

BIDDER'S REQUEST FOR CLARIFICATION HCL

Sr. No	RFP Ref.	Content of RFP requiring clarification(s)	Points of clarification	SPMCIL clarification
1	4.13	Backup / Restore Services & System Restoration	What the version of HP DP implemented ? Is it under valid OEM support ?	DP Version 9, No OEM Support
2	4.13	Backup / Restore Services & System Restoration --> Bidder will be responsible for movement of tapes from DC to DRC or vice-versa.	* What is the purpose of tape movement between DC & DR site ? * How is this being managed presently ?	Full Backup restoration .Presently this is being managed by SPMCIL .
3	4.15	DR testing	* What is the scope of DR drill ? Is it complete site failover or only specific applications ? * How is the DR drill conducted - manual or automated/tool based ?	It covers complete site Switchover and failover. DR drill is conducted manually
4	4.24	Anti-virus and Anti-spam	What the SEP version implemented ? Is it under valid support contract from OEM ?	Version 12 is implemented.
5	4.26	Supply 619291-B21 HP 900-GB 6G 10K 2.5 DP SAS HDD for HP DL580 G7 Server	* How many free disk bay/slots are available in the server for this upgrade ? * What is the Exchange version implemented ? * Why the data being migrated from storage to local disk (RAID-5) ? If the exchange setup is not configured in DAG, shared storage is required for the cluster setup ? Please clarify.	8 Disk Bay/5 Slots free in Server. MS Exchange Version 2010 is implemented. It is configured in DAG.

6	4.28	Performance metrics for SPMCIL	* How is the RTO/RPO monitoring done ? * How RPO of 4 Hours and RTO of 30 Minutes are getting achieved & Current RPO & RTO details.	It is monitored manually. Desired RPO is required to be achieved.
7	4.33	Bidder needs to maintain below SAP performance parameters	Bidder will ONLY measure & monitor the mentioned SAP performance parameters. The ownership for the application response & support is not under bidder's scope.	Bidder should maintain the hardware and network to achieve the performance parameters as specified in tender clause no 4.33.
8	4.32	In case OEM stops support of existing product, Successful bidder need to replace the same, with same make , with same configuration or higher.	EOSL dates for various IT & non-IT products mentioned in the tender fall on different timelines during the tenure of the contract, in the interest of business continuity of SPMCIL, we request the following - 1. Each bidder will define it's own timeline for the tech refresh to have minimum impact on the technical operations & business SLA. 2. give a financial format in which the bidder can indicate the cost of tech refresh. 3. define the payment terms for the tech refresh component.	Replacement of any existing product which has reached EOSL as per OEM Notification along with dependant products, if any. The format for the same is attached as annexure-I. All additional cost related to product change to be included along with original quote.
9	No Clause	Operating System & installed application versions	* What is the version of the OS installed on servers (HPUX, Windows, etc) ? Please indicate the major & minor version.* Kindly share the versions of applications (e.g SAP, Oracle, CA, etc) installed in the DC & DR.	HP UNIX Vesion 11.3 Server Window 2003,2008 32,64 bit. SAP ECC6 EHP6, oracle 11.2.0.3
10	No Clause	Current Maintenance Status of Assets	Please share which assets (model/make of IT & Non-IT) are currently under maintenance contract and who is the service provider.	For HP server we have back to back support with OEM, desktops under AMC, rest managed on call basis.
11	No Clause	Repair / Replacement of Out of Maintenance / Faulty Assets	Any expense borne by the bidder towards repair / replacement of assets which are faulty or out of maintenance at the start of service contract will be reimbursed by SPMCIL on actuals.	For HP server we have back to back agreement support with OEM, desktop support is under AMC, rest managed on call basis.

12	4.3 - MPLS Bandwidth Requirement	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	As per the regulation, SPMCIL will be required to enter into direct agreement with the ISP. As per the TRAI guidelines, the billing and all associated liabilities are directly between the ISP and the user. Bidder will coordinate with appropriate ISP at the time of bidding so that all the SLAs and associated penalties are acceptable to the ISP. During the course of the execution of the contract Bidder will be responsible for SLA reporting and monitoring. We request SPMCIL to change this clause appropriately.	SPMCIL will follow TRAI / Government guidelines but the lead bidder needs to arrange the service provider and to include the cost in tender document and lead bidder also needs to manage end to end coordination and necessary activity for link time as per SLA.
13	4.6 - Internet	The bidder is responsible for providing the high speed broadband internet connection of minimum 4 Mbps (with two static IPs') bandwidth at Data Center for downloading the patches, updates, service packs, etc. required for all the IT components. This will be a completely isolated network.	We request you to change this clause in line with Section 4.3 - MPLS Bandwidth Requirements	AS Per RFP
14	4.25 - ISO Certification	SPMCIL DC is ISMS ISO/ IEC 27001:2005 certified and the successful bidder needs to manage all DC operations as per the ISO standards and guidelines and have to maintain the certificate for the contract period.	Does Bidder need to include cost of maintaining / renewing ISO certification (including ISO audit) in the commercials or will that be charged separately to SPMCIL.	Bidder should include the cost in their Price Bid as per Section 11.
15	Section IX: Qualification/ Eligibility Criteria	3. Financial Standingii) Bidder Firm should not have suffered any financial loss for more than one year during the last Three financial years ending 31.03.2016iii) The net worth of the firm should not have eroded by more than 30% in the last three financial year ending 31.03.2016.	We request you to amend the clause as follows: Bidder should have positive net worth during the last 3 financial years.	AS Per RFP

16	50.2 - Fall Clause	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 misdemeanor under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.	Please amend the clause as follows: This clause shall be applicable only when there is change in price considering the entire scope of this tender and not applicable for part.	AS Per RFP
17	Conditional Tender	No Conditional Tender shall be accepted	Please allow the Tender to be submitted with Deviations	As Per RFP
18	6 - Performance Bond / Security	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	This clause, mentioned in the GCC section, is primarily meant for Product supply driven contracts. As this is a Services Tender, the Performance Bond has to be a percentage of the quarterly contract value of the services. This is all the more relevant since SPMCIL is making the payment after satisfactory execution of services at the end of the quarter. We therefore request SPMCIL to amend the clause to to 10% of Quarterly Contract Value instead of 10% of Total Contract Value.	As Per RFP
19	19.3 - Option Clause	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.	Since this is a fully managed services contract, 25% change may have significant impact on the commercials. We request SPMCIL to remove this clause and allow bidder to raise change Requests for any increase in scope	AS Per RFP

20	24 - Liquidated Damages	<p>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</p>	Please change to 5% of Quarterly Contract Value as Services are primarily measured and paid on quarterly basis.	AS Per RFP
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21	26 - Termination for Default	<p>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 Part C: SBD: Sec. IV: General Conditions of Contract (GCC) 48 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. 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. Unless otherwise instructed by SPMCIL, the supplier shall continue to perform the contract to the extent not terminated.</p>	Please allow Bidder also to Terminate should SPMCIL default on any of the terms of the contract	AS Per RFP
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22	29 - 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 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. 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: a) to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or 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.	AMC contracts cannot be allowed to be terminated for convenience, as the Bidder must commit to the backend OEM and spare parts vendor for at least annual terms and pay to the OEM / authorised service provider for minimum of annual term. Please mention the notice period which either party needs to give for terminating the contract under this clause.	AS Per RFP
23	4.30 - Availability SLA	Please refer the Penalty column under this section	Bidder request you to please cap the total penalty to 5% of Quarterly Contract Value. The total penalty payout / deduction across all applicable SLAs in a particular quarter should not exceed 5% of total Quarterly Contract Value.	As per RFP
24	22.3 - Payment	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 change the payment to Quarterly Advance within 15 days of submitting the invoice.	No change as per RFP.
25	Section XI - Price Schedule	Tech Refresh	Please provide Price Format for Technology Refresh as same is not available in this section	Price schedule for EOSL items is attached as Annexure-A, price to be included in total cost
26	Section XI - Price Schedule	Tech Refresh - Payment Terms	SPMCIL shall make all the Technology refresh payments within 15 days of submission of Technology Refresh invoice.	As per RFP. Payment will be made quarterly.

27	Section XIII - Bank Guarantee Form for EMD		Please amend the Form with following additional clauses: Notwithstanding anything contained hereinabove; 1. Our liability under this Bank Guarantee shall not exceed Rs. _____, 2. This Bank Guarantee shall be valid up to ___/___/_____. 3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ___/___/_____. After which the bank shall be discharged from its liabilities. Thereafter the Guarantor shall stand discharged from all its liabilities under this Bank Guarantee and all your rights under this Bank Guarantee shall stand extinguished, irrespective of the fact whether the Bank Guarantee in original is returned back to us or not	As per RFP.
28	13.1 (b) - Spare Parts	In case the production of the spare parts is discontinued: i. sufficient advance notice to SPMCIL before such discontinuation to provide adequate time to SPMCIL to purchase the required spare parts etc., and ii. immediately following such discontinuation, providing SPMCIL, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by SPMCIL.	The Bidder may be unable to provide the designs, drawings, layouts and specifications of the spare parts, as the OEM usually asserts its IPR thereupon. However Bidder will derisk SPMCIL by undertaking Tech Refresh of such components as mentioned on Page 78 of the RFP. Hence request SPMCIL to remove this clause as this is not relevant.	AS Per RFP
29	18.2 - Sub Contracts	Sub contract shall be only for bought out items and sub-assemblies.	Subcontracting must be allowed for services also, as certain services are performed by OEM authorized service providers and others.	Only for non critical items like AC, Fire alarm, Water sensor But the responsibility remain with the lead bidder.
30	22.8 -	22.8. The important documents which the supplier is to furnish while claiming payment are: a) Original Invoice b) Packing List c) Certificate of country of origin of the goods from seller's Chamber of Commerce. d) Certificate of pre-despatch inspection by SPMCIL's representative/ nominee e) Manufacturer's test certificate f) Performance/ Warranty	These documents are not applicable on Services, hence, a simplified set should be prescribed for Services delivery.	As per RFP.

		<p>Bond</p> <p>g) Certificate of Insurance</p> <p>h) Clean on Bill of lading/ Airway bill/ Rail receipt or any other despatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry/ department</p> <p>i) Consignee's Certificate confirming receipt and acceptance of goods</p> <p>j) Dangerous Cargo Certificate, if any, in case of Imported Goods.</p> <p>k) Any other document specified</p>		
31	33.2 Arbitration Clause	...in accordance with the conciliation and arbitration rules of International Chamber of Commerce (ICC)/United National Commission on International Trade Law (UNCITRAL) by three arbitrators appointed in accordance with the procedure set out in clause below.	Arbitration under ICC / UNCITRAL by three arbitrators shall be expensive and time consuming . It is suggested to kindly modify this to Arbitration by Sole Arbitrator under Rules of Delhi International Arbitration Centre ("DAC"), formerly Delhi High Court Arbitration Centre.	As per RFP.
32	S.No.6 - 21.2 - Taxes & Duties	If the tenderer fails to include taxes & duties in the tender, no claim thereof will be considered by the purchaser afterwards.	VAT + Service Tax must be paid at applicable rates, whether or not specified in prices. Once GST becomes operational, the Bidder must be paid GST as billed as per applicable rate.	Same as RFP. All taxes direct/Indirect would be as applicable as per prevailing rates.

BIDDER'S REQUEST FOR CLARIFICATION Dynacons

Sl. No.	RFP Ref.	Content of RFP requiring Clarification(s)	Points of clarification	SPMCIL clarification
1	Page 14 / 18. EMD	DD, FDR, Banker's Cheque or BG only incase of Global Tender	Request you to Consider Bank Guarantee towards EMD	As per RFP
2	Page 71	Consumables	Fire Extinguisher Cylinder Gas needs to be treated as consumable	For gas based Fire Extinguisher, Gas will be treated as a consumable.
3	Page 72 / 4.25	4.25. ISO Certification: SPMCIL DC is ISMS ISO/IEC 27001:2005 certified and the successful bidder needs to manage all DC operations as per the ISO standards and guidelines and have to maintain the certificate for the contract period.	Please provide validity of the present certificate till date.	ISO Certification Expired, Need to be included in the cost.

4	Page 75	Penalty - For every 0.25% degradation in the uptime there will be a penalty of 1 % of MC. For every 0.25% degradation in the uptime there will be a penalty of 2% of the MC. The maximum penalty enforced on the bidder would be up to 50% of MC and the bidder is liable for Termination and Compensation paid to SPMCIL.	Maximum Capping will be 10% of the Quarterly Bill Amount.	As per RFP
5	Page 78	Anti Virus - Symantec Endpoint protection	Please share the present contract details. Also the total number of end users.	Unit wise Desktop list attached in tender annexure (Section XXI)
6	Page 78. / 4.32	In case OEM stops support of existing product, Successful bidder need to replace the same , with same make , with same configuration or higher. (EOL / EOS by OEM)	Please clarify whether SPMCIL will pay for such new h/w or Bidder has to consider such replacement	Replacement of any existing product which has reached EOSL as per OEM Notification along with dependent products, if any. The format for the same is attached as annexure-A. All additional cost related to product change to be included along with original quote.
7	Page 79	Fire Extinguisher - Bidder has to maintain the fire extinguisher as per the industry standards at DC & DRC for a period of five year	Gas is treated as consumable & it is excluded in this contract. Need your inputs	For gas based Fire Extinguisher, Gas will be treated as a consumable.
8		Network Bandwidth Primary & Secondary	Is it necessary to have different Service Providers for Primary & Secondary.	Yes different service provider required
9	Page 118	Laod Balancer - Radware APS Link Proof	Need model & serial no.	Radware linkproof sr. number 21009090, 21009090
10		Inventory Details - Servers, Storage, etc.	Assets Model & Serial Nos required for b2b support for OEM	OEM may be approached for the same.
11	Page 60	4. Maintenance Support Services - With the above background, SPMCIL is looking forward to engage a firm having following. Continue....	Request you to allow Prime Bidder along with Subcontractor for Maintenance Support Services to for this RFP.	Only for non critical items like AC, Fire alarm, Water sensor But the responsibility for maintaining the SLA remains with the lead bidder.
12			Request you to allow Consortium for Bidding this opportunity (Maximum two Organizations / companies)	As per RFP
13	Page 10 / 12.9	Sales Tax, VAT, CST, GST	If there is any changes in Tax structure as per Government directives, the same will be applicable at the time Billing. Please confirm.	Same as RFP. All taxes direct/Indirect would be as applicable as per prevailing rates.
14	Page 64 / 4.3	MPLS Bandwidth requirement	Please provide SPMCIL Addresses & contact person for ISP feasibility checking	SPMCIL will provide to lead bidder

15	Page 71 / 4.22	Insurance - 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.	Please provide the approx cost of all the equipment which needs to be covered under Insurance	As SPMCIL has taken the insurance of all IT assets hence the point no 4.22 page 71 stand void.
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BIDDER'S REQUEST FOR CLARIFICATION Wipro

Sr. No.	Annexure / Section No.	Clause No.	Existing Clause / Content of RFP requiring clarification	Point to Add / Clarify / Suggested Condition (with Justification)	SPMCIL Clarification
1	Instructions (Section 1)	5	9. No Conditional Tender shall be accepted	This bid is conditional subject to suggested deviations. Kindly delete the same.	As per RFP
2	Section 2	6.2	The relevant details of the required goods or services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers before formulating the tender and submitting the same to SPMCIL, should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and/ or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.	The relevant details of the required goods or services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers before formulating the tender and submitting the same to SPMCIL, should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and/ or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.	As per RFP
3	Section 2	12.7	12.7 Additional information and instruction on Duties and Taxes: If the Tenderer desires to ask for excise duty, sales tax, custom duty etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.	Kindly add "Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of Customer."	Same as RFP. All taxes direct/Indirect would be as applicable as per prevailing rates.

4	Section 2	17.3	17.3 If a tenderer furnishes wrong and/ or misguiding data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to SPMCIL in this regard.	17.3 If a tenderer furnishes wrong and/ or misguiding data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to SPMCIL in this regard.	As per RFP
5	Section 2	19.4	19.4 Compliance with the Clauses of this Tender Document: Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.	19.4 Compliance with the Clauses of this Tender Document: Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.	As per RFP
6	Section 2	44.1	Violation of Fall Clause by Rate Contract holding Firms.	Violation of Fall Clause by Rate Contract holding Firms.	As per RFP
7	Section 2	44.2	44.2. Besides, suitable administrative actions, like rejecting the offers or delisting of registered firms, SPMCIL would ban/blacklist Tenderers committing such misdemeanor, including declaring them ineligible to be awarded SPMCIL contracts for indefinite or for a stated period.	44.2. Besides, suitable administrative actions, like rejecting the offers or delisting of registered firms, SPMCIL would ban/blacklist Tenderers committing such misdemeanor, including declaring them ineligible to be awarded SPMCIL contracts for indefinite or for a stated period.	As per RFP
8	Section 2	45.1 The successful tenderer must furnish to SPMCIL the required performance security within twenty one days from the date of this notification. Relevant details about the performance security have been provided under GCC Clause 6 under Section IV. The successful tenderer must furnish to SPMCIL the required performance security within twenty one days from the date of <u>signing of the contract by both the parties.</u> this notification. Relevant details about the performance security have been provided under GCC Clause 6 under Section IV.	As per RFP
9	Section 2	45.2	45.2 The notification of award shall constitute the conclusion of the contract.	45.2 The <u>execution of contract on mutually accepted terms and conditions</u> notification of award shall constitute the conclusion of the contract.	As per RFP

10	Section 2	46	<p>46.1 Within seven working days of receipt of performance security, SPMCIL will send the contract form (as per Sec. XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.</p> <p>46.2 Within seven days from the date of issue of the contract, the successful tenderer will return the original copy of the contract, duly signed and dated, to SPMCIL by registered / speed post.</p>	Request you to change this clause allowing for the submission of the PBG on/after the date of signing of the contract by both the parties.	As per RFP
11	Section 2	47	<p>Non-receipt of Performance Security and Contract by SPMCIL Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning contract copy duly signed in terms of GIT clauses 45 and 46 above shall make the tenderer liable for forfeiture of its EMD and, also, for further sanctions by SPMCIL against it.</p>	<p>Non-receipt of Performance Security and Contract by SPMCIL Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award the date of signing of the contract by both the parties and / or returning contract copy duly signed in terms of GIT clause 45 and 46 above shall make the tenderer liable for forfeiture of its EMD and, also, for further sanctions by SPMCIL against it.</p>	As per RFP
12	Section 3	4	One Hundred and Eighty (180) days from the last date of submission of bid.	One Hundred and Eighty (180) 90 days from the last date of submission of bid.	As per RFP
13	Section 4	3.1	<p>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.</p>	<p>The supplier shall not, without SPMCIL's prior written consent, disclose the contract or any provision thereof for a period of one year from the termination of the contract or bidding process 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.</p>	As per RFP

14	Section 4	4.1	As per RFP	Kindly add "Exceptions to Indemnity (a) Bidder shall not have any liability to Customer under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by Customer where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by Customer; (3) use of a Deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not have been infringing. Bidder will completely satisfy its obligations hereunder if, after receiving notice of a claim, Bidder obtains for Customer the right to continue using such Deliverables as provided without infringement, or replace or modify such Deliverables so that they become non-infringing	As per RFP
15	Section 4	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.	Within twenty-one days after the <u>date of signing of the contract by both the parties issue of notification of award by SPMCIL</u> , 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.	As per RFP
16	Section 4	6.3	In the event of any loss due to supplier's failure to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to SPMCIL to compensate SPMCIL for the same.`	In the event of any loss due to supplier's failure to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to SPMCIL to <u>the extend of such loss for the delayed deliverables only to</u> compensate SPMCIL for the same.	As per RFP

17	Section 4	9.6	SPMCIL's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by SPMCIL's inspector during pre-despatch inspection mentioned above.	SPMCIL's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by SPMCIL's inspector during pre-despatch inspection mentioned above.	As per RFP
18	Section 4	9.7	9.7. Goods accepted by SPMCIL and/ or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute SPMCIL's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 16.	9.7. Goods accepted by SPMCIL and/ or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute SPMCIL's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 16.	As per RFP
19	Section 4	14.2	14.2. Prices to be paid to the supplier by SPMCIL for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by SPMCIL and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services.	14.2. Prices to be paid to the supplier by SPMCIL for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by SPMCIL and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services.	As per RFP
20	Section 4	21	As per RFP	Kindly add "Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of Customer."	Same as RFP. All taxes direct/Indirect would be as applicable as per prevailing rates.
21	Section 4	23.1	23.1. The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by SPMCIL in the List of Requirements and as incorporated in the contract.	23.1. The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by SPMCIL in the List of Requirements and as incorporated in the contract.	As per RFP

22	Section 4	24.1	<p>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 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.</p>	<p>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% 5% (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. <u>this shall be the sole and exclusive remedy</u></p>	As per RFP
23	Section 4	26.2	<p>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>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 . <u>however such cost shall not exceed 5% of the base cost of the delayed deliverables. this shall be the sole and exclusive remedy</u> and the supplier shall be liable to SPMCIL for the extra expenditure, if any, incurred by SPMCIL for arranging such procurement.</p>	As per RFP

24	Section 4	26.3	Kindly add	<p>right to terminate this Agreement at any time: With Cause – in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days.</p> <p>In the event of termination by owner, the Bidder shall be paid for the:</p> <ol style="list-style-type: none"> 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCs 5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts 5. unrecovered investments shall be paid by customer as per termination schedule till the date of termination. 	As per RFP
25	Section 4	29.1The 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 notice shall specify that the termination is for the convenience of SPMCIL and shall give a notice of 90 days prior to termination. 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....	As per RFP
26	Section 4	32.d	d) Firms or individuals shall be banned/ blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a SPMCIL contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a SPMCIL contract.	d) Firms or individuals shall be banned/ blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a SPMCIL contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a SPMCIL contract.	As per RFP
27	Section 6	4.4	The activities to be covered under this service includes, but not limited to, the following:	The activities to be covered under this service are includes, but not limited to, the following:	As per RFP
28	Section 6	4.30.2	As per RFP	Kindly add" SLA penalty per quarter shall not exceed an aggregate of 10% 5% of the respective delayed deliverables. This shall be sole and exclusive remedy"	As per RFP

29	Section 6	4.30.5	· Bidder need to configure above SLA in CA helpdesk within two months from LOI/PO	· Bidder need to configure above SLA in CA helpdesk within two months from execution of the agreement LOI/PO	As per RFP
30	Section 6	4.37	4.37 Warranty · The Bidder shall warrant that the services provided under the contract shall be as per the Service Level Agreement (SLA) defined in the tender.	4.37 Warranty · The Bidder shall warrant that the services provided under the contract shall be as per the Service Level Agreement (SLA) defined in the tender.	As per RFP
31	Section 10		We agree to keep our tender valid for acceptance for a period upto -----, as required in the GIT clause 19, read with modification, if any in Section-III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.	We agree to keep our tender valid for acceptance for a period upto -----, as required in the GIT clause 19, read with modification, if any in Section-III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.	As per RFP
32	Section XX	3.12	If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER’s firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term ‘relative’ for this purpose would be as defined in section 6 of the Companies Act 1956.	If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER who is actively involved in this deal either directly or indirectly , is a relative of any of the officials of the BANK/ BUYER, or alternatively, if any relative of an officials of the BANK/ BUYER has substantial financial interest/stake (over 2% shareholding) in the BIDDER’s firm , the same shall be disclosed by the BIDDER at the time of filling of tender along with Technical proposal.	As per RFP
33	Section XX	3.13	The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.	The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER in order to secure the contract	As per RFP

34	Section XX	4	4. Previous Transgression 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.	4. Previous Transgression 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any <u>state/centre</u> Government Department in India that could justify BIDDER'S exclusion from the tender process.	As per RFP
35	Section XX	5	EMD	Request deletion of the complete clause	As per RFP
36	Section XX	Sanction for Violations Clause 6	(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2 % higher than the prevailing Base Rate of United Bank of India, while in case of a BIDDER from a country other than India with interest there on at 2 % higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, AMC, ATS, FM etc, such outstanding payment could also be utilized to recover the aforesaid sum and interest. (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER in order to recover the payments already made by the BUYER along with interest	(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2 % higher than the prevailing Base Rate of United Bank of India, while in case of a BIDDER from a country other than India with interest there on at 2 % higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, AMC, ATS, FM etc, such outstanding payment could also be utilized to recover the aforesaid sum and interest. (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER in order to recover the payments already made by the BUYER along with interest	As per RFP

37	Section XX	Sanction for Violations Clause 6	(vii) To debar the BIDDER from participating in future bidding process of the BANK for a minimum period of five years which may be further extended at the discretion of the BUYER.	(vii) To debar the BIDDER from participating in future bidding process of the BANK for a minimum period of five years which may be further extended at the discretion of the BUYER. However, if the Bidder can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Buyer may revoke the exclusion prematurely, provided such systems has been audited by an independent agency.	As per RFP
38	Section XX	Sanction for Violations Clause 6	(viii) To recover all sums paid in violation of this pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.	Request to delete	As per RFP
39	Section XX	Sanction for Violations Clause 6	6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor(s) appointed for the purposes of this Pact	Request to delete	As per RFP
40	Section XX	7	As per RFP	Request to delete	As per RFP
41	Section XX	8	8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the Project/procurement, including minutes of meeting.	8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the Project/ procurement, including minutes of meeting. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/ Subcontractor(s) with confidentiality.	As per RFP

42	Section XX	8	8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.	8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality. However, notwithstanding anything to the contrary, such information and documentation shall exclude internal cost records, sensitive financial data and data that is protected by confidentiality obligations owed to a third party.	As per RFP
43	Section XX	9	In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.	In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination. However, notwithstanding anything to the contrary, such information and documentation shall exclude internal cost records, sensitive financial data and data that is protected by confidentiality obligations owed to a third party.	As per RFP
44	4.13 Backup / Restore Services & System Restoration		Bidder will be responsible for movement of tapes from DC to DRC or vice-versa	Please define frequency of tape backups and movements along with quantity and storage mechanism	Movement of Tape is on need basis. It is applicable only to those condition in which we are not able to recover DR from DC or vice versa.
45	4.14 Physical Infrastructure Administration & Management		The selected bidder shall have to stock and provide adequate onsite and offsite spare parts and spare components to ensure that the uptime commitment as per SLA is met	Is there any percentage of volume defined for stocking the spare and customer needs to provide the space for onsite stocking of spares.	SPMCIL will provide the stock space and the spares need to be maintained by the lead bidder as per RFP.

46	4.18 Helpdesk System		The helpdesk should be manned with a minimum of 4 technical personnel who can evaluate the issue and guide the user on call to resolve the problem.	Need to know the call volume/dump for day and night shifts and what are the means for logging the call at the helpdesk. Also assuming ticket will be created at helpdesk through CA Helpdesk tool	Tickets are raised by the users in CA Help desk. Total no. of incidents raised is 210 for the month of March 2017
47	4.19 Manpower deployment details:		IT infrastructure support - One engineer for 50-70 desktop users	What is the support window for IT Infra support in the units. Is It Infra/Desktop support is also required for DC/DR users.	As per RFP yes for DC/DR support is required.
48	4.19 Manpower deployment details:		IT infrastructure support - One engineer for 50-70 desktop users	Is there any VIP support required at IT Infra level. If yes then pls. share the location wise number of VIP Users.	No VIP Support required
49	4.29 definitions - Service Window		Except those units which run round the clock where service window should be 24*6).	Pls. specify the name of those units	All Units Except Corporate Office, New Delhi
50	4.30.2 General SLA Terms		The service window for calculating the SLA penalties would be the shift timings of the units. Whereas for Data Center and Disaster Recovery Center, the service window would be 24x7. However for availability SLA, the service window for units would also be 24x7	How to monitor the availability SLA's in the unit after working hours of an engineer/resource in the unit. Need clarity on this point.	As per RFP
51	Independent Queries			Need last 6 months Call dump/Ticket details	Tickets are raised by the users in CA Help desk. Total ticket raised in last Six month is 1297 Ticket
52	Independent Queries			Do bidder needs to provide server/Network support in units or it is only required at DC/DR.	Yes as per RFP, Bidder need to support on units also.
53	Independent Queries			Need detailed Job description of AMS/VMS support engineer	Support Engineer need to make sure AMS (Attendance Management System) and VMS (Visitor management support) proper functioning at units.
54	Independent Queries			Asset management is part of bidder scope or not. Pls. clarify and is there any tool for asset management.	Yes Bidder need to maintain.
55	4.32		Back to back service agreement with the following OEM	Can the bidder propose OEM backline support for critical equipment only,	As per RFP
56	4.32		Back to back service agreement with the following OEM	For the EOSL (End of service life equipment) If OEM decline for support, can the bidder propose under Third Party support.	As per RFP
57			BMS Support	requesting to share complete bill of material.	As per RFP

58	Section IX: Qualification/ Eligibility Criteria	1	The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder should be verified from the parties for whom work has been done.	since we are bound by confidentiality obligations with respect to all the cases we have done for similar experience, we would be unable to submit any customer documents in bid, Hence please allow us to share self-certificate/declaration signed by authorized signatory to show past experience	As per RFP
Clauses to be added					
59		Savings Clause		Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	Not considered
60		Deemed Acceptance		Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/ commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Client.	Not considered
61		SNR		Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.	Not considered
62		Transfer of risk and title		Bidder assumes that the title of ownership and risk of the goods supplied under this Contract is passed onto Customer on delivery of the material at the Customer location.	Not considered

63		Limitation of Liability		<p>Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</p> <p>Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Wipro for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to 25% of contract value.</p>	Not considered
64		Change Orders		<p>Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.</p>	Not considered
65		Pass through Warranties		<p>Since Bidder is acting as a reseller of third products, Bidder shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Bidder shall not provide any additional warranties and indemnities with respect such products.</p>	Not considered

66		Publicity		Notwithstanding the above, Bidder may share Contract/ engagement/ project details and relevant documentation to its customers/ prospective customers solely for the purpose of and with the intent to evidence and support its experience earned under this Contract.	Not considered
67		Non Hire		Customer shall not, without the written permission of Wipro, directly or indirectly solicit, induce, hire, recruit, make an offer of employment or engagement to or encourage any Personnel to leave their employment, or take away such Personnel or attempt to solicit, induce, hire, recruit Personnel either for itself or for its affiliate or for any other person or entity during the term of this Agreement and twelve (12) months thereafter.	Not considered
68		Intellectual Protection		No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer.	Not considered
69		Additional Hardware		Notwithstanding anything to the contrary in the RFP, any requirement of any additional Hardware under the Agreement shall be provided by the Successful Bidder at an additional cost to and the same shall be done through a Change Order.	Not considered
70		Upgrades/Updates/Enhancements		Notwithstanding anything to the contrary in the RFP, any requirement of any upgrade/update/enhancement shall be provided by the Successful Bidder at an additional cost and the same shall be done through a Change Order.	Not considered