

| NOTICE INVITING TENDER FOR SELECTION / HIRING OF DATA CENTRE SERVICE PROVIDER FOR CO-LOCATION OF DISASTER RECOVERY SOLUTION | | | | | |
|---|---------|-----------|--|---|--|
| Qry No | Page No | Clause No | Existing Tender Clause | Modification / Suggestion Requested | Reason for request |
| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? |
| 2 | Page 10 | 2.2.21 | iii. Successful Bidder shall submit a copy of back to back agreement (if Applicable) with OEMs within 15 days of issue of Purchase Order. | We propose deletion of this clause since Bidder cannot disclose the terms of agreement with OEM due to non-disclosure obligations agreed with OEM under those contracts. However, a declaration can be provided to meet the expectation here. | We propose deletion of this clause since Bidder cannot disclose the terms of agreement with OEM due to non-disclosure obligations agreed with OEM under those contracts. However, a declaration can be provided to meet the expectation here. |
| 3 | Page 10 | 2.2.22 | <p>Risk Purchase - Balmer Lawrie reserves to itself the following in respect of this Contract without entitling the Contractor for any compensation.</p> <p>i. If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of Balmer Lawrie, whose decision shall be final and binding on the contractor, Balmer Lawrie reserves the right to get the work done by other parties at the cost and risk of the contractor.</p> <p>ii. Any recovery of the cost incurred / LD shall be effected from the amount payable to the contractor and Performance Bank Guarantee wherever applicable.</p> | On failure of Bidder to supply the services, Customer has right to charge liquidated damages/penalties in the RFP, in presence of such deductions in the RFP, liability on Bidder to bear the cost for replacement services on account of termination is not acceptable and should not be made applicable on Bidder. Customer's sole remedy for any service failure shall remain limited to penalties/liquidated damages. | |

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| 4 | Page 13 | 2.2.30 | <p>2.2.30 Foreclosure - If at any time after acceptance of the tender BL shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Project-in-charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at contract rates full amount for work executed at site as certified by the internal review committee of BL.</p> | <p>Bidders requests inclusion of 30 days' time period prior to foreclosure.</p> <p>What will happen if customer signs the CoF and we procure HW/SW/licenses from OEM and later customer abandons the project? This will lead to heavy financial losses to supplier, and hence in the alternative we suggest to remove this clause.</p> | |
| 5 | Page 13 | 2.2.31 | <p>Disclosure - The Bidder must declare whether the proprietors/ partners of the firm/ Directors of the limited company has any relation with any director of BL including its subsidiaries and Joint Ventures and if so, the details or the relation thereof must be disclosed in the bid response.</p> | <p>Bidder request this clause to be modified as under:- Disclosure - We hereby certify, to the best of our knowledge, that the proprietors/ partners of the firm/ Directors of the limited company do not have any relation with any director of BL including its subsidiaries and Joint Ventures</p> | |

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| 6 | Page 13 | 2.2.33 | <p>Right of Visit - BL reserves the right to visit bidder's premises without prior notice to ensure that BL's equipment hosted at the site are not misused.</p> | <p>Bidder requests that clause be amended to cover following aspects:</p> <ul style="list-style-type: none"> • Bidder records wrt matters covered by this RFP shall be made available to the Customer, subject to Customer providing not less than 30 days' prior written notice to Bidder or its designees of any such audit, at any time during normal business hours, to audit, examine the relevant data. • Such audit will be subject to Customer and auditors entering into confidentiality agreement with the Bidder and no conflict of interest. • The auditors would be permitted to submit their findings to the Customer. • The cost of the audit to be borne by the Customer. • The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection/audit. • The audit shall be conducted not more than once in a calendar year and remote hands fee be applicable to the same. "Remote Hands Fee(s)" shall mean Bidder's standard rates for any facility under audit and are intended to compensate Bidder's costs for providing Customer access to Bidder's facilities and personnel during the audit. | |

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| 7 | Page 26 read with Page 47 | SECTION-3 : MANDATORY QUALIFYING CRITERIA and Annex 6 | <p>We do hereby declare and affirm that we have not been blacklisted/debarred by any Government Departments, Agencies or Public Sector Undertakings in India as on the date of submission.</p> | <p>Bidder request this clause to be modified as under: We do hereby declare and affirm, to the best of our knowledge, that we have not been blacklisted/debarred by any Government Departments, Agencies or Public Sector Undertakings in India as on the date of submission.</p> | |
| 8 | Pages 33 | 5.2 Delivery Schedule | <p>5.2 Delivery Schedule</p> <p>NOTE - iii. Any delay in the above timelines may attract delivery penalties as stated below:</p> <p>a. In the event of delayed delivery i.e. delivery after the expiry of eight weeks from the date of purchase order, the vendor shall be liable to pay a penalty at a percentage on the annual order value; subject to a maximum of 20% (twenty percent) as detailed below.</p> <ul style="list-style-type: none"> • 2% per week for first month (8%); • 4% per week for 3 weeks of second month (12%); <p>(For the purpose of this clause, part of the week is considered as a full week)</p> <p>Any recovery of penalties (Liquidated Damages) shall be effected from the amount payable to the Contractor and Performance Bank Guarantee.</p> <p>In case the project timeline exceed 14 weeks (project completion timelines of 8 weeks + delay of 6 weeks), BL reserves the right to encash the performance bank guarantee (PBG) of 20% order value and cancel / foreclose the contract.</p> | <p>We propose to amend clause to include additional 30 days' time period must be provided prior to levy of these penalties. Both parties agree to mutually discuss penalties applicable to this deal and must be capped to 2% of annual contract value. Further, penalties shall only apply in cases where failure is solely attributable to Bidder and at no fault of Customer or other third party or force majeure event. Lastly, invocation of PBG by Bank must also only happen in case non-performance of services is solely attributable to Bidder's default and at no fault of Customer/other third party.</p> | |

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| 9 | Page 34 | 5.3 Terms of Payment | <p>5.3viii BL shall have the right to withhold any payment due to the DCSP, in case of delays or defaults on the part of the DCSP. Such withholding of payment shall not amount to a default on the part of BL.</p> | <p>Customer's sole remedy for any such delays shall remain limited to penalties for liquidated damages. Hence , we propose to delete this clause</p> | <p>Customer's sole remedy for any such delays shall remain limited to penalties for liquidated damages. Hence , we propose to delete this clause</p> |
| 10 | Page 35 | SECTION-5 : COMMERCIAL TERMS & CONDITIONS | <p>Payments shall be made promptly by Balmer Lawrie, but in no case later than sixty (60) days after submission of an invoice along with the stipulated acceptance/delivery certificate signed by competent authority/Project Coordinator/Authorized Representative, unless there is a clarification that is sought by BL within this time.</p> | <p>We propose to replace 60 days with 30 days i.e., Customer shall pay all amounts due within thirty (30) days from the date of invoice, to the bank account designated by Bidder, from time to time. Further, Bidder reserves the right to charge interest@1.5% pm on delayed payments, from the due date to the date of actual payment.</p> | |
| 11 | Page 35 | 5.3.1 Liquidated Damages | <p>5.3.1 Liquidated Damages</p> <p>Delayed Delivery : Any delay in meeting the delivery schedule timelines may attract liquidated damages after the expiry of eight weeks from the date of purchase order, the DCSP shall be liable to pay a penalty at a percentage on the annual purchase order value cost; subject to a maximum of 20% (twenty percent) as detailed below.</p> <ul style="list-style-type: none"> • 2% per week for first month (8%); • 4% per week for 3 weeks of second month(12%); <p>(For the purpose of this clause, part of the week is considered as a full week)</p> <p>Any recovery of penalties (Liquidated Damages) shall be effected from the amount payable to the Contractor and Performance Bank Guarantee.</p> <p>In case the project timeline exceed 15 weeks (project completion timelines of 8 weeks + delay of 7 weeks), BL reserves the right to encash the performance bank guarantee (PBG) of 20% order value as well as direct termination of the contract.</p> | <p>We propose to amend clause to include additional 30 days' time period must be provided prior to levy of LD and LD must be sole and exclusive remedy wrt Bidder's failure to provide services in question by the due date. Further, both parties agree to mutually discuss LDs applicable to this deal. Also, LDs shall only apply in cases where failure is solely attributable to Bidder and at no fault of Customer or other third party or occurrence of Force Majeure event. Lastly, invocation of PBG by Bank must also only happen in case non-performance of services is solely attributable to Bidder's default and at no fault of Customer/other third party.</p> | |

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| 12 | Page 36 | 5.6 Termination | <p>5.6 Termination - BL, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part for the following reasons:</p> <p>a. If the Bidder fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the BL; OR</p> <p>b. If the Bidder fails to perform any other obligation(s) under the Contract.</p> <p>BL reserves the right to recover damages by encashment of PBG (wherever applicable) submitted by Bidder and the amount payable to the Bidder under this contract. Additionally, or alternatively, BL may take legal action to claim suitable compensation.</p> <p>In the event BL terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Bidder shall be liable to BL for any excess costs for such similar Products or Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.</p> | <p>Invocation of PBG by Customer must only happen in case non-performance of services is solely attributable to Bidder's default and at no fault of Bank/other third party. Further, on failure of Bidder to supply the services, Customer has right to charge liquidated damages/penalties in the RFP, in presence of such deductions in the RFP, liability on Bidder to bear the cost for replacement services on account of termination is not acceptable and should not be made applicable on Bidder. Customer's sole remedy for any service failure shall remain limited to penalties/liquidated damages.</p> | |
| 13 | Page 37 | 5.6.2 ii. Termination of Work Order for convenience: | <p>5.6.2 ii. Termination of Work Order for convenience: BL reserves the right to terminate, by prior written 1 month notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for BL's convenience, the extent to which performance of work under the work order is terminated, and the date upon which such termination becomes effective.</p> | <p>We propose to amend this clause to make it mutual and state that either party has right to terminate Agreement; notice period in case of termination for convenience is very short and should be extended to 90 calendar days. Further, Customer shall be liable to pay termination charges, mutually agreed between the parties, while exercising the right to terminate for convenience.</p> | |

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| 14 | Page 37 | 5.8.1 Right to Audit | <p>BL reserves the right to audit or inspect work performed by the vendor. BL may participate directly or through an appointed representative, e.g., Mutually Agreeable external auditor, in order to verify that the tasks related to this project have been performed in accordance to the procedures indicated.</p> | <p>Bidder requests that clause be amended to cover following aspects:</p> <ul style="list-style-type: none"> • Bidder records wrt matters covered by this RFP shall be made available to the Customer, subject to Customer providing not less than 30 days' prior written notice to Bidder or its designees of any such audit, at any time during normal business hours, to audit, examine the relevant data. • Such audit will be subject to Customer and auditors entering into confidentiality agreement with the Bidder and no conflict of interest. • The auditors would be permitted to submit their findings to the Customer. • The cost of the audit to be borne by the Customer. • The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection/audit. • The audit shall be conducted not more than once in a calendar year and remote hands fee be applicable to the same. "Remote Hands Fee(s)" shall mean Bidder's standard rates for any facility under audit and are intended to compensate Bidder's costs for providing Customer access to Bidder's facilities and personnel during the audit. | |

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| 15 | Page 37 | SECTION-5 : COMMERCIAL TERMS & CONDITIONS - 5.9 Limitation of Liability | <p>5.9 Limitation of Liability - The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the contractor for following:</p> <p>i. In the event of breach of any Applicable law;</p> <p>ii. In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor;</p> <p>iii. In the event of acts or omission of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances;</p> <p>iv. In the event of any claim or loss or damage arising out of infringement of Intellectual Property;</p> <p>v. For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.</p> <p>vi. Neither Party shall be liable to the Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.</p> | <p>Overall liability of Bidder in case of IP infringement claims is uncapped, which is not acceptable. Bidder proposes to replace limitation of liability clause with following and exclude exclusions specified herein - NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN RFP/NDA, BIDDER'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS RFP/NDA, SHALL BE LIMITED TO THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY BIDDER PURSUANT TO THE APPLICABLE PURCHASE ORDER GIVING RISE TO THE CLAIM.</p> <p>Further, the Bidder shall not be liable for any infringement if such infringement is caused due to use of the product not intended by Bidder, modifications not made by Bidder, use of Bidder deliverable in conjunction with products not provided by Bidder.</p> <p>Also, we propose to add following additional wording at end of this clause: In the event of a third party claim of intellectual property infringement, Bidder may, at its sole option, (i) obtain for Customer the right to continue using the services, (ii) modify the services so that the services are non-infringing, (iii) replace the services with a functionally equivalent, non-infringing</p> | |
| 16 | Page 18 | 4.3 | <p>The replication shall be asynchronous between Primary Data Centre (BL site) and DR Site (proposed site). DCSP would be responsible for sizing and providing the DC-DR replication link to meet the RTO and RPO as per BL requirement.</p> | | <p>What is the expected RTO and RPO</p> |

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| 17 | Page 18 | 4.3 | The replication shall be asynchronous between Primary Data Centre (BL site) and DR Site (proposed site). DCSP would be responsible for sizing and providing the DC-DR replication link to meet the RTO and RPO as per BL requirement. | | What is the incremental data that needs to be shipped from DC to DR within the RPO time |
| 18 | Page 18 | 4.3 | Hence the Data Centre of the DCSP so proposed need to be on a different seismic zone in relation to the current Data Centre of BL at Kolkata. DCSP shall provide support to BL team in configuring the DR Replication process between Primary Data Centre at Kolkata and its proposed Data Centre (DR Site). The replication shall be asynchronous between Primary Data Centre (BL site) and DR Site (proposed site). | | Is synchronous replication happening between current DC and Near DR. If yes please let us know the mechanism of replication |
| 19 | Page 10 | 2.2.21 | i. It is the vendor's responsibility to carefully review this document and understand the scope of work while quoting for the bid. Any hardware, software required for executing the project & not listed in this RFP, will be on vendor's account and bidder must consider all such costs while submitting bid. | | Do BL needs plain colocation for NDR and managed services (IaaS) for DR including VMs, OS management, DB Management , hardware management. Is the understanding correct. |
| 20 | Page 10 | 2.2.21 | i. It is the vendor's responsibility to carefully review this document and understand the scope of work while quoting for the bid. Any hardware, software required for executing the project & not listed in this RFP, will be on vendor's account and bidder must consider all such costs while submitting bid. | | Do BL needs OS and database management in NDR as well? |
| 21 | Page 22 | 4.3 | DCSP shall provide support to BL team in configuring the DR Replication process between Primary Data Centre at Kolkata and its proposed Data Centre (DR Site). The replication shall be asynchronous between Primary Data Centre (BL site) and DR Site (proposed site). DCSP would be responsible for sizing and providing the DC-DR replication link to meet the RTO and RPO as per BL requirement. | | Please let us know as the RFP says DCSP to configure the replication between DC to DR. Who will configure replication between DC to NDR as this is a 3DC architecture. |
| 22 | Page 18 | 4.3 | DCSP shall conduct DR drill wherein the Primary DC has to be deactivated and operation shall be carried out from the DR site. The bandwidth at the DR site shall be scaled to the Primary DC. | | How many DR drill effort to be factored par year |

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| 23 | page 18 | 4.3 | DCSP shall conduct DR drill wherein the Primary DC has to be deactivated and operation shall be carried out from the DR site. The bandwidth at the DR site shall be scaled to the Primary DC. | | What is the bandwidth requirement in DC for user access on MPLS and or ILL |
| 24 | Page 54 | Tacle C | <p>Table C : Rate Card (IaaS – Cloud Infrastructure)</p> <p>4. Database - MS SQL Standard Edition</p> <p>5. Database - Open Source (Postgres / MySQL / etc)</p> | | In Table C BL has asked for Database VMs of MS SQL Std and Open Source (Postgres / MySQL / etc) hope there is no |
| 25 | Page 54 | Tacle C | 7. Backup Services (Unit Rate in Rs.) | | Do you need backup in DR, as DR is only DCSP's scope. If yes please let us know if the backup can be stored in object storage. |
| 26 | Page 54 | Tacle C | 7. Backup Services (Unit Rate in Rs.) | | Do BL needs to store backup in a single object storage? |
| 27 | Page 19 | 4.4 Functional Requirements/Features | DCSP should ensure the service provisioning capabilities, automation, orchestration and monitoring of all the services complying with all the functionalities to BL. | | Please let us know if this is required for DR only as NDR is plane colocation. Is the understanding correct. |
| 28 | Page 19 | 4.4 Functional Requirements/Features | <ul style="list-style-type: none"> • Enable Service provisioning via online portal / interface (tools), • Enable Service provisioning via Application Programming Interface (API). <p>• Provide the webpage and URL that describes the following:</p> <ul style="list-style-type: none"> o Service Level Agreement (SLA). o Help Desk and Technical support. o Resource (Documentation, Article / Tutorials etc.). | | Please let us know if this is required for DR only as NDR is plane colocation. Is the understanding correct. |
| 29 | Page 19 | 4.4 Functional Requirements/Features | Database services – DB2, MS SQL, MySQL, PostgreSQL etc. | | Do BL need DB2 management from Bidder |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? |
| 30 | Page 18 | 4.3 Requirement Synopsis | In view of need to create a DR solution for SAP ERP, BL had procured DR Server (IBM Power Server). A Near DR site was prepared at Kolkata wherein the Server and Storage was installed. However due to technical issue in provisioning higher network bandwidth the same could not be operationalized. | | If the DR required is for SAP ERP and DC is on IBM Power servers then in DR BL will require LPAR on IBM Power servers only and not x86 VMs as asked in the rate card (Table C :) |
| 31 | Page 54 | Table C : | Table C : Rate Card (IaaS – Cloud Infrastructure) | | Do BL needs x86 VMs or on LPAR. Please elaborate. |
| 32 | Page 54 | Table C : | Table C : Rate Card (IaaS – Cloud Infrastructure) | | In case BL needs LPAR in DR please mention the costs of VMs needed as we have multitenanted platform on x86 only other wise need to create a dedicated infra |
| 33 | Page 22 | 4.3 Requirement Synopsis | Near DR site (Servers, Storage, Network equipment, Firewall, Rack and other equipment) would be co-located and provisioned at DCSP site. | | Who will do mgmt service for co located components? Please let us know. |
| 34 | | General | | | Who is going to manage OS and data bases in DC and NDR. |
| 35 | Page 23 | 4.4 Functional Requirements/Features | Enable Service provisioning via online portal / interface (tools), | | self provisioning for cloud IAAS workloads only? |
| 36 | Page 24 | 4.4 Functional Requirements/Features | Database services – DB2, MS SQL, MySQL, PostgreSQL etc. | | Is this BL wants to know the managed database capability of DCSP |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? |
| 37 | Page 26 | 4.5.5 Migration of Existing Infrastructure | ii. DCSP to engage with BL's current SI partners to plan migration. Complete scope and deliverable to be owned by the DCSP. | | Application Migration shall be owned by SI , where infra migration only shall be considered by CSP. Is this the understanding. |
| 38 | Page 58 | Table C : Rate Card (IaaS – Cloud Infrastructure) | Table C : Rate Card (IaaS – Cloud Infrastructure) | | BL has asked for rate card if it is non x86 platform need to have the commitment of number of VMs for pricing. |
| 39 | Page 53 | Annexure 8 : Minimum Technical Specifications - for bidders | The proposed DC co-location infrastructure should be of minimum tier-III Standards | We are following TIA 942 guidelines and rated 3 Compliant as per the same .It is requested to kindly accept TIA 942 Rated 3 Compliant | |
| 40 | Page 53 | Annexure 8 : Minimum Technical Specifications - for bidders | The building housing the DC and all infrastructure therein should be covered under comprehensive insurance on an ongoing basis including risk related to earthquake, floods, fire, lightning, terrorist attack etc. | For equipments of BL, BL will procure the insurance. | As per policies Our data centres are insured and all the infra components belong to us will be covered under the same .For Customers equipment customer need to get there own insurance . |
| 41 | Page 54 | Annexure 8 : Minimum Technical Specifications - for bidders | Activities should be recorded and the archival should be kept by the bidder for 90 days period | | As per our policy, We will keep CCTV recording for 30 Days . To fulfil the requirement we can provide additional CCTV in the cage with 90 Days archival. Please confirm if that can suffice the requirement . Please let us know. |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? |
| 42 | Page 55 | Annexure 8 : Minimum Technical Specifications - for bidders | The bidder should share the video monitoring data in case required by BL within a period of 3 days post official request raised by BL at no additional cost. | | We will share the video monitoring data of the dedicated cameras inside the cage on the media (HDD) provided by the customer. Please confirm if that will fulfil the requirement . |
| 43 | Page 55 | Annexure 8 : Minimum Technical Specifications - for bidders | Diesel tanks (for generators)-the Data Centre should have high density diesel tanks for ensuring min 72hr power backup on full load with contracts for fuel supply on demand Mention the capacity of storage. | | AS per TIA 942 guidelines we are maintaining 24 hrs power backup on full load and contract in place for fuel supply on demand. |
| 44 | Page 25 | 4.5.2 Server Room Area | Within the Tier 3 and above compliant Data Center, the bidder shall provide a dedicated area /closed containment for the BL's requirements. BL envisages requirement of continuous clear space for 1 - 2 rack initially for 3 (three) years. The requirement may go up to 6 racks during the contract period. DCSP, therefore needs to provision the rack space keeping in view of the same. | | Please specify do we need to provide the cage of 6 Racks to 1-2 Racks. We can provide the space reserved for the customer by only taking space reservation charges for initial period. Please let us know if this is ok. |
| 45 | Page 25 | 4.5.2 Server Room Area | The server entrance & exit (if cage required by BL) should be accessible using the biometric access system with two factor authentication (fingerprint sensor + access card control system) in addition to the physical lock. | | It should be either Bio metric access control system or Physical lock.IT is requested to kindly confirm if we can only install Biometric access control system. |
| 46 | Page 25 | 4.5.2 Server Room Area | The bidder shall provide adequate power points in the Server area allocated to the BL. As per existing deployment approx. 20 KW is the load after phase II of the project. DCSP has to ensure approx. 10 KW load on Day-1. Additional power, if required shall be made available by the DCSP. BL will pay only for consumed power. | | Please specify the 20 KW and 10 KW is rated Power or it is actual consumption |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? |
| 47 | Page 25 | 4.5.2 Server Room Area | Adequate number of Single phase and three phase power sockets should be made available to support BL's equipment | | Please specify number three phase sockets needs to be provisioned. |
| 48 | Page 10 | 2.2.21 | iii. Successful Bidder shall submit a copy of back to back agreement (if Applicable) with OEMs within 15 days of issue of Purchase Order. | We propose deletion of this clause since Bidder cannot disclose the terms of agreement with OEM due to non-disclosure obligations agreed with OEM under those contracts. However, a declaration can be provided to meet the expectation here. | |
| 49 | Page 10 | 2.2.22 | <p>Risk Purchase - Balmer Lawrie reserves to itself the following in respect of this Contract without entitling the Contractor for any compensation.</p> <p>i. If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of Balmer Lawrie, whose decision shall be final and binding on the contractor, Balmer Lawrie reserves the right to get the work done by other parties at the cost and risk of the contractor.</p> <p>ii. Any recovery of the cost incurred / LD shall be effected from the amount payable to the contractor and Performance Bank Guarantee wherever applicable.</p> | On failure of Bidder to supply the services, Customer has right to charge liquidated damages/penalties in the RFP, in presence of such deductions in the RFP, liability on Bidder to bear the cost for replacement services on account of termination is not acceptable and should not be made applicable on Bidder. Customer's sole remedy for any service failure shall remain limited to penalties/liquidated damages. | |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> |
| 50 | Page 13 | 2.2.30 | <p>2.2.30 Foreclosure - If at any time after acceptance of the tender BL shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Project-in-charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at contract rates full amount for work executed at site as certified by the internal review committee of BL.</p> | <p>Bidders requests inclusion of 30 days' time period prior to foreclosure.</p> | |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> |
| 51 | Page 13 | 2.2.33 | <p>Right of Visit - BL reserves the right to visit bidder's premises without prior notice to ensure that BL's equipment hosted at the site are not misused.</p> | <p>Bidder requests that clause be amended to cover following aspects:</p> <ul style="list-style-type: none"> • Bidder records wrt matters covered by this RFP shall be made available to the Customer, subject to Customer providing not less than 30 days' prior written notice to Bidder or its designees of any such audit, at any time during normal business hours, to audit, examine the relevant data. • Such audit will be subject to Customer and auditors entering into confidentiality agreement with the Bidder and no conflict of interest. • The auditors would be permitted to submit their findings to the Customer. • The cost of the audit to be borne by the Customer. • The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection/audit. • The audit shall be conducted not more than once in a calendar year and remote hands fee be applicable to the same. "Remote Hands Fee(s)" shall mean Bidder's standard rates for any facility under audit and are intended to compensate Bidder's costs for providing Customer access to Bidder's facilities and personnel during the audit. | |
| 52 | Pages 17-32 | SECTION-4 : BUSINESS REQUIREMENT | <p>4.5.16 Meet the ever evolving security requirements as specified by CERT-In (http://www.cert-in.org.in/).</p> | | |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> |
| 53 | Pages 33 | 5.2 Delivery Schedule | <p>5.2 Delivery Schedule</p> <p>NOTE - iii. Any delay in the above timelines may attract delivery penalties as stated below:</p> <p>a. In the event of delayed delivery i.e. delivery after the expiry of eight weeks from the date of purchase order, the vendor shall be liable to pay a penalty at a percentage on the annual order value; subject to a maximum of 20% (twenty percent) as detailed below.</p> <ul style="list-style-type: none"> • 2% per week for first month (8%); • 4% per week for 3 weeks of second month (12%); <p>(For the purpose of this clause, part of the week is considered as a full week)</p> <p>Any recovery of penalties (Liquidated Damages) shall be effected from the amount payable to the Contractor and Performance Bank Guarantee.</p> <p>In case the project timeline exceed 14 weeks (project completion timelines of 8 weeks + delay of 6 weeks), BL reserves the right to encash the performance bank guarantee (PBG) of 20% order value and cancel / forfeiture the contract</p> | <p>We propose to amend clause to include additional 30 days' time period must be provided prior to levy of these penalties. Both parties agree to mutually discuss penalties applicable to this deal and must be capped to 2% of annual contract value. Further, penalties shall only apply in cases where failure is solely attributable to Bidder and at no fault of Customer or other third party or force majeure event. Lastly, invocation of PBG by Bank must also only happen in case non-performance of services is solely attributable to Bidder's default and at no fault of Customer/other third party.</p> | |
| 54 | Page 34 | 5.3 Terms of Payment | <p>5.3viii BL shall have the right to withhold any payment due to the DCSP, in case of delays or defaults on the part of the DCSP. Such withholding of payment shall not amount to a default on the part of BL.</p> | | |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> |
| 55 | Page 35 | 5.3.1 Liquidated Damages | <p>5.3.1 Liquidated Damages</p> <p>Delayed Delivery : Any delay in meeting the delivery schedule timelines may attract liquidated damages after the expiry of eight weeks from the date of purchase order, the DCSP shall be liable to pay a penalty at a percentage on the annual purchase order value cost; subject to a maximum of 20% (twenty percent) as detailed below.</p> <ul style="list-style-type: none"> • 2% per week for first month (8%); • 4% per week for 3 weeks of second month(12%); <p>(For the purpose of this clause, part of the week is considered as a full week)</p> <p>Any recovery of penalties (Liquidated Damages) shall be effected from the amount payable to the Contractor and Performance Bank Guarantee.</p> <p>In case the project timeline exceed 15 weeks (project completion timelines of 8 weeks + delay of 7 weeks), BL reserves the right to encash the performance bank guarantee (PBG) of 20% order value as well as direct termination of the contract.</p> | <p>We propose to amend clause to include additional 30 days' time period must be provided prior to levy of LD and LD must be sole and exclusive remedy wrt Bidder's failure to provide services in question by the due date. Further, both parties agree to mutually discuss LDs applicable to this deal. Also, LDs shall only apply in cases where failure is solely attributable to Bidder and at no fault of Customer or other third party or occurrence of Force Majeure event. Lastly, invocation of PBG by Bank must also only happen in case non-performance of services is solely attributable to Bidder's default and at no fault of Customer/other third party.</p> | |
| 56 | Page 36 | 5.5 Maintenance Timelines (SLA parameters) | 5.5 Maintenance Timelines (SLA parameters) | | |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> |
| 57 | Page 36 | 5.6 Termination | <p>5.6 Termination - BL, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part for the following reasons:</p> <p>a. If the Bidder fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the BL; OR</p> <p>b. If the Bidder fails to perform any other obligation(s) under the Contract.</p> <p>BL reserves the right to recover damages by encashment of PBG (wherever applicable) submitted by Bidder and the amount payable to the Bidder under this contract. Additionally, or alternatively, BL may take legal action to claim suitable compensation.</p> <p>In the event BL terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Bidder shall be liable to BL for any excess costs for such similar Products or Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.</p> | <p>Invocation of PBG by Customer must only happen in case non-performance of services is solely attributable to Bidder's default and at no fault of Bank/other third party. Further, on failure of Bidder to supply the services, Customer has right to charge liquidated damages/penalties in the RFP, in presence of such deductions in the RFP, liability on Bidder to bear the cost for replacement services on account of termination is not acceptable and should not be made applicable on Bidder. Customer's sole remedy for any service failure shall remain limited to penalties/liquidated damages.</p> | |
| 58 | Page 37 | 5.6.2 ii. Termination of Work Order for convenience: | <p>5.6.2 ii. Termination of Work Order for convenience: BL reserves the right to terminate, by prior written 1 month notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for BL's convenience, the extent to which performance of work under the work order is terminated, and the date upon which such termination becomes effective.</p> | <p>We propose to amend this clause to make it mutual and state that either party has right to terminate Agreement; notice period in case of termination for convenience is very short and should be extended to 90 calendar days. Further, Customer shall be liable to pay termination charges, mutually agreed between the parties, while exercising the right to terminate for convenience.</p> | |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> |
| 59 | Page 37 | 5.7 Exit Management | 5.7 Exit Management | | |
| 60 | Page 37 | 5.8.1 Right to Audit | <p>BL reserves the right to audit or inspect work performed by the vendor. BL may participate directly or through an appointed representative, e.g., Mutually Agreeable external auditor, in order to verify that the tasks related to this project have been performed in accordance to the procedures indicated.</p> | <p>Bidder requests that clause be amended to cover following aspects:</p> <ul style="list-style-type: none"> • Bidder records wrt matters covered by this RFP shall be made available to the Customer, subject to Customer providing not less than 30 days' prior written notice to Bidder or its designees of any such audit, at any time during normal business hours, to audit, examine the relevant data. • Such audit will be subject to Customer and auditors entering into confidentiality agreement with the Bidder and no conflict of interest. • The auditors would be permitted to submit their findings to the Customer. • The cost of the audit to be borne by the Customer. • The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection/audit. • The audit shall be conducted not more than once in a calendar year and remote hands fee be applicable to the same. "Remote Hands Fee(s)" shall mean Bidder's standard rates for any facility under audit and are intended to compensate Bidder's costs for providing Customer access to Bidder's facilities and personnel during the audit. | |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? |
| 61 | Pages 1 | SECTION-4 | 4.5.16 Meet the ever evolving security requirements as specified by CERT-In (http://www.cert-in.org.in/). | Customer is requested to remove this requirement. We are complied to all standard securities compliances , however CERT-In audit is a third party audit, which can be organized and owned by customer in Tata Comms. facility. | |
| 62 | page 20 | Crtifications | IS 1893:1984 Seismic compliance. | Please remove this clause | |
| 63 | 6 | 2.2.7. | <p>2.2.7 Documents accompanying the Technical bids</p> <p>v. BL's RFP duly stamped & signed by the authorized signatory in token of acceptance of all terms & conditions as mentioned in this document.</p> | Request to remove this requirement and suggest to ask the bidders to submit a Letter of Acceptance of the content written in RFP as well as all Addenda/Corrigenda published later on. | This will reduce the size of Proposal and save paper |
| 64 | 2 & 48 | 1.1.4. & Annexure-7 | <p>1.1.4 No deviation Bid</p> <p>..... However, deviations, if any, proposed by the bidder may be separately indicated for acceptance in a deviation note or otherwise as proposed by BL.</p> <p>-----</p> <p>Annexure-7.</p> <p>There are no deviations (nil deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us</p> | <p>Statement of 1.1.4. is in contradiction with Annexure-7. Request to remove the Annexure-7.</p> <p>We request bidders be given a chance to discuss/negotiate further on "Contractual Terms & Conditions" during drafting & finalizing Contract Agreement document.</p> <p>Also request to allow the bidders to highlight, in their proposals, the difficulties and deviations if any found in <u>RFP documents</u></p> | |
| 65 | NA | NA | General | We request you to kindly provide minimum two to three weeks time to prepare Proposals after releasing the Pre-Bid Clarifications. Accordingly, please extend the submission date if necessary. | |
| 66 | 7 | 2.2.8 | 2.2.8 Submission | Inner and outer envelopes may not be applicable since Price Bid should not be submitted in hardcopy. Please revise this as per the current need. | |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> |
| 67 | 8 | 2.2.12. | <p>2.2.12 No Deviation</p> <p>Please note that this is a no deviation and no assumption bid. Bidders should abide by all the terms and technical requirement mentioned in this Tender or further corrigendum as and when issued.</p> | <p>We request bidders be given a chance to discuss/negotiate further on "Contractual Terms & Conditions" during drafting & finalizing Contract Agreement document.</p> <p>Request to allow the bidders to highlight, in their proposals, the difficulties and deviations if any found in RFP documents</p> | |
| 68 | 9 | 2.2.15. | <p>2.2.15 Submission of Hard copies</p> <p>Under no circumstances the Price Bid should be submitted in physical form. Part I & II, however, should be submitted in hard copy. Part II should also be submitted in the e- procurement site only.</p> | <p>We understood that Part-I is Technical Bid and Part-II is Price Bid.</p> <p>Part-I to be submitted both online as well as in Hardcopy whereas the Part-II should be strictly to be submitted online.</p> <p>Please confirm</p> | |
| 69 | 15 | SECTION-3 | <p>SECTION-3 : MANDATORY QUALIFYING CRITERIA</p> <p>Experience</p> <ul style="list-style-type: none"> • Copy of Purchase Order showing colocation service availing at least 100 sq. feet DC space was provided continuously for at least 12 (twelve) months from the tender submission date. | <p>Request to accept Service Order Forms(SOF) that are signed by clients in case of absence of Work Orders or Purchase Orders. In Data Center & Cloud Services Industry, most of the customers directly sign SOFs to initiate the services.</p> | |
| 70 | 15 | SECTION-3 | <p>SECTION-3 : MANDATORY QUALIFYING CRITERIA</p> <p>Tier certification of constructed facility</p> <ul style="list-style-type: none"> • Provide copy of valid Certificate from UPTIME Institute, Global Datacentre Certification Authority | <p>Request to include ANSI/TIA-942 and other institutes providing such certifications</p> | <p>This will encourage open competition from other Tier-III bidders certified by other institutes</p> |
| 71 | 16 | SECTION-3 | <p>SECTION-3 : MANDATORY QUALIFYING CRITERIA</p> <p>Certification</p> <ul style="list-style-type: none"> • IS 1893:1984 Seismic compliance. | <p>We request to remove this clause.</p> | <p>Currently this certification is not available.</p> |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? |
| 72 | 16 | SECTION-3 | <p>SECTION-3 : MANDATORY QUALIFYING CRITERIA</p> <p>Power of Attorney Power of Attorney in favour of Authorised Signatory signing the bid and Board Resolution in favour of person granting the Power of Attorney (on Non Judicial stamp paper of INR 100/- or such equivalent amount and document duly notarised). All pages of the bid document and relevant documents should be duly signed by the authorised signatory failing which the bid will stand rejected.</p> | Kindly accept the Letter of Authority on company letterhead. | |
| 73 | 30 | 4.8.3. | <p>4.8.3 Technical Evaluation</p> <ul style="list-style-type: none"> Any deviation from the Technical Specification should be clearly brought out. BL Technical Evaluation Committee may at its discretion accept, seek further clarification or reject any such deviation. | We understand by this statement that we can submit Deviations in the Proposal, Please confirm | |
| 74 | 31 | 4.8.3. | <p>4.8.3 Technical Evaluation</p> <p>Technical Score Evaluation Methodology</p> <ul style="list-style-type: none"> The Bidder proposed DC and DR should be Tier III or more Proposed site is Tier 3/3+ = 5 marks Proposed site is Tier 4 = 10 marks | <p>Request to revise this criteria as follows</p> <ul style="list-style-type: none"> Proposed site is below Tier 3 standard = 5 marks Proposed site is Tier 3/3+ = 10 marks | |
| 75 | 33 | 5.2 | <p>5.2 Delivery Schedule</p> <p>6 weeks from date of issuing the purchase order</p> <p>8 weeks from issuing of purchase order.</p> | Please confirm on the expected go-live date. | |

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| 76 | 34 | 5.2 | <p>iii. Any delay in the above timelines may attract delivery penalties as stated below:</p> <p>a. In the event of delayed delivery i.e. delivery after the expiry of eight weeks from the date of purchase order, the vendor shall be liable to pay a penalty at a percentage on the annual order value; subject to a maximum of 20% (twenty percent) as detailed below.</p> <ul style="list-style-type: none"> • 2% per week for first month (8%); • 4% per week for 3 weeks of second month (12%); <p>(For the purpose of this clause, part of the week is considered as a full week)</p> <p>Any recovery of penalties (Liquidated Damages) shall be effected from the amount payable to the Contractor and Performance Bank Guarantee.</p> <p>In case the project timeline exceed 14 weeks (project completion timelines of 8 weeks + delay of 6 weeks), BL reserves the right to encash the performance bank guarantee (PBG) of 20% order value and cancel / foreclose the contract.</p> | <p>Request to remove this clause or keep it open for further discussion at the time of signing of final contract agreement.</p> <p>Else</p> <p>Request to revise the clause by linking penalty with the cost involved for that particular phase of implementation/cost of portion of deliverables instead of linking with Annual Order Value.</p> | |
| 77 | 34 | 5.3 | <p>5.3 Terms of Payment</p> <p>viii. The DCSP must accept the payment terms proposed by BL. The financial bid submitted by the DCSP must be in conformity with the payment terms proposed by BL. Any deviation from the proposed payment terms would not be accepted. BL shall have the right to withhold any payment due to the DCSP, in case of delays or defaults on the part of the DCSP. Such withholding of payment shall not amount to a default on the part of BL.</p> | <p>Request to remove this clause or keep it open for further discussion at the time of signing of final contract agreement</p> | |
| 78 | 34 | 5.3 | <p>5.3 Terms of Payment</p> <p>ix. Payment for Co-location of the DR/DC - Payment for Co-location of the DR/DC will be divided into 4 equal installments for the year and paid quarterly in arrears post the successful commissioning of the co-location site and acceptance of all the relevant requirements under this tender.</p> | <p>We request you to kindly change the payment terms to Advance mode so that bidders receive recurring charges and one time charges in Advance. Also request for payments 15days post submission of Invoice.</p> | |

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| 79 | 35 | 5.3.1 | 5.3.1 Liquidated Damages | <p>Request to remove this clause or keep it open for further discussion at the time of signing of final contract</p> | |
| 80 | 35 | 5.4. | <p>5.4 Performance Bank Guarantee</p> <p>The successful bidder will have to furnish a security deposit to the tune of 20% of the total order value in the form of a Bank Guarantee for a period of 3 years & 3 months obtained from a Nationalised / scheduled bank for proper fulfilment of the contract.</p> | <p>Request to revise PBG to 5% of TCV for 3years or else fix as 10% of value of each PO to be release phase wise as per the statement in Page No. 40 <i>(xi. Even though BL may enter into a contract with DCSP for 3 years, BL would release purchase order in phased manner as mentioned in the Requirement Synopsis para under Business Requirement Section .)</i></p> | |
| 81 | 36 | 5.5. | <p>5.5 Maintenance Timelines (SLA parameters)</p> <p>Penalties due to downtime: The bidder shall guarantee 99.5% uptime for Data Centre infrastructure. The Bidder shall be liable for liquidated damages for uptime maintained below 99.5% in a month.</p> | <p>Request to revise the clause by linking penalty with the Monthly/Quarterly recurring charges instead of linking with "Total order value for 3 years".</p> | |
| 82 | 38 | SECTION-5 | <p>SECTION-5 : COMMERCIAL TERMS & CONDITIONS</p> <p>ALL THE ABOVE TERMS & CONDITIONS ARE ACCEPTABLE TO US. SIGNATURE & NAME OF THE PERSON COMPANY SEAL</p> | <p>We request bidders be given a chance to discuss/negotiate further on "Contractual Terms & Conditions" during drafting & finalizing Contract Agreement document.</p> <p>Request to allow the bidders to highlight, in their proposals, the difficulties and deviations if any found in RFP documents</p> | |

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| 83 | 42 | | <p>Annexure 4 : Bid compliance statement</p> <p>We hereby confirm that our Bid complies with the total techno-commercial requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any deviation/ exception/ comments/ assumptions.</p> <p>We also confirm that we have quoted for all items of schedule of rates and prices have been filled without any condition and deviation.</p> | <p>We request bidders be given a chance to discuss/negotiate further on "Contractual Terms & Conditions" during drafting & finalizing Contract Agreement document.</p> <p>Request to allow the bidders to highlight, in their proposals, the difficulties and deviations if any found in RFP documents</p> | |
| 83 | 45 | Annexure 5 : | <p>Annexure 5 : Mandatory Qualifying Criteria / Eligibility Criteria Support for Co-location Services</p> <p>The bidder should offer wide array of unmanaged and managed co-location solutions.</p> <ul style="list-style-type: none"> • Purchase Order + Self certification of completion / ongoing (Certified by Statutory Auditor /Company Secretary) | <p>Kindly remove this requirement. Customers usually do not issue separate POs for colocation support services. Such support services are budled within and mentioned on PO Copies of Colocation Business Orders which are already asked in Page No. 44 : "Expereince"</p> <p>Else</p> <p>Kindly elaborate this requirement to understand if you are asking to submit PO copies pertaining to "Infra Managed Services" business that is not factored for any scoring under evaluation criteria mentioned in Page No. 31</p> | |
| 83 | 45 | Annexure 5 : | <p>Annexure 5 : Mandatory Qualifying Criteria / Eligibility Criteria Certification</p> <ul style="list-style-type: none"> • IS 1893:1984 Seismic compliance. | <p>Kidly remove this clause</p> | |

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| 84 | 48 | Annexure 7 | Annexure 7 : Statement of No Deviations | <p>We request bidders be given a chance to discuss/negotiate further on "Contractual Terms & Conditions" during drafting & finalizing Contract Agreement document.</p> <p>Request to allow the bidders to highlight, in their proposals, the difficulties and deviations if any found in <u>RFP documents</u></p> | |
| 85 | 50 | Annexure 8 | Annexure 8 : Minimum Technical Specifications - for bidders SERVER ROOM AREA 12. The humidity at the Data Center should be maintained at 50% +/- 5% RH. | We request to modify this clause. We maintain 50+/- 10% RH as per ASHRAE guidelines for Datacenter | |
| 86 | 56 | Annexure 10 | Annexure 10 : Price bid format | Rate cards of other components which are not related to Colocation were asked in this section. Kindly provide the relevance and if not related to current scope of work, we request to remove them. | |
| 87 | 58 | Annexure 11 | Annexure 11 : Non-Disclosure Agreement | <p>We assume that this NDA is not required to be submitted with our Proposal since it is not mentioned in Page No. 66; Annexure 14 : Bid Submission Check List - for Bidders.</p> <p>Kindly confirm</p> | |
| 88 | 10 | 2.2.21 | <p>Important Notes to Bidders:</p> <p>iii. Successful Bidder shall submit a copy of back to back agreement (if Applicable) with OEMs within 15 days of issue of Purchase Order.</p> | Such agreement may contain certain confidential information or the commercials etc which is very privy between Bidder and the OEM. Kindly remove this clause or else replace with Manufacturer's Authorization Letter. | Confidentiality between Bidder and OEM. |

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| 89 | 10 | 2.2.22 | <p>Risk Purchase</p> <p>Balmer Lawrie reserves to itself the following in respect of this Contract without entitling the Contractor for any compensation.</p> <p>i. If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of Balmer Lawrie, whose decision shall be final and binding on the contractor, Balmer Lawrie reserves the right to get the work done by other parties at the cost and risk of the contractor.</p> <p>ii. Any recovery of the cost incurred / LD shall be effected from the amount payable to the contractor and Performance Bank Guarantee wherever applicable.</p> | <p>Clause is not acceptable as the redlines carries business risk on Bidder.</p> <p>i. 'Satisfactorily' is beyond considerable as the Colocation Services shall be provided basis the mutually agreed SLA and regarding any service performance claim, the agreed service credit shall apply as per the agreed SLA. How BL can form a sole decision binding on Bidder?</p> <p>There has to be some mechanism of a steering committee comprising of BL and Bidder's higher executives who shall be the body to consider disputes if any under this contract to consider and take some conclusive decisions which may be considerable as binding.</p> <p>BL may reserve right to get the work done though any third party, but at BL's sole risks, costs and consequences and not at the cost and risk of the contractor.</p> <p>ii. The term is not considerable as we may loose our BG amount against any cost / LD as quoted in this clause.</p> | <p>High business risk involved which is beyond consideration of the contractor.</p> |

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| 90 | 10 | 2.2.23 | <p>2.2.23 Observance of Local Laws :</p> <p>i. The Contractor shall comply with all applicable Laws, Statutory Rules, and Regulations etc.</p> <p>ii. The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations connected with the execution of this contract.</p> <p>iii. The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.</p> | <p>i. This clause should be mutual on reciprocal basis. Both parties should be obligated under this clause viz. BL as well as the Contractor.</p> <p>lii. Which 'regulation' is quoted here? Is there any specific regulation to adhere? Such regulation shall be subject to prior review by Contractor. Bids team to check this.</p> | <p>How can this clause be unilateral? It should be mutual on reciprocal basis as BL is also required to comply with the local laws.</p> |
| 91 | 11 | 2.2.24 | <p>2.2.24 Force Majeure</p> | <p>Addition point suggested as under:</p> <p>Please add:</p> <p>viii. Force Majeure shall also be deemed in the event of any regulatory decision or government order requiring Contractor to suspend Service(s) or which is likely to result in the loss of Contractor's operating authority.</p> | <p>Vis Majeure (Act of King / Govt).</p> |
| 92 | 11 | 2.2.24 | <p>Right of either party to terminate</p> <p>If an event of Force Majeure occurs and its effects continues for a period of 180 (one hundred eight days) or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party.</p> | <p>We request bidders be given a chance to discuss/negotiate further on "Contractual Terms & Conditions" during drafting & finalizing Contract Agreement document.</p> <p>Request to allow the bidders to highlight, in their proposals, the difficulties and deviations if any found in RFP documents</p> | |

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| 93 | 11 | 2.2.24 | <p>Payment in case of termination due to Force Majeure: The Contract Price attributable to the Works performed as at the commencement of the relevant event of Force Majeure. The Contractor has no entitlement and Owner has no liability for:</p> <p>i. Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and ii. Any delay costs in any way incurred by the Contractor due to an event of Force Majeure. Time extension for such cases will be worked out appropriately.</p> <p>If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to Balmer Lawrie within 14 days from the date of occurrence thereof.</p> <p>The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against Balmer Lawrie in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of contractor as to whether the deliveries have been so resumed or not shall be final and conclusive.</p> | <p>We request bidders be given a chance to discuss/negotiate further on "Contractual Terms & Conditions" during drafting & finalizing Contract Agreement document.</p> <p>Request to allow the bidders to highlight, in their proposals, the difficulties and deviations if any found in RFP documents</p> | |

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| 94 | 12 | 2.2.25 | <p>Prevention of Corruption / Penalty for use of Undue influence</p> | <p>We request bidders be given a chance to discuss/negotiate further on "Contractual Terms & Conditions" during drafting & finalizing Contract Agreement document.</p> <p>Request to allow the bidders to highlight, in their proposals, the difficulties and deviations if any found in RFP documents</p> | |
| 95 | 12 | 2.2.26 | <p>Access to books of accounts</p> <p>In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract, the Seller, on a specific request of the buyer, shall provide necessary information / inspection of the relevant financial documents/information.</p> | <p>Just a 'satisfaction' of Buyer entitling to access the books of accounts of Contractor is unfair to practice. There has to be concrete substance to establish the wrong act.</p> <p>The point seems to be arbitrary and unjust may be anticipated here.</p> <p>Suggested to remove this.</p> <p>However, Bids team to consider finally and conclude since this is precautionary point in nature to adhere by conduct</p> | <p>Clause has to be reasonable and not arbitrary. 'Satisfaction' has no parameters to prove the wrong acts. How the wrong acts would be substantiated to prove as bad conduct?</p> |

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| 96 | 12 | 2.2.27 | <p>2.2.27 Arbitration</p> <p>i. If any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between Balmer Lawrie and the Contractor, the same shall be referred to as the sole arbitrator i.e. or nominee appointed by C&MD in writing. The arbitration shall be conducted in line with the provisions in Indian ARBITRATION AND CONCILIATION ACT, 1996(As amended in 2015). The award of the arbitrator shall be final and binding on both the parties. The fees of the arbitrator, if any, shall be paid equally by both the parties.</p> | <p>The redlined portion in the clause is not clear in reading as its giving multi impression and unclear interpretation.</p> <p>The redline be corrected as under that : " i., referred to the sole arbitrator who shall be appointed by C & MD in writing, provided that such sole arbitrator appointed by the 'Appointing Authority' shall be an indepent and impartial and neutral person who shall not be a related in any way whether in past or in present to the Balmer Lawrie. For sake of clarity, the C & MD would be an 'Appointing Authority' for a sole arbitrator in this contract."</p> | <p>Claust construction (see redlined portion) is not clear. Hence revision suggested to consider and accommodate removing redlines from the clause and replacing with the greenlines in suggested point.</p> |
| 97 | 12 | 2.2.27 | <p>ii. The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by Balmer Lawrie or unless the matter is such that the contract cannot be operated till the decision of the arbitration is received.</p> | <p>We request bidders be given a chance to discuss/negotiate further on "Contractual Terms & Conditions" during drafting & finalizing Contract Agreement document.</p> <p>Request to allow the bidders to highlight, in their proposals, the difficulties and deviations if any found in RFP documents</p> | |
| 98 | 13 | 2.2.27 | <p>iii. The place of Arbitration will be 21, N. S Road, Kolkata 700001.</p> | <p>Arbitration be place of colocation hosting</p> | |
| 99 | 13 | 2.2.28 | <p>Laws Governing the Contract:</p> <p>The contract shall be governed by the Indian Laws for the time being in force and only courts in Kolkata, India shall have jurisdiction over this contract.</p> | <p>Courts of Mumbai shall have exclusive Jurisdiction over this Agreement.</p> <p>Balmer Lawrie team to please revise the jurisdiction accordingly in the Agreement.</p> | <p>Considering that colocation hosting place would be Mumbai.</p> |

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| 100 | 13 | 2.2.29 | <p>Indemnity The Contractor shall indemnify and keep indemnified Balmer Lawrie of all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.</p> | <p>Indemnity clause is unilateral and hence unable to consider to accept. It should be mutual on reciprocal grounds of a) breach of third party IPR; b) personal injury or death arising out of wilful misconduct or gross negligence of Contractor and c) Willfull misconduct and gross negligence.</p> <p>We suggest below Indemnity clause to replace existing one in RFP (<u>language of clause is given for ease of construction of the clause</u>):</p> <p>INDEMNIFICATION</p> <p>Each party to the Agreement will defend and hold the other harmless from claims, loss, damage, expense (including reasonable attorney’s fees and court costs) or liability resulting from the claim, suit, action or proceeding brought by any third party against the other or its affiliates arising from:</p> <ol style="list-style-type: none"> 1. The infringement or misappropriation of any intellectual property right relating to the delivery and use of Service(s) (excluding contributory infringement caused by the other party). 2. Personal injury caused by the negligence or the willful misconduct of the other party. | <p>Unilateral Indemnity clause is unable to consider.</p> <p>Indemnity in a contract is an open ended liability which may arise due to reasons attributable to both of the contracting party to the contract.</p> <p>Hence mutual INDEMNITY on RECIPROCAL basis on Common grounds applicable to both parties to the contract.</p> |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> |
| 101 | 13 | 2.2.30 | <p>Foreclosure</p> <p>If at any time after acceptance of the tender BL shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Project-in-charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at contract rates full amount for work executed at site as certified by the internal review committee of BL.</p> | <p>We request bidders be given a chance to discuss/negotiate further on "Contractual Terms & Conditions" during drafting & finalizing Contract Agreement document.</p> <p>Request to allow the bidders to highlight, in their proposals, the difficulties and deviations if any found in RFP documents</p> | |
| 102 | 13 | 2.2.33 | <p>Right of Visit</p> <p>BL reserves the right to visit bidder's premises without prior notice to ensure that BL's equipment hosted at the site are not misused.</p> | <p>We follow the Security Standards and accordingly visitors need take prior approvals to make necessary arrangements for site visit. This clause need to be discussed and finalized at the time of signing of contract. Request to keep it open for discussion.</p> | |

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| 103 | 33 | 4.5.16 | <p>Legal Compliance requirement :</p> <ul style="list-style-type: none"> • IT Act 2000 (including 43A) and amendments thereof. • Meet the ever evolving security requirements as specified by CERT-In (http://www.cert-in.org.in/). • All services acquired under this RFP including data need to be guaranteed to reside in India. • DCSP shall be responsible for the following privacy and security safeguards: <ul style="list-style-type: none"> • DCSP shall not publish or disclose in any manner, without BL's written consent, the details of any safeguards either designed or developed by the DCSP under the agreement. | <p>We request bidders be given a chance to discuss/negotiate further on "Contractual Terms & Conditions" during drafting & finalizing Contract Agreement document.</p> <p>Request to allow the bidders to highlight, in their proposals, the difficulties and deviations if any found in RFP documents</p> | |
| 104 | 37 | SECTION -5 | <p>COMMERCIAL TERMS & CONDITIONS</p> | <p>We request bidders be given a chance to discuss/negotiate further on "Contractual Terms & Conditions" during drafting & finalizing Contract Agreement document.</p> <p>Request to allow the bidders to highlight, in their proposals, the difficulties and deviations if any found in RFP documents</p> | <p>Commercial subjects.</p> |

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| 105 | | 5.3 | <p>Terms of Payment</p> <p>i. No advance payment shall be made in any case.</p> <p>ii. All payments will be made to the Bidder in Indian Rupees only.</p> <p>iii. The Bidder recognizes that all payments to the Bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of deliverables / activities set out in the project plan and therefore any delay in achievement of such deliverables / activities shall automatically result in delay of such corresponding payment.</p> <p>iv. Any objection / dispute to the amounts invoiced in the bill shall be raised by BL within reasonable time from the date of receipt of the invoice.</p> <p>v. All out of pocket expenses, travelling, boarding and lodging expenses for the entire term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.</p> <p>vi. The company also reserves the right to prescribe additional documents for release of payments and the bidder shall comply with the same.</p> <p>vii. The bidder shall cover the entire scope of services mentioned and deliver all the 'deliverables' as mentioned under the scope of work.</p> <p>viii. The DCSP must accept the payment terms proposed by BL. The financial bid submitted by the DCSP must be in conformity with the payment terms proposed by BL. Any deviation from the proposed</p> | <p>Not considerable.</p> <p>Respective points are highlighted on clour fonts and to be replaced / revised accordingly by Blamer Lawrie team . Rest all unhighlighted points are subject to Commercial presentations by Netmagic Bids team.</p> <p>Reasons being as under mentioned Netmagic standards.</p> <p>i) Recurring charges are considerable in advance and not in arrears. Only Variable charges are considerable in arrears. All payments to be made within 15 (fifteen) days of receipt of invoice/bill.</p> <p>iv) Disputes in bill / invoice, if any, shall be raised by Balmer Lawrie within seven (7) days of receipt of the bill/invoice, failure which the bill/invoice shall be deemed correct, undisputed and stand payable by Balmer Lawrie.</p> <p>viii) Balmer Lawrie shall not withhold any payment on any account except for TDS deductions as per the current fiscal statute. Withholding of any payment unde any invoice / bill shall be a default and breach of contract. In case of any such aforesaid breach, Contractor shall have righ to suspend, discontinue or terminate the running Servivc(s) against which payment is withhold by Balmer Lawrie. The Contractor,shall not be responsible and not be liable for its action as</p> | <p>Changes suggested as per business norms.</p> |

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| 106 | | 5.6 | <p>Termination</p> | <p>Termination clause should be based on following:</p> <p>a) Termination for convenience not considerable.</p> <p>b) Termination for cause would be as under:</p> <p>i) on 30 days notice by either party in case of insolvency, banckrupcy cases - either party may terminate if either party is dissolved or become insolvent or bankrupt.</p> <p>ii) Breach of contract (such breach which is non-curable on notice) : either party may terminate on serving 30 days notice in case where the party in fault fails to rectify the breach within breach rectification notice of 30 days.</p> <p>c) Termination or downgrading of service not considerable during the contractual term (may be lock in term which needs to be defined by Business team).</p> <p>d) In case of any pre-mature termination of Service or contract for all services, Balmer Lawrie shall pay to Contractor remaining contractual term value.</p> <p>e) Contractor shall on such termination, take back all its dedicated equipments, if any, supplied to Balmer Lawrie as part of the Service.</p> <p>f) Balmer Lawrie shall forthwith or within notice period arrange to exit all its Equipments from datacenter premises, else shall be liable to pay 200% of the recurring charges which was running preceding to the</p> | <p>As per business standard.</p> |

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| 107 | 40-41 | 5.9 | <p>Limitation of Liability</p> <p>The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the contractor for following:</p> <p>i. In the event of breach of any Applicable law;</p> <p>ii. In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor;</p> <p>iii. In the event of acts or omission of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances;</p> <p>iv. In the event of any claim or loss or damage arising out of infringement of Intellectual Property;</p> <p>v. For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.</p> <p>vi. Neither Party shall be liable to the Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.</p> <p>No other charges, other than line items in Price Bid, shall be paid. BL reserves the right to reject the tender without assigning any reason whatsoever.</p> | <p>Suggesting revisions and additions as suggested hereunder:</p> <p>1) Redlines in the present clause be removed as unable to accept due to its vagueness and onerousness to accept.</p> <p>2) Add the following point within the clause :</p> <p>vii) Balmer Lawrie representatives or any other person in relation thereto, visiting the Data Center, do so at their own risk. Contractor assumes no responsibility or liability whatsoever for any harm to such person(s) resulting from any cause whatsoever other than gross negligence or willful misconduct of Contractor.</p> <p>viii) With respect to Balmer Lawrie receiving Services, neither Contractor nor any of its Directors, officers, employees or agents shall be liable for any damage or destruction of Customer (BL) Equipment, tangible material or software or data belonging to, leased or otherwise under the control of Balmer Lawrie resulting from any cause whatsoever other than gross negligence or willful misconduct of Contractor The extent of liability as a cause of the gross negligence or willful misconduct of Contractor shall be solely limited to the then replacement cost of the Customer (BL) Equipment excluding lost data, software or firmware.</p> <p>IX) The liability of Contractor for damages arising out of</p> | |
| 108 | 17 | 4.2 | <p>The Server and Storage infrastructure of BL is a heterogeneous mix of 120+ Servers (around 70 physical Servers) which comprises of</p> | <p>Please mention the number of existing VM's (ALL OS's). Number of DB's</p> | |

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| 109 | 18 | 4.3 | <p>During the normal operation the Primary DC will serve the request. The DR site will remain on standby mode. During this period, the compute environment for the application in DR shall be available but with minimum possible compute resources required for a functional DR as per the solution offered. The application environment shall be installed and ready for use. DR database storage shall be replicated on an ongoing basis and shall be available in full as per designed RTO / RPO and replication strategy.</p> | <p>Please mention the expected RTO-RPO What are the services you are looking for in terms of DRAAS Application ownership : Installation, Management. : Please clarify As DC is being managed by BL / SI, declaration or DR situation will be owned by BL.</p> | |
| 110 | 23 | | <p>BL envisages requirement of continuous clear space for 1 - 2 rack initially for DR requirement for a period of 3 (three) years.</p> | <p>Racks required will be server racks or Network racks? Will the customer get the physical racks? What is the power requirement for each rack? Any specific rack PDU's required?</p> | |
| 111 | 22 | 4.5.5 | <p>Migration of Existing Infrastructure</p> | <p>Who will do the migration planning</p> | |
| 112 | 23 | 4.5.5 | <p>Power on Self-Test" to ascertain that no product/s is dead on arrival.</p> | <p>Its assumed that, BL / SI will assist DCSP to identify faulty items. If any.</p> | |
| 113 | 23 | 4.5.7 | <p>Service Provisioning</p> | <p>Please clarify the nature of IaaS services , BL is looking for . As all the VM's in (dedicated compute / multitenant / private) are different.</p> | |
| 114 | | | <p>Enable Service Provisioning via Application Programming Interface (API).</p> | <p>Please mention the ownership of API integration</p> | |
| 115 | 24 | 4.5.9 | <p>OS level vulnerability management</p> | <p>Are BL is looking for VA / PT services specifically. Please mention</p> | |
| 116 | 24 | 4.5.10 | <p>Manage data isolation in a multi-tenant environment.</p> | <p>Please specify, what level of data isolation (Physical / Logical)</p> | |
| 117 | 25 | 4.5.12 | <p>Support dedicated link to the offices of BL to access the data centre.</p> | <p>Who will provide the MPLS connectivity to the BL offices</p> | |
| 118 | 26 | 4.5.13 | <p>Perform an Image backup of BL's VM Image information or support the ability to take an existing running instance or a copy of an instance and export the instance into BL's approved image format.</p> | <p>How many Images back up need to be factored</p> | |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? |
| 119 | 26 | 4.5.13 | Provide hardware or software based virtual load balancer Services (VLBS) through a secure, hardened, redundant DCSP Managed Virtual Load Balancer platform. | Please clarify the nature of load balancing : N/W / Applications / Server | |
| 120 | 29 | 4.6 | <p>Software and Tools</p> <p>All Software to be supplied under the scope of the project must be of specified versions that are currently supported by their originator/OEM. Software tools must be compliant with generally accepted standards. All Licenses must be provided in the name of Balmer Lawrie.</p> | In IaaS, all the licences will be on DCSP's name under SPLA.(Except Application), Hypervisor / OS will on DCSP's name only | |
| 121 | 53 | 4 | <p>Annexure 10 : Price bid format</p> <p>Table A : Recurring Charges – SAP and Non-SAP Servers</p> <p>4. Replication bandwidth (per Mbps)</p> | please mention total replication bandwidth required // With Site A and Site B information | Total Replication bandwidth required to factored the price in the bid with address of Site A and Site B |
| 122 | 53 | 5 | <p>Annexure 10 : Price bid format</p> <p>Table A : Recurring Charges – SAP and Non-SAP Servers</p> <p>5. Internet bandwidth (per Mbps)</p> | Please mention total internet bandwidth required | It is required to know total bandwidth requirement to put the price in the price bid |
| 123 | 53 | 6 | <p>Annexure 10 : Price bid format</p> <p>Table A : Recurring Charges – SAP and Non-SAP Servers</p> <p>6. Firewall services– Minimum 100 Mbps throughput</p> | <p>Please mention as per firewall services what is the exact service required from IAAS provider . i.e like</p> <ol style="list-style-type: none"> 1. How many concurrent user on the total environment ? 2. IPSec throughput 3. How many network interfaces required ? 4 . UTM & IPS &IDS required or not ? <p>In terms of services what are the manage service is required ?</p> | |
| 124 | 53 | 7 | <p>Annexure 10 : Price bid format</p> <p>Table A : Recurring Charges – SAP and Non-SAP Servers</p> <p>7. Network infrastructure for connectivity</p> | <p>Please specify what are the devices are required in terms of Network service .</p> <p>Please provide the existing network architecture diagram</p> | |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? |
| 125 | 53 | 8 | <p>Annexure 10 : Price bid format Table A : Recurring Charges – SAP and Non-SAP Servers 8. Monitoring and Alerting</p> | <p>In terms of monitoring and alert upto which level monitoring is required ?</p> <p>For example : upto OS level you required CPU utilization , Ram utilization required .</p> | |
| 126 | 53 | 9 | <p>Annexure 10 : Price bid format Table A : Recurring Charges – SAP and Non-SAP Servers 9. Security Admin – Firewall and configuration management</p> | Please elaborate the management activities to be carried out daily to daily basis | |
| 127 | 53 | 10 | <p>Annexure 10 : Price bid format Table A : Recurring Charges – SAP and Non-SAP Servers 10. Network Admin</p> | Please elaborate the management activities to be carried out daily to daily basis. | |
| 128 | 53 | 11 | <p>Annexure 10 : Price bid format Table A : Recurring Charges – SAP and Non-SAP Servers 11. OS (System) Admin – AIX, Windows, Linux, RedHat</p> | <p>Please elaborate the management activities to be carried out daily to daily basis.</p> <p>Please share the underlying hardware details</p> | |
| 129 | 53 | 12 | <p>Annexure 10 : Price bid format Table A : Recurring Charges – SAP and Non-SAP Servers 12. Database Management – DB2, MS SQL, PostgreSQL</p> | Please elaborate the management activities to be carried out daily to daily basis. | |
| 130 | 53 | 13 | <p>Annexure 10 : Price bid format Table A : Recurring Charges – SAP and Non-SAP Servers 13. Backup Services</p> | In terms of Backup services please specify backup policy , retention policy , frontend data , backend data . | |
| 131 | 55 | 6.1 | <p>Annexure 10 : Price bid format Table C : Rate Card (IaaS – Cloud Infrastructure) 6.1. Premium Block Storage (SSD)</p> | Please mention iops / GB | |
| 132 | 55 | 6.2 | <p>Annexure 10 : Price bid format Table C : Rate Card (IaaS – Cloud Infrastructure) 6.2 Standard Block Storage (SSD)</p> | Please mention iops / GB | |
| 133 | 55 | 7.1 | <p>Annexure 10 : Price bid format Table C : Rate Card (IaaS – Cloud Infrastructure) 7.1 Backup service for VM</p> | Please elaborate the service need associated with this | |

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| 134 | 56 | 1 | <p>Annexure 10 : Price bid format Table D : One Time Cost (IaaS – Cloud Infrastructure) 1. Cost of setting up cloud infrastructure</p> | Please mention the No of VM | |
| 135 | 56 | 2 | <p>Annexure 10 : Price bid format Table D : One Time Cost (IaaS – Cloud Infrastructure) 2. Migration Services for existing applications</p> | IAAS will do the migration upto the OS level , application related activity needs to owned by Balmer Lawrie / SI | |
| | | | Tier certification of constructed facility - The Bidder proposed DC and DR should be Tier III or more | Request you to accept datacenters certified as per TIA 942 guidelines also. | TIA 942 is also global standard for datacenter certification and approved by MeitY |
| 136 | | Annexure 5 : | Mandatory Qualifying Criteria / Eligibility Criteria | | |
| | 43 | | <p>Experience - The bidder should have hosted data centre colocation for minimum of 2 customer during the last 5 years and each customer availing at least 100 sq. feet DC space (IT operation area) for a period of at least 12 (twelve)</p> | Request you to specify qty of racks in co location than sq. feet area. We recommend that bidder should have experience of managing at least 10 racks. | Area requirement is function of multiple parameters like size of rack, weight of rack, power consumption, heat dissipation and cannot be linked to Sq. |
| 137 | 54 | Annexure 10 - Table C | Rate Card (IaaS – Cloud Infrastructure) | | |
| | | | Windows Server, Linux (RHEL) | Since this is IaaS requirement, can we assume that Balmer Lawrie will bring Windows, Linux, MS SQL licenses?? | |
| 138 | 57 | Annexure 10 | Replication Link cost needs to be borne by the CSP | | |
| 139 | 32 | Section 4 , 4.5.14 | a) The DCSP should offer switchover and switchback of individual applications instead of entire system. (pg 28) | It would be complete application failover, (App, and DB etc). Also we would get the corresponding servers up. Binding of application and db server at DR site would be | |
| 140 | 31 | 4.5.13 | a) Service shall provide users with the ability to procure and provision block storage capabilities for cloud virtual machines remotely with two factor authentication via the SSL through a web browser. (pg 27) | Kindly explain | |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? | EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD? |
| 141 | 9 | 2.2.15 Submission of Hard copies | Under no circumstances the Price Bid should be submitted in physical form. Part I & II, however, should be submitted in hard copy. Part II should also be submitted in the e- procurement site only. | Kindly confirm if the Part II: Price Bid needs to be submitted in hardcopy as well | There are contradictory clauses mentioned in the RFP |
| 142 | 14 | SECTION-3 : MANDATORY QUALIFYING CRITERIA | <p>Related Business The bidder should be in Data Centre and Cloud Services Business for at least 3 years of operations in India as on the bid submission date. Any kind of consortium or leased/hired spaces from other service providers will not be allowed. Datacenters and all sort of certifications should be directly in the name of bidder.</p> <p>Documentary Evidence: Certifications / Self certified copy in the letter head from the bidder mentioning the same duly signed by the authorized signatory of the bidder for this bid.</p> | <p>Kindly amend the Clause as: 'Related Business The bidder should be in Data Centre and Cloud Services Business for at least 3 years of operations in India as on the bid submission date. Any kind of consortium or leased/hired spaces from other service providers will be allowed only if all sort of certifications should be in the name of bidder.</p> <p>Documentary Evidence: Certifications / Self certified copy in the letter head from the bidder mentioning the same duly signed by the authorized signatory of the bidder for this bid.'</p> | Kindly request you to allow leased/hired facility as well and amend the same in the RFP wherever required |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> |
| 143 | 15 | SECTION-3 : MANDATORY QUALIFYING CRITERIA | <p>Experience The bidder should have hosted data centre colocation for minimum of 2 customer during the last 5 years and each customer availing at least 100 sq. feet DC space (IT operation area) for a period of at least 12 (twelve) months from the tender submission date.</p> <p>Documentary Evidence:</p> <ul style="list-style-type: none"> • Copy of Purchase Order showing colocation service availing at least 100 sq. feet DC space was provided continuously for at least 12 (twelve) months from the tender submission date. • Certification from Statutory Auditor / Company Secretary / Chartered Accountant of bidder about both customers mentioning that Data Centre colocation commenced at Data Centre on and is under active contract on the last date of previous month of bid submission date along with area of hosted space of customer is more than 100 sq. feet. This certificate needs to be counter signed by the authorized signatory. | <p>Kindly amend the Clause as: 'Experience The bidder should have hosted data centre colocation for minimum of 2 customer during the last 5 years and each customer availing at least 100 sq. feet DC space (IT operation area) for a period of at least 12 (twelve) months from the tender submission date. Documentary Evidence:</p> <ul style="list-style-type: none"> • Copy of Purchase Order • Certification from Statutory Auditor / Company Secretary / Chartered Accountant of bidder about both customers mentioning that Data Centre colocation commenced at Data Centre on and is under active contract on the last date of previous month of bid submission date along with area of hosted space of customer is more than 100 sq. feet. This certificate needs to be counter signed by the authorized signatory.' | <p>Kindly request you to consider the modified Clause and amend the same in the RFP wherever required</p> |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> |
| 144 | 15 | SECTION-3 : MANDATORY QUALIFYING CRITERIA | <p>Location and facilities of Data Centre The bidder must be operating at least two (2) Data Centre / Disaster Recovery Centre facilities in metro city in India (direct access from Kolkata within 3 hours by Air) at the time of submission of the bid. Proposed DC and DR Site should be in a different seismic zone (within India). The DR site being proposed should also be in different seismic zone than the current BL's Data Centre in Kolkata. The facility should be in an independent standalone building either owned by the DCSP or on lease with unexpired lease duration of at least 5 yrs. (by metro cities BL intends to say Bangalore / Delhi (NCR) / Mumbai / Chennai / Hyderabad / Kolkata / Bhubaneswar / Jaipur / Ahmedabad / Vishakapatnam)</p> <p>Documentary Evidence:</p> <ul style="list-style-type: none"> • Self certification from the bidder mentioning the location details signed by the authorized signatory of the bidder for this bid. | <p>Kindly amend the Clause as: 'Location and facilities of Data Centre The bidder must be operating at least two (2) Data Centre / Disaster Recovery Centre facilities in metro city in India (direct access from Kolkata within 3 hours by Air) at the time of submission of the bid. Proposed DR Site should be in a different seismic zone (within India). The DR site being proposed should also be in different seismic zone than the current BL's Data Centre in Kolkata.</p> <p>Documentary Evidence:</p> <ul style="list-style-type: none"> • Self certification from the bidder mentioning the location details signed by the authorized signatory of the bidder for this bid.' | <p>Kindly request you to consider the modified Clause and amend the same in the RFP wherever required</p> |
| 145 | 15 | SECTION-3 : MANDATORY QUALIFYING CRITERIA | <p>Tier certification of constructed facility The Bidder proposed DC and DR should be Tier III or more</p> <p>Documentary Evidence:</p> <ul style="list-style-type: none"> • Provide copy of valid Certificate from UPTIME Institute, Global Datacentre Certification Authority | <p>Kindly amend the Clause as: 'Tier certification of constructed facility The Bidder proposed DR should be Tier III or more</p> <p>Documentary Evidence:</p> <ul style="list-style-type: none"> • Provide copy of valid Certificate from UPTIME Institute/ TIA 942/ Global Datacentre Certification Authority | <p>Kindly allow Tier III Certificate from any certifying Authority for the DR site only as the Project is related to DR site and amend the same in the RFP wherever required</p> |

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| 1 | Page 3 | 1.1.6 | <p>IV. EMD is liable to forfeiture if:</p> <p>a) In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.</p> <p>b) Fails to sign / Non acceptance of Contract / Purchase Order within the stipulated time.</p> <p>c) Any unilateral revision made by the bidder during the validity period of offer.</p> <p>d) Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> |
| 146 | 16 | SECTION-3 : MANDATORY QUALIFYING CRITERIA | <p>Certification The Bidder should possess all the below certifications which are valid as on bid submission date:</p> <ul style="list-style-type: none"> • ISO 27001:2013 certification • ISO/IEC 27017:2015-Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology. • ISO 27018 – Code of practice for protection of personally identifiable information (PII) in public clouds. • ISO 20000-1:2011 certification for Service Management System. • IS 1893:1984 Seismic compliance. • ANSI/TIA 942 compliance (for at least two of the following – Architectural, Electrical, Mechanical, Cooling and Network) • PCI DSS -compliant technology infrastructure for storing, processing, and transmitting credit card <p>Documentary Evidence:</p> <ul style="list-style-type: none"> • Copies of valid certificates as on bid submission date | <p>Kindly amend the Clause as: 'Certification The Bidder should possess all the below certifications which are valid as on bid submission date:</p> <ul style="list-style-type: none"> • ISO 27001:2013 certification • ISO/IEC 27017:2015-Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology. • ISO 27018 – Code of practice for protection of personally identifiable information (PII) in public clouds. • ISO 20000-1:2011 certification for Service Management System. • ANSI/TIA 942 compliance (for at least two of the following – Architectural, Electrical, Mechanical, Cooling and Network) <p>Documentary Evidence:</p> <ul style="list-style-type: none"> • Copies of valid certificates as on bid submission date' | <p>Kindly request you to consider the modified Clause and amend the same in the RFP wherever required</p> |