

**Queries raised through email after the pre-bid meeting held on 19.04.2023 for Procurement of Service Provider (SP) for Providing Cloud hosting Space & Managed Services and Operations & Maintenance Support**

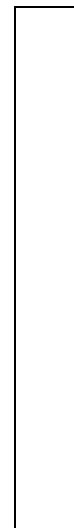
| S. No | Section  | RFP Clause No.   | Page No. | RFP Description   | Clarification required  | Response of DPC  | Name of Agency              |
|-------|--|--|----------|---|---|--|-----------------------------|
| 1     | Technical Specifications   | General  | 3        | Virtual Machine (Compute) - Virtual Private Cloud (VPC);<br>Microsoft Windows Server; 64; 32; 1;2; Database;<br>Primary DC; 500 ( 1 ) | Should we take into account the virtual machines (VMs) listed in the Bid document alone, or do we also need to consider the VMs listed in 1681459897? Alternatively, do we need to consider all the VMs listed in both documents?   | Application Server: Production Server and UAT Server<br>Database Server: Production Server and UAT Server  | Web works Pvt Ltd           |
| 2     | 1681459897 (Web Application Cloud Server Configuration Requirement (For Production & Testing)) | A  | 2&3      | Backup  | Please confirm the location of the 7TB data mentioned in the RFP for backup, and also provide information regarding the size of the incremental data and the type of data that needs to be backed up (Word, excel & ETC.  | This Point's Details is Mentioned in Design and Diagram related to System Architecture Click on 1681459897.pdf in Gem Document<br><br>In DB Server - 2 TB for Database Backup<br>In Application Server - 5 TB.<br>Yes It is incremental data | Web works Pvt Ltd           |
| 3     | 1681459897 (Web Application Cloud Server Configuration Requirement (For Production & Testing)) | A  | 3        | MS SQL  | Kindly confirm wether Web or standard edition is required   | In Page 3 Clear Mention in System Software / DB SQL Server Section is Standard   | Web works Pvt Ltd           |
| 4     | 1681459897 (Web Application Cloud Server Configuration Requirement (For Production & Testing)) | A  | 2        | SAP Crystal Reports   | Please confirm whether the application requires the CSP to provide the license or if the client will be procuring the license themselves.   | Yes, SAP Crystal Reports are Required. Bidder has to procure license   | Web works Pvt Ltd           |
| 5     | Web Application Cloud Server Configuration Requirement   | For production and testing Backup storage 5 TB (weekly backup) | 2        |   | Kindly confirm about the mentioned Backup space of 5 TB is it required for the contract period or it will increase weekly 5 TB. Please Clarify.kindly confirm Backup retention Policy   | For Contract Period  | ESDS Software Solution Ltd. |
| 6     | Web Application Cloud Server Configuration Requirement   | 3rd party application  | 2        |   | Request you to add the 3rd party software installation part under the Application vendor's or Client's scope. Application vendor has better idea of installation requirement and integrity of his application. As a CSP we can provide Back end infra where you can install your application.   | SAP Crystal Report Version SP32 64 Bit (Developer Edition) with License, if addition future required we will let you know because we are in development phase  | ESDS Software Solution Ltd. |
| 7     | Web Application Cloud Server Configuration Requirement   | Server : Production and UAT                                    | 2        |   | As you have considered the configuration for production and testing environments and for that you required 2 Vms as per standard practice. Therefore please confirm if we should consider 2 servers with same configuration and bifurcate them as production and UAT. (kindly confirm if same sizing of production infra required for testing environment ) | Only Production  | ESDS Software Solution Ltd. |
| 8     | Web Application Cloud Server Configuration Requirement   | Reporting tool :SAP Crystal report                             | 2        |   | As per bidder understanding , SAP crystal report part will be taken care by Application vendor / Client.  | Yes  | ESDS Software Solution Ltd. |
| 9     | DB Server Configuration Requirement (For Production & Testing)                                 | DB Server  |          |   | kindly confirm the MS SQL Server Edition.   | 2019   | ESDS Software Solution Ltd. |
| 10    | DB Server Configuration Requirement (For Production & Testing)                                 | For production and testing Backup storage 5 TB (weekly backup) |          |   | Please share daily incremental backup as well as the number and size of the databases   | Not Sure now.  | ESDS Software Solution Ltd. |
| 11    | DB Server Configuration Requirement (For Production & Testing)                                 | Backup scheduler (Daily backup)                                | 3        |   | To schedule daily backup, we need exact size and number of websites hosted on this server hence kindly provide necessary details for this clause  | As per RFP.  | ESDS Software Solution Ltd. |
| 12    | DB Server Configuration Requirement (For Production & Testing)                                 | Server : Production and UAT                                    | 3        |   | As per RFP the line item mentioned as single entity but as per the clause it seems there are two DB servers with same configuration , one is for Production and another is for UAT. Please clarify  | Only Production  | ESDS Software Solution Ltd. |
| 13    | B. TENDER INFORMATION  | Performance Security   | 4        |   | As per Tender document in Tender Information document PBG is mentioned as 3%, however as per GEM Bid document PBG is mentioned as 2%. Kindly clarify the PBG percentage.  | 2% PBG may be accepted.  | ESDS Software Solution Ltd. |
| 14    | C. Eligibility Criteria  | Pre-Qualification/ Eligibility criteria                        | 5        |   | In Eligibility Criteria only documents required for qualification are mentioned, however the criteria for which documents are required is missing. Kindly provide the criteria.   | May kindly refer the Corrigendum issued dated 26.04.2023 at <a href="https://chemicals.gov.in/index.php/tenders">Link https://chemicals.gov.in/index.php/tenders</a> .   | ESDS Software Solution Ltd. |

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| 15    | General queries      | Mile stone : Migration of data (T2+2 working days) | 6        |   | Based on this clause , we understand that there would be one current csp or on premise environment from where we need to migrate the data hence request you to share current hosting location or csp as well as the IT land scape so that we can consider resources for migration.Also , please note that the time required for migration will be based on the size of the data and link suggested hence it should be flexible instead of T2+2 working days and needed to be set on mutual understanding. | As per RFP.   | ESDS Software Solution Ltd. |
| 16    | General queries      | Internet bandwidth                                 | 6        |   | There are no details of bandwidth requirement, current bandwidth and its type, therefore request you to share those details.  | Unlimited Bandwidth   | ESDS Software Solution Ltd. |
| 17    | General queries      | Application landscape                              | -        |   | kindly share the existing application landscape for data Migration  | Migration is not scope of the cloud service provider  | ESDS Software Solution Ltd. |
| 18    | General queries      | Control panel                                      | -        |   | Kindly confirm any Control panel used in existing envionment  | New Software  | ESDS Software Solution Ltd. |
| 19    | General queries      | Data to be migrated                                | -        |   | Kindly confirm total data size needs to be migrated so bidder will difne best migration statargy for the same.  | we will deploy first time   | ESDS Software Solution Ltd. |
| 20    | General queries      | Incremental data size                              | -        |   | Also confirn the daily incremetal data size   | Not Sure now.   | ESDS Software Solution Ltd. |
| 21    | General queries      | Virtual Private Cloud (VPC)                        | -        |   | As this is Government entity, as per Meity guidelines all gov. entities should be hosted on government community cloud hence request you to change the name in GEM document from VPC to GCC   | It may be accepted  | ESDS Software Solution Ltd. |
| 22    |                      | Technical Specifications                           | 3        |   | Please confirm how many total servers are required.   | Application Server:<br>Production Server and UAT Server<br><br>Database Server:<br>Production Server and UAT Server   | Cloudstrats                 |
| 23    |                      | Technical Specifications                           | 3        |   | Please confirm vCPU core  | Core 16   | Cloudstrats                 |
| 24    |                      | Technical Specifications                           | 3        |   | In System software: Please confirm SQL Server version   | MS SQL 2019 standard or above   | Cloudstrats                 |
| 25    | RFP                  | General  | 1        | Last date of submission of Bid: 24.04.23  | We request you to extend the bid submission date by 2 weeks   | It has already been extended upto 27.04.2023  | Jio Platforms Limited       |
| 26    | Tender Information   | B  | 4        | Non-refundable amounting to Rs.10000/- in form of Demand Draft (DD) from a Nationalized/Scheduled Bank Drawn in favor of 'PAO, Department of Chemicals and Petrochemicals, New Delhi'.  | We are exempted from EMD payment on GeM as per General Terms & conditions as we have turnover of more than INR 500 Crore. Kindly confirm GeM T&C will be applicable for this tender   | As per RFP.   | Jio Platforms Limited       |
| 27    | Eligibility Criteria | C  | 5        | A self-undertaking in this respect.   | This statement is mentioned at 3 points on document list without any reference to specific term. Request you to share the revised list of prequalification document to be submitted   | May kindly refer the Corrigendum issued dated 26.04.2023 at <a href="https://chemicals.gov.in/index.php/tenders">Link</a> <a href="https://chemicals.gov.in/index.php/tenders">https://chemicals.gov.in/index.php/tenders</a> . | Jio Platforms Limited       |
| 28    | Eligibility Criteria | C  | 5        | Documentary proof need to be submitted.   | This statement is mentioned at 3 points on document list without any reference to specific term. Request you to share the revised list of prequalification document to be submitted   | May kindly refer the Corrigendum issued dated 26.04.2023 at <a href="https://chemicals.gov.in/index.php/tenders">Link</a> <a href="https://chemicals.gov.in/index.php/tenders">https://chemicals.gov.in/index.php/tenders</a> . | Jio Platforms Limited       |
| 29    | GeM Document         | General  | 3        | The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company | We request you to share the estimated value of the project to arrive at the value of PO & supporting to be submitted  | It is System Generated on the GeM portal.   | Jio Platforms Limited       |
| 30    | Delivery Timelines   | D  | 6        | Supply & Installation & Commissioning - within 2 days from Award<br>Training and Joint Acceptance Testing of setup - Within 3 days from I & C<br>Migration of data - within 2 days from JAT<br>Comprehensive Warranty Maintenance/Support - 3 years   | We request you to provide the time of 30 days for the supply & installation & commissioning of equipments   | As per RFP.   | Jio Platforms Limited       |

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| 31    | Guidelines on Master Service Agreement for procuring Cloud Services | 1.13.1         | 21       | 1.13.1. For Material Breach<br>a) In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the Purchaser or Managed Service Provider, as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective: | We request you to provide 30 Days cure period to meet the obligation set out in this agreement   | As per RFP.            | Jio Platforms Limited |
| 32    | Guidelines on Master Service Agreement for procuring Cloud Services | 1.12.1 (b)     | 21       | b) In the event, the Purchaser terminates the Agreement in whole or in part, the Purchaser may procure, upon such terms and conditions as it deems appropriate, services similar to those undelivered, and the Managed Service Provider shall be liable to the Purchaser for any excess costs for such similar services where such excess costs shall not exceed 10% of the value of the undelivered services. However, the Managed Service Provider shall continue to work with the Purchaser to the extent not terminated. On termination, the exit management and transition provisions as per the Agreement will come into effect.                                 | Request deletion of risk purchase clause.  | As per RFP.            | Jio Platforms Limited |
| 33    | Guidelines on Master Service Agreement for procuring Cloud Services | 1.13.2(a)      | 22       | 1.13.2.Termination for Convenience<br>a) The Purchaser may at any time terminate the Contract for any reason by giving the Managed Service Provider a notice of termination that refers to this clause.  | Termination for convenience is not accepted as the bidder will incur capex in executing the contract which need to be recovered. Else exit charges shall be applicable   | As per RFP.            | Jio Platforms Limited |
| 34    | Guidelines on Master Service Agreement for procuring Cloud Services | d              | 22       | d) in addition, the Managed Service Provider shall:<br>(i) deliver to the Purchaser the parts of the system/application/solution executed by the Managed Service Provider up to the date of termination;<br>(ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Managed Service Provider to the system/subsystem/application/solution/, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts, if any, concluded between the Managed Service Provider and its Subcontractors;   | As we understand this clause may not be applicable, since the Bidder may not be developing or creating any solution exclusively for customer. Kindly consider the clause as not applicable.  | May be Accepted        | Jio Platforms Limited |
| 35    | Guidelines on Master Service Agreement for procuring Cloud Services | 1.14 (b)       | 23       | 1.14. Indemnification & Limitation of Liability<br>b) If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.  | 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 IP indemnity if any offered by such third party providers/OEMs shall be applicable.<br>The indemnity referred in the RFP may be restricted to any services which are being independently provided by the Bidder | Subletting not allowed | Jio Platforms Limited |

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| 36    | Guidelines on Master Service Agreement for procuring Cloud Services | 1.15           | 25       | (ix) For the avoidance of doubt, it is expressly clarified that the failure on the part of the selected Managed Service Provider under this Agreement or the service levels to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the service levels against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Managed Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).  | While we make best effort to comply with the requirements, the contingency planning, backup and other data safeguards and implementation would depend upon changes in external environment, access to relevant systems which cannot be foreseen or which are beyond the reasonable control of the Bidder. | As per RFP.      | Jio Platforms Limited |
| 37    | Guidelines on Master Service Agreement for procuring Cloud Services | 1.17.3         | 29       | 1.17.3. Confidentiality  | Request customer to make the confidentiality obligation mutual, wherein both parties confidential information is safeguarded.   | May be Accepted. | Jio Platforms Limited |
| 38    | Guidelines on Master Service Agreement for procuring Cloud Services | 1.17.3. (vii)  | 29       | (vii) The Managed Service Provider shall ensure that all its employees, agents and sub-contractors involved in the Project, execute individual non-disclosure agreements, which have been duly approved by the Purchaser with respect to this Project. The Managed Service Provider may submit a declaration that it has obtained the NDA from its employees. However, if the project is critical in nature, Managed Service Provider may get NDAs signed from every resource involved in the project and submit it to Purchaser (Optional).   | Request the following modification:<br>The Managed Service Provider shall ensure it has executed non disclosure agreement, no less onerous than the terms mentioned herein, with all its employees/subcontractors involved in this Project.   | It is optional.  | Jio Platforms Limited |
| 39    | Guidelines on Master Service Agreement for procuring Cloud Services | 1.18           | 31       | 1.18. Audit, Access and Reporting CSPs offer a variety of Cloud Services. However, all Cloud Services have not been empaneled with MeitY. Those Cloud Services which have been empaneled with MeitY have been audit by STQC against a set of audit vriteria prepared by it, which are drawn from the CSPs Empanelment RFP and include technical, security and legal requirements, among others.<br>(i) The Managed Service Provider shall ensure that the underlying CSP's service offerings comply with the audit requirements specified by MeitY/STQC through the CSPs Empanelment RFP or any other mechanism.<br>(ii) The Purchaser or its nominated agency shall have the right to audit and inspect Managed Service Provider, agents and third party facilities, data centres, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:<br>a. The security, integrity and availability of all data processed, held or conveyed by the Managed Service Provider on behalf of the Purchaser and documentation related thereto;<br>b. That the actual level of performance of the services is the same as specified in the SLA;<br>c. That the Managed Service Provider has complied with the relevant technical standards and has adequate | we hope this clause will be restricted to the scope of services being offered to Customers and shall not cover or touch up on any matters related to other subscribers of Cloud Service of the Bidder.  | Yes.             | Jio Platforms Limited |

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| 40    | Guidelines on Master Service Agreement for procuring Cloud Services | 1.19 (a) (e)   | 31       | <p>1.19. Intellectual Property Rights</p> <p>a) The Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have solely arisen out of or have been developed solely during execution of this Agreement, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Managed Service Provider solely during the performance of the Services. The Managed Service Provider undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.</p> <p>e) The ownership of all IPR rights in any and all documents, artefacts, etc. (including all training materials) made during the Term for implementation of the Project under this Agreement will lie with Purchaser.</p> | As we understand this clause may not be applicable, since the Bidder may not be developing or creating any IP exclusively for customer. Kindly consider the clause as not applicable.   | Yes, this is not applicable for this tender.   | Jio Platforms Limited |
| 41    | Guidelines on Master Service Agreement for procuring Cloud Services | 1.19 (b)       | 31       | <p>b) Further, the Managed Service Provider shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the Deliverables, applications, services, etc. provided by the Managed Service Provider under this Agreement shall be acquired in the name of the Purchaser, prior to termination of this Agreement and which shall be assigned by the Purchaser to the Managed Service Provider for the purpose of execution of any of its obligations under the terms of this Agreement. However, subsequent to the term of this Agreement, such approvals, etc., shall endure to the exclusive benefit of the Purchaser.</p>   | 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   | Only MeitY empanelled agencies may apply for this Tender/ Bid as per their Guidelines. | Jio Platforms Limited |
| 42    | Guidelines on Master Service Agreement for procuring Cloud Services | 1.2            | 32       | <p>1.20. Liquidated Damages</p> <p>Time is the essence of the Agreement and the delivery dates are binding on the Managed Service Provider. In the event of delay or any gross negligence in implementation of the Project, for causes solely attributable to the Selected Managed Service Provider, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the Managed Service Provider as agreed, liquidated damages, a sum of &lt;0.5%&gt; of the value of the deliverable which suffered delay or gross negligence for each completed week or part thereof subject to a limit of &lt;10%&gt; of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Purchaser under the contract and law. Once the maximum deduction is reached, the Purchaser may consider termination of the Contract.</p>   | Request to consider the following as exclusion from the Liquidated Damages obligation:<br>(i) any changes in configuration or specifications due to reasons attributable to the Customer, (ii) due to reasons not attributable to the Bidder. | As per RFP.  | Jio Platforms Limited |



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| 43    | Guidelines on Master Service Agreement for procuring Cloud Services | 1.19 (a) (e )  | 31       | 1.19. Intellectual Property Rights<br>a) The Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have solely arisen out of or have been developed solely during execution of this Agreement, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Managed Service Provider solely during the performance of the Services. The Managed Service Provider undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.<br>e) The ownership of all IPR rights in any and all documents, artefacts, etc. (including all training materials) made during the Term for implementation of the Project under this Agreement will lie with Purchaser. | As we understand this clause may not be applicable, since the Bidder may not be developing or creating any IP exclusively for customer. Kindly consider the clause as not applicable.   | Yes, this is not applicable for this tender. | Jio Platforms Limited |
| 44    | Guidelines on Master Service Agreement for procuring Cloud Services | 1.24           | 34       | 1.24. Service Level Agreement   | i.Any breach of SLA occurred due 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 | As per RFP.                                  | Jio Platforms Limited |
| 45    | Guidelines on Master Service Agreement for procuring Cloud Services | 1.31           |          | 1.31. Data Ownership<br>All the data created as the part of the project shall be owned by Purchaser without any exceptions.   | As we understand this clause may not be applicable, since the Bidder may not be developing or creating any data for customer.   | It may be accepted.                          | Jio Platforms Limited |
| 46    | Guidelines on Master Service Agreement for procuring Cloud Services | NA             | NA       | Addition to be considered in the Proposal   | Cloud based services are subscription based services and as understood the General Terms and Condition in GEMs, relevant and applicable for goods may not be applicable to Services offered in terms of RFP, unless otherwise specified.  | It is not necessary.                         | Jio Platforms Limited |