Pre-Bid Response for Procurement of APM / Observability Software Solution with Services for 3 Years

New SR	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Response	Remarks
1	13	3. PRE-QUALIFICATION / ELIGIBILITY CRITERIA - Clause No 9	The bidder must possess at the time of bidding,following valid certifications by International Accreditation Forum (IAF): - i. ISO 9001:2015 or latest ii. ISO 27001:2013 or latest iii. ISO 20000 or latest	Please exclude "ISO 27001" from the eligibility criteria	As per RFP	
2	16	4.3 Supply and Installation - Clause No 'c'	Install & integrate the supplied items at the RSDC through OEM Engineer and obtain a successful installation report from the designated officer.	Please change the term "OEM Engineer" to "OEM/Partner Engineer"	As per Revised RFP	Install & integrate the supplied items at the RSDC through OEM/OEM Partner Engineer and obtain a successful installation report from the designated officer.
3	17	4.7 Integration - Clause No 'a'	The proposed solution should be able to integrate with Active Directory/LDAP/PIM for user authentication or with any other solution/tool as stated by the tendering authority in order to have control and visibility.	Please provide the details of solution/tool that has to be integrated	As per RFP	
4	17	4.7 Integration - Clause No 'e'	The proposed solution should be able to integrate with other third-party monitoring tool as and when required	Please provide the details of "other third-party monitoring tool" that has to be integrated	As per RFP	
5	15	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	Point 2: To be bundled into a single license as one .	Every OEM has a different way for arriving at BoQ. Splunk offers different set of SKUs to fulfill the Observability requirements giving full flexibility to the customer to choose license for modules to address their requirement. We don't offer single license. Hence, we are non-compliant. Kindly neutralise this pointer allowing us to participate into the RFP.	Clarification Provided	Please design the SKU in a way that minimum 100 licences should have capable to fullful the technical specification of minimum unit (App/DB/Infra/log etc.).
6	15	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	Point 1: Minimum Monitoring Units – 100 (Unit may beServers/Network/App/DB/VM/Containers etc.)	Please provide a split of App server, Db Server and Non-App servers (Web, Middleware, Cache, kafka etc.). These details would be required for sizing the Splunk BoQ.	Clarification Provided	Please design the SKU in a way that minimum 100 licences should have capable to fullful the technical specification of minimum unit (App/DB/Infra/log etc.).
7	57	Annexure 2: Technical Specification	Point 1: The platform must be completely deployable on-premises and operate in air gap (except infra to observe) without any dependency on 3rd party components. - Updates / upgrades/ patches to be installed offline or manually.	The text "(except infra to observe) " is contradicting the overall ask for an air gapped On-Premise Observability solution. A full-fledged On-Prem solution should offer all functionality in air gapped environment without any need to have dependency to outside infrastructure requiring external connectivity.	Clarification Provided	The solution should offer all functionality without any need of external dependency outside SDC Infracture.
8	57	Annexure 2: Technical Specification	Fully automated upgrades. New versions should be deployed and operationalized without any monitoring downtime.	New version upgrades would technically require one time restart to apply new updates. Hence, the pointer needs to be rephrased as "*New versions should be deployed and operationalized with minimal monitoring downtime.*	As per Revised RFP	New versions should be deployed and operationalized with minimal monitoring downtime.
9	60	Annexure 2: Technical Specification	Never produces a broken trace. For example, if a trace traversed 5 spans, but span #3 got sampled out (discarded), you end up with two disjointed traces versus one continuous end-to-end trace (broken trace).	Kindly clarify the technical requirement here as the pointer itself is contradicting.	As per RFP	
10	61	Annexure 2: Technical Specification	Query language that doesn't require users to define the schemas. Supports schema on-read.	Kindly elaborate the technical requirements here as the ask is not very clear.	As per RFP	
11	62	Annexure 2: Technical Specification	Enable RUM without making manual changes to your web application. Just turn it on and it works.	Rephrase it as "Enable RUM without making changes to core application code/logic" as the current mechanism seems very restrictive.	As per RFP	
12	63	Annexure 2: Technical Specification	The solution must automatically identify new vs. returning users—such as first-time visitors or frequent users on RajSSO and e-Mitra portals—enabling departments to track citizen engagement, optimize user journeys, and drive targeted outreach for schemes and services.The Application Performance Monitoring (APM) and Observability solution shall support automatic classification of new vs repeated user sessions to identify user types	New user vs returning users are OEM centric feature. Please change the wording to make this pointer neutral to allow larger participation. Ideally, the observability solution must allow us to detect the	Clarification Provided	Statement incomplete

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13	59	4. Application Performance Monitoring	Auto-adapts to changes in the environment. For example, if a developer deploys a new Node.js service to production inside a container, the observability solution will automatically detect the change and proceed to instrument and monitor it without human intervention.	Please clarify whether the requirement mandates a proprietary 'auto-adapts and auto-instruments new services' capability (which could be OEM-specific and limit competition), or whether the intent is automatic discovery and monitoring of newly deployed containerized services. Will the department accept an OEM-neutral approach where new Node.js services in containers / Kubernetes are automatically discovered, and observability is enabled via standards-based OpenTelemetry auto-instrumentation and/or deployment-time injection (no application code changes), with dashboards/alerts automatically available once telemetry is received?	As per Revised RFP	Capablity to adopt to changes in the environment. For example, if a developer deploys a new Node.js service to production inside a container, the observability solution will automatically/manually detect the change and proceed to instrument and monitor it without human intervention.
14	61	4. Application Performance Monitoring	The solution must have a code revision comparison feature that supports at least two versions, enabling monitoring of application improvements between code changes. comparison of application performance, stability, and resource utilization between while performing code analysis.	The requirement for a 'code revision comparison feature' (comparison of application performance, stability, and resource utilization across at least two versions) because, as phrased, it appears to mandate a specific OEM's built-in UI workflow for version-to-version comparison and may unintentionally restrict broader OEM participation. This is restrictive and excludes modern platforms that utilize Differential Profiling and Deployment Markers for superior analysis. We request the department to allow for OEM neutral approach - "**The solution must provide capabilities to compare performance, stability, and resource utilization between application versions (e.g., via differential profiling, deployment tracking, or version-tagged analytics) to identify improvements and regressions.**" This modification ensures the focus remains on the outcome (identifying regressions) rather than a proprietary method, enabling broader participation from next-generation Observability vendors.	As per Revised RFP	The solution must have a capability for code/ version comparison feature. enabling monitoring of application improvements between code/version changes. comparison of application performance, stability, and resource utilization between while performing analysis.
15	63	7. Real User Experience	Automatically detect user complaints such as repeated clicks, repeated taps on non-responsive elements, or failed form resubmissions—on key portals like RajSSO, e-Mitra, RajKaj etc, with real-time alerts and dashboards for proactive resolution. The system should log such events and provide insights through dashboards and alerts for timely issue resolution.	This clause is aligned to a proprietary "frustration signals/session replay" capability that may be OEM-specific and could restrict broader OEM participation. Will the department accept an OEM-neutral approach where such complaint patterns are defined as configurable rules (e.g., thresholds/time windows for repeated clicks, retries, error responses) captured as browser-side custom events and/or derived from backend/API traces and logs, and then operationalized through real-time dashboards and alerting—provided the solution correlates each complaint event to impacted user/session (where available), URL/page, API call, and backend trace for rapid RCA?	As per Revised RFP	Capability to detect user complaints such as repeated clicks, repeated taps on non-responsive elements, or failed form resubmissions—on key portals like RajSSO, e-Mitra, RajKaj etc, with real-time alerts and dashboards for proactive resolution. The system should log such events and provide insights through dashboards and alerts for timely issue resolution.
16	63	7. Real User Experience	The proposed APM and observability solution must have the capability for automatically identifying sessions that begin and end very quickly. Provide detailed analytics on bounce trends across pages, user types, traffic sources, and devices.	The requirement to 'automatically identify sessions that begin and end very quickly' and provide 'bounce trend' analytics across pages, user types, traffic sources, and devices. As written, this is aligned to a dedicated web-analytics/DEM product's proprietary definition of session, bounce, and traffic source attribution, which may be OEM-specific and could restrict broader OEM participation. Will the department accept an OEM-neutral approach where the bidder defines configurable session/bounce rules (timeouts, single-page sessions, no-interaction sessions), derives bounce/quick-session KPIs from RUM page-load/referrer/user-agent fields, and delivers dashboards and alerts with drilldowns and end-to-end correlation to backend traces/logs for RCA.	As per RFP	

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17	15	SCOPE OF WORK, DELIVERABLES & TIMELINES	Implementation of Application Performance Monitoring and Observability Software Subscription License (with 3 Years OEM Support) for applications (user creation, agent installation, creation of dashboards, handholding, of different Project groups, testing and other related tasks for implementation) cover licensing for minimum as below - 1) Minimum Monitoring Units – 100 (Unit may be Servers/Network/App/DB/VM/Containers etc.) 2) To be bundled into a single license as one	Every OEM has different way of measuring the units to arrive at licensing. Kindly confirm that licensing will be evaluated on an OEM/vendor-neutral basis and that no bidder will be disqualified due to differences in proprietary "unit" definitions. Please define a department-owned, vendor-agnostic "Monitoring Unit" for this RFP (e.g., one uniquely identifiable monitored asset: host/VM/container/network device/DB/app endpoint), and confirm the same asset will not be double-counted across logs/metrics/traces. Please confirm "minimum 100 units" represents minimum monitoring coverage, flexibly consumable across any mix in scope. The clause mixes 'Software Licensing' (Product Rights & OEM Support) with 'Implementation Services' (On-site manpower for installation/handholding). Typically, OEM Licenses cover the product and standard technical support, while Implementation is a one-time Service activity. Requested Amendment: Please confirm that 'Implementation and Handholding' costs should be quoted as a separate 'Professional Services' line item, distinct from the 'Software Subscription License' cost, to ensure apple-to-apple commercial comparison."	As per RFP	
18	58	3. AIOps	The proposed solution must provide advanced thread-level visibility and diagnostics across all monitored application components e.g Capture and analyze live thread dumps to identify thread states, thread pool exhaustion in real-time, long-running threads that consume excessive CPU or memory resources etc.	Please clarify the intent of the 'advanced thread-level visibility' requirement. The current wording (for example, 'capture and analyze live thread dumps to identify thread states' and 'thread pool exhaustion in real-time') appears aligned to specific OEM implementations and may restrict broader OEM participation. Would the department accept an outcome-based approach that provides (a) continuous, low-overhead thread/stack-level CPU hotspot visibility across components using always-on profiling, (b) real-time detection of thread-pool saturation via standard metrics with dashboards/alerts, and (c) on-demand thread dumps where supported—fully correlated to impacted services/transactions?	As per RFP	
19	60	4. Application Performance Monitoring	Able to instrument and monitor all containerized applications components and services automatically without any manual configurations required.	Kindly clarify the intent of the requirement 'instrument and monitor all containerized applications automatically without any manual configurations.' As worded, this appears to mandate a proprietary, OEM-specific 'zero-touch auto-instrumentation' mechanism and may unintentionally restrict wider OEM participation. Will the department accept an OEM-neutral, standards-based approach where (a) all Kubernetes/container workloads are automatically discovered and monitored (cluster, nodes, pods, services) via agent-based autodiscovery with out-of-the-box dashboards, and (b) application-level tracing is enabled via standardized auto-instrumentation/injection methods (for example OpenTelemetry Operator or deployment-time injection) with no application code changes and minimal one-time platform configuration, after which new services are onboarded automatically	As per RFP	

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20	60	4. Application Performance Monitoring	Able to grab contextual values (request attributes) from backend Java/.NET method arguments on-the-fly without changing the application code. For example, grab the value of a system generated transaction id so you can later search the traces for those matching a particular transaction id.	The requirement to capture contextual values specifically via "on-the-fly method argument" extraction is highly prescriptive of legacy APM implementations and restricts broader participation. This specific mechanism introduces security risks (PII leakage) and runtime performance overhead. WIll the department accept OEM neutral solutions providing "**contextual capture and correlation of business values (e.g., Transaction IDs) via zero-code configuration, header propagation, or log correlation.**" This modification focuses on the functional outcome—tracing transactions by ID—without mandating a proprietary, high-risk method, thereby enabling participation from modern, secure, and open-standard platforms.	As per RFP	
21	61	5. Logs	The proposed solution must support enterprise-scale log ingestion volumes at terabyte scale per day and retained by default for 30 days. Retention can be extended to 1 year for providing full-stack correlation across time windows without manual stitching.	We request department to clarify the requirement of data retention. Is the data only required for 30 days or 1 year. We suggest to consider the below amended clause which is in-line with CERT-IN guidelines. "**The proposed solution must support enterprise-scale data ingestion volumes at terabyte scale per day and retain by default for 90 days for frequent access (Reporting, visualizations and Analytics) including SLO metrics and 90 days for Infrequent access on connected storage for investigation and Analysis with no requirements for data restoration or rehydration.** " This is inline with CERT-in Log management guidelines also. Post that 180 days data should be archived for long term retention and should be available through a robust backup and restore mechanism within the solution	As per Revised RFP	The proposed solution must support enterprise-scale log ingestion volumes at terabyte scale per day and retained by default for 30 days. Retention can be extended to 90 days for providing full-stack correlation across time windows.
22	61	5. Logs	The log analysis system must handle large volumes of log data such as 1TB+ / day efficiently—without requiring you to manually create or maintain indexes The system should ensure scalable performance with zero indexing overhead, even at enterprise ingestion rates.	The requirement for "zero indexing overhead" implies a OEM specific "scan-on-read" architecture that often suffers from slow search performance at 1TB+/day scales. This phrasing excludes modern high-performance platforms that utilize automated indexing to ensure sub-second query speeds. Will the department accept an OEM-neutral outcome where the "**The solution must handle large volumes (1TB+/day) using automated index management (eliminating manual maintenance) and support a hybrid model: high-speed structured search for performance, combined with Schema-on-Read capabilities (e.g., Runtime Fields) for flexible, on-the-fly analysis without re-indexing.**" This ensures the department receives both the ease of use and the performance required for enterprise-scale logging.	As per RFP	
23	61	5. Logs	Query language that does not require users to define schemas. Supports schema-on-read.	The requirement for a query language based solely on "schema-on-read" implies a preference for legacy architectures that often suffer from slow search performance at scale. This restricts participation and excludes modern platforms that offer superior performance via a hybrid approach. We request the department amend this to: "**The solution must support a flexible query language that allows users to define fields and schemas on-the-fly (e.g., Runtime Fields / Schema-on-Read) without re-indexing, while also supporting Schema-on-Write capabilities for high-performance data retrieval.**" This modification ensures the solution offers both the required flexibility for ad-hoc analysis and the necessary speed for real-time monitoring.	As per RFP	

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24	62	7. Real User Experience	Fully integrated RUM for mobile apps (iOS & Android) including crash analytics and automated seamless tracing to backend.	To ensure future-proof compatibility and prevent vendor lock-in, the solution should utilize industry-standard protocols. Additionally, for effective crash analytics, the solution must support Automated Symbolication (handling iOS dSYM and Android ProGuard mappings) to ensure crash reports are human-readable. Requested Amendment: We request the department to amend this clause to: '**The solution must provide mobile RUM (iOS/Android) with automated crash analytics (including symbolication support) and seamless distributed tracing to the backend using W3C-standard headers (e.g., OpenTelemetry/TraceContext) to ensure interoperability across diverse backend technologies.**'	As per RFP	
25	62	7. Real User Experience	Enable RUM without making manual changes to your web application. Just turn it on and it works.	The requirement for RUM that "just works" without changes implies Runtime HTML Injection. This legacy method modifies HTML on the fly, which often breaks Content Security Policies (CSP), invalidates CDN caching, and introduces security risks. to ensure a secured solution, we suggest to amed the clause to : "**The solution must support RUM instrumentation via automated methods (e.g., CI/CD pipeline integration, Tag Management Systems, or standard script injection) to ensure compatibility with modern security standards (CSP) and caching architectures.**" This ensures the department receives a secure, robust solution rather than a fragile "magic" injection method that conflicts with modern web standards.	As per RFP	
26	62	7. Real User Experience	100% individual user visibility. See every user session and every user click/action within a user session.	Kindly clarify the intent of the requirement '100% individual user visibility—see every user session and every user click/action.' As worded, this appears to mandate a proprietary session-replay style capability (including full clickstream capture) and may restrict broader OEM participation. Will the department accept an outcome-based requirement where the platform provides complete user experience visibility through RUM performance metrics, errors, and user-interaction transactions with configurable sampling/throttling, and (where required) integrates with a dedicated session-replay tool—provided every session can be uniquely identified, searched, and correlated with backend traces/logs for RCA?	As per RFP	
27	62	7. Real User Experience	Able to grab context about the user session or user action without changing the application. For example, Tracking application transactions by department , Identifying usage patterns for farmers vs. patwaris, Distinguishing RajSevadar requests by volunteer type (medical, emergency, logistics) etc.	The requirement to "grab values from method arguments" is OEM-specific and restricts participation. This technique of scraping memory at runtime can introduces performance overhead and security risks (PII leakage), making it unsuitable for modern secure environments. We request the department to allow for OEM neutral functionality and request to amend the clause as "**The solution must provide zero-code capabilities to extract business context (e.g., User Type, Department) via safe, configurable mechanisms such as HTTP Header/Cookie capture, URL pattern analysis, or Log correlation.**" This modification ensures the department can track key business metrics using secure, industry-standard architectural patterns rather than risky proprietary memory instrumentation.	As per RFP	

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28	62	7. Real User Experience	Mask sensitive data in session replay—such as Aadhaar, mobile numbers, or bank details—without requiring any code changes in your application.	This clause appears to mandate a specific OEM's proprietary session-replay implementation with built-in PII redaction and may unintentionally restrict broader OEM participation. Will the department accept an outcome-based requirement where (a) sensitive data is prevented from being collected/retained through configurable data-minimization and field-level redaction/masking at the telemetry collection/ingest layer, and (b) if session replay is required, it may be delivered via an integrated session-replay component that supports configurable masking rules (by field patterns/selectors) while still enabling correlation of the affected user journey to backend traces/logs for RCA—without requiring application code changes? Please Clarify	As per RFP	
29	62	7. Real User Experience	Capture business metrics directly from the user's browser—without modifying application HTML—such as number of welfare scheme applications submitted, Aadhaar authentications, payment success rates, or time taken to complete key transactions like caste certificate issuance Capture business metrics from within user's browser without changing the application HTML or code.	Kindly clarify the intent of the requirement to 'capture business metrics directly from the user's browser without changing HTML/code.' In an air-gapped environment (no internet access), proprietary third-party script injection/telemetry services may not be feasible and could restrict OEM participation. Will the department accept an OEM-neutral approach where business KPIs (applications submitted, Aadhaar auth outcomes, payment success, transaction completion time) are derived and correlated using (a) backend/API transaction tracing and log/metric enrichment at ingress (gateway/proxy/service mesh) and (b) a minimal one-time on-prem RUM enablement (local JS agent hosting), with all packages/artifacts hosted internally to support fully offline operation?	As per RFP	
30	63	7. Real User Experience	The proposed solution must provide complete capture and reporting of entry and exit page analytics for all user sessions.	The requirement for "complete capture" of all sessions for analytics implies retaining 100% of heavy trace data, which is cost-prohibitive. Modern platforms achieve this by retaining 100% of Session Metadata (Entry/Exit URLs, Duration) separately from the raw traces. We request the department to consider this : **"The solution must provide reporting capabilities for entry and exit page analytics across 100% of user sessions (utilizing session summaries or metadata aggregations) while allowing for intelligent sampling of the detailed trace data."** This ensures accurate analytics for all users without mandating the inefficient storage of full raw traces for healthy traffic.	As per RFP	
31	63	7. Real User Experience	The solution must automatically identify new vs. returning users—such as first-time visitors or frequent users on RajSSO and application portals—enabling departments to view citizen engagement, optimize user journeys, and drive targeted outreach for schemes and services. The solution shall support automatic classification of new vs repeated user sessions to identify user types.	the requirement to automatically identify new vs. returning users across RajSSO and application portals. As worded, this may imply a proprietary OEM mechanism for persistent user/device identification (e.g., vendor cookies/fingerprinting) and could unintentionally restrict broader OEM participation. Will the department accept an OEM-neutral outcome where 'new vs. returning' classification is derived using a stable identifier available from standard sources (SSO/IdP subject/claims, portal login ID, or a configurable anonymous session/user token), captured in RUM/user context and correlated with backend traces/logs, and where 'returning' is computed based on first-seen vs. subsequent sessions within configurable time windows (e.g., 7/30/365 days), with dashboards and alerts—without mandating any proprietary tracking method	As per Revised RFP	Clause remove for wider participation.

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32	63	7. Real User Experience	The solution must capture key business data—like user ID, scheme type, service request ID, or beneficiary category—directly from traces, logs, or metrics, without requiring any code changes. The proposed solution must have the capability to capture business-relevant data (e.g., user ID etc.) directly from observability signals (such as traces, logs, and metrics) without requiring any code changes in the monitored application.	The requirement to capture business data specifically from 'method arguments' without code changes implies a proprietary deep-introspection technique which is OEM-specific and restricts broader OEM participation. This method introduces significant runtime overhead, security risks (PII leakage from memory), and is often incompatible with modern, secure containerized environments. We request the Department to accept OEM neutral requirement and amend this to: **'The solution must provide zero-code capabilities to extract business context (e.g., User ID, Scheme Type) using standard, configurable mechanisms such as HTTP Header/Cookie capture, Log pattern analysis, or OpenTelemetry attributes, ensuring rich business segmentation without mandating invasive and proprietary memory scraping techniques**	As per RFP	
33	64	8. Business Analytics	The solution must capture all business transactions—such as e-Mitra payments or Jan Aadhaar authentications—along with logs, metrics, events, and traces, with maximum fidelity and minimum data loss The proposed solution must ensure complete and uninterrupted capture of all business transactions, logs, metrics, events, and traces with maximum fidelity	The requirement for "complete capture" of 100% of raw traces for all transactions is unsustainable for high-volume portals, leading to prohibitive storage costs. Modern best practices separate Metrics (100% accuracy) from Trace Storage (Intelligent Sampling). We request the Department amend this to: **"The solution must ensure 100% accountability of business metrics (transaction volumes, success rates) while utilizing Intelligent Tail-Based Sampling to retain 100% of critical traces (errors, latency anomalies) and a statistical sample of healthy traffic. This ensures maximum diagnostic fidelity for root cause analysis without the infrastructure bloat of storing 100% of repetitive healthy traces."**	As per RFP	
34	64	8. Business Analytics	The solution must support business process monitoring—e.g., tracking end-to-end flows such as RajSSO login to service fulfillment, e-Mitra payment to receipt generation, or Jan Aadhaar enrollment to verification—by correlating observability data across applications, services, and infrastructure. Business process monitoring in context with observability data.	Kindly clarify the definition and acceptance criteria for 'business process monitoring in context with observability data' for end-to-end flows (e.g., RajSSO login → service fulfillment, e-Mitra payment → receipt generation, Jan Aadhaar enrollment → verification). Will the department accept an OEM-neutral approach where E2E correlation is achieved by propagating a standard correlation identifier (e.g., trace/span IDs and/or a business transaction ID) across applications/services, and then using unified observability to correlate traces with logs and metrics for the complete journey, rather than requiring a proprietary BPM/workflow engine feature?	As per RFP	
35	64	Enterprise Grade Enablement, Maturity ,Support and Execution	The platform must include built-in AI to help operations at no additional cost—offering automated root cause analysis, anomaly detection guidance out of the box AIOps and AI-Assistance included for free	The requirement for 'AI-Assistance at no additional cost' is ambiguous regarding Generative AI (LLM) consumption. While modern platforms include AIOps capabilities (Anomaly Detection, RCA) in the base license, 'AI Assistants' (Chatbots) typically rely on Large Language Models (LLMs) which incur either Infrastructure Costs (for hosting local models) or Token Consumption Costs (for cloud models like Azure/OpenAI). Requested Amendment: We request the department to amend this clause to clarify: **'The solution must include AIOps and AI-Assistant capabilities within the standard subscription license without requiring a separate "AIOps Module" purchase. However, any variable costs associated with Generative AI (e.g., LLM Token consumption or dedicated GPU hardware for local models) shall be treated as infrastructure sizing parameters, not software licensing costs."**	As per RFP	

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36	65	Enterprise Grade Enablement, Maturity ,Support and Execution	No limits or extra costs based on the number of monitored traces/spans or containers. No extra costs for user accounts that need to access the platform. The proposed solution should AIOps and AI-Assistance included for free	The requirement for "No limits on traces" implies unlimited data ingestion at a fixed price, which ignores physical infrastructure limits. While Unlimited Users and Unlimited Containers are supportable (and preferred over per-seat/per-container models), trace volume directly dictates storage/compute needs. We request the department to amend this to: "**The solution must utilize a Resource-Based (Node-Based) licensing model that includes Unlimited User Accounts and Unlimited Container monitoring without artificial counts. The cost should be tied to the Provisioned Infrastructure Capacity (Nodes/Cores), allowing the Authority to ingest as many traces/spans as that capacity permits without incurring separate 'per-event' metering charges.**" This protects the department from "Data Tax" while respecting physical hardware limits.	As per RFP	
37	54		Payment Terms and Schedule Payment Schedule	Bidder request that the remaining 24% of the BOQ1 should be released against the additional BG which shall be provided by Bidder. Also, Invoicing for BOQ2 should be monthly in arrears.	As per RFP	
38	29	5.24.C	If the bidder i.e. rate contract holder quotes/ reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under the rate contract and the rate contract shall be amended accordingly.	It is requested that the clause is deleted and not be made applicable for the current project. The requirements of this project are unique with specific quantities and deliverables and cannot be compared to other projects elsewhere. In most major markets in which HPE conducts business, there is robust competition between suppliers in the market place and the Customer's tender processes already ensure that the Customer obtains competitive pricing. A most favoured customer pricing obligation may be either unnecessary or not feasible in practice. Hence, we request for this clause be deleted. Comparison of prices whether for an individual equipment or solution as a whole would be difficult considering the diverse nature of offerings to different customers.	As per RFP	
39	29	5.25	Risk and Cost If the bidder, breaches the contract by failing to deliver goods, services, or works according to the terms of the agreement, the procuring authority may be entitled to terminate the contract and procure the remaining unfinished goods, services, or works through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR. In such cases, the defaulting contractor bears the risk associated with their failure to fulfil their contractual obligations. If the cost of procuring the goods, services, or works from another source is higher than the original contract, the defaulting contractor is liable for the additional cost incurred by the procuring authority. The Risk & Cost amount payable by the contractor or recoveries in lieu of Risk Purchase may be recovered from supplier by encashing/invoking Bank Guarantee, Security Deposits available with PE against the same or any other contract or may be adjusted against dues payable to supplier by PE against other purchase orders/contracts/work orders etc. by any unit/region etc. of PE.	Notwithstanding anything to the contrary, the total liability of the Bidder will be limited to the amounts payable to bidder for the undelivered portion of the products, materials or services.	As per RFP	
40	36	5.37	Debarment from Bidding d. Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.	We request for deletion of this clause since bid security can be forfeited for failure to meet contractual obligations.	As per RFP	

New SR	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Response	Remarks
41	40	6.9	Delivery & Installation b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.	b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made **as per the technical specifications agreed to between the parties,**to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.	As per RFP	
42	41	6.15	15. Copyright: a. The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Govt. of Rajasthan. b. The Selected Bidder shall share and handover documents, code, scripts etc. and Intellectual Property Rights (IPR) related to the platform developed for DoIT&C/RISL at the end of the contract. In case, if the selected bidder proposes to use its Pre-Existing IPR, then the IPR will remain with the selected bidder whereas only customized code along with its IP rights will remain with RI	Request the Purchaser to kindly clarify and amend this clause so that: All pre-existing IPR of the Selected Bidder (including its standard software, products, platforms, tools, frameworks and reusable components) remains the exclusive property of the Selected Bidder. The Purchaser is granted a broad, irrevocable, perpetual, worldwide, non-exclusive, royalty-free licence to use, copy, modify and create derivative works of such pre-existing IPR solely for its internal use for the purposes of the project. IPR in deliverables developed specifically and uniquely for DoIT&C/RISL under this contract (i.e. bespoke customizations) may vest with DoIT&C/RISL, without affecting the bidder's rights in its underlying pre-existing IPR. Request you to consider the following replacement wording for Clause 15 in line with standard government ICT RFP practice: "15. Copyright and Intellectual Property Rights (IPR) a. All Intellectual Property Rights in the pre-existing work of the Selected Bidder, including but not limited to its standard software, platforms, tools, frameworks, methodologies and reusable components, shall remain the exclusive property of the Selected Bidder. The Purchaser shall not acquire any ownership rights in such pre-existing IPR. The Selected Bidder grants to the Purchaser a perpetual, irrevocable (subject to payment), worldwide, non-exclusive, royalty-free licence to use, operate, copy, install, configure, and modify such pre-existing IPR, and to create and use derivative works thereof, solely for the Purchaser's internal business purposes in relation to this project. b. All Intellectual Property Rights in the deliverables that are developed specifically and uniquely for DoIT&C/RISL under this contract (excluding the Selected Bidder's pre-existing IPR and third-party IPR) shall vest in the Government of Rajasthan. To the extent such deliverables incorporate any pre-existing IPR of the Selected Bidder, such pre-existing IPR shall remain vested in the Selected Bidder, and the Purchaser shall receive the licence described in sub-clause (a) above. c. The Selected Bidder shall, at the end of the contract, hand over to DoIT&C/RISL all deliverables, documentation, configuration details, customized code, and other materials developed specifically for the Purchaser under this contract, together with any licence keys or other artefacts necessary for continued use of the solution, in accordance with the licence rights granted herein. d. In case the solution includes third-party software or components, the ownership of such third-party IPR shall remain with the respective third party and the Purchaser shall be entitled to use such components in accordance with the applicable third-party licence terms."	As per RFP	

New SR	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Response	Remarks
43	42	6.16	Confidential Information ... f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.	We cannot agree to perptual confidentiality obligations. We request that obligation to maintain confidentiality be restricted for a period of 2 years after termination/expiry of the engagement.	As per RFP	
44	42	6.18	Extension in Delivery Period Liquidated Damages (LD) As per RFP ... ii) The maximum amount of liquidated damages shall be 10% . The percentage refers to the payment due for associated milestone. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".	We request that any LD and penalties be recovered from the bidder at the end of the contract and not from the payments due to the bidder. **please add:** **Notwithstanding anything to the contrary, the overall cumulative liquidated damages and penalties (both combined) for failure to meet any schedules or SLAs will be limited to a maximum of 10% of the annual contract value. Any LD and penalties will be recovered from the vendor only at the end of the contract and not from the payments due to the vendor.** **Any failure or delay by HPE will be excused if it was caused by:** **-Customer or Customer's affiliates, agents or contractors.** **-Force majeure event** **-Reliance on Customer instructions, authorisations, approvals or other information** **-A third party not under the control of HPE**	As per RFP	

New SR	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Response	Remarks
45	44	6.19	Patent Indemnity: As per RFP	Request for the indemnity clause be modified as below as follows: Patent Indemnity a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with subclause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any ~~and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer third party suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature (including attorney's fees and expenses) which are made against the Purchaser as a result of~~ third party claims, arising from any infringement ~~or alleged infringement~~ of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: - i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and ii. the sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract. b) If any ~~proceedings are brought or any claim is made against the Purchaser~~ third party proceedings are brought or any third party claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing. e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer third party suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature (including attorney's fees and expenses) which are made against the supplier/ selected bidder as a result of third party claims, arising from any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the	As per RFP	

New SR	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Response	Remarks
46	45	6.2	Limitation of Liability Except in cases of gross negligence or wilful misconduct: - a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.	Limitation of Liability a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and **[We request that any indirect or consequential damages, including for LDs, be excluded from claims considering the same would not be foreseeable by the bidder.]** b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total contract value amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement. **[We request that the cost of repairs and replacements be covered under the LOL Cap]** **Neither party may recover from the other party any amounts in respect of losses that would not have been suffered or incurred if that party had taken reasonable steps to minimise its losses.**	As per RFP	
47	46	6.21	Force Majeure	We request for the following to be added: **Any termination right arising from a Force Majeure Event will be deemed a termination for convenience. Accordingly, HPE will be paid the termination fees for termination arising due to a Force Majeure Event.** **The Force Majeure Event will not affect the payment obligations of the customer falling due during the force majeure event or for services and products delievered prior to the termination due to Force Majeure.** **Invocation of Force Majeure provisions will not be linked to acceptance by either party of the said Force Majeure event.** **Notwithstanding anything to the contrary, 'liquidated damages' provisions and 'penalty' provisions will not apply in case of a Force Majeure Event.**	As per RFP	

New SR	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Response	Remarks
48	46	6.23	Change Order and Contract Amendments: a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: - 1. the related services to be provided by the supplier/ selected bidder. b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order. c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.	Request to delete the clasue. We can only accept the mutually agreed change Order if it is addtion to the project and is crucial for the success of this project. We cannot accept this clause because it grants the customer unilateral and broad powers to change the contract at any time without requiring the bidder's consent, which undermines the principle of mutual agreement essential to contract law. This creates significant uncertainty and risk for the bidder, as changes could materially alter the scope and commercial terms without fair negotiation. Furthermore, the limited timeframe to claim adjustments for cost or schedule impacts is unreasonable and restricts the bidder's ability to recover legitimate expenses. The clause also lacks clear dispute resolution mechanisms, potentially forcing the bidder to comply with changes while bearing unresolved risks. These factors unfairly disadvantage the bidder and expose them to disproportionate financial and operational risks, making the clause unacceptable from the bidder's perspective.	As per RFP	

New SR	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Response	Remarks
49	46	6.24	a) Termination for Default - tender sanctioning authority of RISL may, without prejudice to any other remedy under the provisions of the Act, the Rules or for breach of Contract, by Notice of default giving two weeks' time to the Supplier, may terminate the Contract in whole or in part:- a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by PE; or b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or c. If the supplier/ selected bidder/authorised partner, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract. d. If the supplier/ selected bidder commits breach of any condition of the contract. If Procuring Entity terminates the contract in whole or in part, amount of EMD/PSD may be forfeited. In the event the Procuring Entity terminates the Contract in whole or in part, by Termination for Default, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods , Services and Works similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such Goods, Works or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity. 2. Termination for Insolvency PE may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to PE . 3. Termination for Convenience I. The Contract may terminate , in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated and the date upon which such termination becomes effective. II. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination. III. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the	a) Termination for Default - The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or for breach of Contract, by Notice of default giving two weeks' time to the Supplier, **and a subsequent cure period of not less than 30 days,** may terminate the Contract in whole or in part I. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by PE; or II. If the supplier/ selected bidder fails to perform any other **material** obligation under the contract within the specified period of delivery of service or any extension granted thereof; or III. If the supplier/ selected bidder/authorised partner, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract. IV. If the supplier/ selected bidder commits **a material** breach of any condition of the contract. **[A 'material breach' of contract is a failure to perform the contract that strikes the very center of the contract and defeats the very purpose of entering into the contract.]** **Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.** If Procuring Entity terminates the contract in whole or in part, amount of PSD may be forfeited. In the event the Procuring Entity terminates the Contract in whole or in part, by Termination for Default, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods , Services and Works similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such Goods, Works or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.**The bidder shall only be liable to make good to the procuring entity any loss or damage incurred consequent to the non-delivery/installation failure of materials, products or services as stipulated under the Limitation of Liability provision.** b) Termination for Insolvency PE may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to PE . c) Termination for Convenience I. The Contract may terminate , in whole or in part, at any time for its convenience **subject to a notice period of not less than 90 days**. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated and the date upon which such termination becomes effective. II. Depending on merits of the case the supplier/ selected bidder may be	As per RFP	

New SR	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Response	Remarks
50	50	6.26	Settlement of Disputes: a) General: If any dispute arises between the supplier/ selected bidder and RISL during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder. b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (RISL) ⬜ Chairman of BoD of RISL : Chairman ⬜ Secretary, DoIT&C or his nominee, not below the rank of Deputy Secretary : Member ⬜ Managing Director, RISL : Member ⬜ Director (Technical)/ Executive Director, RISL : Member ⬜ Director (Finance), RISL : Member ⬜ A Legal Expert to be nominated by the Chairman : Member c) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the RISL's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision. d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes. 32) All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.	Settlement of Disputes: a) General: If any dispute arises between the supplier/ selected bidder and RISL during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder. b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (RISL) ⬜ Chairman of BoD of RISL : Chairman ⬜ Secretary, DoIT&C or his nominee, not below the rank of Deputy Secretary : Member ⬜ Managing Director, RISL : Member ⬜ Director (Technical)/ Executive Director, RISL : Member ⬜ Director (Finance), RISL : Member ⬜ A Legal Expert to be nominated by the Chairman : Member c) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the RISL's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision. d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes. 32) All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.	As per RFP	

New SR	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Response	Remarks
51	51	6.28	Price Fall: a) The prices under a rate contract shall be subject to price fall clause as per as per Rule 29 (2)(h) of RTPP Rules 2013. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days' time to intimate their acceptance to the revised price. AFT b) Similarly, if a parallel contract holding firm reduces its price during currency of the contract, its reduced price shall be conveyed to other parallel contract holding firms and the original contract holding firm for corresponding reduction in their prices. If any contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted. c) Selection under the Contract does not ensure any work order to be given, and there shall not be any guarantee on minimum quantity of order to be given to any of the successful bidders. d) For bids invited for Fixed Quantity as one package the evaluation would be done for all the items of the package put together. The item(s) for which no rates has/have been quoted or left blank would be treated as zero i.e. the bidder will supply these item(s) free of cost and the total amount would be computed accordingly. There is no option with Bidder to submit quote for partial quantity of any items. Procuring Entity will award contract to the lowest priced responsive bidder for this whole package together. Discounts of any kind shall not be considered. e) For bids invited as item-wise, the bid evaluation would be done for each item separately. There is no option with Bidder to submit quote for particle quantity for any items. If the Bidder does not want to Bid for a particular item, then it should be left blank or filled Zero. Procuring Entity will award the contract for each item separately to the lowest priced responsive bidder for that item. Discounts of any kind shall not be considered. f) Bid prices should be FOR / FOB. Bid prices should be inclusive of all other taxes, levies, octroi , insurance etc. but excluding of GST/CST.	It is requested that the clause is deleted and not be made applicable for the current project. The Price Fall clause in its present form creates an unlimited and unquantifiable commercial risk for HPE, while giving no committed business in return. It automatically forces HPE to reduce its contracted prices to match any lower price offered to any other customer in the State for "similar" goods/services, regardless of differences in configuration, quantity, term, or competition. Combined with parallel rate contracts, no minimum quantity commitment and the treatment of unquoted items/discounts in evaluation, HPE would be compelled to build a heavy risk premium into its prices or avoid offering competitive prices in other Rajasthan opportunities, which is contrary to the principles of fair competition and value for money under the RTPP framework (Rajasthan Transparency in Public Procurement Act, 2012 and the Rajasthan Transparency in Public Procurement Rules, 2013). Hence, HPE requests deletion of the Price Fall clause (a)–(f) for this RFP. Also, in case of price increase, we are not charging anything over and above what is committed in the Fixed Price contract. In lieu of this, price reduction will also not be passed on, since this will be a Fixed Price engagement.	As per RFP	
52	53	7	Payment Terms and Schedule: c) Due payments shall be made promptly by the purchaser, generally within sixty (60) days or as early as possible after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.	As against the specified term on this clause, we request to kindly change the clause to "within 30 days" instead of "within 60 days. "Due payments shall be made promptly by the purchaser, generally within thirty (30) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it."	As per RFP	
53	55	7.B	Maximum penalty shall not be more than 20% of the total order value.	"Due payments shall be made promptly by the purchaser, generally within thirty (30) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it."	As per RFP	

New SR	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Response	Remarks
54			Additional clause requested to be inserted	The parties agree to not assign any Intellectual Property Rights owned by either party (including, in the case of Vendor, Intellectual Property Rights owned by any of its group companies, its affiliates, sub-contractors and licensors) existing as at the date of the contract or modifications, or which is created by Vendor, its affiliates and licensors independently of the contract. Each party licenses the other to use those of its pre-existing/background Intellectual Property Rights as reasonably required to facilitate the performance of the contract. No transfer of ownership of any intellectual property occurs under the contract. The Purchaser grants to the Vendor, a non-exclusive, worldwide, royalty-free right and licence to any intellectual property that is necessary for Vendor and its designees to perform it obligations under the contract. If deliverables are created by Vendor specifically for the Purchaser and identified as such in supporting material, then upon payment of applicable fees in full towards such deliverables, Vendor grants the Purchaser a worldwide, limited, non-exclusive, fully paid, royalty-free licence to reproduce and use copies of the deliverables internally. For the purposes of the contract, Intellectual Property Right(s) means copyrights (including rights in computer software), patents, trade marks, trade names, service marks, business names (including internet domain names), design rights, rights in databases, semi-conductor topography rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)) and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including applications to register or rights to apply for registration) which may now or in the future subsist anywhere in the world, ("IPR").	As per RFP	
55			Additional clause requested to be inserted	Acceptance Acceptance of products and services occurs on delivery. The acceptance process (if any) for consulting deliverables will be specified in the [Statement of Work]. The Acceptance of Deliverables, will be tied to objective criteria, and there will be a formal procedure for delivery, review and acceptance, with specific time limits, where the Customer must not unreasonably withhold or delay approval, and Deliverables placed in production must be paid for. Product Separation The acceptance criteria or procedures set forth will only apply to the products and/or services provided under this RFP. Such criteria will not apply to anything HPE may supply (or has supplied) to Customer, regardless of whether items can be used in connection with the producs and/or services provided under this RFP. The customer shall conduct acceptance tests within 7 days of receipt of notice from HPE that the deliverables are ready for acceptance. The deliverables shall be deemed to be accepted (Deemed Acceptance) upon the failure to conduct acceptance test within 7 days (as above) or when the customer uses the deliverables for productive purposes. HPE shall be given a reasonable time period to rectify material non-conformance upon receipt of notice from customer with appropriate details of material non-conformance.	As per RFP	

New SR	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Response	Remarks
56			Additional clause requested to be inserted	(a) Bidder will be not in breach of any of its obligations, or be liable under an indemnity, to the extent that the Bidder's act or omission which would constitute such a breach, or give rise to liability under an indemnity or otherwise, is caused by an act or omission either of (i) the Customer, a third party, affiliate, agent or contractor of Customer, (ii) a force majeure event, (iii) reliance by HPE of Customer's instructions, authorisations, approvals, or other information (b) Bidder may rely upon any instructions, approvals or other information provided to Bidder by the Customer. Unless Bidder knew of any error, incorrectness or inaccuracy in such instructions, approvals or other information, Bidder is not liable on any basis for compliance with or reliance upon any such instructions, approvals or other information. (c) Neither party may recover from the other party any amounts in respect of losses that would not have been suffered or incurred if that party had taken reasonable steps to minimise its losses.	As per RFP	
57	71	Annexure 6	We undertake to provide OEM Warranty for the offered Hardware/ Software, as mentioned above, for 3 Years. We hereby confirm that the offered Hardware/ Software is not likely to be declared as End- of-Sale within next 12 months from the date of bid submission. We hereby confirm that the offered Hardware/ Software is not likely to be declared as End- of-Service/ Support within next 5 years from the date of bid submission.]	HPE's service, product, support and warranty commitments do not cover claims resulting from the following and HPE may charge separately for services relating to such claims at the applicable published service rates: (a) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable supporting material; (b) modifications or improper system maintenance or calibration not performed or authorised by HPE; (c) failure or functional limitations of any non-HPE software or product impacting systems receiving HPE support or service; (d) malware (e.g. virus, worm etc.) not introduced by HPE; (e) abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HPE's reasonable control; (f) use of HPE-branded hardware and software in combination with non-HPE branded products except where authorised or recommended by HPE. To the full extent permitted by law, HPE: (a) excludes all representations, warranties, terms and conditions, whether express or implied (and including those implied by statute, custom, law or otherwise), except as expressly set out in this Agreement; (b) does not give any warranty, representation or guarantee: (i) that any Deliverable, Product, advice, report, data or HPE Service is free from errors or will operate uninterrupted or error-free, (ii) that the HPE Services, Products or Deliverables will ensure or enable the achievement of any desired business results for Customer not documented in the agreed specifications All third party products are supplied in accordance with the third party's standard terms, including as to licences and warranties.	As per RFP	
58	76	ANNEXURE-10	ANNEXURE-9: FINANCIAL BID COVER LETTER & FORMAT We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.	It is submitted that certain terms of the RFP need modification and all such terms may not be discussed during the pre-bid stage. It is hence requested to permit bidders to submit their revisions, suggestions, additions etc. to the terms of the RFP as part of the bid submission.	As per RFP	

New SR	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Response	Remarks
59	77	ANNEXURE-11	BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG) 4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RISL and it is further declared that it shall not be necessary for the RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RISL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.	BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG) 4. We.....................(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and **effective up to <DATE>** a effect until it is released by the RISL and it is further declared that it shall not be necessary for the RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RISL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.. **[We cannot provide a perpetual bank guarantee. BG validity period to be as per contract validity period. In addition, PBG must only be invoked for material breaches subject to a prior notice and cure period of not less than 30 days]**	As per RFP	
60	85	ANNEXURE-14	ANNEXURE-14: INDICATIVE CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT	We request that the obligations to maintain confidentiality under the NDA be restricted to five years from the date of termination/expiry of the agreement and that the confidentiality obligaitons apply to the purchaser as well. **The obligations to maintain confidentiality under the provisions of this NDA shall survive during the course of the Contract and for a period of three (3) years after completion or termination, for whatever reason, of the Contract.** **To the extent the Selected Bidder shared any confidential information with the Purchaser, the obligations of this CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT shall apply mutatis-mutandis to the Purchaser**	As per RFP	
61	38	5	**Right to vary quantity** a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents. b) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract. c) Orders for additional quantities may be placed on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under :- a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and b. 50% of the value of goods or services of the original contract.	Bidder request that Any additional quantities beyond that covered in point a above will be done via a Change Request.	As per RFP	

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New SR	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Response	Remarks
62	29	5.24	Right to vary quantity: Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract. c) Orders for additional quantities may be placed on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under :- a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and b. 50% of the value of goods or services of the original contract. C. If the bidder quotes/ reduces its price to render similar goods, works or services at a price lower than the work order / contract price to anyone in the State at any time during the project, any additional order [repeat orders for extra items or additional quantities] shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under the project and the work order/ contract shall be amended accordingly. The bidder shall be responsible to intimate RISL about the price fall. As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided among the L1, L2, L3 bidders. If quantity is divided between L1 and L2, the ratio shall be 80:20. If quantity is divided among L1, L2, L3, the ratio shall be 70:20:10 or deemed appropriate by Purchase Committee.	Bidder equest that Additional quantities will be dealt by way of a Change Request.	As per RFP	
63	58	6	Delivery period & Extent of Quantity – Repeat Orders a) The time specified for delivery shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the Purchase Officer. b) The selected bidder shall arrange supplies within the stipulated time period. c) If the orders are placed in excess of the quantities, the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the bidding document. If the bidder fails to do so, the Purchase Officer shall be fee to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the bidder.	Bidder equest that Additional quantities will be dealt by way of a Change Request.	As per RFP	
64	15	Annexure 2, Page 57	The platform must be completely deployable on-premises and operate in air gap (except infra to observe) without any dependency on 3rd party components.	Please clarify preferred deployment topology (active-active vs active-passive) and whether air-gapped deployment is mandatory across all RSDC sites including DR.	Clarification Provided	Active - Passive can be maintain in case of DR.
65	16	Clause 4.3(b)	The proposed solution installation and configuration should be capable to handle following from day one a) User Monitoring session : 10,00,00,000 average time or above per year b) Monitored Metrics & Events (Infra, Network, Database, Message queues) :Unlimited	The RFP specifies support for 1,000,000,000 user monitoring sessions per year. Please confirm whether this applies only to RUM or includes synthetic monitoring as well.	Clarification Provided	It will include both RUM and Synthetic monitoring
66	16	Clause 4.3(b)		Please clarify whether the stated volume of user monitoring sessions is expected to be evenly distributed or peak-load concentrated.	Clarification Provided	It depend on case to case basis.
67	16	Clause 4.3(b)	b) Monitored Metrics & Events (Infra, Network, Database, Message queues) :Unlimited	Metrics and events are stated as unlimited. Please clarify if any soft limits apply to metrics cardinality, log ingestion rate, or trace span volume.	As per RFP	
68	17	Clause 4.7(f)	f. The solution should be able to keep at least six months data online while backup of older data as per RSDC policy with available backup solution, and restorable whenever required by solution's application.	Please confirm whether six months of online retention applies uniformly to metrics, logs, traces, and RUM data.	Clarification Provided	Yes

Pre-Bid Response for Procurement of APM / Observability Software Solution with Services for 3 Years

New SR	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Response	Remarks
69	17	Clause 4.7(a,b)	a. The proposed solution should be able to integrate with Active Directory/LDAP/PIM for user authentication or with any other solution/tool as stated by the tendering authority in order to have control and visibility. b. Proposed solution Should support integration with existing AD based SSO along with functionality to create application specific users with role-based access control list.	Please confirm supported authentication protocols for AD/LDAP/PIM and SSO (Kerberos, SAML, OAuth2, OIDC) and whether multi-domain AD forests are in scope.	Clarification Provided	The bidder has to integrate with specified tools.
70	17	Clause 4.7(d)	d. The logs should be integrated with SIEM.	Please specify the SIEM platforms currently deployed at RSDC and the expected integration mechanism (push, pull, or bidirectional).	Clarification Provided	Yes
71	17	Clause 4.7(c,e)	c. The proposed solutions shall be tightly integrated with all existing setup, infrastructure, RSDC's existing Security Solutions and Network etc.. e. The proposed solution should be able to integrate with other third-party monitoring tool as and when required.	Please list existing security and network tools (WAF, NDR, EDR, firewalls, load balancers) with which tight integration is expected.	As per Revised RFP	As per annexue -18 of Revised RFP
72	11 / 15	Clause 2.1 / 4	RSDC hosts numerous high-transaction, mission-critical applications and web portals built on diverse technology stacks such as .NET, JAVA, PHP, MS-SharePoint, Adobe Experience Manager (AEM), and HTML5.	Please confirm whether both legacy monolithic applications and modern microservices architectures are in scope.	Clarification Provided	Yes
73	16	Clause 4.4(a)	a) The bidder shall deploy Oneonsite senior technical resources , employed on their own payroll ,with having the below mentioned educational & experience for the day-to-day maintenance, monitoring and integration of APM & Observability Software for a period of three years from the date of Installation of the Software in RSDC.	Is the onsite senior technical resource expected to support all RSDC locations including DR, and what are the expected working hours (business hours vs 24x7 on-call)?	Clarification Provided	Please refere clause E of ANNEXURE-1: BILL OF MATERIAL (BoM)
74	16	Clause 4.4(c)	c) The bidder shall be responsible for deploying the latest updates, patches and upgrades as and when released by the respective OEM.	Please clarify if the update/patch needs to be deployed by onsite technical resource or OEM, SLA expectations for upgrades, patches, and version updates	Clarification Provided	update/patch needs to be deployed by onsite technical resource, If required OEM support may be seeked onsite/remotely.
75	16	Clause 4.4(d,e)	d) The OEM product specialist shall submit at least two Problem Analysis Reports and two Monitoring Findings Reports & discuss with the application team in each quarter, based on applications selected by the RISL team. e) Once in a quarter KPI reviews evidence baseline or improvement suggestions by OEM product specialists based on submitted findings reports to them.	Are standard OEM templates acceptable for quarterly reports, or will RISL provide prescribed formats?	Clarification Provided	As per mutualy aggreed templates/format
76	17	Clause 4.7(f)	f) The bidder shall also be responsible for providing insights of monitored applications selected by the which shall be covered Application, Database, User level, Infra and underlying network monitoring/error reports.	Please confirm backup frequency, retention, RPO/RTO expectations, and encryption requirements as per RSDC policy.	Clarification Provided	Yes
77	12	4	The bidder must have successfully implemented Application Performance Monitoring (APM) software in at least one Government, PSU, or BFSI organization in India within the last three (3) years from the bid submission date. The scope of work should have included supply of license, installation, integration, and maintenance, with an order value of not less than Rs. 3.00 crores. OR Two orders of 2 Crores each.	For wider participation we request you to kindly amend this clause as: The bidder must have successfully implemented Application Performance Monitoring (APM) software in at least one Government, PSU, or BFSI organization in India within the last three (3) years from the bid submission date. The scope of work should have included supply of license, installation, integration with an order value of not less than Rs. 3.00 crores. OR Two orders of 2 Crores each.	As per RFP	
78	16	4.4 (g)	Necessary Infra will be provided by the RISL for APM/ Observability Software deployment.	As per our understanding bidder have to provide hardware sizing and RISL will provide the required hardware/OS/DB, etc. as per the sizing shared by bidder/OEM. Kindly confirm.	Clarification Provided	Yes
79	17	4.7	Integration	As per our understanding the proposed solution should be able to integrate with Active Directory/LDAP/PIM or existing AD based SSO. And the supply of these tools are not in the scope of bidder/OEM. Kindly confirm.	Clarification Provided	Yes
80	62	Annexure 2: Technical Specification	Enable RUM without making manual changes to your web application. Just turn it on and it works.	Rephrase it as "Enable RUM without making changes to core application code/logic" as the current mechanism seems very restrictive.	As per Revised RFP	Enable RUM without making changes to core application code/logic

New SR	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Response	Remarks
81	12	3. Pre-Qualification/ Eligibility Criteria Sr. No. 4 Technical Capability	The bidder must have successfully implemented Application Performance Monitoring (APM) software in at least one Government, PSU, or BFSI organization in India within the last three (3) years from the bid submission date. The scope of work should have included supply of license, installation, integration, and maintenance, with an order value of not less than Rs. 3.00 crores. OR Two orders of 2 Crores each.	Technical Capability "The bidder must have successfully implemented Application Performance / Application Security Solution software in at least one Government/ PSU /BFSI organization in India within the last three (3) years from the bid submission date. The scope of work should have included supply of license successfully implemented and running with an order value of not less than Rs. 2.00 crores. OR Two orders of 1 Crore each".	As per RFP	
82	12	3. PRE-QUALIFICATION / ELIGIBILITY CRITERIA	Technical Capability - The bidder must have successfully implemented application performance monitoring (APM) software in atleast one government, PSU, or BFSI organization in India within the last three (3) years from the bid submission date. The scope of work should have included supply of license, installation, integration, and maintenance, with an order value of not less than Rs. 3.00 crores. OR Two orders of 2 Crores each.	Kindly modify the clause as following: The bidder must have successfully implemented application performance monitoring (APM) software or **Digital experience monitoring (DEM)/Unified communication and collaboration (UC&C) performance monitoring solution** in atleast one government, PSU, or BFSI organization in India within the last three (3) years from the bid submission date. The scope of work should have included supply of license, installation, integration, and maintenance, with an order value of not less than Rs. 3.00 crores. OR Two orders of 2 Crores each. Justification: This will increase participation in the bid and shall not compromise with the technical eligibility of bidder as such solution also need similar skill sets.	As per RFP	
83	53	A. Payment Terms and Schedule	Milestone - Supply of licenses, Installation , Configuration Support, & Maintenance and Providing updates, patches & upgrades for a period as specified in Bill of Material (Annexure-1) and Scope of Work Deliverables:Delivery challan, Installation Report, UAT, OEM support Payment: 70% of total quoted CAPEX amount. Deliverables:Traning Report, Product Certification for Dept. person, Satisfactory report by PoIC Payment: 6% of total quoted CAPEX amount. Deliverables: Half yearly satisfactory report for Product verified and manpower verified technical resource's attendance + details of work done during the respective half year) Payment: 4% of remaining capex in every 6 Months (6 installment) + Half yearly amount quoted against opex	We request to please make the changes as following: Milestone - Supply of licenses, Installation , Configuration Support, & Maintenance and Providing updates, patches & upgrades for a period as specified in Bill of Material (Annexure-1) and Scope of Work Deliverables:Delivery challan, Installation Report, UAT, OEM support Payment: 84% of total quoted CAPEX amount. Deliverables:Traning Report, Product Certification for Dept. person, Satisfactory report by PoIC Payment: 10% of total quoted CAPEX amount. Deliverables: Quarterly satisfactory report for Product verified and manpower verified technical resource's attendance + details of work done during the respective quarter) Payment: 0.5% of remaining capex in every 3 months (12 installment) + Quarterly amount quoted against opex	As per RFP	
84	15	4 - Scope	Minimum Monitoring Units – 100	How many VM and Worker nodes need to be monitored ? Can you please be specific removing minimum word	Clarification Provided	Please design the SKU in a way that minimum 100 licences should have capable to fullful the technical specification of minimum monitoring units(App/DB/Infra/log etc.).
85	62	7- Real User Exp	Mask sensitive data in session - such as Aadhaar, mobile numbers, or bank details—without requiring any code changes in your application.	Please revise with minimal code changes Please revise - Mask sensitive data in session - such as Aadhaar, mobile numbers, or bank details—with minimal code changes in your application.	As per RFP	

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New SR	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Response	Remarks
86	63	7- Real User Exp	To compare application performance between different networks, geo location the solution must have the capability to provide users IP address, ISP, Geo location, download speed details etc Browser type, Device, Location analytics for 100% users.	Please remove ISP, download speed details Please revise to - To compare application performance between different networks, geo location the solution must have the capability to provide users IP address, Geo location etc Browser type, Device, Location analytics for 100% users	As per Revised RFP	Terms ISP, download speed details removed from RFP
87	63	7- Real User Exp	The solution must capture key business data—like user ID, scheme type, service request ID, or beneficiary category—directly from traces, logs, or metrics, without requiring any code changes. The proposed solution must have the capability to capture business-relevant data (e.g., user ID etc.) directly from observability signals (such as traces, logs, and metrics) without requiring any code changes in the monitored application.	Please revise - with minimal code changes in the monitored application Please revise to - The solution must capture key business data—like user ID, scheme type, service request ID, or beneficiary category—directly from traces, logs, or metrics, without requiring any code changes. The proposed solution must have the capability to capture business-relevant data (e.g., user ID etc.) directly from observability signals (such as traces, logs, and metrics) with minimal code changes in the monitored application.	As per RFP	
88	63	8-Business Analytics	Title	Please rename the title as - Technical Tracing from Business Analytics	As per RFP	
89	64	8-Business Analytics	The solution must auto-enrich business events—like errors or service disruptions—with real-time context such as service name, app module, infra node, container ID, or cloud resource, to enable faster root cause analysis across application, infra, and network layers.For faster root cause analysis and correlation across the full stack, including application, infrastructure, and network layers. The proposed solution must have the capability to automatically enrich business events (e.g., errors, performance anomalies, or service disruptions) with real-time topology attributes such as service name, application component, infrastructure node, container ID, cloud resource, and dependency path.	Please Revise with Technical Transactions as we do not cover Business Transactions which could be anything non technical requirement.Real time APM does not include this. Please revise to - Solution should be able to provide Technical Transactions. The Solution must provide error in context to the transaction to enable faster root cause analysis across applications. The proposed solution must have the capability to enrich with real-time custom attributes.	As per RFP	
90	64	8-Business Analytics	The solution must capture all business transactions—such as e-Mitra payments or Jan Aadhaar authentications—along with logs, metrics, events, and traces, with maximum fidelity and minimum data lossThe proposed solution must ensure complete and uninterrupted capture of all business transactions, logs, metrics, events, and traces with maximum fidelity	Please Revise with Technical Transactions as we do not cover Business Transactions which could be anything non technical requirement.Real time APM does not include this. Please revise to - Solution should be able to provide Technical Transactions. The solution must capture all technical transactions—such as e-Mitra payments or Jan Aadhaar authentications—along with logs, metrics, events, and traces, with 100% fidelity and zero data loss. The proposed solution must ensure complete and uninterrupted capture of all traces, logs, metrics, events, and traces with 100% fidelity	As per RFP	
91	64	8-Business Analytics	The solution must support business process monitoring—e.g., tracking end-to-end flows such as RajSSO login to service fulfillment, or Jan Aadhaar enrollment to verification—by correlating observability data across applications, services, and infrastructure. Business process monitoring in context with observability data.	Please Revise with Technical Transactions as we do not cover Business Transactions which could be anything non technical requirement.Real time APM does not include this. Please revise to - Solution should be able to provide Technical Transactions. The solution must support transaction monitoring—e.g., tracking end-to-end flows such as RajSSO login to service fulfillment, e-Mitra payment to receipt generation, or Jan Aadhaar enrollment to verification—by correlating observability data across applications, services, and infrastructure.	As per RFP	
92	64	8-Business Analytics	The solution must support business process monitoring—e.g., tracking end-to-end flows such as RajSSO login to service fulfillment, e-Mitra payment to receipt generation, or Jan Aadhaar enrollment to verification—by correlating observability data across applications, services, and infrastructure.	Please remove as this is duplicate	As per RFP	
93	65	10	Should have been implemented and operational in at least 5 cumulative Government / PSU / BFSI organizations in INDIA for the past 5 years in the production environment (Annexure-16). - Above work order value should not be less than 1 CR each	Can you please remove the valuation of 1 cr each as we would not be able to provide the proof due to orgaization restrictions	As per RFP	