

## Bid Corrigendum

GEM/2023/B/3406807-C5

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

### Buyer Added Bid Specific Additional Terms and Conditions

1. **OPTION CLAUSE:** The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.
3. **Preference to Make In India products (For bids less than 200 Crore):**Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
4. Bidders can also submit the EMD with Account Payee Demand Draft in favour of  
Directorate General of Hydrocarbons  
payable at  
New Delhi  
.  
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
5. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name  
Directorate General of Hydrocarbons  
Account No.  
65191279625  
IFSC Code  
SBIN0050203

Bank Name  
State Bank of India  
Branch address  
Shastri Bhawan, New Delhi

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

6. File Attachment [Click here to view the file.](#)
7. Buyer uploaded ATC document [Click here to view the file.](#)
8. Buyer Added text based ATC clauses

**1. For detailed Scope of Work, other Terms and conditions, please refer "Annexure I" attached under "Buyer Added Bid Specific Scope of Work(SOW)"**

**2. For Bidder's eligibility criteria,, please refer "Annexure II" attached under "Buyer Added Bid Specific ATC". The eligibility criteria should be strictly complied with failing which the bid shall be liable for rejection.**

3. The bidders are advised to refer the ITEM WISE PRICE SCHEDULE/ FINANCIAL BREAK-UP attached as Annexure III. The duly filled 'ITEM WISE PRICE SCHEDULE / FINANCIAL DOCUMENT' in electronic form must be submitted by the bidders in GeM Portal along with the Financial Bid, at the designated tab of the GeM Portal.

**Summation of all-inclusive price (including GST) under Category A , B , C, D & E, only must be entered against the "OFFER PRICE" field while creating their response against the tender in GeM portal.**

Items mentioned under Category F of the PRICE SCHEDULE/ FINANCIAL BREAK-UP are optional items which may be used for new future requirements. **The rates of items under Category F shall not be used for L1 Evaluation, and hence should not be included in the price entered under "OFFER PRICE" field while creating their response against the tender in GeM portal.**

The L-1 bidder (for **Category A , B , C, D & E**) shall have to match the item-wise rates of non evaluated category F with lowest reasonable quotes received against this category F, during tendering to enable DGH to approve rates to be used subsequently for new future requirement.

**4. Only Class-I and Class-II Local suppliers as per MII (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT, as amended from time to time and its subsequent Orders /Notifications issued by concerned Nodal Ministry for specific goods/products, if any will be eligible to bid. In this regard, bidder shall submit an undertaking from the authorized signatory of bidder along with the bid stating the bidder meets the mandatory minimum local content (LC) requirement and such undertaking shall become part of contract.**

### **Corrigendum**

**a). Bidders are requested to refer to Corrigendum 1 contained from Page 4 to 13 of the document attached under "Buyer Added Bid Specific ATC"**

- b) b). Bidders are requested to take note of the clarification contained in Page 13 of the document attached under "Buyer Added Bid Specific ATC" , while filling up the ITEM WISE PRICE SCHEDULE/ FINANCIAL BREAK-UP (Annexure-III)**

9. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

\*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)



## DIRECTORATE GENERAL OF HYDROCARBONS

(Ministry of Petroleum & Natural Gas, Government of India)

**Corrigendum No. 1 to GeM Tender No. GEM/2023/B/3406807 for hiring of “Disaster Recovery as a Service (DRaaS)” for DGH Noida.**

In respect of GeM E-Tender No. GEM/2023/B/3406807 for hiring of “Disaster Recovery as a Service (DRaaS)” for DGH Noida, replies of pre-bid queries raised by the bidders, are attached herewith.

**The bid closing/opening date has been extended as under:**

|                  | In lieu of         | Revised            |
|------------------|--------------------|--------------------|
| Bid Closing Date | 13.06.2023 (16:00) | 30.06.2023 (16:00) |
| Bid Opening Date | 13.06.2023 (16:30) | 30.06.2023 (16:30) |

Addendum/ Corrigendum / Bid Due Date Extensions, if any, to the Bid Document shall be uploaded on DGH’s website [www.dghindia.gov.in](http://www.dghindia.gov.in) and National e-Procurement Portal <http://gem.gov.in>. Hence, bidders are advised to visit the said websites regularly.

**Reply to pre-bid queries against Bid No. GEM/2023/B/3406807**

| Sl no. | Bid/RA Section  | Bidder's Query/request   | DGH Reply  |
|--------|---|--|--|
| 1      | <b>Bid Eligibility Criteria</b><br>Experience of Bidder: "Similar Work" should be construed as providing Cloud based DC/DR services on a MeitY empaneled CSP's cloud Data Center.                                   | So, the CSP cloud mentioned can be any cloud. Please confirm.  | Yes, confirmed.  |
| 2      | <b>Scope of Work</b><br><b>B. Existing Infrastructure:</b><br>Clause (c): UTM Firewall: - FortiGate 300D is installed in Hot Standby as a perimeter gateway security device.  | 1.The existing firewall may be catering traffic for workload other than DR workload. Please suggest the internet bandwidth that will be required at DR from firewall throughput perspective.<br><br>2.Please suggest the count of the servers that will be exposed to internet (total public IP addresses that should be considered for the DR servers.) | 1. Please refer to section Category-C (Network Services), Sl. No. 3 of the ITEM WISE PRICE SCHEDULE/FINANCIAL BREAK-UP (ANNEXURE III)<br><br>2. Please refer to section Category-C (Network Services), Sl. No. 1 of the ITEM WISE PRICE SCHEDULE/FINANCIAL BREAK-UP (ANNEXURE III) |
| 3      | <b>Scope of Work</b><br><b>B. Existing Infrastructure:</b><br>Clause (d): Backup & Archival Software: - MicroFocus Data Protector A.10.70 is installed as a tape backup & archival software                         | Since the requirement is for DRaaS, it is anticipated that backup services using any tools are not required for the DR site. Please suggest if backup services can be excluded from the solution.  | Yes, backup services may be excluded.  |
| 4      | <b>Scope of Work</b><br>Clause (a): Servers<br>Part of Failover Cluster hosting Web applications running in Hyper-V   | All the virtual Instances are to be considered in High availability for DR setup?  | Solution to be designed to deliver the SLAs specified in 'Service Level Agreement'   |
| 5      | <b>Scope of Work</b><br><b>B. Existing Infrastructure:</b><br>Oracle Database Server - Physical Machine to be replicated to a VM.   | Since the database license at primary site (on-premise) is Oracle Standard Edition which has socket-based licensing, can the DR Oracle instance be proposed on a physical server instead of VM.  | 1. Solution to be designed to deliver SLAs specified in 'Service Level Agreement'<br>2. Please refer to section C.3 of Scope of Work for requirement of licenses   |
| 6      | <b>Scope of Work</b><br><b>C. Deliverables</b><br>2. The bidder shall be responsible for setting up, configuration, management, and migration of application servers, database servers/storage in the DR landscape. | Since the applications are hosted on IIS/Apache/Tomcat which are middleware, it is requested that the application migration and management should be done by application vendor. Bidder will provide managed support for the OS, middleware/database   | Initial application data migration and subsequent replication to the DR will be in bidder's scope. Management of DGH specific applications will be done by DGH.  |
| 7      | <b>Scope of Work</b><br><b>E. Recovery Time Objective (RTO) &amp; Recovery Point</b>  | Kindly share the daily data size that should be considered for replication (in MB/GB)  | Estimated monthly data generation is approximately 15GB.   |

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|    | <b>Objective (RPO)</b><br><br>Required Recovery Time Objective (RTO) Measured during the regular planned or unplanned (outage) change over from DC to DR. RTO <= 4 hours<br><br>Required Recovery Point Objective (RPO) Measured during the regular planned or unplanned (outage) change over from DC to DR. RPO <= 2 hours                    |  |   |
| 8  | <b>Scope of Work</b><br><b>H. Minimum Technical Specifications:</b><br><b>1. Compute and Storage Resources:</b> 2. OS Support: Should support Windows Server 2012 R2, 2019 (Datacenter & Standard editions) and Linux OS (Rocky Linux and Ubuntu)  | The details of servers shortlisted for DR have operating system as Windows / Rocky Linux. There are no instances with Ubuntu OS. Is there any additional workload that is anticipated to be considered for DR with Ubuntu OS?  | No workload is currently planned with Ubuntu OS. However, as per Scope of Work section H.1.2 solution should support Ubuntu OS workloads for any future requirements. |
| 9  | <b>Scope of Work</b><br><b>H. Minimum Technical Specifications:</b><br><b>5. Disaster Recovery Services</b><br>8. Solution should offer 365 days' worth of Service Health Dashboard (SHD) history.   | Is it okay that the dashboard shows service health history of last 90 days and previous history is available in reports format?  | Not acceptable. To be guided by the existing tender terms   |
| 10 | <b>Scope of Work</b><br><b>H. Minimum Technical Specifications:</b><br><br><b>5. Disaster Recovery Services</b><br>1. Cloud service should provide end-to-end encryption of data-at-rest, data-in-processing and data-in-transit using industry standard AES-256 cryptographic algorithm.  | Please suggest the current mechanism/tools used for encrypted data-in-processing at the primary on-site setup.   | Critical data in oracle database is encrypted and access to all data-in-use of various applications is controlled via authentication and identity management          |
| 11 | <b>Scope of Work</b><br><br><b>D. Disaster Recovery Services:</b><br><b>5. Automated switchover/failover facilities (during DC failure &amp; DR Drills) to be provided. The switchback/fallback mechanism shall also be automated.</b><br><br><b>I. Managed Services:</b><br><b>d. Support to be provided during Failovers and switchbacks</b> | Considering the primary site has Oracle Standard Edition which has it's own limitations on replication. Hence it is assumed that during the disaster, At the time of failover, the workload will be shifted to DR and it will function as DC, but at the time of recovery, the original DC has to be set up by the customer manually. Is the understand correct? | Yes. However, bidder must provide a SoP for switchover scenarios  |
| 12 | <b>Scope of Work</b><br><b>H. Minimum Technical Specifications:</b><br><b>3. Firewall Service:</b><br>Firewall solution shall have capability of threat prevention   | The requirement can be fulfilled using a nextgen firewall instead of a normal firewall. Considering DR as a service requirement, does customer expects a UTM firewall / Nextgen Firewall?  | Solution to be designed to comply with the technical specifications as mentioned in the Scope of Work document.   |

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|    | against threats like exploits, vulnerabilities, Intrusion (IPS), worms, virus, spywares, known malwares etc.  |   |   |
| 13 | <b>Scope of Supply/Service</b>  | Please provide application and Database data change rate per hour and per day   | Estimated monthly data generation is approximately 15GB   |
| 14 | <b>Scope of Work</b>  | DR will be configured with minimum configuration but chargeable extra at the time of scale up for any activity.<br>Please confirm   | Please refer to section Category-A & B of the ITEM WISE PRICE SCHEDULE/FINANCIAL BREAK-UP (ANNEXURE III) for clarification  |
| 15 | <b>Scope of Work</b>  | Is DGH ready to install software on server placed at DC for any tool required for replication or otherwise to complete operation  | In case software is to be installed on a Virtual Machine, it can be provided by DGH.<br>If the software requires a physical machine it must be provided by the bidder, which can be placed at DC  |
| 16 | <b>Scope of Work</b>  | Will DGH or MSP be responsible for managing any such infra provisioned as a requirement of point 4  | In case of any Virtual Machine installed/configured at primary DC, it will be managed by DGH. However, bidder must provide a detailed SoP for managing any such VM.<br>In case of any physical machine or infrastructure installed at primary DC, management will be in bidder's scope. |
| 17 | <b>Scope of Work</b>  | Server configured in DC are part of failover cluster, is same architecture required in DR   | Solution to be designed to deliver SLAs specified in 'Service Level Agreement and Penalties' under Special Terms and Conditions specific to this Service as mentioned in the bid document.  |
| 18 | <b>Scope of Work</b><br><b>B. Existing Infrastructure</b><br>(b). Backup & Archival Software: - MicroFocus Data Protector A.10.70 is installed as a tape backup & archival software | We kindly request clarification regarding the backup requirements at the DR site. Is it necessary to provide backup storage at the DR site as DR site itself act as a backup Site.<br>If authority wants to have backup at DR site please confirm the storage space required for backup. Also, confirm the backup and retention policies. | Backup services may be excluded at DR site.   |
| 19 | <b>Scope of Work</b><br><b>C. Deliverables</b><br>2. The bidder shall be responsible for setting up, configuration,   | Kindly confirm the data size that needs to be migrated to DR site.<br>Kindly confirm the daily data generation at DC site which will  | - Current oracle file(s) size is approximately 65 GB and Export backup size is approx.  |

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|    | management, and migration of application servers, database servers/storage in the DR landscape.   | replicate at DR site.   | 25 GB.<br>- Current VM export backup is approximately 9 TB<br><br>- Estimated monthly data generation is approximately 15GB.  |
| 20 | <b>Scope of Work</b><br><b>D. Disaster Recovery Services</b><br>3.Configured storage of the VMs (No native storage replication) shall be replicated (ActiveActive) on an ongoing basis at DR-Cloud site, as per the required RPO, RTO and replication strategy. | Request you to kindly amend this clause as "Configured storage of the VMs (No native storage replication) shall be replicated (Active -Passive) on an ongoing basis at DR-Cloud site, as per the required RPO, RTO and replication strategy." Because for Active- Active Replication it required Near DR and RFP has mentioned RPO of 2 Hrs. and RTO has 4 Hrs. so it's a Asynchronous replication between DC to DR.      | Mentioned Active-Active storage replication should not be inferred as synchronous replication since it is not required. This requirement is as per the MeiTY document "Cloud Services Bouquet" page 31<br>- All the resources to be provided as per the RTO, RPO & SLA guidelines in the tender document. |
| 21 | <b>Scope of Work</b><br><b>H. Minimum Technical Specifications</b><br><b>1. Compute and Storage Resources:</b><br>2. OS Support: Should support Windows Server 2012 R2, 2019 (Datacenter & Standard editions) and Linux OS (Rocky Linux and Ubuntu)             | Windows Server 2012 R2 will no longer receive support after October 2023. Therefore, we are unable to provide the support for Windows 2012 R2 edition. In the event that it is required, the responsibility for any incidents or issues will lie with DGH. ESDS will provide the latest updated version of Windows OS.  | The VMs running Windows Server 2012 R2 edition will be migrated to supported Windows Server 2019 version before October 2023. Bidder to propose solution accordingly  |
| 22 | <b>Scope of Work</b><br><b>H. Minimum Technical Specifications</b><br><b>5 Disaster Recovery Services :</b> 5. Solution should support Site-to-Site IPSec VPN connection between the cloud provider and customer data centre.                                   | In order to set up a site-to-site IPSec VPN, we require information about the existing firewall OEM (Original Equipment Manufacturer). It is crucial to have the same firewall model with identical rules and parameters at both the primary data center (DC) and disaster recovery (DR) site. Without having the same firewall setup at both sites, we will be unable to provide support for the site-to-site IPSec VPN. | - Please refer to section B.c of Scope of Work.<br>- The mentioned UTM firewall model is however subject to change in the near future.  |
| 23 | <b>PGSQL Database Replication</b>   | Please provide the specific details of the PostgreSQL DB version and edition used in your data center, so that we can propose the same version and edition for replicating the data.  | - Current PostgreSQL DB is 12.2.<br>- However, the current requirement is specific to IaaS and not managed DB as a Service.   |
| 24 | <b>Sizing</b>   | Kindly confirm the number of  | Please refer to section   |



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|    |   | concurrent users going to access DR site.  | Category-C (Network Services), Sl. No. 2 of the ITEM WISE PRICE SCHEDULE/FINANCIAL BREAK-UP (ANNEXURE III)   |
| 25 | <b>Sizing</b>   | Kindly confirm the necessary bandwidth for peer-to-peer (P2P) replication link between the primary data center (DC) and the disaster recovery (DR) site.               | Please refer to section Category-C (Network Services), Sl. No. 2 of the ITEM WISE PRICE SCHEDULE/FINANCIAL BREAK-UP (ANNEXURE III)                           |
| 26 | <b>Sizing</b>   | As there is no provision to add the replication link charges in the given BOQ, kindly confirm where to add the charges for replication link                            | Please refer Scope of work Section H.5.5 which states that replication will be over IPSec VPN connection between the cloud provider and primary data centre. |
| 27 | <b><u>BID EVALUATION CRITERIA (Annexure-II)</u></b><br><br>B.1 3.0 Criteria for CSP (Cloud Service Provider)<br><br>6. CSP should have a public calculator link for creating and validating the list prices of CSP.<br><br>Self-declaration from the Authorized signatory of the CSP on their letterhead or a link to their public website confirming the same. | Public URLs are only available to hyper-scale bidders. We request the Authority to remove this clause to give more prominent organizations a chance to be participate. | Not Agreed   |
| 28 | <b>Scope of Work</b><br><b>B. Existing Infrastructure</b><br>The details of existing physical infrastructure which is running IT applications are as follows:   | Is Oracle RAC Implemented  | No.  |
| 29 | <b>Scope of Work</b><br><b>D. Disaster Recovery Services:</b><br>7. Any lag in data replication should be clearly visible in dashboard and alerts of same should be sent to DGH.  | Only VM replication alerts will be monitored, or DB replications alerts also required to be monitored?   | Only VM replication alerts need to be monitored. This includes the VM running oracle DB.   |
| 30 | <b>Scope of Work</b><br><b>D. Disaster Recovery Services:</b><br>3. Configured storage of the VMs (No native storage replication) shall be replicated (Active-Active) on an ongoing basis at DR-Cloud site, as per the required RPO, RTO and replication strategy.  | What is meant by Native Replication: need more clarification. SAN storage is not provided on cloud.  | Native storage replication refers to SAN-to-SAN replication using OEM tools. The same is NOT required.   |

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| 31 | <b>General query</b> | Please share data change rate.  | Estimated monthly data generation is approximately 15GB   |
| 32 | <b>General query</b> | Bidder might need infrastructure to host replication tool on-premise. Hope DGH will provide the infrastructure and allow us to install tools on machine / application/ database.  | In case software is to be installed on a Virtual Machine, it can be provided by DGH.<br>If the software requires a physical machine it must be provided by the bidder, which can be placed at DC.   |
| 33 | <b>General query</b> | Please clarify the Management of On-premise infrastructure where tools are installed will be in DGH scope   | In case of any Virtual Machine installed/configured at primary DC, it will be managed by DGH. However, bidder must provide a detailed SoP for managing any such VM.<br>In case of any physical machine or infrastructure installed at primary DC, management will be in bidder's scope.   |
| 34 | <b>General query</b> | Please clarify Replication of data from DC to DR will be through VPN  | Please refer Scope of work Section H.5.5 which states that replication will be over IPSec VPN connection between the cloud provider and primary data centre.  |
| 35 | <b>General query</b> | Please provide format of Manufacture Authorisation Form (MAF) to be provided by OEM for Database Licences and CSP for Cloud Services. We will issue MAF only to our Authorised Partners, to participate and share valid services / prices in line with RFP services duration. | 1. As per Buyer Added Bid Specific ATC, "In case the bidder is an MSP, the bidder has to submit authorization certificate from their CSP to participate and quote against this RFP. "<br>This authorisation must be on CSP's letter head and should be specific to the current tender.<br>2. No Manufacture Authorisation Form ( MAF) is required for Database Licences. However, please refer to section C.3 of Scope of Work for requirement of licenses. |
| 36 | <b>General query</b> | Hypervisor being used at primary DC   | Hyper-V by Microsoft Corporation  |
| 37 | <b>General query</b> | Hypervisor version  | Version: 10.0.17763.3887  |
| 38 | <b>General query</b> | Total users   | Please refer to section Category-C (Network Services), Sl. No. 2 of the ITEM WISE PRICE SCHEDULE/FINANCIAL  |

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|    |  |  | BREAK-UP (ANNEXURE III) for requirement of number of concurrent users connecting to DR site.   |
| 39 | General query  | Locations access to server   | VPN connectivity will be primarily from Noida, Uttar Pradesh.  |
| 40 | General query  | Current Network connectivity ISP/BW  | Currently, there are 2 providers a) M/s PowerGrid @ 100 Mbps b) M/s BSNL @ 1 Gbps. Provider 'a' is likely to be changed to M/s Ishan Netsol @ 1 Gbps in the near future.   |
| 41 | General query  | Current Server storage utilization   | Please refer to section B of Scope of Work.<br>DB Size: Current oracle file(s) size is approximately 65 GB and Export backup size is approx. 25 GB.  |
| 42 | General query  | DB Size  | Current oracle file(s) size is approximately 65 GB and Export backup size is approx. 25 GB.  |
| 43 | General query  | Number of Public IPs used  | Please refer to section Category-C (Network Services), Sl. No. 1 of the ITEM WISE PRICE SCHEDULE/FINANCIAL BREAK-UP (ANNEXURE III)   |
| 44 | General query  | Existing DR solution if any  | None   |
| 45 | Anomaly in ITEM WISE PRICE SCHEDULE/FINANCIAL BREAK-UP (ANNEXURE III): |  | Please refer the clarification attached in the last page of this corrigendum.  |
| 46 | Bid submission deadline  | Bid extension of 10 working days from current date of bid submission which is 13-06-2023 16:00:00.   | Bid closing date has been extended up to 30.06.2023 (16:00)  |
| 47 | General query  | <p>Upon careful review and consideration, we have identified certain challenges and limitations associated with the inclusion of Supply of Oracle Database Licence in the tender. To provide you with a clearer understanding of our request, we have outlined the key reasons for the removal of the specific item:</p> <p>1. We would like to bring to your notice that Oracle Database Licence is a proprietary license, and Oracle would not release the commercial for the license to any of the bidders as it would be participating</p> | <p>1. Since our primary datacentre is running Oracle Database, licenses on the DR site are an <b>essential requirement</b> of the provided DRaaS solution to ensure end-to-end compliance by the end user, i.e DGH.</p> <p>2. We have specifically <b>not asked for MAF (Manufacturer Authorization Form) from the OEM (Oracle)</b> for database licence to ensure equal participation opportunities to all bidders.</p> |

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|----|----------------------|---|---|
|    |                      | <p>in the bid. Subsequently, this would limit the RFP to a specific OEM.</p> <p>2. As it is mandatory for the bidder to supply the Oracle Database Licence along with the published RFP, this would restrict the participation of the bidders in the bid and decrease the competition as well.</p> <p>3. Hence, we would request you to kindly modify/remove the clause mentioned for Oracle Database Licence or ask for the line item separately in the bid. So that it is not mandatory for the bidders to quote for Oracle Database Licence as well.</p> | <p>3. Also, Oracle Database Licenses are available in the open market as well including GeM marketplace.</p> <p>In view of the above, the request made by the bidder is <b><u>not agreeable</u></b>.</p>  |
| 48 | <b>General query</b> | <p>We wish to highlight the category in which the aforementioned bid has been published – Disaster Recovery as a Service. In the said category, GEM has a certain approval process against which providing the documents is extremely difficult as a MSP.</p> <p>We earnestly request you to consider changing the category as CUSTOM BID FOR CLOUD SERVICE, enabling MSP like us to participate.</p>   | <p>As per GeM guidelines:</p> <p>“Use of Custom Bid / BoQ bid is not allowed for items for which regular category is available on GeM. Buyer can use the features of Additional parameters also to suit its requirement. Any bid created under Custom / BoQ category shall be cancelled by GeM without any notice, if it is found that regular category is available on GeM for similar items.”</p> <p>In view of the above, the request made by the bidder is <b><u>not agreeable</u></b>.</p> |

**Clarification: Bidders are requested to take note of the following while filling up the ITEM WISE PRICE SCHEDULE / FINANCIAL BREAK-UP (ANNEXURE III):**

**For Category-C (Network Services): SI no. 3 (Web Application Firewall),** there has been a minor arithmetic error in the formula inserted under Column <9>. In order to set off/ remove the effect of this error in the final calculated price component, bidders are requested to take note of the following:

If the actual applicable tax component for service item SI no. 3 (Web Application Firewall) (highlighted in green below) , is say "X" %, bidders are requested to enter the equivalent figure derived from the following calculation, under tax column <8> (highlighted in red below):

$$[(100+X)/100] - 100$$

To illustrate further:

- (i) If the applicable tax component is 18%, bidders need to enter (- 98.82) under the tax column.
- (ii) If the applicable tax component is 5%, bidders needs to quote (- 98.95) under the tax column.
- (iii) If the applicable tax component is 12%, bidders needs to quote (- 98.88) under the tax column.
- (iv) If the applicable tax component is 0%, bidders needs to quote (- 99) under the tax column.

**Please note that, if the calculated equivalent tax figure is in negative, minus (-) sign also needs to be entered for appropriate results. The tax column should not be left blank.**

**It is hereby clarified that above calculated tax figure is applicable for SI no. 3 (Web Application Firewall) of Category-C (Network Services) only. For remaining items of the schedule, regular tax component (18%, 5%, 0% etc.) should be entered.**

| B  | C   | D   | E    | F                      | G   | H   | I   | J   | K | L | M | N |
|--|---|---|------|------------------------|---|---|-----|---|---|---|---|---|
| 1  | Oracle Database Server                          | 16  | 128  | 2048                   | Windows Server 2019 Standard                      |   |     |   |   | 0 |   | 0 |
| Sub Total of Category(B)                         |   |   |      |                        |   |   |     |   |   |   |   | 0 |
| Category-C (Network Services)                    |   |   |      |                        |   |   |     |   |   |   |   |   |
| S.No.  | Description                                     | Specs   | Qty. | Unit of Measure /Month | Total Price Per Month Col [6] = Col [4] * Col [5] | Total Price for 3 Year (Excluding Taxes) Col [7] = Col [6] * 36 | Tax | Total Price inclusive Taxes Col [9] = Col [7] + Col [8] |   |   |   |   |
| <1>  | <2>   | <3>   | <4>  | <5>                    | <6>   | <7>   | <8> | <9>   |   |   |   |   |
| 1  | Static Public IP                                | 1   | 6    |                        | 0   | 0   |     | 0   |   |   |   |   |
| 2  | IPSec VPN Connections (1 Gbps throughput)       | 1   | 10   |                        | 0   | 0   |     | 0   |   |   |   |   |
| 3  | Web Application Firewall                        | 250 Mbps throughput   | 1    |                        | 0   | 0   |     | 0   |   |   |   |   |
| 4  | Data Transfer (Out)                             | 500 GB/Month  | 1    |                        | 0   | 0   |     | 0   |   |   |   |   |
| 5  | Distributed Denial of Service (DDoS) Protection | 6 Public IPs to be protected and 1 TB of outbound data transfer | 1    |                        | 0   | 0   |     | 0   |   |   |   |   |
| Sub Total of Category(C)                         |   |   |      |                        |   |   |     |   |   |   |   | 0 |
| Category-D (Managed Services for the Operations) |   |   |      |                        |   |   |     |   |   |   |   |   |

\*It may however be noted that the actual applicable tax i.e 18% / 5% / 0% etc. shall only be considered at later stage for payment processing etc.

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