

Reply to Pre-bid Queries

TENDER DOCUMENT NO.IGL/ET2/CP/CM17551

HIRING OF CLOUD SERVICES FOR IGL MOBILE APPS

SI No	RFP Clause	Description	Query	Revised Clause as per Query (Requested by Vendor)	IGL Response
1	INVITATION FOR BIDS (IFB) page 1	Bid submission due date and time : 16.06.2023 till 14:30 hrs IST	Bid submission due date and time : 16.06.2023 till 14:30 hrs IST	Request you to kindly extend the last date of bid submission by minimum 3 weeks. Suggested Date is 7 Jul 2023	Bd submission date is already extended upto 23.06.2023
2	BIDDER EVALUATION CRITERIA (BEC) page 9	7.1 (b)The bidder should have successfully executed at least 01 similar work order of hosting of mobile app/web app with CSP (i/e AWS/Azure/Google) of Rs 6.21 Lakh for preceding last 07 years.	7.1 (b)The bidder should have successfully executed at least 01 similar work order of hosting of mobile app/web app with CSP (i/e AWS/Azure/Google) of Rs 6.21 Lakh for preceding last 07 years.	Kindly modify the clause to allow Cloud credentials also in this criteria. Suggested Clause is " 7.1 (b)The bidder should have successfully executed at least 01 similar work order of hosting of mobile app/web app with CSP (i/e AWS/Azure/Google) or Cloud Services to any Entity of Rs 6.21 Lakh for preceding last 07 years."	Tender conditions prevails
3	BIDDER EVALUATION CRITERIA (BEC) , Page 9	7.1 (b)The bidder should have successfully executed at least 01 similar work order of hosting of mobile app/web app with CSP (i/e AWS/Azure/Google) of Rs 6.21 Lakh for preceding last 07 years.	7.1 (b)The bidder should have successfully executed at least 01 similar work order of hosting of mobile app/web app with CSP (i/e AWS/Azure/Google) of Rs 6.21 Lakh for preceding last 07 years.	Kindly confirm if Project Completion Certificate will suffice as relevant Experience Document for this project.	Relevant work order of said amount along with completion certificate is required
4	BIDDER EVALUATION CRITERIA (BEC), page 10	7.2 (c) Working Capital: The minimum working capital of the bidder as per audited financial statement for immediately preceding financial year shall be Rs. 2.48 Lakhs.	7.2 (c) Working Capital: The minimum working capital of the bidder as per audited financial statement for immediately preceding financial year shall be Rs. 2.48 Lakhs.	Kindly modify the clause to allow Solvency Certificate from Bank to be another option for this clause. Suggested Clause is " 7.2 (c) Working Capital: The minimum working capital of the bidder as per audited financial statement for immediately preceding financial year shall be Rs. 2.48 Lakhs. <u>OR Solvency Certificate worth minimum Rs 10 Crores from any scheduled bank.</u> "	Kindly submit Line of credit as per tender conditions

5	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC), page 24	FALL CLAUSE	FALL CLAUSE	Contract is not for supply of goods or material. Request deletion of the clause. Pricing of cloud services are depends on various parameters like terms and conditions of the contract, duration of the contract, specification, location, scope of services, service level agreed etc., hence pricing shall be dependant on the above parameters.	This clause is standard clause and part of GCC and cannot be deviated / removed. If virtue by nature of the contract this clause is not applicable than the same will not be inforced
6	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC), section 28.3 page 29	Except as provided under GCC Clause – “Force Majeure” or for the reasons solely attributable to the Purchaser, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of Price Reduction Schedule (PRS) unless an extension of time is agreed upon pursuant to above sub-clause (ii) without the application of PRS. PRICE REDUCTION SCHEDULE (PRS)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 “supply portion for the quantity” OR “the work portion that is delayed per complete week subject to	Except as provided under GCC Clause – “Force Majeure” or for the reasons solely attributable to the Purchaser, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of Price Reduction Schedule (PRS) unless an extension of time is agreed upon pursuant to above sub-clause (ii) without the application of PRS. PRICE REDUCTION SCHEDULE (PRS)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 “supply portion for the quantity” OR “the work portion” that is delayed per complete week subject to maximum of 5% (Five Per Cent) of the total contract value.	Supplier shall not be liable for any delay if the delay is attributable to i) events outside the Supplier's reasonable control, (ii) delay is attributable to the Customer. Kindly confirm.	Tender conditions prevails

7	Annexure – A NON DISCLOSUR AGREEMENT (NDA)	Annexure – A NON DISCLOSUR AGREEMENT (NDA)		Request a mutual Non disclosure agreement.	Tender conditions prevails
8	Inspections & Tests sectiokn 14.4	Inspections & Tests	IGL has demanded access to Drawings and Production data at Manufacturer/Sub Supplier level (HPE/Cisco)	This may not be in out control; OEMs will not agree– need to be removed.	No such clause in this RFC, might be this query mixed with other RFC clause.
9	SOW page 66,	DETAILS OF SCOPE OF WORK FOR CLOUD HOSTING	16 core CPU with around 96 GB (approx.) of RAM(Application and database)	Kindly confirm and clarify if there is specific requirement in terms of processor or bidder can propose Intel or AMD processors	there is no specific requirement of processor, bidder can propose best as per the IGL requirements.
10	SOW page 66,	DETAILS OF SCOPE OF WORK FOR CLOUD HOSTING	Security : Firewall, Antivirus, IPS/IDS	Kindly confirm is standard Native Services will suffice the requirement or in case there are any Technical Specifications to be complied by solution, kindly specify the same	IGL intend to fully protect all their applications hosted on the cloud provided by sucessful bidders. Bidders to provide the best solution to meet IGL requirements.
11	Page 66	DETAILS OF SCOPE OF WORK FOR CLOUD HOSTING	General	Kindly Specify current Egress which is happening with Infra	No such information available.
12	page 67	Scope of Work of cloud hosting services for IGL mobile applications	The bidder needs to carry out the capacity planning in advance, in consultation with IGL to identify & provision, where necessary, the additional capacity to meet the user growth and / or the peak load requirements to support the scalability and performance requirements of the solution.	Does application support horizontal scaling or only vertical scaling is required in case of increase in load growth. Also Specify if automatic scaling is required for this requirement	Horizontal and vertifical scaling is required in case of increase in load growth as we intent to go first time with hyperscalar for using scaling features in peak loads. Also automatic scaling is required for this requirement as when traffic spikes and use patterns demand.
13	PAGE 68	User Administration	Implement Identity and Access Management (IAM) that properly separates users by their identified roles and responsibilities, thereby establishing least privilege and ensuring that users have only the permissions necessary to perform their assigned tasks.	Kindly specify number of Users who will be accessing this environment	we have different access priviledge users for application, OS and db level.

14	page 68	Mandatory Network & Security Requirements:	DDoS Protection: Managed DDoS protection service that defends against most common, frequently occurring network and transport layer DDoS attacks that target web site or applications. It should provide comprehensive availability protection against all known infrastructure (Layer 3 and 4) attacks. Should provide always-on detection and automatic inline mitigations, minimize application downtime and latency	Kindly specify total number of IP's to be protected under this service	Clarification: average 2 Ips per application are avilable to maintain redundancy.
15	page 68	Mandatory Network & Security Requirements:	Virtual Private Cloud with Private Subnets and Built-in Firewalls to control how accessible the VMs are byconfiguring built-in firewall rules	Kindly specify total number of Subnets which needs to be created and managed	we intend to seprate the application and DB node for All IGL applicatons, minimim configuration for both app and DB is mentioned in technical specifications. We want different subnet for application and DB.
16	page 68	Mandatory Network & Security Requirements:	Continuously monitor for malicious or unauthorized behaviour to help you protect the workloads. It should monitor for activity such as unusual API calls or potentially unauthorized deployments that indicate a possible account compromise. The service should also detect potentially compromised instances or reconnaissance by attackers.	Kindly specify the volume of log data which is currently being generated by Applications. Also specify growth which is expected in coming years	average log generation is around 200-250 MB per application.
17	page 69	Security Administration	Properly implementing anti-malware and host-based intrusion detection systems on their instances, as well as any required network-based intrusion detection systems in accordance with IGL's policies.	Kindly share the details of the mentioned IGL policies	It will be shared with sucessfully bidders on boarded.
18	page 69	Monitoring Performance and Service Levels	Provide a tools for viewing/monitoring the availability of applications, measuring the service levels, application/Severs/Storage/Network performance and utilization report and track system usage though management console.	Please confirm if the monitoring tools is required to monitor Application performance and SLA's along with underlying IAAS services	Monitoring tools is required to view the server uptime, utilization and other performance measures, if required.

19	page 69	Support for third party audits and Compliance	Enable third party vulnerability assessment and penetration testing as on when required	Kindly confirm the Scope and Cost of third party VAPT tests are to included in this project or will be taken up separately by IGL. If it is to be done Bidder, kindly specify the frequency of these Tests	Bidder will arrange to VAPT on IGL cloud server on yearly basis.
20	page 69	Miscellaneous	Data Centre should have Centralized NMS (Network Management Systems) & 24*7*365 helpdesk.	Will the Bidder provide Support remotely or will Managed services resource is supposed to be stationed at the Customer premises?? If onsite manpower is required please confirm the mandatory number for reference	No onsite manpower is required at IGL.
21	page 69	Miscellaneous	Full backups of mobile apps shall be provided for every quarter to IGL for disaster management purpose or whenever required.	Kindly specify Backup policy to be followed for all IAAS services	Backup policy will be shared to successful bidders on boarded.
22	page 66	DETAILS OF SCOPE OF WORK FOR CLOUD HOSTING	General	Kindly Specify DR requirements for required IAAS services. Also specify total number and sizing of Environments which are required to be delivered for this project	DR service is not required.
23	page 66	DETAILS OF SCOPE OF WORK FOR CLOUD HOSTING	General	where is current application Hosted?	This information is not required to share due to IGL policy.
24	page 66	DETAILS OF SCOPE OF WORK FOR CLOUD HOSTING	General	How you are planning to migrate the application and data to cloud?	Data and application will be migrate from existng hosting service provider to sucessful new cloud provider with cordination of exsiting AMC and hosting providers.
25	page 66	DETAILS OF SCOPE OF WORK FOR CLOUD HOSTING	General	what are the application egress dependecies?	No such information available.
26	page 66	DETAILS OF SCOPE OF WORK FOR CLOUD HOSTING	General	who will be the application and database migration from existing environment to Public cloud?	AMC vendor will migrate the application and database form exisiting servers to new cloud server.
27	page 66	DETAILS OF SCOPE OF WORK FOR CLOUD HOSTING	General	what type of connectivity required for migrating the data from existing environemnt to Clodu environment?	Clarificaton Best possible sonnectivity will be required to meet the IGL requirements.

28	page 66	DETAILS OF SCOPE OF WORK FOR CLOUD HOSTING	General	who will fix the VA PT finding at application level?	Clarificaton: Application side issue will be mitigate by AMC vendor and server/infra related issue will be mitigate by cloud hosting vendor.
29	page 66	DETAILS OF SCOPE OF WORK FOR CLOUD HOSTING	General	who will the do the mobile app changes to test against the new infrastructure	Clarification: Mobile app changes done and tested by AMC vendor.
30	Page 67	Scope of Work of cloud hosting services for IGL mobile applications	The Database nodes (RDBMS) should be in a separate subnet with higher security layer.	In existing specification Database and application is hosted on same server. How we can devide the Resouces for app and DB?	Clarification: minimum resource for app and db is given specificaton. Bidder may split the resource further in app and db separately to meet the IGL requirement with coordiantion of AMC vendor
31	Page 67	Production Server for Meter Reading app	Operating System – Ubuntu 18.4 or above	Since Ubuntu 18.4 is alredy EOL if we propose the Higher version who will do the Application compability Check?	Clarification: This can be done by AMC vendor of the said application.
32	page 68	Mandatory Network & Security Requirements:	Data Encryption: Client Side and / or Server-Side Encryption as required.	Client side encryption is in scope of Application tea, how we can control that?	Calrification : server side encryption is handeled by cloud servcie provider.
33	Page 70	Miscellaneous	Provides network link, RPO, RTO and performance monitoring tool dashboard access to IGL for real time basis monitoring.	what is the expected RTO/RPO?	Clarification: Best possible RTO/RPO to meed the IGL requiremets to minimum loss of data.
34	Page 70	Miscellaneous	Successful Bidder to ensure that the cloud infrastructure for the application is deployed within 07 days of award of the contract.	Please provide the cloud Deployment architecture other wise it may take more time to design and the deployment architecture	Tender conditions prevails
35	Page 73	SCHEDULE OF RATES	Fully managed services for all IGL Mobile Apps	Please Confirm, this will include only the Mobile app cloud Infastrucre not the Mobile Client application	Clarification: This managed service will be applicable on cloud infastrucre and service required as metioned in the scope of work.
36	Page 8	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	CONFIDENTIALITY	Request Confidentiality clause is made mutual, wherein both parties confidential information is safeguarded.	Clarification: Non disclosure agreement is to be signed for safeguard of confidential information.

37	8.3	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	8.3 However, these obligations do not apply to documents for which it can be demonstrated that, (a) 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 (b) Such documents were already in its possession without having obtained them directly or indirectly from the other party, or (c) Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.	Request addition of the below point: d) if such document or information is required to be disclosed pursuant to nay court order or regulatory direction.	Tender conditions prevails
38	10	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	MODIFICATION IN CONTRACT	Modification in Contract shall only be valid is agreed and signed by both parties. Kindly confirm	Tender conditions prevails
39	12	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	PATENT RIGHTS	We submit that the Cloud Services or any other third party applications provided by Bidder shall be subject to the standard Terms and conditions of Service and end user licenses terms as applicable. The Patent rights if any offered by such third party providers/OEMs shall be applicable. Kindly confirm	Tender conditions prevails
40	16, 17, 18, 19	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)		Clauses are in relation of supply of good and material and may not be applicable for the cloud service contract here. Kindly confirm	This clause is standard clause and part of GCC and cannot be deviated / removed. If virtue by nature of the contract this clause is not applicable than the same will not be inforced
41	20, 21	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	GUARANTEE/ WARRANTY LATENT DEFECT	Clause not applicable, as the contract is not for supply of goods and material. Services shall be performed in accordance with SLA agreed	Tender conditions prevails

42	30 (a)(b)	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	<p>(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.</p> <p>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</p>	Request deletion.	Tender conditions prevails
43	31, 33	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	<p>OWNER MAY DETERMINE / TERMINATE CONTRACT</p> <p>31.1 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.</p> <p>TERMINATION FOR OWNER'S CONVENIENCE</p>	Request deletion.	Tender conditions prevails

44	35.4	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	35.4 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>In accordance with the Supreme Courts decision in Perkins Eastman Architects DPC & Anr. v. HSCC (India) Limited where the court took the view that in an arbitration agreement providing for adjudication by a sole arbitrator, the appointment of the sole arbitrator cannot be made unilaterally by one of the parties.</p> <p>We propose Arbitrator to be mutually appointed by both the Parties. we do not agree to selection of arbitrator from owner nominated panel.</p> <p>Request modification.</p>	Tender conditions prevails
45	36	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	<p>LIMITATION OF LIABILITY</p> <p>36.1 Except in cases of wilful negligence or wilful misconduct, and in the case of infringement, the Supplier 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 Supplier to pay Price Reduction to the Purchaser</p>	<p>As per section 73 of the Indian Contract Act, in no event shall either party be held liable for any indirect, consequential loss or damage.</p> <p>Request modification.</p>	Tender conditions prevails
46	43	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	TRANSFER OF TITLE	<p>Request the clause to be restricted to all transferable assets which are mentioned in the BOQ and the Proposal submitted, provided all payments in this regard are already paid to Bidder.</p>	Tender conditions prevails

47	44.2	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	44.2 In the event of the Owner putting in force the power vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the Work or any part thereof paying or allowing for the same in account at the Contract prices or in case of these not being applicable at current market prices to be certified by the Engineer-In-Charge may give notice in writing to the Contractor or his authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any such requisition, the Engineer-In-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects without any further notice as to the date, time or place of the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.	Not applicable. Request deletion	Tender conditions prevails
48	45	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	CHANGE IN CONSTITUTION 45.1 The prior approval, in writing, of the Owner shall be obtained before any change is made in the constitution of the contractor. If prior approval is not obtained, the Contract shall be deemed to have been allotted in contravention of Clause entitled "sub-letting of works" hereof and the same action may be taken and the same consequence shall ensue as provided in the said clause.	Given the organizational structuring of the Bidder, prior approval of the owner will be obtained if change in the constitution results in any material impact in the performance of the Service under the contract. Kindly confirm	Tender conditions prevails

49	46	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE 46.1 No Director, or Official or employee of the Owner shall in any way be personally bound or liable for the acts or obligations of the Owner under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.	Request clause to be made mutual	Tender conditions prevails
50	47	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	CONTRACTOR TO INDEMNIFY THE OWNER 47.1 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.	Performance indemnity obligation is not acceptable. We submit that the Indemnity obligations may be limited to the following: i) any breach of applicable laws of India, ii) Any damage to customer's tangible property, caused by the negligent act or omission of the Bidder iii) any death or injury caused due to negligent act or omission of the Bidder	Tender conditions prevails
51	47.1	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	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.	Complete waiver to owners liability is not agreeable. Contractor shall indemnify any death or injury or accident caused due to negligent act or omission of the Bidder. However if any accident/damage is attributable to the owner, the Owner shall be liable. Request confirmation	Tender conditions prevails
52	49	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	OWNER MAY DO PART OF WORK	Request deletion. Not applicable for the services hereunder.	Tender conditions prevails
53	50	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	POSSESSION PRIOR TO COMPLETION	Not applicable. Request deletion	Tender conditions prevails

54	51	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	DEFECTS IN WORK	Clause not applicable, as the contract is not for supply of goods and material. Services shall be performed in accordance with SIA agreed	Tender conditions prevails
55	52	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS	Clause not applicable, as the contract is not for supply of goods and material. Services shall be performed in accordance with SIA agreed	Tender conditions prevails
56	54, 55,56,57,58, 62	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	DEDUCTIONS FROM THE CONTRACT PRICEPACKING, FORWARDING AND SHIPMENT COMPLETION CERTIFICATE FINAL DECISION AND FINAL CERTIFICATE CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION THE ENGINEER-IN-CHARGE	not applicable	Tender conditions prevails
57	61, 64	SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)	COMPLIANCE OF LAWS LABOUR LAWS	No labour shall be deployed under the contract. And as such this clause is not applicable. Bidder shall at all times comply with all applicable laws	Tender conditions prevails

58	4	SECTION IV SPECIAL CONDITIONS OF CONTRACT (SCC)	<p>INTELLECTUAL PROPERTY</p> <p>4.1 Neither Owner/Consultant nor Contractor nor their personnel, agents nor any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the contract, Contractor shall immediately return to Owner/Consultant all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of Owner/Consultant or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.</p>	Request the clause to be made mutual, wherein both parties information is protected.	Tender conditions prevails
59	7	SECTION IV SPECIAL CONDITIONS OF CONTRACT (SCC)	PRICE REDUCTION SCHEDULE (PRS)	Supplier shall not be liable for any delay if the delay is attributable to i) events outside the Supplier's reasonable control, (ii) delay is attributable to the Customer. Kindly confirm.	Tender conditions prevails

60	8	SECTION IV SPECIAL CONDITIONS OF CONTRACT (SCC)	PENALTIES:	The exclusions to the default in SLA are not specified in the agreement. Request to add the following: (i) Any breach of SLA occurred de to force majeure event, (ii) accident, abuse or use inconsistent with End User Licence Agreement (EULA-Applicable for cloud services), (iii) any changes in configuration or specifications due to reasons attributable to the Customer, (iv) any non maintenance of SLA, due to reasons not attributable to the Bidder.	Tender conditions prevails
61	15	SECTION IV SPECIAL CONDITIONS OF CONTRACT (SCC)	TERMINATION FOR DEFAULT	Request deletion.	Tender conditions prevails

62	15	SECTION IV SPECIAL CONDITIONS OF CONTRACT (SCC)	<p>(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.</p> <p>(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</p>	Request deletion.	Tender conditions prevails
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63		SECTION IV SPECIAL CONDITIONS OF CONTRACT (SCC)	<p>Owner may do part of work: In case the contractor shall fail to comply with any instructions given in accordance with the provisions of contract, owner has the alternative right instead of assuming charge of entire work to place additional labour force, tools, equipment 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 a case the owner shall deduct from the amount which otherwise might become due to the contractor the cost of such work and material with 10% added to cover all departmental charges and should the total amount thereof exceed the amount due to the contractor, the contractor is contractually bound to pay the difference to the owner.</p>	Request deletion.	Tender conditions prevails
64		SECTION IV SPECIAL CONDITIONS OF CONTRACT (SCC)	<p>Replacement of defective parts and materials: Owner reserves right to make good, alter, reconstruct or remove such works as may be found to be defective or unsound or imperfect or inferior to the quality specified. The owner is required to give a notice to the contractor for 7 days to remove any defects or deficiencies, pointed out in the said notice and upon failure of the contractor to do so to proceed with the above mentioned remedies. In the event of the owner taking charge of repairs / replacements as aforesaid, the cost incurred thereon becomes recoverable from the contractor.</p>	Request deletion.	Tender conditions prevails

65	16.4	SECTION IV SPECIAL CONDITIONS OF CONTRACT (SCC)	<p>16.4 The Arbitral Tribunal shall comprise of a one (1) Arbitrator. The Arbitrator shall be nominated by Supplier / Contractor / Service Provider from a list provided by IGL of three (3) persons from its panel of arbitrators. Depending on the nature of the claim or dispute, the list of persons from IGL shall comprise of persons with the requisite technical expertise and relevant experience.</p> <p>16.5 Supplier / Contractor / Service Provider waives any and all of its objections to the said persons being former employees of IGL or of any other public sector entity or with regard to such persons holding shares in the Company.</p> <p>16.6 If Supplier / Contractor / Service Provider fails to nominate the Sole Arbitrator within a period of fifteen (15) days from receipt of such list of persons by IGL, then it shall be construed to be a waiver in respect of the said persons on part of Supplier / Contractor / Service Provider and IGL shall be free to nominate one (1) of the persons from the said list to be the Sole Arbitrator.</p>	<p>In accordance with the Supreme Courts decision in Perkins Eastman Architects DPC & Anr. v. HSCC (India) Limited where the court took the view that in an arbitration agreement providing for adjudication by a sole arbitrator, the appointment of the sole arbitrator cannot be made unilaterally by one of the parties.</p> <p>We propose Arbitrator to be mutually appointed by both the Parties. we do not agree to selection of arbitrator from owner nominated panel. Request modification.</p>	tender conditions prevails
66	19	SECTION IV SPECIAL CONDITIONS OF CONTRACT (SCC)	TERMINATION AND FAILURE CLAUSE	Request deletion.	Tender conditions prevails
67	6.1	Section IV: Contract PBG	CPBG @ 2.5% of total contract value (incl. of all taxes) initially and 7.5% of individual release/purchase order value (inclusive of all taxes)	Need clarity on where 7.5% PBG is applicable?	Initially 2.5% of contract value CPBG is required thereafter 7.5% of individual PO will be required as and when issue Tender condition prevails

68	25.2		Period of Validity of Bids states - A Bidder granting the request for extension of its bid validity will not be required nor permitted to modify its bid.	We request below exceptions clearly called out or mention - basis the request from Purchaser and Responses thereto and agreed at the time of extension of the period of validity. This could be detrimental if – i. <input type="checkbox"/> some other bidder is allowed to enter ii. <input type="checkbox"/> change in Tender document (refer clause 18)	tender conditions prevails
69	37.1	Clause 37.1 b)	in case of summation error in summary viz a-viz sum of individual schedules – higher of the two will be considered for evaluation and lower of the two will be taken for the award if selected Here the customer is willing to take unfair advantage of any error on the part of bidder	Please give an opportunity to correct the error as it is discovered at the correction stage like in case of Clause 37.1 a).	Tender conditions prevails
70	43.1/ 50.3		Tendered quantities shall be considered for evaluation purpose only.	We will need a view of Actual requirement in order to make a projected TCV/P&L to make a Go-No Go decision from Commercial point of view	Tender conditions prevails
71	22.3	Payment term	Clause 22.3 (f) states no Interest charges for delay in payments, if any, shall be payable by Purchaser.	Payment term is 45 days after the receipt of all relevant documents. If we have fulfilled this condition there should be an interest on delayed payments beyond 45 days.	Tender conditions prevails
72	11	EMD- IFSC	EMD- IFSC	Please suggest which IFSC code we can use, either INDB0000005 or ICIC0000007, against bank guarantee (EMD) for SFMS confirmation	Please use ICIC0000007

73	11	EMD- Bid Validity	EMD- Bid Validity	As per page 11, it is mentioned that bid security in the form of Bank Guarantee shall be valid for sixty (60) days beyond the validity of the bid i.e. 150 days from scheduled date of bid submission. However, the bid validity is 90 days. So, please rectify the bid validity in the EMD section, i.e., 90 days instead of 150 days.	Tender conditions prevails
74	68	Vendor will do the resizing for all the IGL mobile application to be hosted oncloud as per the cloud infrastructure proposed to achieve high availability and performance of the Application with the help and coordination of AMC vendor	Vendor will do the resizing for all the IGL mobile application to be hosted oncloud as per the cloud infrastructure proposed to achieve high availability and performance of the Application with the help and coordination of AMC vendor	Please help us with the current sizing of the entire infrastructure including network utilization, hardware utilization, concurrent users, peak no. of users, peak utilizations, and YoY growth	Clarification: Total no of specification required for both applciation and database server is given in SOW, it may be further assigned/ split with discussion of application maintenance vendor at the time of migration.
75	68	DDoS Protection > (b)	DDoS Protection > (b)	Is advance Anti DDoS protection required?	Clarification: IGL intend to fully protect all their applications hosted on the cloud provided from DDOS attack. The proposed solution should meet the IGL requirement
76	69	Conducting regural vulnerability scanning and penetration testing of the systems as mandated by IGL's policies	Conducting regural vulnerability scanning and penetration testing of the systems as mandated by IGL's policies	Please help us with the VAPT frequency and policies	Clarification: frequency of VAPT is yearly.
77	69	Enable third party vulnerability assessment and penetration testing as and when required	Enable third party vulnerability assessment and penetration testing as and when required	Is the bidder expected to conduct these audits?	Clarification: bidder will conduct these assessments on yearly basis.
78	69	Vendor should ensure that IGL infrastructure should be provided with assured security with all latest feature/appliances with firewalling, content filtering, and intrusion prevention	Vendor should ensure that IGL infrastructure should be provided with assured security with all latest feature/appliances with firewalling, content filtering, and intrusion prevention	Please specify which security components are needed out of these options as each solution will have a technical repercussion of its own	Clarification: Vendor should ensure that IGL infrastructure should be protected agaisnt external threats so solution given should meet the IGL requirements.
79	69	Full Backups of mobile apps shall be provided for every quarter to IGL for disaster management purposes or whenever required	Full Backups of mobile apps shall be provided for every quarter to IGL for disaster management purposes or whenever required	Are these Backups required to be exported On-Premise?	Clarification: Backup shall be provided on external storage i.e. DVD, USB drive etc, if required.

80	70	Regular Backup of Servers as per the Backup and restoration policies stated by IGL from time to time	Regular Backup of Servers as per the Backup and restoration policies stated by IGL from time to time	Please specify the Backup Policy, retention policy, and rate of change per day/month	Clarification: Backup policy, retention policy will be shared to successful bidders on boarded.
81		Additional query	Additional query	Is DR also required for the solution? If yes, please specify the RPO and RTO	Clarification: DR service is not required.
82	Page 69	Scope of work	Bidder should host the applications in secure Virtual Private Cloud infrastructure facility in a reputed Cloud Service Provider (CSP) i.e. AWS/Azure/Google. from “leaders” quadrant of Gartner’s MQ.	As a Meity-empanelled Cloud Service Provider we can fulfil the respective Scope of Work which is mentioned in Tender.	Clarification: hosting service is required in the CSP as mentioned in the SOW however bidder can show the work experience of MEITY emapanalled cloud.
83	Page no. 69 under clause IX	scope of work	Bidder should host the applications in secure Virtual Private Cloud infrastructure facility in a reputed Cloud Service Provider (CSP) i.e. AWS/Azure/Google. from “leaders” quadrant of Gartner’s MQ.	As per GOI guidelines we are MEITY empaneled Register Cloud Services provider & GOI doesn’t asked for any Gartner Magic Quadrant (Ref:- Letter DO No. 10(13)/2022-EG-II Dated:25th August 2022) Copy is attached for your reference	Clarification: hosting service is required in the CSP as mentioned in the SOW however bidder can show the work experience of MEITY emapanalled cloud.
84	Page no. 66	scope of work	Hosting Service for Fire & Safety app Production Server 16 core CPU with around 96 GB (approx.) of RAM(Application and database)	Are you referring to 16 vCPU here?	Clarification: this is the total vcpu required for application and database server. It may be assigned/split with the discussion of application maintenance vendor at the time of migration
85			Hosting Service for Fire & Safety app Database – SQL Server 2019 or above	Hosting Service for Fire & Safety app Database – SQL Server 2019 or above	Clarification: Minimum SQL server 2019 is required.
86	Page no. 66	scope of work	Hosting Service for Fire & Safety app Https certificate will be required for secure communication.(public SSL certificate shall be required of 4096 bit encryption	Do you need basic SSL or wild card SSL?	Clarification: There is no restriction form IGL on this.

87	Page no. 66	scope of work	<p>Hosting Service for Fire & Safety app</p> <p>Production Server · 16 core CPU with around 96 GB (approx.) of RAM(Application and database)</p>	Do you need single server on which application & DB both will be deployed? Pls confirm	Clarification: Application and db server required separate for each applications ,the total technical specification required for application and database server is mentioned in the SOW. It may be assigned/split with the discussion of application maintenance vendor at the time of migration.
88	page 67	scope of work	<p>Production Server for IGLConnect app</p> <p>Minimum 16 core CPU of 3.0 GHz with 96 GB (approx.) of RAM(Application and database)</p> <p>?</p>	<p>Are you referring to 16 vCPU here?</p> <p>Do you need single server on which application & DB both will be deployed?</p> <p>?</p>	Clarification: this is the total vcpu required for application and database server. It may be assigned/split with the discussion of application maintenance vendor at the time of migration
89	page 67	scope of work	<p>Production Server for IGLConnect app</p> <p>Database – MySQL latest version</p>	Is it MySQL Community Edition? Pls Confirm	Clarification : MySQL community edition later version is required.
90	Page no. 67	scope of work	<p>Production Server for IGLConnect app</p> <p>Https certificate will be required for secure communication.(public SSL certificate shall be required of 4096 bit encryption)</p>	<p>Do you need basic SSL or wild card SSL?</p> <p>?</p>	Clarification: There is no restriction form IGL on this.
91	Page no. 67	scope of work	<p>Production Server for Meter Reading app</p> <p>Minimum 16 core CPU of 2.5GHz with 96 GB (approx.) of RAM(Application and database)</p>	<p>Are you referring to 16 vCPU here?</p> <p>?</p>	Clarification: this is the total vcpu required for application and database server. It may be assigned/split with the discussion of application maintenance vendor at the time of migration
92	Page no. 67	scope of work	<p>Production Server for Meter Reading app</p> <p>Database – MySQL latest version</p> <p>?</p>	<p>Is it MySQL Community Edition? Pls Confirm</p> <p>?</p>	Clarification : MySQL community edition later version is required.

93	Page no. 67	scope of work	Production Server for Meter Reading app Https certificate will be required for secure communication.(public SSL certificate shall be required of 4096 bit encryption	Do you need basic SSL or wild card SSL? <input type="checkbox"/>	Clarification: There is no restriction form IGL on this.
94	Page no. 67	scope of work	The Database nodes (RDBMS) should be in a separate subnet with higher security layer. <input type="checkbox"/>	Do you need separate DB Server for each application ? If yes, pls specify required server sizing separately for application server and DB server ?	Clarification: separate server is required for application and database server. Total technical specification is metnioned in the SOW which may be assigned/split with the discussion of application maintenance vendor at the time of migration.
95	Page no. 69 under clause IX	scope of work	Provides network link, RPO, RTO and performance monitoring tool dashboard access to IGL for real time basis monitoring. <input type="checkbox"/>	What is RPO and RTO requirements ?	Clarification: the best is required to meet the IGL with minimum data loss.
96	Page 8 clause 7.1 (b)	Scope of work	The bidder should have successfully executed at least 01 similar work order of hosting of mobile app/web app with CSP (i/e AWS/Azure/Google) of Rs 6.21 Lakh for preceding last 07 years.	We request to you please also allow the MEITY Empanelled CSP.	Clarification: hosting service is required in the CSP as mentioned in the SOW however bidder can show the work experience of MEITY emapanalled cloud.
97	page 68	SECTION V SCOPE OF WORK	Bidder should offer cloud services from major hyper scaler from "leaders" quadrants of Gartner's MQ and must ensure that IGL data resides only in India data centre	We would want to highlight your attention towards the notification dated 08-09-22 by MeITY declaring conditions around Gartner Magic Quadrant in Eligibility criteria as restrictive & prohibitive.	Clarification: hosting service is required in the CSP as mentioned in the SOW however bidder can show the work experience of MEITY emapanalled cloud.
98	page 64	SECTION V SCOPE OF WORK	MySQL 5.7, Tomcat 8.5, Iconic v-3.9.2, Ubuntu 18.04	Current application is running on older versions of the software stack Kindly confirm the below points 01. Are these software on active support from the respective OEMs? 02. is there any plan to upgrade the software stack? 03. If yes, pleas mention who will perform the upgrade activity.	Clarification : Latest version is reuquired for servers, upgrade will be done by application support vendor.

99			General	Please specify whether Application is tier 2 or tier architecture	Clarification: currently both app and db are on same machine, but now required to separate servers for both applicaton and db for each applications.
100			General	please specify Processor requirement like-intel or AMD	Clarification: There is no restriction on this but it should be the best as per IGL requirements.
101			General	Please specify the Storage IOPS requirement	Clarification: the best possible is required to meet the IGL requirements
102			General	Please specify backup policy and retention policy	Clarification: Backup and retention policy will be shared to sucessful bidder at the time of migraton.
103			General	Is there any requirement of DR. If yes, please specify RTO, RPO, data change rate etc	Clarification: DR is not required
104			General	Please specify whether the User/traffic/cloud resources growth considered year on year in the sizing mentioned in SOW	Clarification: it should be considered and both horizontal and vertical scalaling is required as metioned in SOW.
105			General	Please specify the environment details apart from production like Development, Test, QA etc.	Clarificaton: Only Production server is required Development server aready at IGL DC.
106			General	Please specify current database size	Clarification: total db and stoarage size is mentioned in the technical specs.
107				please specify incremental data or data change rate	Clarification: this is not fixed, is depends upon the users increases.
108				Please specify the CPU mentioned in Sow are virtual or physical	Clarification: There is no restriction on this but it should be the best as per IGL requirements.
109				DC and DR must be operational from at least 2 years	Clarification: DR is not required
110				DC and DR must be 500 km apart and should be in different seismic zone	clarification: DR is not required.DC should be located such as it given minimum latency.

111	page 56	scope of work	Mobile applications shall be up and running 24x7 & shall meet 99.9 % uptime on a monthly basis for each application.	The RFP mentions the requirement of only Uptime SLA in the SLA section. However, we would want to draw your attention to the fact that it is not enough for your IaaS resources to be merely accessible (Uptime). At the same time, it is important that the services procured should consistently perform the way you expect them to. We also understand that since the application is being used by citizens 24*7, it is expected that the portal is not only stable and available all the time, but also should be able to perform without latency and with high performance. In this regard, we would request you to also consider adding the requirement for " CSP to commit 99.9% SLA on the performance of the services offered"	Clarification: penalty of uptime is mentioned in the SOW for different level of uptime of applications. For delay in services there is already penalty is mentioned with different severity.
112		Bid submission date	General	Bid submission date at least for 02 weeks from the last date of submission.	Clarification: Bid submission date is already extended upto 23.06.2023
113	SOW IX Miscellaneous, Page 69	Scope of work	Bidder should host the applications in secure Virtual Private Cloud infrastructure facility in a reputed Cloud Service Provider (CSP) i.e. AWS/Azure/Google. from "leaders" quadrant of Gartner's MQ.	As a Meity-empanelled Cloud Service Provider we can fulfil the respective Scope of Work which is mentioned in Tender. PFA certification and empanelment letter for the same. As a result, I'd like to request you to allow us in order to participate in tender.	Clarification: hosting service is required in the CSP as mentioned in the SOW however bidder can show the work experience of MEITY empanelled cloud.