

REPLY TO PRE-BID QUERIES

S. No	RFP Page No	Section (Name & No.)	Statement as per RFP document	Query by Bidder	IGL reply
1	62	Section 1.2	Brief Scope of work	What are the issues/concerns/pain points that are being faced in the current environment	May refer tender document.
2	62			Please provide breakup time spent on break fix, CR, and severity wise tickets	May refer tender document & sheet A. Severity wise tickets (S1 to S4) may be more than 50% (approx.) of total number of tickets of other subcategory of sheet A. More details shall be part of knowledge transfer.
3	62			What is the current state of documentation and support material including SOP ?	Current documentation details to be provided during knowledge transfer of the project execution phase.
4	62			What are the various improvement areas that are already identified and worked upon	May refer shared tender document. New vendor shall assess the same during contract tenure & accordingly fine-tune/optimize, with no additional cost to IGL.
5	62			What are the various other teams that are involved/handshaked during the Support Process	Vendor shall handshake/involve with all the third party vendors, OEMs, business users, IGL leadership etc (but not limited to) as & when required to meet technical & functional requirements as per tender document.
6	62			Has IGL invested in any testing automation etc?	No, It is upto new vendor, to deploy any such tool.
7	62			Are there any downtime eg for backup, DR sync, etc?	May refer tender document.
8	62			What is the typical code-freeze (deployment to production) timeframe? - (monthly/quarterly/twice in a month)	May refer tender document.
9	62			Are there any Code Review Process in place?	Yes.
10	62			Please share severity wise tickets or incidents reported in last 1 year Most often asked requests Data problems - Data not displayed, data wrong Report problems Other issues	May refer tender document & sheet A. Severity wise tickets (S1 to S4) may be more than 50% (approx.) of total number of tickets of other subcategory of sheet A. More details shall be part of knowledge transfer.
11	67			Please share job tracker for last 6 months - most failed jobs - reason for failure - resolution time -escalation mechanism -specific process flow being followed in case of failure	May refer tender document. More details shall be part of knowledge transfer.
12				Please share a) DW data model (layers - Staging/ODS/Data Mart etc.) b) Number of Tables & views c) Subject Area wise Dimensions and Facts	May refer tender document. More details shall be part of knowledge transfer.
13				Please share Inbound interfaces to the DW Number of interfaces Escalation mechanism Source data format change notification mechanism	May refer tender document. More details shall be part of knowledge transfer.
14				Please share Scheduled Jobs for the interfaces Number of Jobs Frequency of run Scheduler details Job flow dependencies Critical Jobs - start time & end time	May refer tender document. More details shall be part of knowledge transfer.
15	76	Section 6.3	n) It is the complete responsibility of vendor to manage the GSP platform . IGL will pay only the fixed quarterly bill based on agreed commercials during start of contract.	We understand that The Azure services to be through SI partner. No direct billing to IGL, although the Cloud contract is with IGL. Please explain how this is handled in current scenario: (1) For Pay-per-Use components, increase in infra-usage will increase in monthly billing (2) Increase in users, increases the licensing cost of certain components like Power BI Will the Cloud billing be done in monthly pay-per-use model? bidder understands the list of services, configuration of the existing analytical platform, etc listed in RFP pg no 86, Section 16. Appendix – I (Azure Component Details in Production) is the final list and there will not be any additional services to be considered for commercial purposes. Please clarify	May refer tender document. Azure component details in production mentioned in tender document is the current services. New vendor shall assess the same during contract tenure & accordingly add/remove any service to meet all technical & functional requirements of tender document, with no additional cost to IGL.

16				Cloud Infra cost is not part of the SOR, when is this to be shared with IGL?	May refer tender document.
17	63	3 - 3.3	New Advanced Analytics Use Cases development requests	How many Advanced Analytics Use cases are envisaged to be developed as part of 2 years contract?	May refer tender document.
18	63		New Advanced Analytics Use Cases development requests	As per our understanding, Data bricks, PySpark is being used for Advanced Analytics and the same to be leveraged for further development. Please confirm	May refer tender document. More details shall be part of knowledge transfer.
19	63			bidder understands, the 2 analytics use cases implemented are PNG defaulter customers prediction and CNG Sales forecasting Also, there are 2 use cases which are under implementation, Please provide the name of additional use cases and the current state of the same	May refer tender document. Further details to be provided during project execution phase.
20	67	Section 5.1 a,iii, ii	Performance tuning of incremental and Full Load tables: Existing/Newly integrated source tables should be tuned with a benchmark of load time not more than ~5-10 minutes for a volume of ~5-6 million record	Please share any performance monitoring and evaluation tool that is used for measurement and benchmarking. Also, is there a separate environment used for performance testing or which environment is used for this activity	May refer tender document. More details shall be part of knowledge transfer.
21	67	Section 5.1 a,iv, v	Migration from DEV to UAT & PROD	Please specify and detail out the existing process of deployment to UAT and Prod.	May refer tender document. More details shall be part of knowledge transfer.
22	67	Section 5.1 b	Azure Databricks: All data preparation and transformation are done using Azure Data Bricks in PySpark	Please share number of data bricks/ETL jobs created and which needs to be supported and the complexity of the same Complex - Medium - Simple -	May refer tender document. More details shall be part of knowledge transfer.
23				Also, please share the ADF and SSIS job split	375(approx.) existing tables need to be extracted from SSIS. 175 (approx.) total number of ADF jobs are monitored on daily basis
24	68	Section 5.1 d	Handling Source System's landscape changes:	bidder understands that any change in the source system will be done by respective application/vendor teams and any impact on Analytics platform (w.r.t change in schema, configuration changes, passwords, etc.) needs to be done by the bidder	Yes.
25	68			Please share details of Ongoing in-flight project/implementation including the team size. Also, detail timeline including go-live dates for these implementations	May refer tender document
26	68	Section 5.1 h	Integrate with new source systems:	For the 2 years contract duration, how many additional number of components to be considered for the below line items 1. Number of additional source systems 2. Number of additional tables/objects 3. Number of additional reports 4. Number of additional dashboards 5. Number of analytics use cases along with use case name 6. Number of change requests per month	May refer tender document
27	68	Section 5.1 i	Daily Load Monitoring:	Please share the ETL time window available for the entire load and data processing and system to be up and available by 8:30 am	After midnight, jobs run from 12 a.m midnight to 8 a.m morning. (jobs that have Day-1 refresh). Peak time: 12 a.m to 4 a.m.
28	68	Section 5.2	Data Visualization BI tool: Power BI Report Server	Please share more details on the existing PowerBI Report Server Deployment including version	May refer tender document. More details shall be part of knowledge transfer.
29	69	Section 5.2 a-i	Reports and Dashboard changes across all departments	Please share number and list of departments for which the reports are available or to be built	More than 15 IGL departments. More details shall be part of knowledge transfer.
30	69	Section 5.2 b-i	Manage SSAS Enterprise tabular model and associated Data Marts	Please share existing number of data marts created for the reports/ dashboards	May refer tender document. More details shall be part of knowledge transfer.
31	69	Section 5.2 b-iii	Manage and change tabular model Security	Please elaborate on Tabular Model Security Requirement	May refer tender document. More details shall be part of knowledge transfer.
32	69	Section 5.2 c	Performance tuning of tabular model & reports i. Write all tabular model calculation in a well optimized manner ii. Identify and tune Slow running DAX queries across the model and data marts. iii. Run and manage the relationship between fact and dimension across the enterprise model. iv. Perform the associated sanity checks.	Please share the existing performance benchmark for the Analytics platform including report refresh for various complex reports	May refer tender document.
33	69	Section 5 - last para	During the tenure of this contract, as per IGL sole discretion, vendor needs to upgrade all the dashboards/ reports live on GSP platform at the time of upgradation, from Power BI report server to Power BI Services abiding all the tender terms and conditions, without any additional cost to IGL.	Please elaborate on the PowerBI Report Server version to PowerBI Services version Also, whether PowerBI Report Server is pointing to Azure Cloud DWH currently?	May refer tender document. More details shall be part of knowledge transfer.
34	69	Section 5.3	New vendor will have responsibility for maintaining & enhancing the features of this portal. Portal shall be used for IGL GSP project only.	1) Please clarify the scope of work for Web Portal management.	May refer tender document

35				2) Please share technology details for the Web Portal, including number of screens, hosting, IAM, etc.	May refer tender document. More details shall be part of knowledge transfer. Language- .Net, Hosting- Azure, Templates - presently 90 approx., users- presently 120 approx.
36				3) What is the requirement when IGL says "Portal training to business users".	May refer tender document
37	69	Section 5.3 a-ii	Manage access and roles of users to different templates Creating new template and update existing templates as required.	Please share the details about templates - for what purpose are they created and how many users using those WebApps	May refer tender document. More details shall be part of knowledge transfer. Language- .Net, Hosting- Azure, Templates - presently 90 approx., users- presently 120 approx.
38	77	Section 8 a	Incident Management	bidder understands the existing vendor uses some model/process for tracking, resolving, tracing the incidents which will be provided to and leveraged by newly identified bidder. Please confirm Please confirm if there's any ticketing tool deployed which can be leveraged	No ticketing systems is there as of now. But existing vendor is maintaining all the changes/defects/issues and have build a support operating model to plan and adhere to timelines. They also provide data on-demand & publish weekly/monthly reports mentioned in tender document
39	67	Section 5 a iii	Performance tuning of incremental and Full Load tables: Existing/Newly integrated source tables should be tuned with a benchmark of load time not more than ~5-10 minutes for a volume of ~5-6 million records	Understanding is current cloud setup (Network, bandwidth, hardware, configuration) is inline to serve this bandwidth. Please clarify Additional inputs would be required in case the above is not in-line with the benchmark	May refer tender document
40	67			If the current configuration is not in-line with required benchmark for any services, Bidder is responsible for the upgradation activity and not the additional cost of the upgraded instances/services of the Azure Analytics platform. Please confirm To arrive at the cost, detailed clarification on future requirements would be needed	May refer tender document Azure component details in production mentioned in tender document is the current services. New vendor shall assess the same during contract tenure & accordingly add/remove any service and enhance bandwidth (if required) to meet all technical & functional requirements of tender document, with no additional cost to IGL.
41	67			bidder understands, the existing Azure analytic platform is self sufficient to serve the required scope of the RFP. Hence additional services need not be provisioned for the required scope of the RFP. Please confirm	May refer tender document Azure component details in production mentioned in tender document is the current services. New vendor shall assess the same during contract tenure & accordingly add/remove any service and enhance bandwidth (if required) to meet all technical & functional requirements of tender document, with no additional cost to IGL.
42	73	Section 6.2 e	Implementation partner expert must explore the corresponding SAP Data tables/excel files/ and other data sources mentioned in this specification during the process of finalizing use cases.	We understand that the existing vendor of respective application implementation (e.g., SAP) will provide the understanding of the required dataset and provide extracts in the required format. Please confirm. In case of real time, we shall get required access of the source system to pull the incremental data	May refer tender document
43	73	Section 6.2 f	Bidder shall propose the common use-cases as per his experience in the industry and the approval to consider such common use cases is with the respective Business department (HOD). The respective Business department (HOD) are the sign-off authority for the accepting the common uses cases as well as accepting the format of corresponding dashboards/reports/KPIs.	Given the fact that every bidder will have different number of use cases based on their industry experience, which will have impact on overall commercial, which intum will impact the evaluation process. Please provide specific details on the scope/no of use cases to be implemented	May refer tender document
44	75	Section 6.4 c	The solution should have the capability to lift and shift without configuration the entire system from hosted data Centre to IGL as an option to IGL	bidder understands the entire platform is on Azure and lift and shift is not required. Please clarify and provide more details for this line item.	May refer tender document
45	75	Section 6.4 c	The solution should have the capability to lift and shift without configuration the entire system from hosted data Centre to IGL as an option to IGL	bidder understands that existing solution leverages all Azure PAAS services which cannot be considered as lift and shift approach while moving away from Azure platform to any other Cloud/on-premise platform. Please elaborate the lift and shift expectation	May refer tender document
46	75	Section 6.4 f i	If IGL intends to host the solution at IGL data Centre then the entire technology, including dedicated cloud infrastructure, application layer, application logic, ETL/ELT, Business analytics layer, algorithms, KPI's and reports including all the underlying software technology, shall be moved from GSP/BA Providers Data Centre As-Is, to IGL Data Centre as per additional cost quoted in SOR. IGL reserves the right to choose to exercise this option. During such transition phase all the support and service shall be provided by vendor for 6 months.	bidder understands additional cost requested is for the As-Is (lift and shift) scenario and not for the platform transformation e.g. change in technology, upgradation, change in logic, change in integrations, etc. Please clarify	May refer tender document
47	75	Section 6.4 g i	All the configured reports and dashboards should have average response time at acceptable limit of 5 seconds This response time is also applicable for mobile devices.	bidder understands, the existing infra setup is in-line to cater to the required performance	Currently yes, however, bidder shall ensure the same is met for the entire contract tenure.

48	75	Section 6.4 e	The existing communication network, along with minimum 40MBPS bandwidth, shall be supported and managed by bidder during this contract.	Is this network bandwidth 40mbps dedicated for Analytics workload or shared with other applications workloads? If yes, please provide application wise bandwidth usage details	Used only for GSP.
49	86	Section 16, Appendix – I	(Azure Component Details in Production)	bidder understands that this is in line with the production configuration, please provide more details on the lower environment (Dev, UAT, etc)	May refer tender document. More details shall be part of knowledge transfer.
50	70	Section 5.4	Azure Infrastructure admin	Is there an expectation to setup a DR for existing BA platform . Please confirm	DR is there in current landscape.
51				How many servers in Azure Environment ?Please provide the inventory and application details ?	May refer tender document
52				What are the services deployed as part of existing cloud Infrastructure ? We assume landing zone already in place , please confirm if that require any changes ?	May refer tender document
53				Whether any migration or new deployment in scope of current RFP?	May refer tender document
54				Are there any 3rd party application deployed in existing cloud infrastructure ?	May refer tender document
55				Please provide the license details for the existing infrastructure ?	May refer tender document
56				Please provide the details of existing devops methodologies and services/products ?	May refer tender document
57				Is there any compliance needs which need to be adhered by managed service provider ?	May refer tender document
58				How the patching of existing servers managed in the current environment ?	May refer tender document
59				How the service provider resources will access the azure environment ?	May refer tender document
60				Please provide the RTO/RPO requirement ?	May refer tender document
61				How many sites are connected to Azure environment ? Please provide the connectivity details ?	May refer tender document. More details shall be part of knowledge transfer.
62	86	Section 16, Appendix – I	(Azure Component Details in Production)	bidder understands the DR setup is 100% of the production environment. bidder needs details whether DR is Active/Active or Active/Passive. Please clarify and provide more details of DR setup if it is not be 100% of production	Yes, 100%. May refer tender document. More details shall be part of knowledge transfer.
63	80	Section 9	SLA - Support Window Support coverage from 9 am to 7 pm (Mon-Fri)	This is 10 hours shift, As per industry standards the shift hour is 8 hours. Please clarify if this needs to be executed in 2 shift	Bidder shall follow IGL timings i.e 9:15 a.m to 5:45 p.m. However, bidder shall support from 9 a.m to 7 p.m.
64	82	Section 13	Roles and Responsibilities	Please share current team size with break up as below Support Team (ETL, visualization, etc) Infra/Admin team CR Implementation Ongoing implementation and enhancements	May refer tender document. More details shall be part of knowledge transfer.
65	87	Section 17	Appendix – II (Source Integration Details)	Please provide details for each source system integrated with Data Analytics platform a. the incremental data load from each sources b. volume growth rate of the data Y-o-Y	May refer tender document. More details shall be part of knowledge transfer.
66	72		The vendor should ensure that the data storage space provided in the staging & archival is utilized judiciously & conservatively.	Please share IGL data retention duration and archival policy	May refer tender document. More details shall be part of knowledge transfer.
67	124	Forms and Formats	Form F-16	The profile that would be shared in the response will be indicative profiles whereas the actual resource will be deployed with similar experience profile F-16	Tender conditions prevail.
68	11	Section 7.1.3	7.0 TENDER EVALUATION METHODOLOGY	Please remove the industry specific resource experience for technical resource (Data Engineer, Data Visualization) as these resources are industry agnostic	Tender conditions prevail.
69	10	Section 7.1.3	*1.1, 1.2, 1.3 are mutually exclusive to each other.	Request to please remove this clause as same experience may fall in either of sections/line items	Tender conditions prevail.
70	8	Section 6.0	The bidder should have completed project related to General Service Platform (GSP) / Business Analytics (BA) Platform in Oil & Gas / Utility Management System (Electricity / Water / Gas Distribution) in a single order of minimum INR 2.16 crores during preceding 07 years from the date of floating of tender.	Request to modify the preceding 7 years experience requirement to preceding 10 years from the date of floating tender as section 7.0 pg no 10 states 10 year clause	Tender conditions prevail.
71	73	Section 6.3 a	The vendor will support IGL in reviewing current KPI tree and provide recommendation of the to-be KPIs to be incorporated in the target GSP/ BA Platform. Report rationalization based on the KPIs should be done. The vendor will provide leading practices and knowledge related to the industry to ensure business processes work efficiently with the support of the new system.	The KPI tree and report rationalization would be part of the consulting exercise. Please confirm if the implementation of the consolidated reports also needs to be considered for commercial?	May refer tender document
72	75	Section 6.3 h	The platform shall be scalable up to the extent to cater the IGL's 5 years future requirements in terms of horizontal and vertical growth (Including acquisitions, new geographical areas).	Is bidder expected to arrive at updated sizing and infra requirement for 5 years? Or only for 2 years of the contract in terms of commercial. Please clarify	May refer tender document
73	75			Is there Cloud infrastructure assessment+fine-tuning needed before SI takes over; or is the current infrastructure is satisfying the scalability, latency and other NFRs?	May refer shared draft scope of work. New vendor shall assess the same during contract tenure & accordingly fine-tune/optimize, with no additional cost to IGL.
74	62			Please provide the peak weekday, monthday, monthend, quarterend, yearend workloads, size and ETL processing duration	After midnight, jobs run from 12 a.m midnight to 8 a.m morning. (jobs that have Day-1 refresh). Peak time: 12 a.m to 4 a.m. More details shall be part of knowledge transfer.

75	76		For any future integration of new data sources with GSP, vendor has the end to end responsibility. Vendor shall use only certified connectors. IGL shall no cost for the same.	bidder understands that the existing Azure platform integration services supports all databases/application (e.g. SAP, etc.) certified connectors	May refer tender document
76	76	Section 7	Data Security	Given this is existing platform, all the required IGL data security must be adhered and in place and hence this section may not be required in the RFP. Only for new implementation, bidder need to adhere to the security policy. Please remove/amend the clause accordingly Is the current architecture aligned with the requirement mentioned in this section or are there any challenges/gaps that the SI need to consider?	May refer shared draft scope of work. New vendor shall assess the same during contract tenure & accordingly fine-tune/optimize, with no additional cost to IGL.
77	71	Section 5.6	Data Governance Framework The selected vendor would be responsible to define, refine and implement a data governance framework that necessarily includes data quality, ethics, privacy, ownership, access rights and security.	What is the current data governance azure service being used. Please provide details.	May refer tender document. More details shall be part of knowledge transfer.
78	71	Section 5.6	Data Governance Framework The selected vendor would be responsible to define, refine and implement a data governance framework that necessarily includes data quality, ethics, privacy, ownership, access rights and security.	Is IGL looking for Azure purview governance service as part of data governance implementation? Please clarify	No, It is upto new vendor, to deploy any such service.
79	11	Section 3.5	Demo of related dashboards/metrics/BA using application Platform/software.	Will IGL provide the data sets in required format to showcase the demo dashboards. If yes, then how bidder will get the data to bidder's environment	no
80	11	Section 3.5	Demo of related dashboards/metrics/BA using application Platform/software.	For demo purposes, can we leverage IGL environment	no
81	11	Section 3.5	Demo of related dashboards/metrics/BA using application Platform/software.	For demo, can we use any technology stack or same IGL Analytics platform stack, please clarify	no
82	11	Section 3.5	Demo of related dashboards/metrics/BA using application Platform/software.	Please specify the Demo timeline once bidder is selected as eligible bidder and post demo datasets provided to the vendor	May refer tender document
83	88		2 Service Level Agreement Performance Guarantee Uptime= 99.5% as per SLA. Incremental Penalty of 0.2% of the annualized purchase order value on every percentage point of 0.1 decrease in SLA defined uptime (i.e 99.5%)	For the uptime penalty, is there any back to back arrangement between existing vendor and CSP. Please provide more details	It is the complete responsibility of the SI to meet all technical & functional requirements of tender document.
84	75	Section 6.4 L	I) GSP/BA solution should be compatible with SAP S/4 HANA. Further, the proposed Dashboards and its associated solution (inter-alia ETL, staging, Data warehouse and analytics functions) should work seamlessly with SAP-HANA platform or SOH (suite on HANA) in case IGL upgrades the existing ECC system to SAP- HANA platform in near future. Any table/ model level changes to be incorporated during upgrade from SAP ECC and S/4 HANA and shall be mutually agreed with IGL on efforts involved. Configured dashboards and reports should work seamlessly without any extra configurations.	What is the timeline planned for SAP ECC migration to SAP s/4 HANA	May refer shared draft scope of work. Further details may be provided during the project execution. Capability of the same must be there with vendor.
85	81	Section 12	During Project execution phase following documents must be submitted at respective phases.	As this is a support engagement, we understand that the current partner would have created these documents during the implementation of the platform. Please confirm our understanding	May refer shared draft scope of work, IGL shall share current documents to the winning party & explanation of the same shall be part of KT also.
86	93	Enhancing GSP/BA: (Variable Cost Component)	Enhancing GSP/BA: (Variable Cost Component)	Does the Bidder need to include the Unit Price for variable components as part of submission? Please provide the details and the number of requests that need to be accommodated.	May refer tender document
87	62	Section 2	The selected vendor will be responsible for proving SLA based managed analytics services	What is the SLA compliance in the current environment in terms of provisioning for "325 dashboards and 214 reports"?	May refer tender document
88	67	Section 5	ii. Addition/Removal of columns if source gets updated due to change or additional requirement	Removal of columns need system level assessment for impact analysis. Does IGL maintain detailed documentation for schema vis-à-vis report usage today?	Yes.
89	75	Section 6.4	The solution should have the capability to lift and shift without configuration the entire system from hosted data Centre to IGL as an option to IGL.	Kindly clarify the requirement, as it is understood that the solution is already on Azure cloud including Power BI	May refer tender document
90	75	Section 6.4	f) At the time of contract closure of the GSP/BA service provider:	Does SI needs to provide upfront cost for service of (a) Cloud to DC migration and (b) Cloud to Cloud migration incase of cloud host changes? Kindly clarify is target state infra scoping is part of present scope or can be taken up as CR in case transformation is needed.	May refer tender document
91	80	Section 9	PAYMENT SHALL BE RELEASED QUARTERLY ONLY AFTER SUCCESSFUL DELIVERY OF ALL THE REQUESTS FALLING IN SCOPE OF THAT PARTICULAR QUARTER	What is the mode of current SI billing to IGL? Are the Application billing and Infrastructure billing done separately? Please provide details. Also, can the Infra billing on monthly basis based on infra usage	May refer tender document. Tender conditions prevail.
92	CI 6.0, Page 8	BIDDER EVALUATION CRITERIA (BEC)	The bidder should have completed project related to General Service Platform (GSP) / Business Analytics (BA) Platform in Oil & Gas / Utility Management System (Electricity / Water / Gas Distribution) in a single order of minimum INR 2.16 crores during preceding 07 years from the date of floating of tender	Request to Consider preceding 10 years	Tender conditions prevail.
93	CI 6.0, Page 9	BIDDER EVALUATION CRITERIA (BEC)	The bidder should have completed project related to General Service Platform (GSP) / Business Analytics (BA) Platform in Oil & Gas / Utility Management System (Electricity / Water / Gas Distribution) in a single order of minimum INR 2.16 crores during preceding 07 years from the date of floating of tender.....	Request to Consider self-certification by bid signatory	Tender conditions prevail.
94	CI 7.0, Page 10	TENDER EVALUATION METHODOLOGY	1.1, 1.2,	Request to consider merging 1.1 & 1.2	Tender conditions prevail.
95	CI 7.0, Page 10	TENDER EVALUATION METHODOLOGY	Quality of Leadership Team to be engaged with IGL in this assignment	Request to consider domain specific experience for Lead Data Engineer & Lead Data Visualization	Tender conditions prevail.

96	CI 7.0, Page 11	TENDER EVALUATION METHODOLOGY	Demo of related dashboards/metrics/BA using application Platform/software.	Request to drop this point	Tender conditions prevail.
97	22.2 & 22.3, Page 25	ITB	22.2 Deviation, if any has to be listed only in the Form-2 of the bid submitted by the bidder. Deviations listed anywhere else will not be considered and in case of award of the job to the bidder, the job has to be completed in accordance with the tender terms and conditions without any commercial implications to the Purchaser. 22.3 Notwithstanding to the above, bids with the deviation(s) to the bid conditions shall be summarily rejected without any post bid reference to the bidder. However, Purchaser reserves the right to take the final decision in this regard, without assigning any reason.	The clauses are contradictory, IGL is requested to clarify further, if deviations are allowed	Tender conditions prevail.
98	71	5.5 Data Quality	Create automated Data Quality Dashboards/alerts for Business Users	bidder understands all the data quality dashboards/alerts have been created for the existing setup and build. Please confirm.	yes, few have been created for specific data sources & business functions. However, bidder needs to create more as & when required.
99	73	6.2 Advanced analytics (Predictive, Prescriptive etc.) use cases	As the existing GSP / BA platform stabilizes and matures, IGL intends to leverage the data for advanced analytics (Predictive, Prescriptive etc). This also includes the unstructured data (Social media data, server logs data, network logs etc).	bidder understands that the data ingestion for unstructured data (Social media, server logs, network logs) has already been integrated and available in ADLS2. Please specify if vendor needs to provision for these data. If yes, how integrations with how many systems needs to be created? Please specify	May refer tender document
100				Please share how a vendor arrive at storage and compute requirement for these analytics use cases	May refer tender document
101	72	5.7	Data Volume Growth of Data Lake Month on Month growth ~3TBs	bidder understands the sizing configuration shared is in-line with the 3 TBs additional volume to be processed per month maintaining the performance benchmark. Please confirm	May refer tender document
102	86	16. Appendix – I (Azure Component Details in Production).		There is only one Security services VPN Azure VPN Gateway mentioned in 16. Appendix – I (Azure Component Details in Production). Is Managed security services being part of scope? If yes, kindly share the list of all security tool and services used to secure the azure cloud and ASH.	May refer tender document
103		General		Which vendor SIEM/SOAR solution is used and where its hosted? is SOC part of scope?	May refer tender document. Vendor must follow MEITY guidelines. New vendor shall assess the same during contract tenure & accordingly fine-tune/optimize, with no additional cost to IGL.
104		General		Post Response on queries, we would need minimum 4 weeks to submit the RFP response. Hence request to extend the submission date	may refer corrigendum 1
105	15.5 Pg no 23 And Clause 16 page 60	15.0 BID PRICES and 16.0 TAXES & DUTIES	15.5 Bidder shall quote the all-inclusive prices as per scope of work and SOR, taking into consideration applicable GST, overheads, provision of safety gadgets to their personnel, cost of material as per scope of work, transportation, conveyance, trainings, recruitments, communication charges, cost for providing tools & tackles, equipment, machineries, minimum spares, etc. and nothing extra shall be payable by the Purchaser.	Bidder requests that prices should be EXCLUSIVE of taxes. Taxes should be at charged at actuals at the time of invoicing.	Tender conditions prevail.
106	16.3 Page no 36	16.0 PAYMENT TERMS	(c)Payment shall be released within 45 days after receipt of relevant documents complete in all respects.	It is requested to modify this clause as payment should be made within 30 days of submission of invoice.	Tender conditions prevail.
107	16.3 Page no 36	16.0 PAYMENT TERMS	(f)No interest charges for delay in payments, if any, shall be payable by Purchaser.	bidder has standard practice to charge interest @2% pm on delayed payments on the invoice amount from the date the payment became due until the recovery is made in full .	Tender conditions prevail.
108	22.1 and 22.3 Page no 40	22.0 PRICE REDUCTION SCHEDULE (PRS)	22.1 Time is the essence of the Contract. In case the Contractor fails to complete the Work within the Contractual Completion period, then, unless such failure is due to Force Majeure as defined herewith or due to Owner's defaults, the Contractor shall pay to the Owner, by way of compensation for delay and not as penalty, a sum @ ½% (half per cent) per complete week of delay of the value of the "the work portion" that is delayed per complete week subject to maximum of 5% (Five Per Cent) of the total contract value . AND 22.3 In case of delay in performance / delivery on the part of Contractor, the invoice / document value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice value is not reduced proportionately for the delay, the Purchaser may deduct the amount so payable by Contractor, from any amount falling due to the Contractor or by recovery against the Performance Guarantee.	Bidder requests that the total LD & all Penalties taking together under this contract should be capped at 5% of the Total Contract Value.	Tender conditions prevail.
109	23.1 to 23.4 Page 41	23.0 TERMINATION FOR DEFAULT	All clauses	Bidder request that before termination we should be given an opportunity of being heard and the final decision should be taken post discussions and if at all it is decided to terminate the contract , bidder shall be indemnified for all costs incurred on this project till the date of termination .	Tender conditions prevail.
110	page 41 and 42	24.0 OWNER MAY DETERMINE / TERMINATE CONTRACT And 26.0 TERMINATION FOR OWNER'S CONVENIENCE	24.1 and 24.2 Also 26.1 to 26.4	Termination for convenience is not acceptable. The reasons need to be mutually discussed. Bidder shall be indemnified for all costs incurred on this project till the date of termination.	Tender conditions prevail.
111	Page 47	40.0 CONTRACTOR TO INDEMNIFY THE OWNER	40.1 and 40.2	In no case the liability of owner will exceed the total contact value.	Tender conditions prevail.
112	Page 48	46.0 DEDUCTIONS FROM THE CONTRACT PRICE		Bidders liability shall be limited to the contact value . And any such deductions shall be after mutual discussions .	Tender conditions prevail.
113	Page 49 and 50	51.0 INSURANCE		Bidder will take transit insurance cover till the point of delivery of plant and equipments (if any in this contract) at customer site and would not be liable for any insurance afterwards .	Tender conditions prevail.
114	Page 51	54.0 INDEMNITY		Bidders liability shall be limited to the contact value .	Tender conditions prevail.

115	Page 55	6.0 CONTRACT CUM EQUIPMENT PERFORMANCE BANK GUARANTEE	(Total order value will be inclusive of all taxes, duties and charges towards transportation, unloading etc. up to IGL site/store).	Bidder request that Order value for PBG shall be exclusive of taxes .	Tender conditions prevail.
116	Page 80	9 SLA	(point 1): Payment shall be released quarterly only after successful delivery of all the requests falling in scope of that particular quarter	Request IGL to release payment on monthly basis .	Tender conditions prevail.
117	Page 88	8. Penalty	SLA Penalty table	Bidder requests that the total LD & all Penalties taking together under this contract should be capped at 5% of the Total Contract Value.	Tender conditions prevail.
118				Who is managing the Existing Azure Infrastructure ?	SI.
119				How many servers in Azure Environment ?Please provide the inventory and application details ?	May refer tender document
120				Who own the Azure subscription ?	May refer tender document
121				What are the services deployed as part of existing cloud Infrastrcutre ? We assume landing zone already in place , please confirm if that require any changes ?	May refer tender document
122				Whether any migration or new deployment in scope of current RFP?	May refer tender document
123				Whether the DR already deployed for the existing Infrastructure ?	Yes.
124				Are there any 3rd party application deployed in existing cloud infrastructure ?	May refer tender document
125				Please provide the license details for the existing infrastructure ?	May refer tender document
126				Please provide the details of existing devops methodologies and services/products ?	May refer tender document
127				Is there any compliance needs which need to be adhered by managed service provider ?	May refer tender document
128				How the patching of existing servers managed in the current environment ?	May refer tender document
129				How the service provider resources will access the azure environment ?	May refer tender document
130				Please provide the RTO/RPO requirement ?	May refer tender document
131				How many sites are connected to Azure environment ? Please provide the connectivity details ?	May refer tender document. More details shall be part of knowledge transfer.
132	25	II 22	Deviations	Is the contractor allowed to submit deviations to tender conditions as mentioned in 22.2 without risking bids being deemed unresponsive? If yes, would be bids be summarily rejected as mentioned in 22.3? Are there any sections / clauses which are strictly mandatory against which no deviations can be submitted? Would be EMD/Bid Security be returned in case the bid is rejected for any reason?	Tender conditions prevail.
133	7	I 5	Bid submission due date	We need significantly more time to prepare and submit the bid. We request for extension to the bid submission date to - (at least) 5 weeks from the date the extension and revised bid submission date is published.	may refer corrigendum 1
134			GCC/SCC	Is contractor allowed to deploy resources from its external vendor partners? All contractual responsibility and ownership would remain with the contractor..	No, tender conditions prevail
135	66	V 4c	Advanced analytics (predictive/prescriptive) used cases requests	Complexity matrix - Criteria for High, Medium and low not defined.	High - Data Volume is large; multiple source systems; high variability in data; in-depth data science expertise required to develop custom build model Medium - Data Volume is standard coming from 1-2 source systems; Medium/ standard variability in data; traditional model development is required Low - Data Volume is standard coming from 1 source system; standard variability in data; Basic modeling and data analysis is required
136	72	V 6	Detailed Functional Scope of services	Estimated number consideration would be April 23 is the understanding for KT? Or till Aug '22 count? What is the new count ?	Estimated number consideration would be till end of april 2023 i.e date of beginning of new vendor contract. However, if this date exceeds, bidder may expect increase (approx. 10% of total number of (dashboards + reports) estimation given in document till april 2023.
137	73	V 6.3	Defining/Implementing KPIs, Reports & Dashboards	Please share the existing KPI numbers by functional area?	May refer tender document. More details shall be part of knowledge transfer.
138	73	V 5.7	Data Volume Growth of Data Lake	What is the currenr data archival and DR strategy ?	May refer tender document. More details shall be part of knowledge transfer.

139	92	V 9	SLA	What is the acceptable range for each of the parameter?	May refer tender document
140	92	V 9	SLA	Please share the SLA complinace metrics for last six months	May refer tender document & sheet A. Severity wise tickets (\$1 to \$4) may be more than 50% (approx.) of total number of tickets of other subcategory of sheet A. More details shall be part of knowledge transfer.
141	19	II 2.2.2.3.2.4	SCOPE OF BID	Do we need to share the resource profile along with BID Response ?	May refer tender document
142	11	I 7.0-3	TENDER EVALUATION METHODOLOGY- DEMO	Is it mandatory to do the demo during the bidder presentation ?	Yes.
143	62	V 3	Support and maintenance of General Service Platform	How many tickets we may receive on day to day basis/ weekly basis	May refer tender document & sheet A.
144	62-65	V 3	Duration of Contract with milestones	What are the types of new data sources we can expect? Please provide the details of the new source system needs to be integrated ?On an average how many new data sources can come in?	May refer tender document
145	62-65	V 3	Duration of Contract with milestones	How many integration ,transformation and analytical pipelines are there with SSIS,ADF,SparkNoteooks exist today ?	375(approx.) existing tables need to be extracted from SSIS. 175 (approx.) total number of ADF jobs are monitored on daily basis
146	62-65	V 3	Duration of Contract with milestones	Regarding Advance Analytics , Is there any Advance analytics are models existing today ? Is there any preference on tech stack like Azure ML, Spark ML, Open Source or TensorFlow? Is there any MLOps pipelines are existing today ?	Yes, there are advance analytics models existing today. Tech stack shall be MIETY security compliant. MLOps is not existing as of today.
147	67	V 5.1	Data Engineering	How are the SSIS,SSAS, ADF Pipelines, Power BI reports deployed currently? Are they using Azure DevOps/Octopus/Jenkins?li. How are we managing source code repository(GitHub) ? li. How are we managing source code repository(GitHub) ?	375(approx.) existing tables need to be extracted from SSIS. 175 (approx.) total number of ADF jobs are monitored on daily basis. Azure Devops is being used currently. Github is not being used currently.
148	69	V 5.3	Web App management	What are the technolgy stack used for the GSP Portal (Web App)? Is it .NET stack ?.Please confirm and provide the details about this Portal	May refer tender document. More details shall be part of knowledge transfer. Language- .Net, Hosting- Azure, Templates - presently 90 approx., users- presently 120 approx.
149	71	V 5.5	Data Quality	Is there any data qualaiity monitoring tools existing today ?	No, It is upto new vendor, to deploy any such tool.
150	78	V 9	SLA	Based on the SLA defention the platfrom needs to be supported 24*7 . Is that fair assumption ?	May refer tender document
151	82	V 13	Roles and responsibilities	It is mentioned that various roles needs utilization of 100%, 75 %, 50% etc. for managed service ? In addition to this do we need new set of associates for new developments ?	These are minimum number of resources to be deployed to meet fixed cost components as per SOR. For variable cost components as per SOR, bidder shall meet necessary timelines and accordingly deploy additional resources as and when required.
152	82	V 13	Roles and responsibilities	According to this section all the associates need to be deployed at IGL Office , Please confirm the IGL Office Location. Is it New Delhi ?	May refer tender document. Yes, Delhi/NCR.
153					GSP- General Service Platform/Business analytics platform.
154		General	Definition	What do we mean by GSP? Will ERP experience count?	ERP experience won't count.
155		Security	Security	What all security controls are placed in current enviornment. Please share the security tools and volume which is being managed and how is it managed (internal security team?)	May refer tender document. More details shall be part of knowledge transfer.
156		Security	Security	For VAPT - kindly share the number of eligible servers, network devices, number of web interfaces/ URLs, and no. of Apps for PT	May refer tender document. More details shall be part of knowledge transfer.
157		Security	Security	Is there any SIEM tools is in place for security monitoring, if yes pls share the tool name and team which WILL be responsible for managing SIEM	No
158		Security	Security	If above is no, then would you like the service provider to implement SIEM tool like Azure Sentinel and manage the same. If yes, please share the Event per second or GB ingestion/ day approx.	May refer tender document. Vendor must follow MEITY guidelines. New vendor shall assess the same during contract tenure & accordingly fine-tune/optimize, with no additional cost to IGL.
159		Security	Security	Is GRC is in scope	No
160		Security	Security	Which tool is used to monitor SSIS and ADB logs - Azure monitor?	Yes
161		Security	Security	Which ITSM tool is being used for ticketing	No, It is upto new vendor, to deploy any such service.
162		Security - IAM	Security - IAM	Is on-prem AD under the scope of this RFP?	Yes
163		Security - IAM	Security - IAM	How many applications are integrated with Azure AD?	May refer tender document.
164		Security - IAM	Security - IAM	Is Multi - Factor Authentication enabled for users? If yes, are we using native Azure capabilities for MFA?	No
165		Security - IAM	Security - IAM	Is there any future application on-boarding in scope with Azure AD in the 2 year term?	May refer tender document.
166		Security - IAM	Security - IAM	Are we using Azure Priviledged Identity Management (PIM) to manage just-in time access for administrators?	No
167		Security - IAM	Security - IAM	Please share the ticket data dump or the volume of tickets currently being supported by the team for the last 6 months - 1 year?	May refer tender document & sheet A
168		Scope of work	Inventory of GSP system components given. Need a sense of the stability of the system to assess support and maintenance effort	Please share incident volume per severity level over the past period (1 year or 6 months)	May refer tender document & sheet A. Severity wise tickets (\$1 to \$4) may be more than 50% (approx.) of total number of tickets of other subcategory of sheet A. More details shall be part of knowledge transfer.
168		Scope of work	Inventory of GSP system components given. Need a sense of the stability of the system to assess support and maintenance effort	What is the distribution of tickets across various levels i.e. Level 2 (incident which do not require code fix), Level 3 (Incidents requiring code fix)?	May refer tender document & sheet A

169		Scope of work	Inventory of GSP system components given. Need a sense of the stability of the system to assess support and maintenance effort	Has there been any major downtime, affecting availability of the system components in the past 6 months?	no
170		Scope of work	Out of scope services	Is there a cloud operations support team that is responsible for common Azure services across multiple applications such as network support, cloud security etc.	no
171		Scope of work	Service management	Our assumption is that L1 helpdesk will be covered by the IGL team. What is the percentage of incidents resolved by Level 1 Service Desk?	no
172		Scope of work	Service management	What is the ITSM tool currently in place where tickets are recorded?	No, It is upto new vendor, to deploy any such service.
173		Scope of work	Service management	Is there detailed documentation and vendor assistance available for take over of application?	Yes
174		Scope of work	Support window	Kindly confirm if all the users of the application are within India. Will there be users outside of this region and any additional support window required?	Presently, all the users of the application are within India.
175		System Architecture	Additional tools being used	Kindly let us know if there are additional tools being used other than the core system components. For ex. Log analytics Application monitoring Data encryption at source Data discovery, classification, DLP	May refer tender document. More details shall be part of knowledge transfer.
176		System Architecture	Code maintenance and automation	Kindly let us know if DevOps for CI/CD including automated testing is implemented as part of the platform. What is DevOps platform used?	Yes
177		System Architecture	Data confidentiality and any pre-requisites for the team to work on the environment	Please indicate whether the platform would store any confidential, PII data of customer. What is the application security setup (like encryption) in place for data at rest/transit?	May refer tender document. More details shall be part of knowledge transfer.
178		System Architecture	Data confidentiality and any pre-requisites for the team to work on the environment	Are there any pre-requisites for the support team to be handling this data?	NDA
179		General	Solution considerations	For cost effectiveness of the solution, can we consider shared services solution? Or will there be any restriction?	Tender conditions prevail.
180		General	Solution considerations	Please indicate the release management and approval complexity. Will releases to production be done by the support team or managed by external team?	It is complete responsibility of SI.
181		General	Personally Identifiable Information ("PII")	Will the Bidder/Contractor have any access to IGL's PII during the performance of Services?	Yes post signing NDA
182		Section 29, P.43	Limitation of Liability	The Bidder submits to modify this clause to ensure that there are no exceptions whatsoever to indirect and consequential losses waiver. Liability related to repair/replacement of equipment/products will be dealt under the OEM's EULA as the Bidder will provide equipment/materials under resale arrangement. Also Does the equipment/material include only hardware? Please clarify.	Tender conditions prevail.
183		General	Security of IGL's Data and Systems/ Scope of Services	The Bidder requests for addition of the following clause: "Bidderwill be responsible for fixing vulnerabilities in IGL Data or IGL systems to the extent (i) IGL has expressly engaged Bidderto perform such remediation on IGL's behalf in the Agreement or applicable SOW, or (ii) caused by bidders's breach of its obligations under the Agreement. Otherwise, IGL will be responsible to remediate such vulnerabilities at IGL's cost and Bidderwill not be liable for the consequences resulting from such security vulnerability, including a data security breach. Bidderstandard data safeguards for protection of client data are enclosed with this document. A	Tender conditions prevail.
184		General	Managed Security Services	Regarding MSS component of the services: - Will IGL procure all necessary consents, licenses and authorisation for Bidderto perform the MSS Services e.g. the Client will need to obtain all necessary consents and rights from employees and third parties, and any regulatory authorizations, to enable us to perform the MSS Services? § Bidderdoes not provide any legal or regulatory advice or guarantee that the MSS Services will enable the Client to meet applicable legal, regulatory or industry standards or other requirements.	May refer tender document
185		New addition	All clauses in the RFP related to Goods, equipment's, products, software including without limitation defect liabilities, warranties, indemnities SLA, penalties, performance guarantee etc. , transfer of title (Section 36).	All products including any hardware, software or any other third-party material required for successful completion of the project will be provided by the Bidder/Bidderto the IGL on a resale basis. Bidderand IGL(s) shall execute a resale agreement in the form and format provided with bidders's proposal.	Tender conditions prevail.
186		Section 40, P.44, Section 54, 55 P.51 Contractor to Indemnify the Owner (All clauses related to Indemnity in the Contract)	Indemnification	The Bidder is agreeable to indemnify IGL for all finally awarded sums related to third party claims arising out of gross negligence and willful misconduct solely attributable to Bidder resulting in death, personal injury damage to tangible property or in the event Bidder's Services or deliverables infringe any third party trademark, copyright, tradeseecret or in the event Bidderis in breach of its confidentiality obligations under the agreement.	Tender conditions prevail.
187		General	Holiday Listing (All references in the RFP)	The Bidder requests for deletion of all clauses related to IGL's holiday listing policies as there are adequate remedies available to IGL if bidder fails to comply with contract terms	Tender conditions prevail.
188		General	Time is of Essence	The Bidder proposes to replace the phrase 'time is of essence' with 'time is of importance' as Bidder cannot solely control compliance with time schedules, there are dependencies on client and third parties as well.	Tender conditions prevail.
189		General - Purchaser (IGL) reserves the right to increase or decrease the scope of work of bidders before or after award of work		We understand any increase or decrease in scope of work will be mutually agreed in writing along with the impact on commercials (if any)	Tender conditions prevail.
190		Section 12.1, P.14 Section 15, P.38	Latent Defects	The Bidder requests that this clause should be agreed at the contracting phase.	Tender conditions prevail.
191		Section 40.1, P.29	Contract Negotiations - The final contract must stipulate that the Bidder will deliver the services and other requirements as stated in the tender.	We understand that compliance to tender terms will be subject to deviations submitted by us.	Tender conditions prevail.
192		SCC, Section 7, P.53,	Price Reduction	The Bidder understands that the method if calculation and cap on it will be mutually agreed at the contracting phase?	Tender conditions prevail.
193		Section 8, P.54 , Section 12, P.57, Section 18, P.88	SLA's, other penalties	The Bidder The Bidder understands that the SLA and other penalties will be mutually agreed at the contracting phase?	Tender conditions prevail.
194		Section 7, P.35, Form 12, P.118	Confidentiality, NDA	The Bidder requests that this clause should be made mutual as during the provision of services, the Bidder may also disclose its proprietary and confidential information to IGL. The Bidder also requests to exclude 'Personally Identifiable Information' 'PII' from confidential information as the same is governed by separate operational and legal protocols. In the event, IGL needs to disclose any PII to Bidder in relation to the contract, the parties can agree and execute applicable data privacy protocols.	Tender conditions prevail.

195		Section 52, P.47 & Section 55, P.48	Compliance with Laws, Labor laws	We understand that Bidder will comply with all laws which are applicable to Bidder's business as a service provider? Please confirm.	Tender conditions prevail.
196		Form 7, P.87	Declaration of Tender Document	The Bidder submits that its acceptance of Tender terms and conditions is subject to certain, deviations submitted by the Bidder.	Tender conditions prevail.
197		Section 46, P.48	Deductions from Contract Price	Bidder requests for deletion of this clause.	Tender conditions prevail.
198		Section 8.3, P.37	Contract Obligations	The Bidder requests for deletion of this clause	Tender conditions prevail.
199		Section 11, P.34, 36	Patent Rights	The Bidder requests for deletion of all clauses related to patents as the scope of services /deliverables do not include any patents. The Bidder, however is agreeable to provide the following IP infringement for third party claims related to trademark, copyright or tradesecrets.	Tender conditions prevail.
200		Section 37, P.46	COMPENSATION LIABILITY FOR ACTION NOT TAKEN UPON TERMINATION FOR DEFAULT	The Bidder requests for deletion of this clause in its entirety.	Tender conditions prevail.
201		SCC, Section 13, P.58	Order of Precedence	Bidder requests to revise the order of precedence as follows: 1. The final definitive contract (this is also covered in Section 8.2, GCC of the RFP) 2 Proposal submitted by bidder 3.Letter of Award 4. SCC & GTC	Tender conditions prevail.
202		SCC, Section 14, P.58, Section 23 to 26 P.39,40, Section 18	Termination	Bidder does not have any right under this RFP. Bidder requests for deletion of the Termination provision as provided in RFP and proposes the following language: "Either party, upon providing written notice of 90 days to the other party, may terminate the contract if the other party materially breaches the contract and fails to cure such breach within 90 days from the date of receipt of such notice." Also we understand that that if IGL terminates for convenience, Bidder will be entitled to termination charges and demobilization costs?	Tender conditions prevail.
203		Section 42, P.44 SCC Section 14.5 (iii), Section 20.5, P.40, Section 23.1 (b)	Owner may do part of work at the risk and cost of Contractor/Bidder	The Bidder requests for deletion of this clause in its entirety. In case the bidder fails to comply with the agreed contract, there are adequate rights and remedies available to IGL under law and under contract such as damages for breach of contract, termination rights, indemnity, penalties etc	Tender conditions prevail.
204		SCC, Section 21	Statutory Approvals	The Bidder submits that it will only obtain those approvals which are required for Bidder's business as provider of services. This should be discussed and agreed at the contracting phase	Tender conditions prevail.
205		Section 46, P.46	DEDUCTIONS FROM THE CONTRACT PRICE	The Bidder requests for deletion of this clause in entirety – all transactions should be dealt with separately	Tender conditions prevail.
206		Section 36, P.43	Transfer of Title	The Bidder requests for deletion of this clause in its entirety as clauses related to equipment, material will governed by OEM's EULA	Tender conditions prevail.
207		Section 44, P.45	Defects in work	The Bidder requests that this clause should be discussed and agreed at the contracting phase	Tender conditions prevail.
208		Section 19, P37	Subcontracting	The Bidder requests for making an exception to incidental and non material services such as data entry. For subcontracting these services, Bidder shall not need prior consent of the IGL. The Bidder requests for deletion if sub-section 19.3 entirely.	Tender conditions prevail.
209		Section 51, P.47	Insurance	The Bidder submits that it will maintain insurance as per applicable laws.	Tender conditions prevail.
210		SCC, Section 3, P.55	REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES	The Bidder requests that this clause should be discussed and agreed at the contracting phase.	Tender conditions prevail.
211		SCC, Section 4	STANDARDS	The Bidder proposes to replace this section with " Bidder will perform the Services in a professional and workmanlike manner."	Tender conditions prevail.
212		SCC, Section 10, P.57	Settlement of Disputes	The Bidder submits that appointment of Arbitrator shall be in accordance with Arbitration and Conciliation Act 1996.	Tender conditions prevail.
213		Section 18, P.88	Alterations in Specifications, Design and Extra Works	The Bidder requests that section should be discussed and agreed at the contracting phase. Essentially all alterations, extra work shall be mutually agreed via a change order.	Tender conditions prevail.
214				Do SLA's and penalty clauses apply for the change requests also?	May refer tender document.
215				Resolution time for P3, P4 are typically in working days. Do we read the hours given in SLA table as business hours or regular hours?	Regular hours
216				Is there any preference for support team to be working from client location?	May refer tender document.
217	62	Duration of Contract with milestones	Rates will be firm and fixed during the contract period as described below	Subject to the cost escalation provision agreed by the parties, Rates will be firm and fixed during the contract period as described below A cost escalation provision has been suggested in additional clauses which is self explanatory Cost may also increase due to nay change order and change in tax rate	Tender conditions prevail.
218	8	Definition of Bidder:	In case bidder is authorized OEM Partner / System Integrator then bidder shall obtain certificate/undertaking from the respective OEM to ensure back to back service support for period of five (5) years and OEM should give confirmation to provide all necessary support to the authorized agency	In case bidder is authorized OEM Partner / System Integrator then bidder shall obtain certificate/undertaking from the respective OEM to ensure back to back service support for period of ten (10) years and OEM should give confirmation to provide all necessary support to the authorized agency. Is it operationally ok to provide support for 10 years? Please review	Tender conditions prevail.

219		29 38.0 PURCHASER'S RIGHT TO VARY QUANTITIES DURING CONTRACT PERIOD		Notwithstanding anything stated above, After award of work and during project execution, purchaser cannot decrease the quantity of goods. In case of increase on work, suitable adjustments shall be done in the contract price and delivery schedule through change order process and contract shall accordingly be amended	Tender conditions prevail.
220		29 41.0 NOTIFICATION OF AWARD / LETTER OF ACCEPTANCE	41.3 The bidder shall promptly, but not later than Seven (7) days of notification of award shall furnish its acceptance of award.	41.3 The bidder shall promptly, but not later than fifteen (15) days of notification of award shall furnish its acceptance of award. Seven days period is too less	Tender conditions prevail.
221		30 Clause 41: Corrupt and Fraudulent Practices /ITB- Section II	43.3 Purchaser will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.	Not acceptable. This will impact the bidder in future bids	Tender conditions prevail.
222	40-41	Clause 6: Confidentiality /GCC-Section III	.1 The Contractor cannot, without agreement of the Purchaser, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the Purchaser / Consultant / Engineer / Inspector. 7.2 Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Purchaser or Consultant or Engineer or Inspector. The Purchaser or Consultant retains the right to claim damages from the Contractor in the case where these documents have been used without such written consent. 7.3 However, these obligations do not apply to documents for which it can be demonstrated that, • Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or • Such documents were already in its possession without having obtained them directly or indirectly from the other party, or • Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party. 7.4 Regarding the application of this clause, the experts appointed by the Purchaser / Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the Purchaser in these matters. 7.5 Any document, other than the Agreement itself as enumerated in GCC Clause 1.1 (a), shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Contractor's obligations under the Agreement. 7.6 The Contractor shall not, without the Purchaser's / Consultant's prior written consent, disclose the Contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any other person without the Purchaser's prior written consent shall be deemed to be a breach of the contract.	7.1 Either Party cannot, without agreement of the other disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received hereunder 7.2 Further, neither party is allowed to publish copy or transmit to third parties the documents that are transmitted to him by Purchaser or Consultant or Engineer or Inspector Every Confidential information should be designated or marked as 'confidential' by the Disclosing Party at the time of disclosure of such information to the Receiving Party or where disclosed orally being confirmed in writing by the Disclosing Party within five days of such oral disclosure. 7.3 However, these obligations do not apply to documents for which it can be demonstrated that, • Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or • Such documents were already in its possession without having obtained them directly or indirectly from the other party, or • Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party. is independently developed by the receiving party without the use of confidential information and without the participation of individuals who have had access to confidential information; is required to be provided under any law, or process of law duly executed. 7.4 Regarding the application of this clause, the experts appointed by the Purchaser / Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the Purchaser in these matters. 7.5 Any document, other than the Agreement itself as enumerated in GCC Clause 1.1 (a), shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Contractor's obligations under the Agreement. 7.6 The Contractor shall not, without the Purchaser's / Consultant's prior written consent, disclose the Contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any other person without the Purchaser's prior written consent shall be deemed to be a breach of the contract.	Tender conditions prevail.
223		36 11.0: Patent Rights	11.1 The Contractor shall alone bear the liability and costs of any prejudicial consequence of any infringement of all or part of the patents, industrial trademarks, designs and models relating to the Goods. Therefore, the Contractor shall make the arrangements at his own expense with the holders and pay the royalties, obtain the necessary licenses and authorizations, failing which he agrees to modify the Work to the extent needed to avoid any such infringement. 11.2 In case of legal action or proceedings for infringement against the Owner, the Contractor undertakes to: • Stand up for the Owner in the defence of his rights and interests; • Save Purchaser harmless of any legal, financial and other consequences as may result to him from the legal action or proceedings; • Bear all the damages and interests as may be due to the holders of the patents, industrial trademarks, designs and models, in principal, costs and interests; • Reimburse to the Purchaser, at the Purchaser's first request, the costs of any nature whatsoever, including the fees of lawyers, experts and technical advisers, etc. incurred due to or on the occasion of the legal action or proceedings; • To modify if need to be and without delay, the incriminated Goods / equipment, or have it replaced, free of charge, by equivalent Goods / equipment free of any infringement. Contractor alone shall bear all the costs, risks and liability that result thereof including the costs of dismantling, erecting, adapting or modifying such Goods/ equipment and starting up, etc. 11.3 In case of legal action or proceedings for infringement brought against the Purchaser, the Contractor has the right to participate in the Owner's defence. Any transaction with the third party in such cases shall be discussed and jointly agreed by the parties, wherever feasible. 11.4 The modifications to be brought to the Work/Goods must have the prior consent of the Purchaser. This consent cannot in any way lessen the obligations of the Contractor that result from the present article, also in cases when new legal action or proceedings are initiated following	11.1 The Contractor shall alone bear the liability and costs of any prejudicial consequence of any third party infringement of all or part of the third party patents, industrial trademarks, designs and models relating to the Goods. Therefore, the Contractor shall make the arrangements at his own expense with the holders and pay the royalties, obtain the necessary licenses and authorizations, failing which he agrees to modify the Work to the extent needed to avoid any such infringement. 11.2 In case of legal action or proceedings for infringement against the Owner, the Contractor undertakes to: • Stand up for the Owner in the defence of his rights and interests; • Save Purchaser harmless of any legal, financial and other consequences as may result to him from the legal action or proceedings; • Bear all the reasonable damages as may be due to the holders of the patents, industrial trademarks, designs and models, in principal, • Reimburse to the Purchaser, at the Purchaser's first written request, the costs of any nature whatsoever, incurred due to or on the occasion of the legal action or proceedings; Purchaser shall not be entitled to seek any indemnification from the bidder unless Purchaser provides the bidder with (i) prompt written notice of any claim, demand or action for which Purchaser is seeking or may seek indemnification hereunder and gives the bidder the right to have sole control over the defense and settlement negotiations; (ii) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim; (iii) reasonably cooperate with the bidder in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and (iv) allow the bidder, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing. Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder's compliance with Purchaser's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Purchaser of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Purchaser and the infringement relates to or arises from such Purchaser materials as provided. Clause not applicable	Tender conditions prevail.
224		38 14.0 ADDITIONAL TEST		Clause not applicable	Tender conditions prevail.

225	37,38-39	16.0 PAYMENT TERMS		All invoices and bills will be raised by Bidder as per the Payment Terms and will become due for payment within thirty (30) days of presentation. 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 Purchaser and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.	Tender conditions prevail.
226	40	22.0 PRICE REDUCTION SCHEDULE (PRS)	22.1 Time is the essence of the Contract. In case the Contractor fails to complete the Work within the Contractual Completion period, then, unless such failure is due to Force Majeure as defined herewith or due to Owner's defaults, the Contractor shall pay to the Owner, by way of compensation for delay and not as penalty, a sum @ ½% (half per cent) per complete week of delay of the value of the "the work portion" that is delayed per complete week subject to maximum of 5% (Five Per Cent) of the total contract value.	22.1 Time is the essence of the Contract. In case the Contractor fails to complete the Work within the Contractual Completion period, then, unless such failure is due to Force Majeure as defined herewith or due to Owner's defaults, the Contractor shall pay to the Owner, by way of compensation for delay and not as penalty, a sum @ ½% (half per cent) of the delayed goods or services subject to maximum of 5% (Five Per Cent) of the of the delayed goods or services	Tender conditions prevail.
227	39	8.0 ASSIGNMENT	The Contractor shall not assign, in whole or in part, any of its obligations to be performed under this Agreement to any third party, except with the Owner's prior written consent.	The Contractor shall not assign, in whole or in part, any of its obligations to be performed under this Agreement to any third party, except with the Owner's prior written consent; which consent shall not be unreasonably withheld or delayed by the Owner The Owner shall not assign, in whole or in part, any of its obligations to be performed under this Agreement to any third party, except with the Contractor's prior written consent.	Tender conditions prevail.
228	39	19.0 SUB-CONTRACTING	19.4 In the event where the warranty agreed between the Contractor and his sub-Contractors exceeds in scope or in period those required under the Agreement, the Contractor undertakes to make the Purchaser the full and direct beneficiary of such warranty.	Please check the same from operational perspective	Tender conditions prevail.
229	41	23.0 TERMINATION FOR DEFAULT	23.1 Except for the cases provided for in Clause "Force Majeure", if the Supplier fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the contract or in any manner commits a breach of any of the provisions of the contract it shall be open to the owner at its option by written notice to the supplier (a) TO DETERMINE THE CONTRACT in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Owner on that behalf, where upon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such Work as the Owner may, in writing, require to be done to safeguard any property or Work, or installations from damage, and the Owner, for its part, may take over the work remaining unfinished by the Contractor and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the Owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner over and above the cost as worked out in terms of the contract. (b) WITHOUT DETERMINING THE CONTRACT to take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other means at the risk and cost of the Contractor and any of his sureties are liable to the Owner for any excess cost over and above the cost as worked out in terms of the contract, occasioned by such works having been taken over and completed by Owner. 23.2 Before determining the Contract, provided in the judgment of the Owner, the default or defaults committed by the Contractor is/are curable and can be cured by the Contractor if an opportunity is given to him, then the Owner may issue notice in writing calling the Contractor to cure the default within such time specified in the notice. 23.2 The Owner shall also have the right to proceed as take action as per above, in the event that	23.1 Except for the cases provided for in Clause "Force Majeure", if the Supplier fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or in any manner commits a material breach of contract it shall be open to the owner at its option by written notice to the supplier (a) TO DETERMINE THE CONTRACT in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Owner on that behalf, where upon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such Work as the Owner may, in writing, require to be done to safeguard any property or Work, or installations from damage, and the Owner, for its part, may take over the work remaining unfinished by the Contractor and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the Owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner; provided such risk and cost shall not exceed 5% of the total delayed services/deliverables and such delay in Work is solely attributable by the Contractor b) WITHOUT DETERMINING THE CONTRACT to take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other means at the risk and cost of the Contractor; provided such risk and cost shall not exceed 5% of the total delayed services/deliverables and such delay in Work is solely attributable by the Contractor 23.2 Before determining the Contract, provided in the judgment of the Owner, the default or defaults committed by the Contractor is/are curable and can be cured by the Contractor if an opportunity is given to him, then the Owner may issue 30 days notice in writing calling the Contractor to cure the default within such time specified in the notice. 23.3 The Owner shall also have the right to proceed or take action as per above, in the event that the Contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Owner to give any prior notice to the Contractor. 23.4 Termination of the Contract as provided for above shall not prejudice or affect the rights of the	Tender conditions prevail.
230	41	24.0 OWNER MAY DETERMINE / TERMINATE CONTRACT	24.1 Owner shall, at any time, be entitled to determine and terminate the Contract, in whole or in part for any cause whatsoever. A notice in writing from the Owner to the Contractor shall be issued giving 30 (Thirty) days' time for such determination including the reason thereof. 24.2 The Contractor upon receipt of such notice shall discontinue the Work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to works terminated and upon terms satisfactory to Owner, stop all further sub-contracting or purchasing activity related to the works terminated and assist the Owner in maintenance, protection and disposition of the works acquired under the Contract by the Owner.	24.1 Owner shall, at any time, be entitled to determine and terminate the Contract, in whole or in part for any cause whatsoever. A notice in writing from the Owner to the Contractor shall be issued giving 120 days' time for such determination including the reason thereof. 24.2 The Contractor upon receipt of such notice shall discontinue the Work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to works terminated and stop all further sub-contracting or purchasing activity related to the works terminated and assist the Owner in maintenance, protection and disposition of the works acquired under the Contract by the Owner. Bidder wants to have a similar right of termination in case of default and non payment of fees by Owner.	Tender conditions prevail.

231	41	28.0 SETTLEMENT OF DISPUTES	<p>28.1 The rules of procedure for arbitration proceedings shall be as per Indian Arbitration and Conciliation Act 1996 or as amended.</p> <p>28.2 If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or otherwise arising out of this Agreement, the parties hereto shall promptly and in good faith negotiate with a view to bring out and amicable resolution and settlement.</p> <p>28.3 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Owner or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>28.4 Indraprastha Gas Limited will nominate three independent persons who can be the Sole Arbitrator and intimate the same to Vendor. The Vendor needs to choose one person from the said nominees as Sole Arbitrator. If Vendor fails to choose the arbitrator within thirty (30) days from receipt of a nomination by Indraprastha Gas Limited, Indraprastha Gas Limited will have right to choose the Sole Arbitrator.</p> <p>28.5 The Arbitration proceedings shall be held in Delhi and shall be conducted in English Language.</p> <p>The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.</p> <p>28.6 It is hereby clarified that the Courts at Delhi alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Agreement.</p> <p>28.7 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree. The Work under the Contract shall continue during the Arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.</p>	<p>28.1 The rules of procedure for arbitration proceedings shall be as per Indian Arbitration and Conciliation Act 1996 or as amended.</p> <p>28.2 If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or otherwise arising out of this Agreement, the parties hereto shall promptly and in good faith negotiate with a view to bring out and amicable resolution and settlement.</p> <p>28.3 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Owner or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>28.4 The parties shall mutually nominate three independent persons who can be the Sole Arbitrator</p> <p>28.5 The Arbitration proceedings shall be held in Delhi and shall be conducted in English Language.</p> <p>The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.</p> <p>28.6 It is hereby clarified that the Courts at Delhi alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Agreement.</p> <p>28.7 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree. The Work under the Contract shall continue during the Arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.</p>	Tender conditions prevail.
232	43	29.0 LIMITATION OF LIABILITY	<p>29.1 Except in cases of wilful negligence or wilful misconduct, and in the case of infringement, the Contractor shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits provided that this exclusion shall not apply to any obligation of the Contractor to pay Price Reduction to the Purchaser and the aggregate liability of the Contractor to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>	<p>29.1 Except in cases of wilful negligence or wilful misconduct, and in the case of third party infringement, the Contractor shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any special, indirect, punitive, exemplary or consequential loss or damage, loss of use, loss of production, or loss of profits, even if such party has been advised of the possibility of such damages the aggregate liability of the Contractor to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total amount paid to Contractor by the Purchaser in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose).</p> <p>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 Purchaser or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Purchaser, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Purchaser. Such failures or delays shall be brought to the notice of the Purchaser and subject to mutual agreement with the Purchaser, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the Purchaser for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.</p> <p>Contractor shall not without the written permission of Purchaser / Consultant make a reference to Purchaser / Consultant or any Company affiliated with Purchaser / Consultant or to the destination or the description of services performed and goods supplied under the contract in any publication, publicity or advertising media. The Purchaser / Consultant shall not unreasonably withhold or deny any such permission made by the Contractor.</p>	Tender conditions prevail.

233	45	34.0 TAXES, DUTIES AND LEVIES	<p>34.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties now in force and hereafter increased, imposed or modified from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor. The Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship. The Contractor further agrees to comply and to secure the compliance of all sub-contractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.</p> <p>34.2 Owner shall directly pay the Customs Duty and Tax to concerned Authorities in case of foreign bidders.</p> <p>34.3 Owner shall make from contractor's bills such tax deductions as are required as per rules and regulations in force from time to time.</p> <p>34.4 The Contractor/Bidder shall be entirely responsible for scope of work, all taxes, GST, license</p>	<p>34.1 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties now in force and in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship. CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by CONTRACTOR of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the OWNER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.</p>	Tender conditions prevail.
234	47	40.0 CONTRACTOR TO INDEMNIFY THE OWNER	<p>40.1 The Contractor shall indemnify the Owner and every member, officer and employee of the Owner, also the Engineer-In-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of all actions, proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract. The Owner shall not be liable for or in respect of consequence of any accident or injury to any workmen or other person in the employment of the Contractor or his sub-contractor and Contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereof.</p> <p>40.2 Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the same may have been made without the consent or authority or in law or otherwise to the contrary</p>	<p>The OWNER shall not be liable for or in respect of consequence of any accident or injury to any workmen or other person in the employment of the CONTRACTOR or his SUB-CONTRACTOR and CONTRACTOR shall indemnify and keep indemnified the OWNER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereof. However, this indemnification should not be available to the Owner if any accident or injury to any workmen or other person in the employment of the CONTRACTOR or his SUB-CONTRACTOR shall happened due to any negligence or misconduct of the Owner or its employees, officials, agents etc.</p> <p>No indemnity for performance breach. The owner have other remedy for the same</p>	Tender conditions prevail.
235	47	42.0: Owner may do part of the work	<p>Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the OWNER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipment's and materials on such parts of the WORK, as the OWNER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the OWNER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such WORK and materials with fifteen percent (15%) added to cover all Owners charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the OWNER.</p>	<p>Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the OWNER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipment's and materials on such parts of the WORK, as the OWNER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the OWNER shall deduct from the amount which otherwise might become due to the CONTRACTOR; subject to 5% of value of work not delivered.</p> <p>Risk is capped</p>	Tender conditions prevail.
236	47	43: Owner may do part of the work	<p>The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement.</p>	<p>The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement.</p>	Tender conditions prevail.

237	47	44.0: Defects in works	In case CONTRACTOR shall fail to do so, the OWNER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the OWNER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding, on the CONTRACTOR. As soon as the WORK have been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance there of and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the OWNER shall be deemed to have taken over the WORK on the date so certified. If the WORK have been divided into various groups in the CONTRACT, the OWNER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group/section/part so taken over is related to the integrated system of the work, no withstanding date of grant of Completion Certificate for group/section/part, the period of liability in respect of such group/section/part shall extend 12 (twelve) months from the date of completion of WORK.	In case CONTRACTOR shall fail to do so, the OWNER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the OWNER will be recovered from the amount due to the CONTRACTOR. As soon as the WORK have been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance there of and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the OWNER shall be deemed to have taken over the WORK on the date so certified. If the WORK have been divided into various groups in the CONTRACT, the OWNER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group/section/part so taken over is related to the integrated system of the work, warranty in respect of such group/section/part shall extend 12 (twelve) months from the date of completion of group/section/part Self explanatory	Tender conditions prevail.
238	48	44.2: Defects after taking over	In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACTOR that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the OWNER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the OWNER. If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the OWNER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.	In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACTOR that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the OWNER may proceed to do the get the rectification done at CONTRACTOR's cost and deduct from the final bill such amount. Such costs shall be capped to 5% of cost of defective work. If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the OWNER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate Risk capped. It cannot be at the discretion of owner	Tender conditions prevail.
239	48	48.0: Defense of Suits	48.1 If any action in court is brought against the OWNER or an officer or agent of the OWNER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or employees, the CONTRACTOR, shall in such cases indemnify and keep the OWNER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.	No indemnification of breach. Owner has the remedy to claim damages in court	Tender conditions prevail.
240	48	47.0: Completion Certificate	47.0 The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving an application there for from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings and the CONTRACT DOCUMENTS.	47.0 The ENGINEER-IN-CHARGE shall issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving an application there for from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings and the CONTRACT DOCUMENTS, else the work shall be deemed to have been completed by the Contractor and COMPLETION CERTIFICATE shall be deemed to have been issued by the ENGINEER-IN-CHARGE. Deemed acceptance clause included	Tender conditions prevail.
241	49	48.0: FINAL DECISION AND FINAL CERTIFICATE	48.1 Upon the expiration of the DEFECT LIABILITY PERIOD and subject to the ENGINEER-IN-CHARGE being satisfied that the WORK has been duly completed by the CONTRACTOR and performed all his obligations under the CONTRACT, the ENGINEER-IN-CHARGE shall (without prejudice to the rights of OWNER to retain the provisions of relevant clause thereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall be not considered to have fulfilled the whole of his obligations under the CONTRACT until FINAL ACCEPTANCE CERTIFICATE shall have been given by the ENGINEER-IN-CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the OWNER.	48.1 Upon the expiration of the Warranty PERIOD and subject to the WORK has been duly completed by the CONTRACTOR and performed all his obligations under the CONTRACT, the ENGINEER-IN-CHARGE shall (without prejudice to the rights of OWNER to retain the provisions of relevant clause thereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall be not considered to have fulfilled the whole of his obligations under the CONTRACT until FINAL ACCEPTANCE CERTIFICATE shall have been given by the ENGINEER-IN-CHARGE. Warranty is the correct term. Defect liability is mostly for construction contracts.	Tender conditions prevail.
242		8.0 FORCE MAJEURE	8.0 FORCE MAJEURE	However, Bidder shall be entitled to receive payments for all services rendered by it under this Contract	Tender conditions prevail.

243	<p>Bidder suggested addition:- Execution Infrastructure</p> <p>The BUYER will provide necessary and adequate infrastructure to enable Bidder to fulfill 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:</p> <ul style="list-style-type: none"> 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. (pl. mention if any additional infrastructure is to be provided). <p>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.</p>	Tender conditions prevail.
244				<p>Bidder suggested addition:- Execution Infrastructure</p> <p>The BUYER will provide necessary and adequate infrastructure to enable Bidder to fulfill its commitment for the assignment. This will be applicable for each Bidder Consultant associated with the projec</p>	Tender conditions prevail.
245				<p>Bidder suggested addition:- Co-ordination</p> <p>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.</p>	Tender conditions prevail.
246				<p>Bidder suggested addition:- Assistance</p> <p>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.</p> <p>Necessary and sufficient time will have to be spent by Users in BUYER with Bidder personnel during this stage of the assignment.</p>	Tender conditions prevail.
247				<p>Bidder suggested addition:- Methodology, Tools and Techniques</p> <p>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.</p>	Tender conditions prevail.
248				<p>Bidder suggested addition:- Deliverables</p> <p>The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.</p>	Tender conditions prevail.

249				<p>Bidder suggested addition:- Change Management Procedure</p> <p>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.</p> <p>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.</p>	Tender conditions prevail.
250				<p>Bidder suggested addition:- Intellectual property rights:</p> <p>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. The foregoing license does not authorizes BUYER to (a) separate Bidder Pre-Existing IP from the Deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder Pre-Existing IP.</p> <p>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.</p> <p>Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Bidder shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for the BUYER for any other client or customer of the Bidder (including without limitation any affiliate, associate or</p>	Tender conditions prevail.
251				<p>Bidder suggested addition:- Additional Support and Services</p> <p>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.</p>	Tender conditions prevail.
252				<p>Bidder suggested addition:- Travel and Related Expenses</p> <p>Should the assignment require any travel by any Bidder expert outside their respective base location(s), the BUYER will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.</p> <p>Cost Escalation</p> <p>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 BUYER, non-availability of facilities at the BUYER, increase in the scope of the agreed Change-Requirements or increase in the BUYER's Implementation support requirements etc., Bidder will bring this to the attention of the BUYER. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.</p>	Tender conditions prevail.
253				<p>Bidder suggested addition:- Non-employment</p> <p>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 herefrom.</p>	Tender conditions prevail.

254				<p>Bidder suggested addition:-</p> <p>General Indemnity</p> <p>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.</p> <p>Nonexclusively</p> <p>Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.</p>	Tender conditions prevail.
255				<p>Bidder suggested addition:-</p> <p>Independent Relationship</p> <p>This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.</p> <p>This Proposal together with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supercedes and cancels all previous negotiations thereof. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.</p>	Tender conditions prevail.
256				<p>Bidder suggested addition:-</p> <p>Tata Code of Conduct:</p> <p>The business activities of the Bidder are self-regulated by the "Tata Code of Conduct". The BUYER undertakes that it will endeavor to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counsellor or the CEO of Bidder. Bidder, in turn, undertakes that it will maintain confidentiality of all communications received.</p>	Tender conditions prevail.