	22.3, 22.4, 22.6 Terms and mode of payment	55	The payment shall be on quarterly basis. The contractor shall submit his bill in triplicate duly pre-receipted and affixed with appropriated revenue stamp, to the concerned officer SPMCIL.	Please consider revising the payment terms to quarterly in advance or monthly in advance.	No Changes.
104	Cypress	Section V:SSC : 4. Maintenance Support Services	58	i. The firm should be (Capability Maturity Model Integration) CMMI level-3 or higher certified. iii. Firm should have minimum 100 technically qualified manpower on the company's pay roll with a minimum 27 ITILs (Information Technology Infrastructure Library) and Minimum 27 CCNAs (Cisco Certified Network Associate) iv. The firm should have offices or service centers in the following states, <ul style="list-style-type: none"> · Delhi/NCR · Madhya Pradesh · Maharashtra · West Bengal · Telangana/Andhra Pradesh 	As we appreciate the need for having a quality bidder to participate and ensuring the same through these qualification. To help this cause further and ensure maximum bidders for this project, we request to you allow lead bidder to partner with IT services provider fulfilling the criterion mentioned in the clause 4. Maintenance Support Services ,Section V SSC wherein by virtue of this arrangement specialized companies can participate offering their best to SPMCIL and ensuring the highest quality of service delivery for SPMCIL. The advantage SPMCIL has that there would be two specialized parties owning the total responsibility jointly and solely. A legal agreement between the parties can be submitted as proof for their ownership for the duration of the contract. The next big advantage is that SPMCIL doesn't dilute an iota of the qualification condition they have published in this tender.	The lead bidder can partner with IT Service Provider fulfilling the criterion mentioned in the clause 4. Maintenance Support Services at page 58 of RFP and Section V SSC on page 55 of the RFP. Lead bidder need to submit the agreement copy along with the bid. However the SLA will applicable on the lead bidder only

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105	Cypress	4.3	62	<p>4.3 MPLS Bandwidth Requirement: The bidder should provide the link connectivity of 2 mbps bandwidth at each of the units. Bidder should supply & maintain 20 mbps bandwidth as DC link and 15 Mbps as DR link, from two distinct service providers with their own non-sharing link, i.e. Single POP. If required the link connectivity can be increased from 2 mbps to 4 mbps bandwidth.</p>	<p>In accordance to the TRAI guidelines the MPLS Bandwidth should be e obtained from the ISP directly. The MPLS Bandwidth Agreement should be signed between end user (SPMCIL) & ISP and SLA should also be signed between two directly involved agencies. Request to remove the MPLS SOW/SLA from this AMC contract. At best to protect the interest of the SPMCIL a tri-party agreement can be signed wherein the SLA ownership of the MPLS Bandwidth should be owned by ISP and the related services distribution within network can be owned by the contractor / bidder. not of AMC Vendor .Vendor should be limited to owning the responsibility of follow ups with the ISP.</p>	<p>As Per TRAI guideline, Tri-party agreement can be signed; however, bidder will be responsible to maintain SLAs.</p>
106	Cypress	4.17	67	<p>4.17 Monitoring facility available at SPMCIL (CA Spectrum) SPMCIL have CA-Spectrum tool for monitoring servers, network, terminals etc. centrally from data center. Bidder need to maintain the same and may be required to make configuration changes as and when required bidder should provide system generated reports for SLA maintenance.</p>	<p>CA Software products are EOL/EOS cannot be renewed. SPMCIL can buy these products from CA directly.</p>	<p>If any software is coming to EOS/EOL category during the tenure of 5 Years it will the responsibility of the bidder to provide replacement of the same with latest version of the same and has to do all the configurations.</p>
107	Cypress	4.22 Insurance	69	<p>The bidder will be responsible for acquiring insurance for all components, equipment and software installed/commissioned at Data center, Noida and Disaster recovery center, Hyderabad. The goods insured shall be fully insured in Indian Rupees naming Security Printing & Mining Corporation of India Limited (SPMCIL) as the beneficiary.</p>	<p>Request the removal of the clause. The SPMCIL can buy the insurance directly in their name.</p>	<p>No change</p>

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108	Cypress	4.30 Availability of SLAs	72	4.30 Availability of SLAs	Please add following text as clause 4.30.6: Notwithstanding anything to the contrary contained in the Contract, if the Bidder is not able to maintain the service level standards, then the Bidder is liable to Penalty, only if the shortfall is for reasons solely attributable to a default by the Bidder (excluding force majeure). Payment of Penalty by the Bidder shall fully satisfy the Customer in respect of failure of the Bidder to maintain the service level standards and no further amounts shall be claimed by the Customer for damages or compensation from the Bidder in respect thereof. However, overall penalty shall not exceed 5% of the Annual Contract value. Penalties and Liquidated Damages shall not run concurrently for the same cause.	No Changes
109	Cypress	4.30.2 General SLA Terms	75	Deduction of more than 20% of total contract value as penalty in three consecutive quarters on account of any reasons will be deemed to be an event of default and termination.	Please amend the Maximum Penalty in a quarter to 5% of the quarterly Billing.	No Changes
110	Cypress	4.32	76	4.32 Back to back service agreement with the following OEM is mandatory and bidder has to submit the valid required documents in support of that along with the bid, failing which bid will be rejected.	MAF should be considered as sufficient document to show the back-to-back support from OEM	MAF is sufficient at the time of bidding however the selected bidder has to do back to back agreement with the OEMs at the time of contract and same need to be submitted to SPMCIL

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111	Cypress	4.32	76	<p>Back to back service agreement with the following OEM is mandatory and bidder has to submit the valid required documents in support of that along with the bid, failing which bid will be rejected.</p> <ol style="list-style-type: none"> 1. Server -HP 2. Netoworking -Cisco 3. PAC -Emerson 4. UPS -Emerson - Emerson/Numeric/APC 5. DG Set - Cummins 6. Air Purifier - Bry 7. Antivirus - Symantec 	<p>If a product is nearing a EOS/EOL during the tenure of 5 Years , We don't think any OEM shall offer back to back AMC Services. Please consider to remove the same from bidders AMC SOW and SLA.</p>	<p>If an asset is coming in EOS/EOL category during the tenure of 5 Years it will the responsibility of the bidder to provide replacement of the same with latest or equivalent model.</p>
112	M Inter	36	6.1	<p>Within twenty-one days after the issue of notification of award by SPMCIL, the supplier shall furnish performance security to SPMCIL for an amount equal to (10%) ten per cent of the total value of the contract</p>	<p>Please note that as per industry standard the PBG should be submitted @ 10% of total annual value of contract. Kindly consider amending the clause.</p>	<p>No changes</p>
113	M Inter	55	SCC: 7	<p>The payment shall be on quarterly basis. The contractor shall submit his bill in triplicate duly pre receipted and affixed with appropriated revenue stamp, to the concerned officer SPMCIL.</p>	<p>Since Salaried Manpower is involved we request you to kindly consider Revising this clause as “The payment shall be released on quarterly Advance Basis”</p>	<p>No changes</p>
114	M Inter	58	clause 4.i	<p>The firm should be (Capability Maturity Model Integration) CMMI level-3 or higher certified.</p>	<p>We wish to inform you that CMMI level is applicable for Software vendors and not for Infrastructure support. Therefore we request you to kindly remove the clause. Instead we request you to kindly modify this clause making vendors to have mandatory “ISO 20000 Certified running continuously since last three years”. (ISO for IT-Service management system)</p>	<p>No Changes</p>

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115	M Inter	58	4.ii	(Manufacturer Authorization form (MAF)) to be submitted for all OEMs which back to back OEM support required, MAF not submitted from any of the OEMs will be considered non responsive.	We wish to draw your kind attention towards the fact that none of the IT service Providers would be having B2B relationship with PAC, Generator and Air Purifier dealers. Hence we request you to kindly remove these products from "Mandatory MAF" list and instead the vendor should give an undertaking that in case the order is awarded to them, they will sign a back to back Agreement with service providers of these products. The bidders may be allowed to quote with MAF for Only Servers and storage.	No changes
116	M Inter	59	4.iii	Firm should have minimum 100 technically qualified manpower on the company's pay roll with a minimum 27 ITILs (Information Technology Infrastructure Library) and Minimum 27 CCNAs (Cisco Certified Network Associate)	The present manpower qualification with any service provider is employed only as per the requirement of existing contract and hence the number of certified manpower could not be benchmark to measure the capability of an organization. Further the minimum qualification required for the manpower to be deployed at SPMCIL has already been elaborated. Therefore we request you to kindly remove this clause. Further please also note that we are using ITIL Compliant tool and 3-4 ITIL Certified manpower is sufficient enough to run the ITIL process. We would also recommend that the Project manager should also be ITIL certified.	No Change

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117	M Inter	Page 62	4.3	The bidder should provide the link connectivity of 2 mbps bandwidth at each of the units. Bidder should supply & maintain 20 mbps bandwidth as DC link and 15 Mbps as DR link, from two distinct service providers with their own non-sharing link, i.e. Single POP. If required the link connectivity can be increased from 2 mbps to 4 mbps bandwidth. In case, Indian regulatory norms warrant SPMCIL to sign a bandwidth agreement with the Basic Service Provider/ Network vendor directly, SPMCIL will abide by such regulations. However, managing such contract and the services procured through the contract will solely be the responsibility of the bidder and failure of such bandwidth by service provider in providing expected quality of service will be a binding on the bidder and SLA will be enforced. SPMCIL also mandates the bidder to have back-to-back Service Level Agreements (including performance and availability) with service bandwidth provider in order to up keep the SLAs and submit same to SPMCIL.	Since the contract with the Bandwidth ASPs would be directly in the name of SPMCIL and any LD clause incorporated in the contract with ASPs will only be credited to SPMCIL. Moreover the Vendor would not be having any control over the quality of services provided by the independent ASPs - therefore the vendors should not be penalized for any delay / default in service. The service provider should only be responsible for Service Call registration and giving downtime report for ASPs We request you to kindly modify this clause accordingly	No changes
118	M Inter	64	Bullet 2	The bidder should include the cost for 5 years updates, and patches for the existing IT components/equipment's/ servers/network device etc	As we understand that this covers only the Cisco and HP Servers. We request you to kindly specify the list of products and software/ Services for which the updates and patches are required to be included in the AMC services. We would also request you to kindly give present status of Update for each of the Software /services.	For all IT equipments

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119	M Inter	69	4.23	Minimum Inventory to be maintained at each location.	Since most the equipments would be under back to back support coverage with OEM. Stand by inventory should only be applicable for non B2b products. Moreover the Minimum inventory mentioned in this clause is too high as per industry standard. The stand by inventory should be maintained as per annual failure rate to be ascertained by the service provider.	No Changes
120	M Inter	72, 73,74	4.3	Availability SLA: Penalty- Total coming to 26% of Total Contract Value + Penalty Clause on Page 73, 74	There is no capping in LD clause. As per industry standard the maximum Liquidated damages applicable should not be more than 8%.Therefore we request you to kindly specify the maximum LD that can be deducted which should not be more than 8% of the annual contract value for that product/ service.	No Changes
121	M Inter	80	1.ii	Experience in maintaining at least one Tier-III Data center (DC) and Disaster Recovery Center (DRC) and total value of the services rendered in respect of i and ii above should not be less than Rs.2.3Cr for a Government/PSU/Private/MNC customer in any one year during last 5 years, ending financial year 2014-2015.	1. For this clause, we request you to kindly accept AMC contract of 100+ servers in one single contract as sufficient qualifying criteria. Also since all the critical equipments have to be covered B2B by OEM, hence the Experience of OEM may also be accepted. 2. As we understand, the 2.3Cr turnover is cumulative value of turnover from AMC/ FMS services for one financial year. 3. We would also request you to kindly include additional qualifying criteria as "the vendor should be having at least one AMC/FMS contract worth minimum 1Cr. running continuously of three continuous years.	No Changes

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122	M Inter	80	3.i	Average Annual turnover of the bidder firm during last three years ending 31.03.2015 should be more than Rs. 2.3 Cr.	Considering the services to be offered and other eligibility criteria this turn over mentioned is extremely low. In order to make sure that only qualified and experienced vendors should participate in the tendering process we request you to kindly consider to revise this term with "Minimum turnover from AMC/FMS Services should not be less than 10Cr. in each of the last three financial year"	No Changes
123	M Inter	87	A.ii	IT infrastructure support Engineer: One engineer for 60 desktop users , total desktops:83	As per our understanding we have to depute one engineer for 1st 60 Desktops and second engineer to be deployed when the total quantity reaches 120 Nos. and so on. Therefore for 83 desktop users only one Support engineer to be deployed. Kindly Confirm the same.	The manpower mentioned in the RFP is as on date and for any change in future during the tender period the profile man month rate of the same will be applicable
124	M Inter	84-96	A.ii	Price Bid format : It infrastructre support Engineer : one engineer for 60 desktop users	Kindly confirm if the IT infrastrure support engineer is required to be deployed in day shift or 24*7 three shifts.	The manpower mentioned in the RFP is as on date and for any change in future during the tender period the profile man month rate of the same will be applicable