S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
1		Annexure 9- RISC	All IO cards /Ports used in the solution shall be hot swappable /hot pluggable	We understand from revised annexure under "RAS Functionalities" section that Hot Pluggable/hot swappable is required ONLY for Production Servers in DC and DR. Please clarify/confirm on the same	Please refer to corrigendum 5
2	80	4.2 Earnest Money Deposit	Bank Guarantee of Rs.3,30,00,000/- as EMD	Request for exemption/waiver for RailTel-as Public Sector Undertaking	Please be guided by the RFP
3	8	2.4 Eligibility Criteria; Pt.8	The bidder should have engaged in supplying and providing maintenance services of infrastructure in India in last 5 years and should have had experience in managing and monitoring the IT Infrastructure within the Data Centre/Disaster Recovery Site for ANY Core Banking Solution / Core Insurance Application encompassing the underlying a.) Hardware (Server & Storage), b.) Operating System and c.) Database For at least one scheduled commercial bank / Insurance Company in India having at least 1500 branches in India	May request for exemptlon for RailTel- Conslderlng Public Sector Undertaking engaged in providing ICT Services & having Telecom Service Provider License from DoT	Please refer to corrigendum 5
4	8	2.4 Eligibility Criteria; Pt.9	The bidder should have had experience of providing L1 & L2 support for Core Banking / Core Insurance Infrastructure and their associated databases for at least One scheduled commercial bank / Insurance Company in India having at least 1500 branches in India	The bidder should have had experience of providing L1 & L2 support for Core Banking / Core Insurance Infrastructure/ IT Infrastructure/Enterprise Applications and their associated databases for at least One scheduled commercial bank / Insurance Company/PSU/State DC/Govt Establishment in India having at least 500 branches in India. Or Bidder should be a MSP(Managed Service Provider) for IT Infrastructure including Database or Must Own and Operate Tler Ill Uptime certified Dc/DR in India.	Please refer to corrigendum 5
5				1. No. of Processor in existing intel x86 Server 2. No. of Cores per socket 3. Current memory size per server 4. No. of Disk and RAID information 5. Type of existing disk in the server 6. Deployed Operating System 7. Current CPU, Memory and Disk utilization	Please refer to corrigendum 5 for existing underlying application wise infra details
6		Annexure 9- RISC	All IO cards /Ports used in the solution shall be hot swappable /hot pluggable	We understand from revised annexure under "RAS Functionalities" section that Hot Pluggable/hot swappable is required ONLY for Production Servers in DC and DR. Please clarify/confirm on the same	Please refer to corrigendum 5
7	8	2.4 Eligibility Criteria; Pt.3	The bidder should have an average annual financial turnover of at least ₹500 Crore for the last three Audited financial statements / Certificate financial year's viz. 2017-18, 2018-19, and 2019-20.	We request you to confirm whether our standalone turnover of 496 Crores (average consolidated turnover of 3 years will be considered against RFP clause of 500 Crores, as we qualify for rest of all the EQ, request your confirmation for the same.	Please be guided by the RFP
8	15	3.1.7 Backup Solution at DC and DR	Bidder need to provision the efforts for doing the LTO migration, below are the Number of tapes which need to migrate to the latest.	Please add: As part of the solution, existing backed up data should be migrated from old LTO-4 tapes to new LTO tapes without staging. Migrated data should be made available for restore without changing or loosing any meta data.	Please be guided by the RFP
9	142	Annexure 20 Projection for Next 5 Years	Portal Application Volumetric of POLL, OEM, Maruti, OEMTMFL, Neft,UGMS	Information shared in RFP is not sufficient to arrive at a solution and sizing for App and DB Tiers as the solution dendens on Application and database architecture, type of compute resources, access pattern, data types etc . Please do share the existing architecture, hardware details (cores, RAM, Physical / Virtual etc)and the utilization of compute resources which will help in sizing the database and application servers.	Please refer to corrigendum 5 for existing underlying application wise infra details
10	21	3.1.10 Application Performance Monitoring Tool (APM)	The bidder is required to design, size, supply, implement and maintain application performance management and assurance tools for Core Insurance Application, SAP and Portal.	Please provide the infrastructure details (cores, RAM, HDD, Processor type etc)for the existing applications (GC Core, SAP and Portal) are not given in the RFP. It is difficult to size the HCI solution and also tools without these details. The detailed hardware configuration, middleware details, OS are required for sizing the EMS tool. Similarly for APM sizing the following data is required - 1. No. of Application OS Instance (physical or virtual machine) where applications are hosted? 2..Approximately how many healthy critical transactions are important to capture and monitor from each application as part of synthetic monitoring and are these transactions are to be monitored from single location or multiple locations? 3. Each application will be accessed by how many users (Appr) and what is the frequency of accessing the application	Please refer to corrigendum 5 for existing underlying application wise infra details

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
11	24	3.1.14 DB Performance Management and DB Optimization	Bidder is required to size, design, supply, implement and manage a solution for database performance monitoring and database query optimization	Please let us know the performance management features are being looked for SAP?	Please be guided by the RFP
12	14	3.1.6 Structured Cabling at DC and DR	For installation and implementation of structured cabling, bidder has to liaison with UIIC's existing System Integrator.	Please indicate the quantities tentatively. The payment can be made at actuals. The number of patch cords can be estimated. However, it is difficult to estimate the cable to be laid. Hence request you to kindly provide the quantities	Please be guided by the RFP
13		Annexure 9: Hyper converge infra; Site-Mumbai DC- Cluster 1; Pt.1	Solution should provide 624 Usable cores excluding HA & other overheads. Each node should contain minimum 44 cores or more with 2.7Ghz or higher	The core requirement at DC clusters is mentioned as 624 and that of DR as 480. However, in 3.1.24.1 , it is mentioned that the DR should be 100% compute and storage capacity of DC. Also the Non-Production environments are provisioned in DR. Hence the number of cores at DR should be greater than or equal to 624. Please review and clarify.	Please be guided by the RFP
14	32	3.1.22 Benchmarking	Bidder has to be study the load compute wise and during performance load testing bidders needs to generate same load according to the projection provided by UIIC to certify the hardware.	It is assumed that the purpose of this activity is to establish that the procured hardware , Software (make, model and size) will sustain the target load. And during the target load it should be ensured that the CPU consumption and RAM utilization will not exceed 70 %	Please be guided by the RFP
15		Annexure 9Job Automation; Pt.A.3	The proposed solution should have a dashboard provisioning for end users to initiate a chat with the relevant stake-holders to handle requests.OrThe proposed solution should provide for Self service as a method for end users to initiate modifications to workloads , to handle requests and to interact with relevant stakeholders	1. We understand that 300 batch jobs runs in the environment. Could you please clarify 300 total no.of defined jobs or daily ordered jobs? 2. Kindly provide the jobs volumes for each of these applications: (a)Core Insurance Application (b)Insurance Portal (c)SAP Application 3. Please share the infrastructure details like OS, version, Platform for each of these applications. Please provide the applications types.(Script based execution or any embedded application programs)	Please be guided by the RFP
16	142	Annexure 20 Projection for Next 5 Years	Projection for GC CORE & Portal Provided.	1.Please confirm the number of cores (624) that are given in the RFP - Annecure-9 , duly considering the SAP application and Database cores in the proposed HCI 2.The hardware details and the OS and other software details of SAP have to be provided for sizing the tools like APM , EMS and ADR.	1) Yes, SAP Application and Database Core are consider in the HCI sizing 2) Please refer to corrigendum 5 for existing underlying application wise infra details
17	82	5 / Price	The bidders should quote only the base price. All applicable taxes will be paid as actuals. • The price shall be all inclusive of labour cost, packing, forwarding, freight, transit insurance, Excise duty, road permit charges, other duties, if any, including state levy, delivery, installation, commissioning and testing charges. • There shall be no escalation in the prices once the prices are fixed and agreed to by the Company and the bidders. But any benefit arising out of any subsequent reduction in the prices due to reduction in duty during the period between the date of Letter of Acceptance and the date of Purchase Order, should be passed on to the Purchaser /Company. • All the items should be quoted in INR (Indian Rupees) only.	As per the RFP the following is mentioned in bullet 3: • There shall be no escalation in the prices once the prices are fixed and agreed to by the Company and the bidders. But any benefit arising out of any subsequent reduction in the prices due to reduction in duty during the period between the date of Letter of Acceptance and the date of Purchase Order, should be passed on to the Purchaser /Company. TCS proposes the following instead of the bullet 3: Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the Purchaser /Company, non-availability of facilities at the Purchaser /Company, increase in the scope of the agreed Change-Requirements or increase in the Purchaser /Company's Implementation support requirements etc., Bidder will bring this to the attention of the Purchaser /Company. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
18	84	16 Indemnification	The Bidder shall, at its own expense, defend and indemnify UIIC against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any gross negligence and/or wilful default by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub- contractors, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like. The Bidder shall indemnify, protect and save UIIC and hold UIIC harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney Page 85 of 145fees), relating to or resulting directly from a gross negligence and/or wilful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder, use of the deliverables and or services provided by the Bidder, Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. The Bidder shall further indemnify UIIC against any	Please condier deleting the " breach of any of the terms of this tender document " and retaining the rest of paragraph to read as following The Bidder shall indemnify, protect and save UIIC and hold UIIC harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from a gross negligence and/or wilful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, or breach of any representation or warranty by the Bidder, use of the deliverables and or services provided by the Bidder, Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.	Please be guided by the RFP
19	85	17 Liquidated Damages during Delivery, Installation & Warranty	The liquidated damage is an estimate of the loss or damage that UIIC may have suffered due to non-performance of any of the obligations (under the terms and conditions) or delay in performance during the contract relating to activities agreed to be undertaken by the Bidder. If the bidder fails to deliver and install the Solution or to perform the services within the time period(s) specified in the contract, UIIC shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price . Once the maximum is reached, UIIC may consider termination of the contract. Liquidated damages are not applicable for reasons attributable to UIIC and Force Majeure. However, it is the responsibility/onus of the Bidder to prove that the delay is attributed to UIIC and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and UIIC's official that the delay is attributed to UIIC and Force Majeure along with the bills requesting payment. Liquidated damages are applicable over and above all the penalties mentioned in RFP. The	We propose the following : If the bidder fails to deliver and install the Solution or to perform the services within the time period(s) specified in the contract, UIIC shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the contract price per week, of the value of the goods or services the is delayed, for delay of each week or part thereof and in no event the overall punitive penalty shall exceed 1% of the contract stipulated value of the goods and services that is delayed..	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
20	89	28 Payment Terms	d. The Bidder recognizes that all payments to the Bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of deliverables / activities set out in the project plan and therefore any delay in achievement of such deliverables / activities shall automatically result in delay of such corresponding payment. e. Any objection / dispute to the amounts invoiced in the bill shall be raised by UIIC within reasonable time from the date of receipt of the invoice. i. The bidder must accept the payment terms proposed by UIIC. The financial bid submitted by the bidder must be in conformity with the payment terms proposed by UIIC. Any deviation from the proposed payment terms would not be accepted. UIIC shall have the right to withhold any payment due to the SP, in case of delays or defaults on the part of the SP. Such withholding of payment shall not amount to a default on the part of UIIC.	TCS proposes the following : Bidder would like to submit that all invoices and bills towards deliverables/activities will be raised by Bidder as per the Payment Terms and will become due for payment within thirty (30) days of presentation. All payments are to be made by demand draft/cheque favouring TATA CONSULTANCY SERVICES LIMITED. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by BUYER and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.	Please be guided by the RFP
21	92	29 Delay in Bidder's Performance	Delivery/installation/migration/commissioning of in scope equipment's and software at DC/DR/NDR & Chennai HO shall be made by the bidder in accordance with the time schedule specified by UIIC in the contract. Any delay by the bidder in the performance of action relating to implementation/service/other obligations shall render the bidder liable to any or all of the following sanctions:• Forfeiture of performance security,• Imposition of liquidated damages,• Termination of the contract for default.	Delivery/installation/migration/commissioning of in scope equipment's and software at DC/DR/NDR & Chennai HO shall be made by the bidder in accordance with the time schedule specified by UIIC in the contract. Any delay by the bidder in the performance of action relating to implementation/service/other obligations shall render the bidder liable to any or all of the following sanctions: • Forfeiture of performance security, • Imposition of liquidated damages, • Termination of the contract for default. TCS PROPOSES ADDITION OF THE FOLLOWING CONTENT: Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the BUYER or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the BUYER, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the BUYER. Such failures or delays shall be brought to the notice of the BUYER and subject to mutual agreement with the BUYER, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the Buyer for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.	Please be guided by the RFP
22	93	31 Rights of Visit	UIIC reserves the right to inspect and monitor/assess the progress of the project at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the project.	We propose addition of the following content Bidder would like to submit that any audit to be conducted by the Purchaser of its representatives shall be subject to they complying with Bidder's reasonable security / confidentiality guidelines which includes giving advance notice of 15 working days and signing NDAs.	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
23	98	34 Service Level Agreement	The proposed rate of penalty would be 1 % of the value of the affected service or product per week of delay or non-compliance. Delay in migration completion within stipulated timeline as specified in the RFP would invoke a penalty of INR 25,000 for every day of delay thereof. Overall cap of all the penalties over the tenure of the contract will be 10% (ten percent) of the contract value.	we would like to submit that: ·The penalty should be capped at 5 % of the Contract value ·Penalties shall be applicable provided the failure is for reasons solely and directly attributable to the Bidder. The time lost due to any of the following reasons shall be taken into account while calculating the availability/ uptime requirement: (a) Time lost due to power or environmental failures; (b) Time taken to recover the system because of power or environmental failures; (c) Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to UIIC such as attachment of additional devices, making alteration to the system, maintenance of the system, etc. without Bidder's consent and/ or failure to maintain the site as required by the Bidder; (d) Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes; (e) Time taken for reconfiguration or other planned downtime situations; (f) Scheduled shutdowns as required by UIIC (Bidder may also request UIIC for a shutdown for maintenance purpose, which request will not be denied unreasonably by UIIC) (g) Time taken for booting the system (h) Time lost due to unavailability of links (i) Mis-handling of system by any person other than Bidder's authorized representatives.	Please be guided by the RFP
24	122	Annexure 8 NDA	TERM This Agreement shall be effective on the first date written above and shall continue in full force and effect at all times thereafter. This Agreement shall however apply to Confidential Information disclosed by the Disclosing Party to the Receiving Party prior to, as well as after the effective date hereof. The Receiving Party acknowledges and agrees that the termination of any agreement and relationship with the Disclosing Party shall not in any way affect the obligations of the Receiving Party in not disclosing of Confidential Information of the Disclosing Party set forth herein. The obligation of non-disclosure of Confidential Information shall bind both parties, and also their successors, nominees and assignees, perpetually.	We propose the following modified clause: 6. TERM This Agreement shall be effective on the first date written above and shall continue in full force and effect for a period of one year thereafter. This Agreement shall however apply to Confidential Information disclosed by the Disclosing Party to the Receiving Party prior to, as well as after the effective date hereof. The Receiving Party acknowledges and agrees that the termination of any agreement and relationship with the Disclosing Party shall not in any way affect the obligations of the Receiving Party in not disclosing of Confidential Information of the Disclosing Party set forth herein. The obligation of non-disclosure of Confidential Information shall bind both parties, and also their successors, nominees and assignees, for a period of 3 years from the date of termination/expiration of this Agreement.	Please be guided by the RFP
25	131	Annexure 12 Pre-Contract Integrity Pact	Fall Clause8.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	We would like to discuss in detail the entire format and its onerous clauses in the light of existing relationship it has with the Purchaser	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
26		General		We would request addition of the following: Execution Infrastructure The BUYER will provide necessary and adequate infrastructure to enable Bidder to fulfil its commitment for the assignment. This will be applicable for each Bidder Consultant associated with the project and will be arranged for and provided at no cost to Bidder. The infrastructure will include: i.　Office space; ii.　Hardware and software; iii.　Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs; iv.　Office stationery and consumable; v.　Secretarial assistance, if necessary at site; vi.　Telephone, e-mail and fax facilities at site; vii.　Photocopying assistance; viii.　Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables. The above-mentioned infrastructure will be required for work to be carried out at the site of BUYER during regular working hours. BUYER shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.	Please be guided by the RFP
27		General		We would request addition of the following: Co-ordination BUYER will provide timely clarifications and feedback sought by Bidder's Consultants during the period of this assignment. BUYER will allocate a Project Co-ordinator to interact with Bidder, fix appointments with various BUYER Personnel and provide local assistance to Bidder's Consultants. The Project Co-ordinator will have necessary authorization from BUYER to take decisions and give timely approvals as per the need of the project.	Please be guided by the RFP
28		General		We would request addition of the following: Assistance The BUYER will ensure, through its Project Co-ordinator, transfer of information, specification of mutually agreed change-requirements (Change Requests), availability of materials such as documents and equipment, meetings with relevant users and other personnel among other requisites for Bidder to understand and document the same for the purpose of time-bound formal approval by the BUYER, before the service is undertaken by Bidder. Necessary and sufficient time will have to be spent by Users in BUYER with Bidder personnel during this stage of the assignment.	Please be guided by the RFP
29		General		We would request addition of the following: Methodology, Tools and Techniques Bidder will use the methodology, tools and techniques as stated in the accompanying Technical Proposal. Any change in these, if desired by the BUYER will need to be communicated to Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost.	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
30		General		We would request addition of the following: Deliverables The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.	Please be guided by the RFP
31		General		We would request addition of the following: Acceptance of Deliverables BUYER will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal. The application software (if any) will be delivered/installed for acceptance to BUYER as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BUYER. BUYER will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by BUYER. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by BUYER, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. BUYER will confirm acceptance in writing to Bidder. The BUYER shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by BUYER if the BUYER (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT). Reworking of defects shall be at the cost of Bidder provided the defects are for	Please be guided by the RFP
32		General		We would request addition of the following: Change Management Procedure A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the BUYER to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the BUYER for its approval within a reasonable time period. Bidder will incorporate the change after receiving the BUYER's written approval. In case of delay in approval by the BUYER, the baseline itself may undergo a change; this will mean a reassessment of the charges. Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the assignment will be conveyed by Bidder to the BUYER. These will be evaluated jointly by the BUYER and Bidder and will be provided by the BUYER at no cost to Bidder.	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
33		General		We would request addition of the following: Reimbursement of Tax/Levy Bidder shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any other state or central levy. This will apply retrospectively, if so applicable upon Bidder.	Please be guided by the RFP
34		General		We would request addition of the following: Intellectual property rights: All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder proprietary products or components thereof any development carried out by Bidder thereto in the course of providing services hereunder, including customisation, enhancement, interface development etc. shall remain the exclusive property of Bidder and the BUYER shall not acquire any right title or interest of any nature therein except to the extent provided herein. Bidder shall however grant in favour of the BUYER the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder. Similarly all the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and BUYER shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.	Please be guided by the RFP
35		General		We would request addition of the following: Warranty Bidder shall warrant that the delivered software meets the requirements as specified in the detailed Specifications of the Application Software. This warranty shall remain valid for three (3) months after the acceptance of the software by the BUYER or three (3) months after the delivery of the software, whichever is earlier. BUYER shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Bidder under this warranty. Upon receipt of such notification, Bidder shall remove the 'defect' in the application software. The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the BUYER. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Bidder and operation of the deliverables on incompatible hardware not recommended by Bidder; (ii) any change, not made by Bidder, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the BUYER without the written permission of Bidder; or (iv) defects in components or materials provided to Bidder by BUYER in connection with the preparation of the deliverable. In case of breach of this warranty, BUYER's exclusive remedy will be to obtain	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
36		General		We would request addition of the following: Additional Support and Services In case the BUYER requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Bidder on availability-basis at its then current market rate.	Please be guided by the RFP
37		General		We would request addition of the following: Confidentiality Both parties agree that they may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective clients. Both parties undertake, to hold all such information in strictest confidence and not to disclose such information to third parties nor to use such information for any purpose whatsoever save as may be strictly necessary for the performance of the assignment as mentioned in this proposal. The term "Confidential Information" as used herein means any information or documents disclosed by one party to the other party orally, and which is reduced to writing within a period of 3 days of the disclosure or in writing or including but not limited to any written or printed documents, samples, model, technical data/know-how, drawings, photographs, specifications, standards, manuals, reports, formulae, algorithms, processes, information, lists, trade secrets, computer programs, computer software, computer data bases, computer software documentation, quotations and price lists, research products, inventions, development, processes, engineering techniques, strategies, customers, internal procedures, employees and business opportunity and clearly identified and marked as "Confidential Information". The data contained herein shall not be disclosed, duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided that, a contract is awarded to this proposal as a result of, or in connection with the submission of this data. Both the parties shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This confidentiality restrictions shall be for the term of the resultant contract and for a period of two years thereafter. This restriction does not limit the right to use information contained in the data if it: a. Is obtained from another source without restriction.	Please be guided by the RFP
38		General		We would request addition of the following: Non-employment The BUYER will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising here from.	Please be guided by the RFP
39		General		We would request addition of the following: General Indemnity The BUYER will, during the period of the coverage of this assignment, indemnify and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of the BUYER by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages.	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
40		General		We would request addition of the following: Indemnity for infringement of intellectual property rights The BUYER warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.	Please be guided by the RFP
41		General		We would request addition of the following: Termination The Agreement resulting from this proposal may be terminated: (a) by either party by giving the other party not less than ninety (90) days written notice of termination; (b) forthwith if either party commits any material breach of any term of this contract and which in the case of a breach capable of being remedied shall not have been remedied within thirty (30) working days of written notice to remedy the same; (c) forthwith by either party if the other party shall convene a meeting of its creditors or if a proposal is made for a declaration as insolvent or a proposal for any other composition scheme or arrangement (or assignment for the benefit of its creditors), or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business assets of the other party or if an order is made or a resolution is passed for the purpose of the winding-up of the other party or for the making of an administration order (otherwise than for the purpose of amalgamation or reconstruction); (d) by either party pursuant to Force Majeure. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination. In the event of this assignment being terminated, the BUYER shall be liable to make payments of all the amount due under this assignment for which services have been rendered by Bidder's Consultant's. Forthwith on the expiry or	Please be guided by the RFP
42	Annexure 9, D2	**Capacity**	The proposed Disk based storage array should be configured with 300 TB @ DC & DR usable capacity using 6TB or lower SAS/NL-SAS Drives & must complete the full database backup in 5 Hours.	To determine the backup window, please provide full database size and one full backup size	Please be guided by the RFP
43	Annexure 9, D2	**Protocol Support**	The Storage Array/ Backup Appliance should support various protocols like FC, Ethernet, NFS for present & future use. Any additional hardware/software required for performing a Disk based backup should be quoted on day one.	Since we are going to dump the backup data, request the below modification: The Storage Array/ Backup Appliance should support various protocols like FC, iSCSI Ethernet. Any additional hardware/software required for performing a Disk based backup should be quoted on day one.	Please refer to corrigendum 5
44	Annexure 9, Tape L	**Media Management capabilities**	Tape drive sharing must support both iSCSI and FC based connections.	Tape drives generally do not support iSCSI protocol. Hence, request the below modification: Tape drive sharing must support both SAS and FC based connections.	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
45	1.24 Hardwar	Hardware	Bidder needs to provide a staggered hardware and Licenses to the UIIC. The hardware and Licenses provided in the year one should cater to the load and meet the SLAs till the end of third year (Support period). The bidder needs to deploy augment hardware and Licenses within the same box (supplied in first year) in year four to cater to the load and meet the SLAs of fourth and fifth year if required after performance review in third year. This review needs to done well before time so that the augmentation of hardware and licenses can be well beforehand that the SLA should not be breached. UIIC will not be responsible for any breach of SLA during this augmentation. Bidder needs to size the environment accordingly	Kindly confirm whether the prosposed hardware on day-1 should be configured with 3-years (with future commercial procurement to UIIC at the end-of the third year for the augmented hardware for 4th & 5th year) [or] Kindly confirm whether the prosposed hardware on day-1 should be configured with 5-years sizing on hardware with core/memory (software) activation with 3 years sizing (with future commercial procurement to UIIC at the end-of the third year for the augmented hardware for 4th & 5th year) [or] 5-year upfront sizing (with SLA commitment of up-to 3 years) **Please Note:** A bidder might claim that they have sized the hardware for 5 years upfront inorder to claim the commercial advantage in the bid. But, there is no way to verify the veracity of this claim till the end of the third year because the SLA commitment is only for 3 years	Please be guided by the RFP and the Annexure 7 bill of material.
46	Eligibility Crit	Eligibility Criteria	**Documentary Proof Required:** Relevant credential letter for the stipulated criteria	Kindly let us know who has to provide the credential letter & what should be the content	Please refer to corrigendum 5
47	nnexure 9, RIS	General	Each Server should have minimum 30% additional scalability for future growth	1. Kindly confirm whether the proposed server should be quoted with 30% compute (core & memory) upfront on day-1 or the quoted server should be scalable in future to accommodate additional 30% compute (core & memory) 2. Also confirm whether the 30% scalability should be factored over and above 3 year sizing or 5 year sizing 3. If 30% compute (core & memory) needs to be proposed upfront on day-1, please let us know whether they need to be activated (software) or not	Please be guided by the RFP
48		2.4 ELIGIBILITY CRITERIA FOR BIDDERs/OEMs	The bidder should have engaged in supplying and providing maintenance services of infrastructure in India in last 5 years and should have had experience in managing and monitoring the IT Infrastructure within the Data Centre/Disaster Recovery Site for ANY Core Banking Solution / Core Insurance Application encompassing the underlying a.) Hardware (Server & Storage), b.) Operating System and c.) Database For at least one scheduled commercial bank / Insurance Company in India having atleast 1500 branches in India	In current scenario, UIIC is also going for a refresh of its IT Infra after approx 10 years. These are long terms contracts and may carry multiple PO, We request to modify following clause as: The bidder should have engaged in supplying and providing maintenance services of infrastructure in India in last 10 years and should have had experience in managing / monitoring the IT Infrastructure supplied within the Data Centre/Disaster Recovery Site for ANY Core banking Solution / Core Insurance Application encompassing the underlying a.) Hardware (Server/ Storage), b.) Operating System For at least one scheduled commercial bank / Insurance Company in India having atleast 1000 branches in India	Please refer to corrigendum 5
49		2.4 ELIGIBILITY CRITERIA FOR BIDDERs/OEMs	The bidder should have engaged in supplying and providing maintenance services of infrastructure in India in last 5 years and should have had experience in managing and monitoring the IT Infrastructure within the Data Centre/Disaster Recovery Site for ANY Core Banking Solution / Core Insurance Application encompassing the underlying a.) Hardware (Server & Storage), b.) Operating System and c.) Database For at least one scheduled commercial bank / Insurance Company in India having atleast 1500 branches in India	Database is usually part of application and bought seperately(not with infrastructure). In current RFP also, UIIC is providing the database license to the winning bidder. Hence supply, installation of database should be not be part of the bidders experience. We request to change supply , implementation experience of Database to 1. Database migration 2. Database support	Please refer to corrigendum 5
50		2.4 ELIGIBILITY CRITERIA FOR BIDDERs/OEMs	The bidder should have had experience of providing L1 & L2 support for Core Banking / Core Insurance Infrastructure and their associated databases for at least One scheduled commercial bank / Insurance Company in India having at least 1500 branches in India	The bidder should have had experience of providing L1 & L2 support for Core Banking / Core Insurance Infrastructure and their associated databases for at least One scheduled commercial bank / Insurance Company in India having at least 1000 branches in India	Please refer to corrigendum 5

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
51		Technical Bid Evaluation	General	Technical evaluation criteria for bidders should be modified in line with eligibility criteria	Please refer to corrigendum 4
52		General	General	We request UIIC to issue clarification stating that 1000 branches criteria is applicable for all such criterias where 1500 branches are mentioned	Please refer to corrigendum 5
53		16 Indemnification	The Bidder shall, at its own expense, defend and indemnify UIIC against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any gross negligence and/or wilful default by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub- contractors, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.	The Bidder shall, at its own expense, defend and indemnify UIIC against any third party claims in respect of any damages or compensation payable in consequences of any ~~accident or~~ personal bodily injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any Bidder's gross negligence and/or willful misconduct ~~default by or on behalf of the Bidder~~ and against any and all third party claims concerning employment by Bidder ~~employees, workmen, contractors, sub- contractors, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder~~, in respect of any and all third party claims under the Labour Laws including wages, salaries, remuneration, compensation or like to the extent it is related to Bidder's employees. **Bidder agrees provided that such claims are by third parties for infringement of their intellectual property rights arising out of use of the software provided by the Bidder only and, provided and to the extent such infringement does not result from any act or omission of Customer or third parties authorized by Customer. Customer would promptly notify Bidder when it is informed of any claims against it. Bidder will be entitled to sole right of defense and for settling such claims. Indemnification is the sole and exclusive right and remedy of indemnified party for the losses arising out of IPR infringement.Indemnities are provided for direct damages only and must be mutual in nature.**	Please be guided by the RFP
54		16 Indemnification	The Bidder shall indemnify, protect and save UIIC and hold UIIC harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from a gross negligence and/or wilful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder, use of the deliverables and or services provided by the Bidder, Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.	The Bidder shall indemnify, protect and save UIIC and hold UIIC harmless from and against all third party claims in respect of death of or personal bodily injury to any person, ~~losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees)~~, relating to ~~or~~ resulting directly from a gross negligence and/or wilful ~~default~~ misconduct of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract~~, breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder, use of the deliverables and or services provided by the Bidder, Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project~~. Bidder will indemnify UIIC against any claims brought against UIIC by a third party, that use of the Services by UIIC, in accordance with the mutually agreed contract, infringes that third party's IP. **Bidder agrees provided that such claims are by third parties for infringement of their intellectual property rights arising out of use of the software provided by the Bidder only and, provided and to the extent such infringement does not result from any act or omission of Customer or third parties authorized by Customer. Customer would promptly notify Bidder when it is informed of any claims against it. Bidder will be entitled to sole right of defense and for settling such claims. Indemnification is the sole and exclusive right and remedy of indemnified party for the losses arising out of IPR infringement.Indemnities are provided for direct damages only and must be mutual in nature.**	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
55		16 Indemnification	The Bidder shall further indemnify UIIC against any proven loss or damage to UIIC's premises or property, etc., due to the gross negligence and/or wilful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.	The Bidder shall further indemnify UIIC against any third party claims of proven loss or damage to UIIC's premises or property, etc., tangible personal property or buildings due to the gross negligence and/or wilful misconduct default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder. **Bidder agrees provided that such claims are by third parties for infringement of their intellectual property rights arising out of use of the software provided by the Bidder only and, provided and to the extent such infringement does not result from any act or omission of Customer or third parties authorized by Customer. Customer would promptly notify Bidder when it is informed of any claims against it. Bidder will be entitled to sole right of defense and for settling such claims. Indemnification is the sole and exclusive right and remedy of indemnified party for the losses arising out of IPR infringement.Indemnities are provided for direct damages only and must be mutual in nature.**	Please be guided by the RFP
56		16 Indemnification	The Bidder shall further indemnify UIIC against any proven loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on UIIC for malfunctioning of the equipment at all points of time, provided however: UIIC notifies the Bidder in writing in a reasonable time frame on being aware of such claim, the Bidder has sole control of defence and all related settlement negotiations. UIIC provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and UIIC does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to UIIC's (and/or its customers, users and service providers) rights, interest and reputation.	The Bidder shall further indemnify UIIC against any proven loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property resulting from the use of services in accordance with the mutually agreed contract, and third-party claims on UIIC for malfunctioning of the equipment at all points of time, provided however: UIIC notifies the Bidder in writing in a reasonable time frame on being aware of such claim, the Bidder has sole control of defence and all related settlement negotiations. UIIC provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and UIIC does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to UIIC's (and/or its customers, users and service providers) rights, interest and reputation. UIIC shall in advance notify of the kind of settlement, compromise or make any statement (including failure to take appropriate steps) that would be detrimental to UIIC's (and/or its customers, users and service providers) rights, interest and reputation. If, after 15 Business Days of receiving a notice, Bidder fails to assume and defend such claim, UICC may defend or settle the claim at the Bidder's expense. **Bidder agrees provided that such claims are by third parties for infringement of their intellectual property rights arising out of use of the software provided by the Bidder only and, provided and to the extent such infringement does not result from any act or omission of Customer or third parties authorized by Customer. Customer would promptly notify Bidder when it is informed of any claims against it. Bidder will be entitled to sole right of defense and for settling such claims. Indemnification is the sole and exclusive right and remedy of indemnified party for the losses arising out of IPR infringement.Indemnities are provided for direct damages only and must be mutual in nature.**	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
57		17 Liquidated Damages during Delivery, Installation & Warranty	Liquidated damages are not applicable for reasons attributable to UIIC and Force Majeure. However, it is the responsibility/onus of the Bidder to prove that the delay is attributed to UIIC and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and UIIC's official that the delay is attributed to UIIC and Force Majeure along with the bills requesting payment. Liquidated damages are applicable over and above all the penalties mentioned in RFP.	Liquidated damages or penalties whichever is agreed upon by the Parties are not applicable for reasons attributable to UIIC and Force Majeure. Reasons attributable to UIIC shall constitute: i) any act or omission of UIIC including any failure or delay by UIIC to perform its obligations under the Agreement, (iii) the reasonable reliance by Bidder on UIIC's instructions, authorizations, approvals or other information, or (iv) any act or omission of a third party not under Bidder's control. However, it is the responsibility/onus of the Bidder to prove that the delay is attributed to UIIC and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and UIIC's official that the delay is attributed to UIIC and Force Majeure along with the bills requesting payment. Liquidated damages are applicable over and above all the penalties mentioned in RFP. Liquidated damages or penalties whichever is agreed upon by the Parties should be applicable only in the event of delay in meeting key/critical milestones for the reasons solely and directly attributable to the Bidder and in such a case, Liquidated damages or penalties shall be the sole and exclusive remedy. **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP
58		18 Limitation of Liability	Bidder's cumulative liability for its obligations under the contract shall not exceed 100% of Contract value and the bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.	Bidder's cumulative liability for its obligations under the mutually agreed contract, regardless of the form of action, whether in contract, equity, negligence, under statute, tort or otherwise shall not exceed 100% of Contract value the total amount paid or payable by UIIC giving rise to the liability during the 12 months preceding the date of the first event which Customer alleges gave rise to liability and the bidder shall not be liable for incidental, special, punitive, / consequential or indirect damages, including loss of profit, or loss of saving, loss of revenues, loss of good will, loss of market value or lost productivity. Whether liability arises under an indemnity or otherwise; UICC cannot recover from the Bidder any losses that would not have been suffered or incurred if that UICC had taken reasonable steps to minimize such losses. **Bidder requests that the total cumulative liability of the Bidder be limited to the amount paid and payable by Customer in the last 12 months, before the event that gave rise to the liability occurs.Further it is proposed that bidder shall not be liable for incidental, special, punitive, / consequential or indirect damages, loss of profit, loss of saving, loss of revenues, loss of good will, loss of market value or lost productivity.**	Please be guided by the RFP
59		11 Royalties and Patents	Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price. Bidder shall protect the Company against any claims thereof.	Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price. Bidder shall protect the Company against any claims thereof. The Parties agree and acknowledge that there is no transfer of pre-existing IP as a part of the services. Title to any adaptations, modifications, enhancements, translations and derivative works made on such pre-existing IP shall persist with the owner of such pre-existing intellectual property. Any IP developed by the Bidder independently of the applicable contract shall be Bidder's intellectual property. Liabilities related to third party OEM/ Vendor products shall be governed by the terms and conditions provided by respective third-party OEM/Vendors in EULAs and other product documentation provided to GIC. Bidder is not liable for any third party product. **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
60		20 Force Majeure	The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, Pandemics, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of UIIC shall be final and binding on the Bidder.	The ongoing impact of Novel Coronavirus Disease ("COVID-19"), including but not limited to any governmental measures, is deemed to be a Force Majeure event. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavour to find a solution to the problem. If UIIC terminates services impacted by a Force Majeure event extending beyond three months with no viable workaround, DXC to be paid termination cost which includes charges for rendered services and delivered capex along with 3 months stranded cost. Notwithstanding the above, the decision of UIIC shall be final and binding on the Bidder. We request UIIC to reconsider the query and accommodate same.	Please be guided by the RFP
61		23 Termination	UIIC shall be entitled to terminate the agreement/purchase order with the Bidder at any time giving 60(sixty) days prior written notice to the Bidder if the Bidder breaches its obligations under the tender document or the subsequent agreement/purchase order and if the breach is not cured within 30 (Thirty) days from the date of notice.	UIIC shall be entitled to terminate the agreement/purchase order with the Bidder at any time giving 60(sixty) days prior written notice to the Bidder if the Bidder breaches its obligations commits a material breach under the tender document or the subsequent agreement/purchase order and if the breach is not cured within 30 (Thirty) days from the date of notice. Conversely, Bidder may terminate the agreement/purchase order for breach of payment obligations by UIIC if the said breach is not cured within 30 (Thirty) days from the date of notice. Bidder requests that this right be available only in case of material breach by the Bidder. Customer may terminate the Contract, provided the Customer has given a cure period of 30 days, and the Bidder has not rectified the breach within the cure period.	Please be guided by the RFP
62		24 Termination for Convenience	UIIC may terminate the Contract, in whole or in part, at any time for its convenience by written notice of not less than 60 (sixty) days. The notice of termination shall specify that termination is for the UIIC's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective. The Bidder needs to make sure that during transition needs to be done as per the agreed methodology and time between UIIC and bidder. The transition period should be guided by the Exit Management clause of the RFP	UIIC may terminate the Contract, in whole or in part, at any time for its convenience by written notice of not less than 60 (sixty) 90 (ninety) days. Termination for convenience will not relieve UICC of stranded costs and cost of wind down services. The notice of termination shall specify that termination is for the UIIC's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective. The Bidder needs to make sure that during transition needs to be done as per the agreed methodology and time between UIIC and bidder. The transition period should be guided by the Exit Management clause of the RFP We request UIIC to reconsider the query and accommodate same.	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
63		25 Contract/ Agreement	The contract/agreement between the Vendor and the Purchaser will be signed in accordance with all the terms and conditions mentioned in this tender document and addendums/corrigendum. The successful bidder has to furnish two copies of the contract/agreement in ₹100/- stamp paper, with all the above terms and conditions mentioned including the commercials. The draft of the contract/agreement will be shared to the successful bidder along with the LOA. The successful bidder has to furnish the duly signed contract/agreement along with the security deposit/performance guarantee for UIIC's counter signature within 15 days from the receipt of LOA.	Vendor may submit deviations to the terms and conditions and the Purchaser shall by notice/corrigendum imply its acceptance or rejection to the same. The contract/agreement between the Vendor and the Purchaser will be signed in accordance with all the mutually agreed upon terms and conditions mentioned in this tender document and addendums/corrigendum. The successful bidder has to furnish two copies of the contract/agreement in ₹100/- stamp paper, with all the above terms and conditions mentioned including the commercials. The draft of the contract/agreement will be shared to the successful bidder along with the LOA. The successful bidder has to furnish the duly signed contract/agreement along with the security deposit/performance guarantee for UIIC's counter signature within 15 days from the receipt of LOA. **We request that the bidder should be permitted to submit deviations along with its proposal.**	Please be guided by the RFP
64		7 Insurance	The Bidder is responsible for acquiring transit insurance for all components. The goods to be transported under this Contract shall be fully insured in Indian Rupees.	UIIC will be responsible for freight, transit insurance and associated charges from the point at which procured hardware is available for dispatch from Bidder's or its OEM's premises. **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP
65		29 Delay in Bidder's Performance	Delivery/installation/migration/commissioning of in scope equipment's and software at DC/DR/NDR & Chennai HO shall be made by the bidder in accordance with the time schedule specified by UIIC in the contract. Any delay by the bidder in the performance of action relating to implementation/service/other obligations shall render the bidder liable to any or all of the following sanctions: • Forfeiture of performance security, • Imposition of liquidated damages, • Termination of the contract for default.	Delivery/installation/migration/commissioning of in scope equipment's and software at DC/DR/NDR & Chennai HO shall be made by the bidder in accordance with the time schedule specified by UIIC in the contract. Any delay by the bidder in the performance of action relating to implementation/service/other obligations shall render the bidder liable to ~~any or all of the following sanctions: • Forfeiture of performance security, •~~ Imposition of liquidated damages, ~~• Termination of the contract for default.~~ **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP
66		30 Inspection of Records	All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the company as well as the company's authorized representatives and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the company or company's representatives to visit the works have been given to the contractor, either himself be present or receive order or instructions or have a responsible agent duly accredited in writing present for that purpose. Said records are subject to examination. UIIC's auditors would execute confidentiality agreement with the bidder, provided that the auditors would be permitted to submit their findings to UIIC, which would be used by UIIC. The cost of the audit will be borne by UIIC. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities	All ~~work under or in course of execution or executed~~ data used for reporting the Service Levels in pursuance of the contract shall ~~at all times~~ once in each calendar year be open to the inspection and supervision of the company as well as the company's authorized representatives. Customer must provide Bidder with at least 20 Business Days' prior written notice of an audit. Audits will be limited solely to computing environments dedicated to Company. ~~and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the company or company's representatives to visit the works have been given to the contractor, either himself be present or receive order or instructions or have a responsible agent duly accredited in writing present for that purpose.~~ Said records are subject to examination. UIIC's auditors (provided auditor is not a competitor of Bidder) would execute confidentiality and security agreement with the bidder, provided that the auditors would be permitted to submit their findings to UIIC, which would be used by UIIC but will be considered Confidential Information by UIIC. The cost of the audit will be borne by UIIC. The scope of such audit would be limited to Service Levels being covered under the contract~~, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.~~ In no event will Company have the right to audit any information relating to Bidder's costs or profits in providing Services, records or minutes of internal management meetings of Bidder, Confidential Information relating to Bidder's employees, suppliers, or customers, information that is subject to legal professional privilege, or information not directly related to the performance of the relevant Services. Audits conducted on Bidder's premises will be carried out without any avoidable disruptions of business operations **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
67		31 Rights of Visit	UIIC reserves the right to inspect and monitor/assess the progress of the project at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the project.	Bidder requests that prior reasonable notice be provided by UIIC for such inspection/monitor/assessment so that document, data, material or any other information can be provided to the Purchaser adequately that will enable UIIC to arrive at a near accurate assessment. **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP
68		Annexure 4 Statement of Nil Deviation	STATEMENT OF NIL DEVIATIONS	Bidder requests that this Annexure be withdrawn **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP
69				And requests UIIC to allow for assumptions/clarifications to be submitted part of our technical bid. During technical bid evaluation, if UIIC wants specific reasoning as to assumptions/clarifications, Bidder will provide the same. **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP
70		Annexure 8 NDA	CONFIDENTIAL INFORMATION means all the information of the Disclosing Party which is disclosed to the Receiving party pursuant to the business arrangement whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, inventions, techniques, processes, plans, algorithms, software programs, source code, semiconductor designs, schematic designs, business methods, customer lists, contacts, financial information, sales and marketing plans techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, the contents of any and all agreements, subscription lists, customer lists, photo files, advertising materials, contract quotations, charity contracts, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys,	The definition of Confidential Information is overbroad here. Bidder requests for the following instead: **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP
71			Chartered Accountants, Company Secretaries, Doctors, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, Scientists, Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients/ customers or their representatives, Proposal Forms, Claimforms, Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defences taken before a Court of Law, Judicial Forum, Quasi-judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of the Disclosing Party. The above definition of Confidential Information applies to both parties equally; however, in addition, without limitation, where the Disclosing Party is the UIIC, no information that is exempted from disclosure under section8 or any other provision of Right to Information Act, 2005 shall at any time be disclosed by the Receiving Party to any third party.	**We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
72				All information disclosed by or on behalf of a Party in connection with the business arrangement or created using that information that is confidential in nature and designated as confidential or which a reasonable person receiving the information would realize is sensitive or confidential, and all information to the extent it is derived from that information **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP
73				Also Bidder would like to know the kind of information UIIC contemplates, will be shared with Bidder pursuant to Section 8 or any other provision of Right to Information Act, 2005. **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP
74		Annexure 8 NDA	The Receiving Party shall not disclose any Confidential Information to any person except to its employees, authorized agents, consultants and contractors on a need to know basis, who have prior to the disclosure of or access to any such Confidential Information agreed in writing to receive it under terms at least as restrictive as those specified in this Agreement.	The Receiving Party shall not disclose any Confidential Information to any person except to its and its affiliates' employees, authorized agents, consultants and contractors on a need to know basis, who have prior to the disclosure of or access to any such Confidential Information agreed in writing to receive it under terms at least as restrictive as those specified in this Agreement. In this regard, the agreement entered into between the Receiving Party and any such person/s shall be forwarded to the Disclosing Party promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the Receiving Party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP
75		Annexure 8 NDA	(a) The Receiving Party agrees and acknowledges that Confidential Information is owned solely by the disclosing party (or its licensors) and that any unauthorized disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in an irreparable harm and significant injury and damage to the Disclosing Party which may be difficult to ascertain and not be adequately compensable in terms of monetary damages. The Disclosing Party will have no adequate remedy at law thereof, and that the Disclosing Party may, in addition to all other remedies available to it at law or in equity, be entitled to obtain timely preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Disclosing Party against, or on account of, any breach by the Receiving Party of the provisions contained herein, and the Receiving Party agrees to reimburse the reasonable legal fees and other costs incurred by Disclosing Party in enforcing the provisions of this Agreement apart from paying damages with interest at the market rate prevalent on the date of breach to the Disclosing Party.	(b) The Receiving Party agrees and acknowledges that Confidential Information is owned solely by the disclosing party (or its licensors) and that any unauthorized disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in an irreparable harm and significant injury and damage to the Disclosing Party which may be difficult to ascertain and not be adequately compensable in terms of monetary damages. The Disclosing Party will have no adequate remedy at law thereof, and that the Disclosing Party may, in addition to all other remedies available to it at law or in equity, be entitled to obtain timely preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Disclosing Party against, or on account of, any breach by the Receiving Party of the provisions contained herein, and the Receiving Party agrees to reimburse the reasonable legal fees and other costs incurred by Disclosing Party in enforcing the provisions of this Agreement apart from paying damages with interest at the market rate prevalent on the date of breach to the Disclosing Party. **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP
76				(b) The Receiving Party agrees and acknowledges that any disclosure, misappropriation, conversion or dishonest use of the said Confidential Information shall, in addition to the remedies mentioned above, make the Receiving Party criminally liable for Breach of Trust under section 405 of the Indian Penal Code. **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
77		Annexure 12 Pre-Contract Integrity Pact	3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.	3.5 The BIDDER further confirms ~~and declares to the BUYER~~ that the BIDDER ~~is the original manufacture/integrator/authorized government sponsored export entity of the defence stores~~ and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation. **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP
78		Annexure 12 Pre-Contract Integrity Pact	The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	Bidder requests for the deletion of the said clause as UIIC via the bidding process will receive competitive pricing. **Bidder proposes deletion of this requirement as the circumstances under which services are provided to customers are rarely same and vary depending on many factors**	Please be guided by the RFP
79		4.3 Forfeiture of EMD	The EMD made by the bidder will be forfeited if:	The EMD made by the bidder will be forfeited if: **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP
80			• The bidder withdraws the tender after acceptance.	• The bidder withdraws the tender after acceptance. **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP
81			• The bidder withdraws the tender before the expiry of the validity period of the tender.	• The bidder withdraws the tender before the expiry of the validity period of the tender. **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP
82			• The bidder violates any of the provisions of the terms and conditions of this tender specification.	• ~~The bidder violates any of the provisions of the terms and conditions of this tender specification.~~ **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP
83			• The successful bidder fails to furnish the required Performance Security within 15 days from the date of receipt of LOA (Letter of Acceptance)	• The successful bidder fails to furnish the required Performance Security within 15 days from the date of receipt of LOA (Letter of Acceptance) **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP
84			General	Bidder wishes to submit some clarifications/assumptions for this Bid. **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP
85		4.9 Security Deposit	The successful bidder will have to furnish a security deposit to the tune of 10% of the total contract value in the form of a Bank Guarantee for a period of 5 years & 3 months obtained from a nationalised/scheduled bank for proper fulfilment of the contract.	Bidder requests PBG be equivalent of 10% of the annual contract value. Bidder requests PBG to only be invoked in case of material breach and that a cure period of 30 days to be given before invoking the same. **Bidder requests PBG be equivalent of 10% of the annual contract value.Bidder requests PBG to only be invoked in case of material breach and that a cure period of 30 days to be given before invoking the same. We are requesting to extend the 30 days cure period provided under section "23. Termination" before invoking PBG as well.**	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
86		28 Payment Terms	1. Hardware - 70% on Delivery; 20% on installation; 10% on Benchmarking. 2. DB/OS & Other S/w - 70% on Delivery; 20% on implementation; 10% on 3 months after successful running. 3. Software License - 70% on Delivery; 10% on completion of assessment; 10% on UAT signoff; 10% on release of customized software to production. 4. Software Implementation- 30% on SRS signoff; 40% on Go live; 30% -one month after proof of completion. 7. Managed Services- Quarterly in arrears. 8. Benchmarking- 50% on submission of BM report; 50% on signoff BM report. 9. Hardware installation- 40% on H/w implementation; 50% on Acceptance; 10% on signoff.	1. Hardware - Bidder proposes 100% on Delivery. 2. DB/OS & Other S/w - Bidder proposes 100% on Delivery. 3. Software License - Bidder proposes 100% on Delivery. 4. Software Implementation- 50% on SRS signoff; 40% on Go live; 10% -one month after proof of completion. 7. Managed Services- Quarterly in advance. 8. Benchmarking- 70% on submission of BM report; 30% on signoff BM report. 9. Hardware installation- 50% on H/w implementation; 50% on Acceptance. Also, bidder requests payments for invoices be made within 30 days from date of invoice.We request UIIC to accept the porposed changes as we need to make payments to respective OEM in same fashion.	Please be guided by the RFP
87		17 Liquidated Damages during Delivery, Installation & Warranty	If the bidder fails to deliver and install the Solution or to perform the services within the time period(s) specified in the contract, UIIC shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price . Once the maximum is reached, UIIC may consider termination of the contract.	Bidder requests, if it fails to deliver and install the Solution or to perform the services within the time period(s) specified in the contract, UIIC shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the value of delayed implementation deliverable for every week (seven days) or part thereof of delay, up to maximum deduction of 5% of the value of delayed implementation deliverable. **Bidder requests, if it fails to deliver and install the Solution or to perform the services within the time period(s) specified in the contract, UIIC shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the value of delayed implementation deliverable for every week (seven days) or part thereof of delay, up to maximum deduction of 5% of the value of delayed implementation deliverable.**	Please be guided by the RFP
88		34 Service Level Agreement	34.1. System Availability 34.2. Issue Criticality Classification 34.3 Service Level Default 34.4 Penalty Computation	Bidder requests penalties to be capped at a maximum of 5% of the total quarterly Managed services cost. **Bidder requests penalties to be capped at a maximum of 5% of the total quarterly Managed services cost.**	Please be guided by the RFP
89		35 At Risk Amount	The quarterly At-Risk Amount ('ARA') shall be 15% of the estimated quarterly pay-out of the respective month. In case maximum penalty is imposed for more than two times in a year, UIIC will impose an additional penalty of 5% of the quarterly charges and may consider termination of services. Overall cap for penalties as per SLA and the Liquidated damages over the tenure of the contract will be 10% (ten per cent.) of the contract value	The monthly At-Risk Amount ('ARA') shall be 5% of the estimated monthly (Quarterly payout/3) pay-out of the respective month. In case maximum penalty is imposed for more than two times in a year, UIIC will impose an additional penalty of 5% of the quarterly charges and may consider termination of services. Overall cap for penalties as per SLA and the Liquidated damages over the tenure of the contract will be 5% (five per cent.) of the value of affected deliverable.	Please be guided by the RFP
90		24 Termination for Convenience	UIIC may terminate the Contract, in whole or in part, at any time for its convenience by written notice of not less than 60 (sixty) days. The notice of termination shall specify that termination is for the UIIC's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.	Bidder requests deletion of Termination for convenience clause. Further requests, termination to be done only in case of material breach by Bidder and a cure period of 30 days to be provided. Bidder also requests that in case of non-payment of invoice by customer as per the agreed payment terms, Bidder has the right to terminate/suspention the contract after giving 30 days' notice.	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
91		2.4 Eligibility Criteria; Pt.7	Bidder should have its own Support center for Telephonic and Remote Assistance Services in Chennai, Mumbai / Navi Mumbai & Hyderabad	The support & assistance for products will be provided by OEMs for their respective products. Any telephonic assitance requirement should be pertaining to OEM. Bidder can provided remote support assistance for the scope of activities from India. Accordingly, request UIIC to modify the clause as below: ~~Bidder~~ OEM should have its own support centre for telephonic and Remote Assistance Services in Chennai, Mumbai / Navi Mumbai/ Thane & Hyderabad. Or Bidder should have support centre in Chennai, Mumbai / Navi Mumbai/ Thane & Hyderabad. **UIIC has sought SLA based on premises support along with escallation matrix . Telephonic support for respective products will be provided by respective OEMs only. Inview of this Request UIIC to reconsider this clause as below "Bidder/OEM should have its own Support center for Telephonic and Remote Assistance Services in Chennai, Mumbai / Navi Mumbai/ Thane & Hdbd"**	Please refer to corrigendum 4
92		3.1 Scope of Work during Implementation phase	Procurement of in-scope infra and application software and other in-scope components would be at UIIC's discretion. UIIC may not procure all the items mentioned in the RFP	We request UIIC to provide a schedule as per which the procurement will happen for individual solution components like RISC Servers & Other HW M1; APM & ADR Solution M8 etc. Accordingly, modify the commercial template as well. **We request UIIC to reconsider the query and accommodate same.**	Please be guided by the RFP
93		3.1.8 EMS, Patch Management and Helpdesk Management Solution	The EMS Monitoring, Patch Management & Helpdesk Solution should be deployed at DC & DR	Please provide the clarity if UIIC needs High Availability (HA) too in DC and Non HA in DR, please confirm and clarify? **Our understanding is that "For EMS, APM and Job Automation, ADR and DB Performance optimization" solutions ,the DC will be configured with HA and DR instances will be standalone . Please confirm since the following statement in page-7 of Corrigendum 4 is not providing clarity "The High Availability is required a hardware level where if one node goes down then the other nodes will take the load"**	Please refer to corrigendum 4
94		3.1.3 HIPS for Virtualized x86 environment	The proposed toll should be integrated with the existing SIEM of the UIIC and the bidder needs to provide a report as per the agreed frequency to UIIC stakeholders show casing the patch details and other malware attack and protection done by the tool.	Please clarify on what SIEM tool currently present in the environment and is the requirement is to integrate the SIEM tool with EMS solution for monitoring/ticketing?	Yes EMS tool needs to be integrated with the SIEM solution
95		3.1.8 EMS, Patch Management and Helpdesk Management Solution	The EMS should also support single pane of glass visibility across multiple areas of monitoring.	Please provide below details: Total number of OS Instances (Physical/virtual servers) present in the environemnt that needs to be monitored. Total nos. of DB OS instances to be monitored Total nos. of Middlewares present in the environemnt Total number of Application OS Instance (physical or virtual machine) that runs an application component to be monitored? Total number of Network devices present in the environment Total number of storage devices **Annrexure 13 provides only Network baseline, Database Licenses and Backup License details . It does not provide the Operating system count and details which is required to EMS and Patch management tool. Request UIIC to share the baseline of OS Count in particular the Guest Operating systems of HCI infrastructure (The existing servers and VMs which are intentnt to migrate to HCI Clusters)**	Please refer to corrigendum 5 for existing underlying application wise infra details

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
96		3.2.3.12.2 For Sustenance Phase	*L3 Engineer Requirement: UIIC reserves the right to demand the services of L3 Engineer on need basis for any escalated incidents if L2 Engineer is unable to resolve an incident in the agreed timeline. Bidder to provide the services of L3 Engineer accordingly with no additional cost to UIIC.	Please quantify the requirement of L3 resources. OR please atlease specify the L3 activities which you envisage. If you expect the regular patching/upgrade of EMS/APM/ Job automation tool then you will certainly need L3 engineer as frequent as the release of patches/upgrades by OEMs. Hence we suggest you to kindly add atlease 2 L3 engineers across 3 solutions of JobAutomation, EMS and APM. You've mentioned that .. "Bidder needs to do all backlining for in scope Hardware and Software if L3 support to meet the SLA then bidder needs to factor the same." However the issue here is how do we solution L3's tasks when you've not asked any L3 support for any of ESM, APM and BJM tools ? Can you advise if we all can solution as per L3 fix man-days. If yes then please provide the L3 mandays to be factored.	Please be guided by the RFP
97		3.1.10 Application Performance Monitoring Tool (APM)	The bidder is required to design, size, supply, implement and maintain application performance management and assurance tools for Core Insurance Application, SAP and Portal.	To properly license the APM tool, we need the OS, App, DB, WebServer, storage etc counts for Core Insurance Application, SAP and Portal. Hence please provide the count of these instances. Also please clarify whether we need to consider APM only to monitor Production instances OR also the development, test, DR instances as well ? Annrexure 7/Annexure 20 provides only Specifications, and Volumetrics . It does not provide the Operating system count and details which is required to EMS and Patch management tool. Request UIIC to share the baseline of OS Count in particular the Guest Operating systems of HCI infrastructure. Note : The volumetric detail provided in the RFP is sufficient enough only to size the database servers whereas information realted to other layers like Application , Rule engine and web servers of Portal and SAP Aplications are still missing Kindly provide the same like OS, Middleware , Runtime used for each Application layers along with quantity for the APM solution.	Please refer to corrigendum 5 for existing underlying application wise infra details
98		Annexure 7 Commercial Bid Format; Application Cost" Row # 21	Application Performance Management License for GC Core, SAP and Portal applications	Please provide the count of Servers/OS Instances, Databases and all connected nodes for these applications because any APM tool will be licensed by infrastructure details e.g application instances, RAM size etc. Please also note that in APM specifications in S.No 55 you've asked tools ability to "co-relate slow query to calling application code" .. So we'll also require the Database instance details which are associated/connected to GC Core, SAP and Portal Applications. As per the RFP , the sizing is required only for Database servers based on the volumetric provided whereas the Application web servers , Rule engines etc.. For SAP , Portal applications are not provided. With out having details of number of	Please refer to corrigendum 5 for existing underlying application wise infra details
99		3.1.20 Installation and Configuration	3.1.20 Perform one Test Migration per operating systems to test and validate the migration process.	Please share the volumes size to be considered for test migration per operating systems	Please be guided by the RFP
100		Annexure 9 D2D; Pt.2	The proposed Disk based storage array should be configured with 300 TB @ DC usable capacity using 6TB or lower SAS/NL-SAS Drives & must complete the full database backup in 2 Hours.	In order to comply from many more biddres/OEM. Please add the drive capacity of 08TB. "The proposed Disk based storage array should be configured with 300 TB @ DC usable capacity using 6TB, 08 TB or lower SAS/NL-SAS Drives & must complete the full database backup in 2 Hours." As per Addendum-4 as well as Annexure-9 Technical specification , this request is not addressed . Request UIIC to modify this clause as "6TB/8TB or Lower NL-SAS Drives & must complete the full database backup in 5 Hours."	Please refer to corrigendum 4
101		3.1.2 x86 Servers at DR, NDR and DR	UIIC envisages refresh of existing x86 workload (Bare Metal & Virtualized) with hyper converge infrastructure. Refer to Annexure9 – Minimum Functional & Technical Specification for hardware & software details and compliance requirements for hyper converge	Please clarify all the existing x86 workload is running only on Windows platform . If there is a mix of Linux and windows work load , request UIIC to provide the the breakup of cores for the windows and Linux cores for Database and app/web layer for the licensing compliance. Request UIIC to share the OS count and core requirements for the each OS flavour of the proposed workload for which HCI Infrastructure is sized so that the number Hypervisor Cluster nodes and the software and Operating system licenses can be sized .	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
102		3.1.2 x86 Servers at DR, NDR and DR	For all Oracle Database (Core Insurance Application Solution & Portals), UIIC is looking for the RISC based Bare metal server at DC, DR & NDR	As per ANNEXURE 20 – Projections of Next 5 Years, the following Portal Application Volumetric for Poll, OEM, Maruti, OEMTMFL, Neft, UGMS are listed whereas the current configuration , database details , version , Platform and model and current utilization details are not provided request UIIC to provide the same as a part of addendum. **The RFP is not providing sufficient information about Portal Applications like GC core**	Please refer to corrigendum 5 for existing underlying application wise infra details
103		3.1 Scope of Work during Implementation Phase	For all Oracle Database (Core Insurance Application Solution & Portals), UIIC is looking for the RISC based Bare metal server at DC, DR & NDR	Please clarify whether the portal Applications Oracle databases supported on RISC Platform and able to be migrated cross platform. **The RFP is not providing sufficient information about Portal Applications like GC core**	Please refer to corrigendum 5 for existing underlying application wise infra details
104		3.1.22 Benchmarking	It is mandatory for the Bidder to perform the benchmark for the purpose of this project, incorporating the proposed technology architecture for the GC Core Application and Portal. The Bidder will have to do a benchmark on the hardware Sizing and type of hardware proposed for GC Core Application and Portal Benchmark needs to be validated & reported by reputed independent third party who has theexperience of reporting performance benchmark.	Is the entire load for the Performance Benchmarking going to be from users? If yes, what will be the criteria for the transaction mix? There are multiple portal applications avaialble as per Volumetrics apart from GC Core . Whehter UIIC Can provide the GC Core insurance and portals wise Transaction mix and success criterias for the benchmark. like Batch widow , response time , etc.. **Please clarify whether the HCI Infrastructure at DR can be leveraged to create Load Injectors/Generator VMs based on the Transaction mix , edurances and concurrent users for the Performance benchmark finalized post contracting. In the absence of this clarify costing across biidders would be a problem. Some bidders factor a cost and some may leave it which will give undue advantage to bidders not factored**	Please refer to corrigendum 5
105		Annexure 20 Projection for Next 5 Years	Portal Application Volumetric of POLL, OEM, Maruti, OEMTMFL, Neft,UGMS	Please share the Application Architecture of the portal Applications so that the Database sizing can be done approporately. Also , please clarify that the Application and web server sizing of Portal Applications is out of scope and it will be provisioned from HCI infrastructure . **The Portal Applications are custom developed applications specific to UIIC environment and these are not a industry standard or COTs applications. Request UIIC to share the deployment architecture like UIIC provided for GC Core solution in the RFP .**	Please refer to corrigendum 5 for existing underlying application wise infra details
106		26 Project Timelines	Table Hardware Refresh Timelines Point #5 Completion of all work at the DC and DR Sites including migration, commissioning and documentation. - Within 05 (Five) weeks from the date of Power ON (milestone 4).	Request UIIC to relax the migration timelines for the Portal Applications and databases whereas GC core Migration can be achieved in 5 weeks . Whereas other Portal Application database related details are missing and incase if the databases are standalone filesystem based instances the cross platform migration requires more time than 5 weeks. we propose about 12 weeks. **Request UIIC provide separate timelines for Portal Database Migration from x86 to EPIC/RISC platform since this a cross platform migration from standalone instance to RAC instance which need a tidious testing and heavy dependencies on Application OEM interms of Partitioning , optimization and certification etc..**	Please be guided by the RFP
107		26 Project Timelines	New Clause	The Performance benchmarking Timelines are not provided as part of overall Project Timelines. Also please clarify whether the successful performance testing is pre-requisite for the production cutover to new RAC and HCI cluster solution. **we understand that UIIC can provide remote access for DC, DR and NDR facility for implementation as well as performance testing to meet the overall implementation timelines .**	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
108		34 Service Level Agreement	Measurement: Reporting to the UIIC if Hardware daily peak utilization levels of CPU, RAM, NIC and hard disk etc. exceeds 70% (Seventy Percent) at any given point of time during business hours or production storage utilization levels exceeds 80% (Eighty percent) at any given point of time Penalty : For each 0.5% drop in the service level the penalty should be 1% (One Percent) of the overall cost of the hardware in the TCO.	Request UIIC to revise the penalty clause as follows For each 0.5% drop in the service level the penalty should be 1% (One Percent) of the Quarterly AMC charges . **There are significance SLAs already in the RFP and we request UIIC to relook them comprehensively. This SLApenalty are linked to overall TCO whereas in our experience / Industry standards such penalties normally linked to the value of the impacted portion of the deliverable . we therefore request UIIC to consider such penalty on applicable portion of the impacted deliverable**	Please be guided by the RFP
109		3.2.3.12.2 For Sustenance Phase	Page No 74 & 75 talks about resource details for Sustenance Phase	Org Chart tlaks about Helpdesk Team. Support window & no of resource is missing in the RFP. **RFP is only talking about FMS resources at DC,DR and NDR .Helpdesk support is required from central Office and the scope /Deliverables of Helpdesk support is critical to carry out the solution.**	This RFP pertains to only maintenance of the In scope components and the calls associated with it. Scope of L1 and L2 are very well mentioned and clarified in the RFP and also Minimum number of resource requirement is mentioned in the RFP, bidder can size the number of resources as per their requirement on top of minimum number of resources to meet the SLA **Details of Current Helpdesk which is managing for Software & Hardware** Helpdesk Resources & Timings: 12 hours *6 days (excluding public and national holidays); Average calls per day: 250 Existing Software: ASPECT LICENSE which is under ATS Timing No of Resources 8.00 AM TO 5.00 PM (1st shift) 2 9.30 AM to 6.30 PM (2nd shift) 3 11.00 AM to 8.00 PM (general shift) 2
110		34 Service Level Agreement	Critical Infrastructure and software = 5 Mins Response; Resolution as per SLA Key Infrastructure and software = 5 Mins Response; Resolution as per SLA Significant Infrastructure and software = 5 Mins Response; Resolution as per SLA Individual components not impacting availability of the server/solution infrastructure= 5 Mins Response; Resolution as per SLA	Request UIIC to Change response and resolution time as follows Critical Infrastructure and software = 15 Min Response; Resolution : 2 Hrs Key Infrastructure and software = 30 Mins Response; Resolution a: 4 Hrs Significant Infrastructure and software = 60 Mins Response; Resolution : 8 Hrs Individual components not impacting availability of the server/solution infrastructure= 4 hr Response; Resolution 8 Hr **Though UIIC has mentioned as guided by RFP for the resolution time of incident management , the clause in RFP is not clear enough . We request UIIC to provide a clear table for the resolution time for the respective requirements.**	Please be guided by the RFP
111		Annexure 9 D2D; Pt.2	The proposed Disk based storage array should be configured with 300 TB @ DC usable capacity using 6TB or lower SAS/NL-SAS Drives & must complete the full database backup in 2 Hours.	Need clarity on the full database size and one full backup size **We couldn't find the response for the database size in Corrigendum -4 . Request UIIC to add backup through put per hour instead of 5 Hour window since the growth of database size depends upon UIIC purging and archival policies, regulatory and government requirements**	Please refer to corrigendum 4
112		Annexure 9- Minimum Technical Specification EMS, Section 2 (Server Management) Point 2.4	The solution should leverage common event format that does not require familiarity with source-specific log formats—thereby avoiding the need for device- or vendor-specific analysis or knowledge.	Within the clause it's been asked to leverage common event format that does not require familarity with source specific log formats. Please clarify is this a requirement for common format for events or is it a requirement for event as well as log management?	Please be guided by the RFP
113		3.1.7 Backup Solution at DC and DR	Historical Data	What type of data was backedup to LTO4 tapes? File-systems, Databases, Files, NAS, Mail, etc.? Please specify **This linked with stringent migration timelines. In the absence of this data it is not possible to come across a proper tape migration solution and adherence to overall project timelines. Request UIIC to kindly share the details**	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
114		3.1.7 Backup Solution at DC and DR	Migration	The migration of existing LTO4 tapes to newer LTO technology would be a 2-step process. First, restoring the LTO4 tape data from Data Protector software to staging servers, applications and databases. Then bringing the databases and applications online. Second, perform a fresh backup of this data from staging location using IBM Spectrum Protect to new or scratch tapes. **Request UIIC to relax the timelines for the tape coversion from current 8 weeks to 16 weeks by considering the volumes of Medias as well as complexities involved in Application backups such as RMAN integrated backups .**	Please be guided by the RFP
115		Addendum 4	End to End response time within DC (from the Core Insurance Application and Portal to the respective Database and back) should be < 10 ms (mile seconds) during business hoursPenalty For each 0.25% drop in the service level during business hours, penalty would be @1% (One Percent) of the overall cost of the hardware in the TCO	We request UIIC to take cognizance of the fact that response time of the GC Core Database depends on core insurance Application solution and its customizations irrepective of Hardware sizing and capacity planning . There are significance SLAs already in the RFP and we request UIIC to relook them comprehensively. This newly added SLA as well as other SLAs penalties are linked to overall TCO whereas in our experience / Industry standards such penalties normally linked to the value of the impacted portion of the deliverable . we therefore request UIIC to consider such penalty on applicable portion of the impacted deliverables.	Please be guided by the RFP
116		Annexure 9; HCI, Pt.10	The HCI solution must provide the following Disaster Recovery features and all licenses should be included from day 1. (a) The solution must provide a simple failover operation (b) The solution must allow creation of a Run book to automate recovery of Virtual Servers	We request UIIC to share number of VMs to be protected across sites to include License for Failover automation.	Please be guided by the RFP
117		Annexure 9; HCI, Pt.30	Each CPU configuration (Each node must have 2 CPU of same configuration):- Intel Cascade Lake Processors with Minimum 24 Core, Minimum Base frequency 2.40GHz, Minimum Turbo Boost frequency 3.10 GHz, Minimum L3 Cache 35.75 MB	We request UIIC to provide clarity on expected solution related to cores. We could find HW node specification is provided with 24 cores and 2.4GHz processor whereas under Cluster, model mentioned is 6258R which is 28C 2.7GHz processor. Kindly advise if we can consider total usable cores required (overall as well per node) and size the solution without restricting to specific processor.	Please be guided by the RFP as the sizing is provided under the Site Specific specifications
118		Annexure 9; HCI, Pt.133	Solution should provide 624 Usable cores excluding HA & other overheads. Each node should contain minimum 44 cores or more with 2.7Ghz or higher. Minimum 12 nodes per cluster. Considering performance of the overall HCI Cluster		
119		Annexure 9; HCI, Pt.134	Each node to be proposed with 2* Intel Cascade lake processors 6258R or AMD 7542 procs.		
120		Annexure 9; HCI, Pt.143	Solution should provide 624 Usable cores excluding HA & other overheads. Each node should contain minimum 44 cores or more with 2.7Ghz or higher. Minimum 12 nodes per cluster. Considering performance of the overall HCI Cluster		
121		Annexure 9; HCI, Pt.144	Each node to be proposed with 2* Intel Cascade lake processors 6258R or AMD 7542 procs.		
122		Annexure 9; HCI, Pt.152	Solution should provide 480 Usable cores excluding HA & other overheads. Each node should contain minimum 44 cores or more with 2.7Ghz or higher. Minimum 12 nodes per cluster. Considering performance of the overall HCI Cluster		
123		Annexure 9; HCI, Pt.153	Each node to be proposed with 2* Intel Cascade lake processors 6258R or AMD 7542 procs.		
124		Annexure 9; HCI, Pt.162	Solution should provide 480 Usable cores excluding HA & other overheads. Each node should contain minimum 44 cores or more with 2.7Ghz or higher. Minimum 12 nodes per cluster. Considering performance of the overall HCI Cluster		
125		Annexure 9; HCI, Pt.163	Each node to be proposed with 2* Intel Cascade lake processors 6258R or AMD 7542 procs.		
126		Annexure 9; HCI, Pt.171	Solution should provide 240 Usable cores excluding HA & other overheads. Each node should contain minimum 44 cores or more with 2.7Ghz or higher. Minimum 6 nodes per cluster. Considering performance of the overall HCI Cluster		
127		Annexure 9; HCI, Pt.172	Each node to be proposed with 2* Intel Cascade lake processors 6258R or AMD 7542 procs.		
128		Annexure 9; HCI, Pt.60	Hypervisor management software should be able to integrate into existing standard SPSD systems.	We request UIIC to share the details and list of existing systems to which the solution to be integrated.	Please be guided by the RFP

S.No.	Page #	Point/ Section	Existing Clause	Query	UIIC's Response
129	Annexure 9	Backup software	The backup licenses should becapacity based for 250TB for DC and 250TB for DR; this is the minimum requirement. In case of the solution architecture and sizing required to factor the same and propose as part of technical and commercial offering.	Is Data on DC & DR same or do we have different set of data.	Please be guided by the RFP
130	Annexure 9	D2D	The proposed Disk based storage array should be configured with 300 TB @ DC usable capacity using 6TB or lower SAS/NL-SAS Drives & must complete the full database backup in 2 Hours.	Can we have 8 TB Drives	Please be guided by the modified Annexure 9 of Corrigendum 5
131	Annexure 9	D2D	The array or the purpose built backup appliance should have 1 or more controllers for better performance & redundancy and there should not be any single point of failure.	We have appliances with dual controllers. Is it required to place a HA appliance for Backup	Please be guided by the RFP
132	Annexure 9	D2D	The Storage Array/ Backup Appliance should support various protocols like FC, Ethernet, NFS for present & future use. Any additional hardware/software required for performing a Disk based backup should be quoted on day one.	NFS access is Available for Backup purpose	Please refer to corrigendum 5
133	Annexure 9 - D2D	Cache	The proposed storage array/disk appliance should offer minimum 32 GB Usable Data Cache / DRAM /NVRAM available after memory mirroring / protection overheads. Bidders to offer more Data Cache/DRAM/NVRAM if required by the storage array/disk appliance	Request the following change Proposed storage array to be offered with necessary cache required for the solution to meet the backup window.	Please be guided by the RFP
134	Annexure 9 - D2D	OS & Clustering Support	Support for industry-leading OS platforms like Windows, Oracle SUN Solaris, HP-UX, IBM-AIX, Linux etc. Necessary license if required should be provisioned as well for unlimited capacity.	Request that this be removed as the device is planned as a backup repository and will not be hosting any applications	Please be guided by the RFP
135	Annexure 9 - RISC	RISC server	Only Rack Servers should be quoted The server should fit in a industry standard 19" server rack.	Only Rack / Blade Servers should be quoted The server should fit in a industry standard 19" server rack.	Please be guided by the RFP