

## **CORRIGENDUM NOTICE - No- 1 with respect to e-Tender Notice No. TW-IT/OT/04/2018-19**

### **1. The following changes have been made due to some administrative reason.**

Last date & time of sale of bidding document: 13.12.2018, 14:00 Hrs.  
Last date & time of submission of bidding document: 13.12.2018, 14:30 Hrs.  
Date & Time of Opening of Techno-commercial bid : 13.12.2018, 16:00 Hrs.

### **2. Response to the Pre Bid Queries of the e-Tender no: TW-IT/OT/04/2018-19**

For Procurement of IT Outsourcing support for OPTCL and Data Center Operation/maintenance of GRIDCO and SLDC.				
<b>Sl. No.</b>	<b>Tender Document Reference</b>	<b>Content of RFP requiring Clarification(s)</b>	<b>Clarification sought by Different Vendors</b>	<b>Response</b>
1	4.2 Statement of Work for both GRIDCO/SLDC 4.2.1 Service Delivery Management, Page no 27	<p>GRIDCO/SLDC has introduced computers in all its core business operations through its IT infrastructure summarized at 4.2. GRIDCO/SLDC avails WAN services from OGS-WAN, a common wide area network facility which is owned and managed by OPTCL.</p> <p>The GRIDCO Data Center is interconnected to State Load Dispatch Center, Mancheswar and OPTCL, Bhubaneswar through fiber links. In addition the power exchange terminal is connected through Virtual Private Network (VPN) to Power Exchange of India / Indian Energy Exchange. However BSNL's VPN connection used for power exchange terminal, devices used to interconnect OPTCL/SLDC and lines thereof shall form part of the scope of the work.</p> <p>To maintain the I.T. infrastructure GRIDCO/SLDC are looking for a Service Provider who shall render I.T Maintenance Management (ITMM) (in respect of all the I.T equipment owned by GRIDCO/SLDC), Facility Management (FM) Services and supply Computer consumables and stationery. In addition, as part of Business Application System Production (BASP) work, the corporate Billing System, viz., Oracle Utility needs to be run on regular basis. This work shall be</p>	<p>(1) Please clarify if the FM vendor is responsible for supply of any consumables.</p> <p>(2) Does the scope also includes Application Maintenance &amp; Management? If Yes? Scope needs more clarity and where is the FM vendor supposed to quote for the service in the financial bid?</p>	<p>1) Vendor does not have to supply any consumables.</p> <p>2) Please refer the scope of the concerned module mentioned in the RFP.</p>

		referred to as EBC (Energy Billing Center) work.		
2	4.2 Statement of Work for both GRIDCO/SLDC 4.2.1 Service Delivery Management, Page no 28	Contractor shall use his own labour and appropriate tools required for the execution for meeting the Service Level Agreements.	Contractor shall use his own labour and appropriate tools required for the execution for meeting the Service Level Agreements. <u>What tools is being referred here...Please clarify ?</u>	Currently CA tool is used in the organisation as a SAS Tool.
3	4.3 Statement of Work for GRIDCO only, Page no 35	Detailed scope of work of Energy Billing and Management	Please clarify if GRIDCO/OPTCL/SLDC will provide necessary tools, infrastructure to carry out the mentioned activities.	Yes. Presently the ERP Software module for Energy Billing is used in GRIDCO.
4	4.4 STATEMENT OF WORKS FOR OPTCL only , Page no 37	Fall back arrangement at each Zonal IT Centre with minimum of 4-client –seater and alternate communication link.	(1) Please clarify the mentioned statement. Does the FM vendor consider a fallback/redundant center for each ZITC ? (2) Can a central fallback center be created to cater to any ZITC failure ? (3) Since the link has to be secured connecting the DC, will OPTCL provide the necessary connectivity ?	(1) Nearby ZITC/Offices with Network connectivity shall be considered as a Fall back Center. (2) IT H.Qrs., may be used as a Central Fall back Center. (3) OPTCL will provide necessary connectivity.
5	4.4 STATEMENT OF WORKS FOR OPTCL only ii) Help Desk Support: Page no 37	Helpdesk service provides for the staffing an online Helpdesk to act as a single-point-of contact, via a telephone number, email and Web Assistance for OPTCL's End Users who require assistance in the resolution of problems, concerns, and questions and to request Services.	Kindly clarify if the telephone number, email and web assistance will be provided by OPTCL ?	It will be provided by OPTCL.
6	4.2.7 IT Management Software Tool as a "Service", Page no 35	Implementation & customization of CA Tools as per OPTCL requirements	Kindly clarify the scope for implementation and customization of the CA Tools and mention the CA tools in operation at the site.	CA tools is currently being used and customized by existing vendor. So in future as per the requirement of OPTCL , new vendor will have to make customization of CA tool.
7	4.3 Statement of Work for GRIDCO only, Page no 35	Detailed scope of work of Energy Billing and Management	Kindly specify the minimum qualification required for the personnel required to carry out the mentioned activities.	Mentioned at Scheduled-IV for GRIDCO.

8	General	ISO 20000 Certification for bidders	We would request you to include ISO 20000 Certification as Pre-Qualification criteria for bidders since ISO 20000 is a global standard that describes the requirements for an information technology service management (ITSM) system. The standard is to evaluate the best practices described within the IT Infrastructure Library (ITIL) framework	As per RFP
9	General	CMM LEVEL 5 for bidders	We would request you to include SEI CMM Level 5 as pre-qualification criteria for bidders to ensure the application management is as per SEI guidelines and best practises. This RFP involves Oracle eBIZ , Oracle DB, Oracle Forms Management and Maintenance and CMMI defines the maturity levels for these processes.	As per RFP
10	General	Scope of work	Request you to provide a schematic diagram of the DC (Server/Storage/Network/Backup) and WAN/LAN infrastructure for better understanding of the scope and limitations.	They may make their due diligence / visit GRIDCO DC by taking necessary permission from Sr. GM(IT),OPTCL.
11	General	Scope of work	Does the vendor has to provide equipment maintenance (AMC) in form of repair/replace/ preventive maintenance etc for any equipment at any of the GRIDCO/SLDC/OPTCL Sites ?	NO AMC from FMS vendor.
12	General	Scope of work	Request you to provide Make, Model, Type, OS, OEM for all equipments (Servers, Storage, Network, Network Security, RDBMS, DBMS (If any), Applications, EMS, NMS, Application Security, Middleware, Laptop, Desktop,	They may make their due diligence / visit GRIDCO DC by taking necessary permission from Sr. GM(IT),OPTCL

			Printers, VOIP etc. This will help bidders to propose and deploy personnel qualified and experienced in managing these technologies.	
13	Schedule – IV, Page no 49	Minimum qualification and experience of the resources to be deployed for FMS operation	We would request you to make the resource to be deployed as core employees of the organisation to ensure low attrition, unhindered responsibility and allow seamless operation. The employees should be under state wages act ensuring they are been provided with all Govt. statutory privilages. Considering GRIDCO/SLDC/OPTCL being core State Government department, we request you for this addition.	As per RFP
14	Schedule-VI, Page no 52	<b>Point No- 5</b> List of IT Infrastructures including Servers, Storage, Operating Systems and Networking Devices and Services to be managed as part of FMS support:	Please clarify if the FM Vendor is responsible for providing service for Precision AC, Access Control, UPS Etc. Since core IT personnel are not qualified or equipped to manage these specialized NoN IT equipment, request the committee to remove/revise the same from this list.	They have to manage all IT and Non-IT items as per the scope of RFP. AMC shall be provided by respective AMC vendor.
15	Clause 3.7 , Page no 17	Contract’s Default Liability (termination for default)	<b>Request you to include</b> "30 days prior written notice to be given to the vendor in case of such termination"	As per RFP.

16	Clause 3.8 ,Page no 17	Contractor's Limited Liability	<p><b>Request you to change the same as</b></p> <p>"Notwithstanding anything to the contrary contained in the contract, the principal vendor's aggregate liability arising out of or in connection with the contract, whether based on contract, tort, statutory warranty or otherwise, shall be limited to the amount actually paid by OPTCL/GRIDCO/SLDC to the principal vendor in respect of the Equipment / software / Services that are subject matter of a claim subject to a maximum of 100% of the contract value.</p> <p>Neither party shall be liable to the other party for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or that party was aware of the possibility of that loss or damage arising. The limitations set forth in this section shall apply even if any other remedies fail of their essential purpose."</p>	As per RFP.
17	General	Clause for Non solicitation	<p><b>Request the committee to add the clause to secure both the parties.</b></p> <p>"Neither party shall, directly or through a third party contractor, solicit/induce/entice away or endeavour to solicit/induce/entice away an employee of the other party who is directly involved with Agreement, for 5 years after such resource has ceased to be engaged for performance of services under this Agreement. In case of a breach</p>	As per RFP.

			of this covenant, the defaulting party shall be liable to pay the aggrieved party a sum equivalent to 12 months CTC of such employee as absorbed by the defaulting party, and such sum shall be paid within 30 days of hiring of the concerned employee. Notwithstanding the foregoing, this restriction either party may hire (a) personnel who independently respond to indirect solicitation (such as general newspaper advertisements, employment agency referrals, and internet postings) not targeting the personnel of the other Party and (b) personnel who have separated or have been separated from the services of a party provided that the hiring Party did not solicit such separation."	
18	Mode of EMD, Page no 8	EMD of One Lakh in the form of DD.	Can we submit BG for the EMD as per validity of tender.	Yes. BG Format is there in the RFP.
19	Clause 4.2.7, Page no 35	Implementation & customization of CA Tool as per OPTCL requirement	Please clarify following 1) Who will provide CA tool / or who will take care of subscription renewal of existing CA tool. 2) Customization is possible if the features are available with the tool implemented.	The vendor has to use the currently used CA Tool in the organisation as a SAS Tool which is already subscribed by current vendor.
20	Clause 4.4 (ZITC's), Page no 37	Fall back arrangement at each Zonal IT Centre with minimum of 4-client –seater and alternate communication link	We hope, OPTCL has the same arrangement. Then Bidder has to provide only technical support as & when required. OR else please explain the exact scope of bidder.	OPTCL has the arrangement of minimum IT Infrastructure.
21	Clause 3, Page no 38	Desk side technical support services	We understand that this RFP covers FMS support only. Hardware / spares replacement will be taken care by AMC / Warranty vendor only. Please confirm	Bidder only has to provide technical support. AMC is taken care by other party.
22		Implementation of Help Desk Tool	Please let us know the present Help Desk Tool	CA tool

23		Hosting & procurement Services of Energy Billing System	We understand that this purely FMS support to already hosted Services. Hosting will be done by OPTCL only	The services are already hosted. Any patch/release management services to be provided by the FMS vendor.
24	Schedule VII, Page no 53	Schedule VII - List of the Application System to be hosted & supported for production	Is it mean Vendor / Service provide has to host these applications & provide the support OR only FMS support to already hosted applications by OPTCL. Please clarify	Vendor has to provide FMS support to the List of Application Systems in Schedule-VII which are already hosted. Any new Services as and when required by the organisation shall be hosted and FMS services to be provided by the Vendor.
25	Qualifying Requirement clause 1.3.2 Sl no 1 at Page no 11	The bidder shall have Quality Certificate (ISO 9001:2008) and ISO 27001 for related field, that is designing monitoring & operation of IT Infrastructure & Network, IT Security & at the time of submission of the bid (bidder has to ensure that the certificate remains valid during the life cycle of the project).	The bidder shall have Quality certificate(ISO 9001:2008) and ISO 27001 at the time of submission of the bid (bidder has to ensure that the certificate remains valid during the life cycle of the project).	As per RFP
26	Qualifying Requirement clause 1.3.2 Sl no 5 at Page no 11	Should have rendered Data Center service valued more than Rs.1 crore with a government / PSU/government undertaking in a single order during the last three financial years ending immediately preceding the date of submission of bid.	Should have rendered Data Center service(on premise/or on cloud) valued more than Rs.1 crore with a government / PSU/government undertaking in india/abroad in a single order during the last three financial years ending immediately preceding the date of submission of bid.	As per RFP
27	Qualifying Requirement clause 1.3.2 Sl. no 6 at Page no 11	Should have min 3 nos of Data Center Maintenance/Operation and IT Management Services project with in Central government PSU/Undertaking, State government PSU/Undertaking) and bidder should have minimum 5 years of experience of Data Center Maintenance/Operation and IT Management Services project .	Should have min 3 nos of Data Center (on premise/or on cloud) Maintenance/Operation and IT Management Services project with in Central government PSU/Undertaking, State government PSU/Undertaking) in india/abroad and bidder should have minimum 5 years of experience of Data Center Maintenance/Operation and IT Management Services project .	As per RFP

28	Qualifying Requirement clause 1.3.2 SI no 7 at Page no 11	The company should have a registered office along with atleast 10 Engineers in Odisha.	Request to amend as follows "Bidders must have registered office anywhere in india along with at least 50 engineer"	As per RFP
29	Page no 16, clause no 3.6 for Contract period	The contract shall be for a period of 1 year from the date of Sign-On of Services.	Request to increase contract period at least for 3 years	As per RFP
30	Page no 23, clause 3.33 Evaluation of Financial Bid.		Since there are three price bid tables (Gridco, SLDC & OPTCL respectively). Please clarify how will the L1 be decided since there is no total TCO table combining all the three tables or is it that Gridco, SLDC & OPTCL will have separate L1 and could have three separate winners.	Price bid will be evaluated by taking the total sum of GRIDCO, SLDC, OPTCL table prices together. Please go to clause no 3.21, 3.22, 3.23 of RFP for more information.
31	Page 33 , clause 4.2.4 Server Administration & Management	Server Administration & Management G. Regularly monitor and maintain a log of performance monitoring of servers including but not limited to monitoring CPU, Disk Space, memory utilization, I/O utilization etc. H. Regular analysis of events and logs	Remote monitor through VPN should be allowed for hybrid support model.	As per RFP
32	Page 34 , clause 4.2.4 Server Administration & Management	Implementation. Configuration and management of Active directory and support.	AD need to be implement or It is already available.	Active Directory is not implemented.
33	Page 35 , clause 4.2.7 Server Administration & Management	IT Management Software Tool as a "Service a) Implementation & customization of CA Tools as per OPTCL requirements	Required the details of CA tools (module) already implemented.	Currently CA tool is used in the organisation as a SAS Tool. Due diligence to be made by prospective bidders
34	General		Is the Hybrid support solution ( Remote monitoring from our IT Operation Center and solution support at DC) for Datacenter acceptable?	Not acceptable
35	Suspension of Works	Works which could not be started initially, such as DR Center Services etc, shall remain suspended until commenced, during period of which no costs on account of such Services, shall be paid to the FM Contractor. List of such works kept in suspension will be intimated to the FM	What about payment for such suspension and what will be duration of such suspension?	Please go through RFP properly. Such clause is not present.

		Contractor along with the Purchase Order itself.		
36	Clause 3.7, Page 17, Contract's default Liability	<p>In the event purchaser terminates the contract either in whole or in part, the purchaser reserves the right to purchase such services at such terms and in such a manner as deemed appropriate and the Contractor is liable to the Purchaser for any additional costs and/or penalty for delay as per clause 3.16</p> <p>Until the purchaser terminates the contract as per clause 3.7.1, Contractor shall continue the performance of the contract, in which case he shall be liable to the purchaser for penalty for delay as set out in Clause 3.16</p>	Risk purchase should be capped to 10% of the value of defaulted portion of the services and the same will be sole and only remedy for the customer under this clause. There should not be any penalty if the contract is terminated	As per RFP
37	Clause 3.9, Page-18, Rejection of Contract	<p>In the event any Service component of the Contract not found in accordance to the requirements, the purchaser shall request the contractor in writing to improve upon the Service Levels. The contractor on receipt of such written communication shall take steps to improve the Service Levels. If the contractor fails to do so, the purchaser may</p> <p>a) At its option obtain such services and recover the extra costs so involved from the contractor  b) Terminate the contract for balance period, with enforcement of penalty as per contract</p>	Request for deletion of clause	As per RFP
38	Clause 3.14, Page-20, Price reduction for noncompliance of SLA	The price reduction for Services / Supplies would be proportionate to 0.5% of the taxable value for services below each percentage point of the specified expected service level (clause 4.4) per month on an average of the incidences below the expected service level or part thereof of delay for that particular service. For any service the price reduction will not exceed the value of service.	Overall penalty on noncompliance of SLA should be capped to 3% of the contract value of services.	As per RFP
39	Clause 3.20 (Page-21), Contractor's Responsibility	Notwithstanding anything mentioned in the specification or subsequent approval or acceptance of the purchaser, the ultimate responsibility shall rest with the Bidder.	Request for deletion of clause	As per RFP

40	Validity of bank guarantee	We (the Bank.....) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be so enforceable till all the dues of the GRIDCO under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till Chairman-cum-Managing Director, GRIDCO Ltd or his nominee certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee	Open ended BG period. Clause should be changed	As per RFP
41	Addition request		Notwithstanding anything to the contrary written elsewhere in the MSA or subsequent PO's or any of its Annexures or Schedules, neither Party, shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through Wipro) that may arise out of or result from this PO	As per RFP.
42	Addition request		Subject to the above and notwithstanding anything to the contrary written elsewhere in this PO or any of its Annexures or Schedules, the maximum aggregate liability of Wipro for all claims arising under this PO, regardless of the form of claim(s), shall not exceed the fees (excluding reimbursements) received by it under this PO	As per RFP.
43	CMM Level 5 Clause to be added		The credentials given by the bidder needs to have completed in CMM 5 Company	As per RFP
44	IDC Quadrant Clause to be added		Bidder should be in Data Centre transformation consulting &	As per RFP

			implementation service as per IDC market scope	
45	Gartner Quadrant Clause to be added		Bidder should be leader in Gartner MQ for managed workplace service	As per RFP
46	Certification Clause to be added		Bidder should have completed ISO 9001:2015 ISO/IEC27001:2013 ISO/IEC 20000-1:2011	As per RFP
47	Clause 3.6,Page 16, Contract Period	The contract shall be for a period of 1 year from the date of Sign-On of Services. The contract period can be further extended on quarterly basis subjected to the satisfactory performance of the vendor services, on the same rates, terms and conditions..	Request contract period should be 3 years minimum. Else If the contract shall be for a period of 1 years from the date of Sign-On of Services The contract period can be further extended on quarterly basis subjected to the satisfactory performance of the vendor services, on the same mutually agreed rates, terms and conditions.	As per RFP