



Request for proposal for Selection of Service Provider for Co-hosting of Near Data Centre (NDC) at Mumbai for 10 Years. Bid no. GEM/2024/B/5584079 on 07th November 2024. Addendum dated 06.12.2024.

Clause in RFP

Sr. No.	Clause in RFP	Clarifications/ Changes made
1	<p>[A] Important Dates:</p> <p>A.4. Last Date for Submission of RFP Response (Closing Date): 03:00 PM on 6th December 2024</p> <p>A.5. Eligibility Cum Technical Bid Opening Date: 3:30 PM on 6th December, 2024</p>	<p>[A] Important Dates:</p> <p>A.4. Last Date for Submission of RFP Response (Closing Date): 03:00 PM on 17th December 2024</p> <p>A.5. Eligibility Cum Technical Bid Opening Date: 3:30 PM on 17th December, 2024</p>
<p>Annexure 2 – Evaluation Terms</p> <p>A. Eligibility Bid Evaluation.</p>		
2	<p>B.1 Financial</p> <p>The bidder providing the DC facility should have an annual turnover of at least Rs. 100 Crore per annum in last three completed financial years i.e. FY 2021- 22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies).</p> <p>*In case FY 2023-24 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of FY 2020-21, 2021- 22 & 2022-23 will be consider along with an undertaking letter from the bidder that the 2023-24 Statements are not audited.</p>	<p>B.1 Financial</p> <p>The bidder must have registered an average annual turnover Rs. 100 Crore or above (from Indian Operations only) during the last three completed financial years i.e. FY 2021- 22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies).</p> <p>*If financial statement for 2023-24 is unaudited, the bidder can submit audited financial statements of 2020-21, 2021-22 & 2022-23 along with letter of undertaking that FY 2023-24 statement are not audited.</p>
3	<p>B.2 Financial</p> <p>The Bidder should be Net profit-making entity continuously for the last three years i.e. financial years – 2020-21, 2021-22 and 2022-23</p> <p>OR</p> <p>The net worth of the bidder should be positive as on last financials date and should not have eroded by more than 30% in the last three years.</p>	<p>B.2 Financial</p> <p>The bidder should be Net-profit making entity continuously for the last three financial years – 2021-22, 2022-23 & 2023-24*</p> <p>OR</p> <p>The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.</p> <p>*If financial statement for FY 2023-24 is unaudited, the bidder can submit audited financial statements of 2020-21, 2021-22 & 2022-23 along with letter of undertaking that FY 2023-24 statement is not audited.</p>



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4	<p>C.1 Experience & Support Infrastructure</p> <p>a) Bidder must have provided DC or DRC or Near DR / DC co-hosting facility to at least 10 Companies at the proposed DC co-hosting sites in India,</p> <p>b) out of which there should be at least 2 credentials of Commercial Banks or BFSI in India who have co-hosted their data center or disaster recovery site or Near DR site with the service provider at proposed Data Centre.</p> <p>c) Minimum of 40 Racks or 1150 sq ft. area for each of these 2 Commercial Banks / BFSI should have been co-hosted in last 5 years of operations.</p>	<p>C.1 Experience & Support Infrastructure</p> <p>a) Bidder must have provided DC or DRC or Near DR / DC co-hosting facility to at least 10 Companies at the proposed DC co-hosting sites in India,</p> <p>b) out of which there should be at least 2 credentials of Commercial Banks or BFSI in India who have co-hosted their data centre or disaster recovery site or Near DR site with the service provider at proposed Data Centre.</p> <p>c) Minimum of 20 Racks or 500 sq ft. area for each of these 2 Commercial Banks / BFSI should have been co-hosted in last 5 years of operation.</p>
5	<p>C.3 Experience & Support Infrastructure</p> <p>Air Quality in Co-hosting site should be of severity level G1 (mild) as per ISA-71.04</p> <p>Supporting: Air Quality Report along with an undertaking on a SP's letterhead, clearly mentioning that Air Quality in Data Centre Co-hosting site has severity level G1 (mild) as per ISA-71.04</p>	<p>C.3 Experience & Support Infrastructure</p> <p>Air Quality in Co-hosting site should be of severity level G1 (mild) as per ISA-71.04 or equivalent.</p> <p>Supporting: Valid Air Quality Report along with an undertaking on a SP's letterhead, clearly mentioning that Air Quality in Data Centre Co-hosting site has severity level G1 (mild) as per ISA-71.04 or equivalent</p>

Clarification of Pre-bid queries is enclosed as "Annexure A".

Addendum to the following Annexures

Annexure 11 – Project Scope & Technical Requirement

All other Terms & Conditions are same as per our RFP Bid no. GEM/2024/B/5584079 on 07th November 2024 and subsequent addendums for Service Provider for Co-hosting of Near Data Centre (NDC) at Mumbai for 10 Years.

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RFP Annexure 11 – Project Scope & Technical Requirement

Introduction

The proposed Co-hosting site should be at least Tier III certified Data Centre. The Service Provider is expected to provide sufficient access controlled racks along with rack's PDU, network points, electrical connections, Air conditioning, backup power through UPS and Generator, Optic Fiber links, telecom facilities, Surveillance, access control system, fire suppression system, physical security and soft/ancillary services etc. as applicable for Data Centre and as required for the proposed equipment on 24 x 7 x 365 basis in order to maintain uptime of all such facilities at as per SLA.

A. General

1. **The proposed Near DR site should be located at a minimum distance of 5 km and a maximum of 25 km from our Data Centre in Mumbai (Airoli, Navi Mumbai).**
2. The proposed Co-hosting site should be in Mumbai, Thane or Navi Mumbai.
3. The proposed datacenter should at least be Tier III certified.
4. The proposed Co-hosting site should comply with the technical requirements specified in Clause G of Annexure 11.
5. The power should be available from two different power sources. Two separate power paths from the UPS to be provided to the Server room area and the network communication area. The UPS should be configured in redundant mode.
6. Entry and exit at the Datacenter premise (Building), seating area, Server room area, server cage area, and network communication room should be restricted and monitored. Security for the building should be made available 24x7x365 days at the entry/exit levels.
7. The doors and walls for the server room, communications room, and other critical areas should be fire rated to withstand a minimum of 2 hours.
8. The entire facility should be automatic with power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source.
9. 99.982% Uptime is required for the Co-hosting Environmental Infrastructure and SLA will be calculated monthly.
10. The datacenter facility building should be designed and constructed for earthquake resistance and should be away from hazardous chemical materials, LPG Storage areas, chemical go-downs and other storage facilities meant for dangerous commodities.
11. The offered space should preferably not be top floor /ground floor.

B. Server Room Area

1. The Server room proposed by the SP to co-host Bank's IT infrastructure should be at least Tier III certified.
2. **Bank envisages requirement of a dedicated clear space to host 30 racks of Bank's IT infrastructure in the server room area over the period first 10 years of contract.**



Request for proposal for Selection of Service Provider for Co-hosting of Near Data Centre (NDC) at Mumbai for 10 Years. Bid no. GEM/2024/B/5584079 on 07th November 2024. Addendum dated 06.12.2024.

- 3. SP should provision caged area in a server room having contiguous space of 30 Racks on a single floor. In case SP decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with the Bank.**
4. The SP is expected to provide a dedicated server cage area for the Bank in the server room area. The cage area should secure the allocated space to the Bank.
5. The server cage entrance and exit should be accessible using the proximity card (access control system) and Biometric or PIN.
6. The server room area should be accessible using Biometric access.
7. The Server room should have precision air conditioning with redundancy.
- 8. The SP shall provide and maintain 30 standard racks of height 42U and size 800X1200 with electronic locks at front and back and accessible using the proximity card (access control system) and Biometric or PIN with necessary logging of access logs as per the period specified by Bank. The Racks provided by the SP should have below basic technical specifications.**
 - a) The rack should stand on the Raised Access floor.
 - b) The rack should support the cooling, cable management and power system.
 - c) The Rack should contain all the necessary component and accessories to mount the servers / switches, storage etc.
 - d) Each rack shall be provided with necessary power sockets in N+N redundancy configuration so in the event of failure of one feed, the other feed shall take the entire load.
 - e) Each Rack shall be with proper cable management, Ladder, Vertical & Horizontal Wire Manager etc.
9. In case bank wants to place factory fitted preinstalled racks for storage or any other servers, SP shall provide enough space by replacing the SP provided Racks. The SP shall supply, install and manage the electronic locks at front and back and accessible using the proximity card (access control system) and Biometric or PIN with necessary logging of access logs as per the period specified by Bank. The SP shall also ensure that enough required Tap of Box of required rating for power provisioning of Bank's provided Racks.
10. The provisioned racks by SP should be equipped with the racks PDU's of required rating such as Three Wire Single Phase 32 Amp & 63 Amp and Four Wire Three phase 32 Amp & 63 Amp specified by Bank. Distribution of the Rack's PDU with their types will be made available to the successful SP; the Bank will provide the same when placing the order. The PDU Racks provided by the SP should have below basic technical specifications.
 - a) The dimensions of the Rack PDUs should be according to 42U rack.
 - b) Rack PDUs shall be with N+N redundancy configuration with standard color coding. In IEC PDU C19-8nos, c13-12nos with PDU monitor.
 - c) PDUs shall be of high-density minimizing area required.

11. The SP shall provide adequate power points in the Server cage area allocated



Request for proposal for Selection of Service Provider for Co-hosting of Near Data Centre (NDC) at Mumbai for 10 Years. Bid no. GEM/2024/B/5584079 on 07th November 2024. Addendum dated 06.12.2024.

to the Bank. Power of approx. 320 KVA (rated power) will be required to the server room for 30 Racks. However, this is just tentative as the power consumption per rack varies with the equipment's hosted in the rack. Additional power, if required shall be made available by the SP. The bank will pay only for consumed power. The 320 KVA requirements is the rated power indicated, that is expected for the 30 racks envisaged to be put up in Co-hosting premises. The units (Kwh) expected to be consumed per month is 1,20,000. The factor considered for conversion from KV to KW is (0.9). The SP is expected to quote for the same. The SPs are requested to note that the bank will pay at the unit rate provided in the commercials for the power actually consumed, which can be more or less than 1,20,000 units per month indicated here. All power requirements are given for TCO computation for commercial bid evaluation only. All payments by the bank will be made quarterly in arrears based on the actual usages. Dedicated PDU's should be provided to the Bank's caged area. The bank requires a power meter per rack that can measure the exact power consumption by each rack put up by Bidder for Bank use in the proposed caged area. This consumed power will be payable by the bank at the unit rates provided in the commercials. The cost for additional power quoted by the SP shall be part of the TCO computation for commercial bid evaluation. Distribution of the power sockets with their types will be made available to the successful SP; the Bank will provide the same when placing the order. In any case, the Bank will only pay for power actually consumed by it at the Co-hosting premises.

12. Single phase (80 KVA) and three phase (240 KVA) power from two different sources should be made available to support Bank's equipment in the caged area.
13. The Bank envisages 10 racks to be connected on single phase and 20 racks to be connected on three phases (The approximate consumption per Rack would be 8 KVA for Single Phase and 16 KVA for Three Phase). The Bank reserves the right to change this requirement. The billing will be as per actual power consumption by the Bank. In case there is a change in assumptions of the Bank, the difference in quantities would be taken at the unit rate prices as quoted by the SP in the commercial bid.
14. Power sockets: 12 numbers of 32 amps power sockets and 8 numbers of 63 amps power sockets on single phase power is estimated. 24 numbers of 32 amps and 16 numbers of 63 amps power sockets on three phase power is estimated.
15. For above clauses 8,9,10,11,12,13 and 14, the information provided is an estimated requirement and the Bank reserves the right to change the quantities. These figures are provided for the computation of the total cost of ownership. The exact requirements will be provided to the successful bidder and the unit rates provided for these requirements would be considered for those changed requirements.
16. The service provider will be responsible for LAN cabling between server room and seating area at the Co-hosting site. The service provider should provide for 10 extra redundant network points apart from the 10 that will be provided for the seating space asked for (20 in total). In case non-feasibility of Ethernet Cross Connect from proposed Server cage area to proposed seating area, the



Request for proposal for Selection of Service Provider for Co-hosting of Near Data Centre (NDC) at Mumbai for 10 Years. Bid no. GEM/2024/B/5584079 on 07th November 2024. Addendum dated 06.12.2024.

Bidder need to provision the minimum 2 nos of Multimode Fiber Cross connect with each diverse path to connect the Banks' devices placed at respective location. Bidder Should ensure that necessary racks with patch panel & patch cords made available by them and provision structured cabling till the user desks to extend the connectivity.

17. The service provider will also be responsible for extension of links from SP communication room to server cage area. Bank would require 10 nos. of Cat 6A cables and 20 nos. of Optical Fiber cables extended between SP communication room to server cage area.
18. The service provider will be responsible for terminating the network links at DC and selected Site.
19. The Server Racks placed in the proposed cage area should be segregated with Cold Aisle and Hot Aisle Containment for proper cooling of Bank's IT Infrastructure and should be equipped with Temperature Sensors, RH sensors and Air Quality Meter.

C. Seating Area

1. The SP shall provide the seating space for 10 personnel inside a cabin with proximity access and Biometric at Co-hosting site. However, this is just an indicative figure and to be considered for bid evaluation purposes only. The actual number of personnel for whom the seating space is required will be provided to the successful service provider at the time of placing the order. The price quoted by the SP per seat would be used as the benchmark for expansion or reduction.
2. The UPS / generator backup power facility needs to be available to the proposed seating area.
3. The seating area should be provided with comfort air conditioning.
4. The SP shall provide Tables, chairs, drawers with locking facility, telephone extensions for communication between Server cage area and the seating area, in the seating area for 10 personnel. The furniture to be provided by the SP here, refers to modular furniture with sufficient seating, personal storage and workspace for each individual person.
5. The seating area furniture should be modular furniture with drawers/pedestal, keyboard tray, for each table. Lockers that can accommodate 10 box files and some stationary, the one that comes with the work table. This will be for every seat.
6. The SP shall provide adequate UPS and RAW power points in the Seating area.
7. The service provider shall be responsible for LAN cabling between server room and the seating space area.
8. The SP shall provide the space within the seating area for placing the fireproof storage cabinet in which the Bank can store their backup tapes and other sensitive information and IT components. Details of the fireproof storage of Dimension: 53 It; 712mm x 541mm x 685mm

D. Communication Area

1. The SP should have minimum two communication area with path redundancy in proposed premises.
2. The SP in their communication area shall have Telecom junction box / multiplexers



Request for proposal for Selection of Service Provider for Co-hosting of Near Data Centre (NDC) at Mumbai for 10 Years. Bid no. GEM/2024/B/5584079 on 07th November 2024. Addendum dated 06.12.2024.

of various link service providers and should be available in and around the facility building for Bank's use.

3. The Bank will have separate links of different service providers for the connectivity between DC/DR/NDR and Co-hosting Site. The Co-hosting Site service provider should allow and facilitate to terminate these links at Co-hosting Site without involving any commercials. If Telecom junction box, multiplexers etc. of these links are not available at Co-hosting Site then the Co-hosting Site service provider should allow the commissioning of the same without involving any commercials.
4. The link extension from the DC/DR service provider's communication, MUX room to the server cage area at Co-hosting Site shall be done by the Co-hosting Site service provider without involving any commercials.

E. Building Management Systems (BMS)

1. The SP shall provide Access cards, Gate passes to the 10 personnel per shift who would be regularly visiting the site plus 5 more to authorized Bank representatives. Amongst these 10 persons 3 telephone lines are required with local and std connection be provided along with intercom facilities.
2. The SP shall regularly monitor the access to the Bank's Server room / cage by means of access control system, physical security, Biometric access & CCTV and should always make sure that they are functional 24x7x365 days. The Bank would require monthly reports in this regard. The access logs to the bank specific cage area, seating area and the server room area need to be maintained for the period of the contract. The log reports of bank's specific server cage area and seating area are to be provided on a monthly basis. The access to the logs of other facilities concerning the bank should be available on request. The service provider is expected to maintain the CCTV monitoring records for at least 3 months online, post which the service provider is expected to archive such records (in form of a CD, tape, etc) and make the same available on bank's request through the period of the contract.
3. If required by the Bank the SP should be able to provide details of people accessing the Bank's Server room / cage by means of sharing the entries made in the security register, reports from access control system, CCTV video clips.
4. The SP shall make sure that the required power, air conditioning, security system and other facilities provided to the Bank is always available (24x7x365 days).
5. The SP shall provide Fire detection & suppression system exclusively for the server room which will cover Bank caged area. Fire detection and suppression can be common however the areas allocated to the Bank should be well within the coverage of fire detection and suppression.
6. The building & Server room area should be provided with Water Leak detection (WLD) system and fire alarm system. The facility areas proposed for the Bank should be well within the coverage of water leak detection system and fire alarm system.
7. There should be CCTV monitoring for surveillance of building entrance, exits and other critical areas where Bank's components are placed. Activities to be recorded and kept online for 90 days. Thereafter it should be archived and kept for contract period in the form of tapes/ other secured media and provide to Bank as and when asked for.

8. The Co-hosting site should have electronic rodent control systems with operating



Request for proposal for Selection of Service Provider for Co-hosting of Near Data Centre (NDC) at Mumbai for 10 Years. Bid no. GEM/2024/B/5584079 on 07th November 2024. Addendum dated 06.12.2024.

ability on auto varied frequency range. The facility areas - Server room area / server caged area, communication room, seating area should be well within the coverage of the rodent repellent.

9. All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The SP should manage the BMS activities on a 24x7x365 days basis or as the Bank decides.
10. Remote Monitoring Facilities for CCTV and other critical Infra for smooth functioning of IT Equipment's for Bank occupied server room. Bidder to share the live remote sharing of CCTV / Temperature of the Bank cage area remotely to Bank. Bidder to share the remote feed within Bank cage area and Bank shall be responsible for transferring the data further.
11. SP should provide feeds of CCTV cameras installed in Banks cage area and seating room to Banks designated site over Network.
12. SP should provide read only dash board of various BMS systems related Banks cage area/ seating space to Bank over network.

F. Miscellaneous

1. The SP shall provide contacts and escalation matrix to log the complaints / problems faced in the facility provided to the Bank. The service provider shall provide for periodic monthly reports to the Bank on the incidents/ problems reported and corrective action taken on the same.
2. The SP shall provide the sanitary accommodation to the Bank's representative at the site.
3. The SP shall provide staging area at the Co-hosting site for 4 weeks for initial hardware deployment. However, for further additional activities, if the staging area is required by the Bank, the Bank shall inform the service provider at least 3 days in advance and the service provider will be expected to provide the staging area for Bank's use.
4. SP shall provide all necessary help to the Bank appointed System Integrator or Vendor while moving the Bank equipments into the proposed site. For example- entry permission for vehicles carrying equipments, parking of such vehicles to be closer to the lift till the time the equipments are being offloaded, use of lift / service lift, assist in procedures documentation, providing trolley to carry heavy equipments to the allocated cage / room, etc. The Bank should not incur any extra cost for availing these said services.
5. The service provider is required to make provision for power meter / dedicated measuring equipment / dedicated PDU to measure power consumption by the Bank. Payments will be made by the bank only on the basis of consumed power. This power meter / dedicated measuring equipment / dedicated PDU will be required to measure the power consumed by the Bank.
6. The cabling within / between the racks will be done by the system integrator chosen by the Bank. The service provider must ensure all the necessary support and permissions in this regard for laying such cables beneath the false flooring or above the racks is provided to the system integrator. The system integrator chosen by the bank will do this cabling activity in consultation with the service provider.



Request for proposal for Selection of Service Provider for Co-hosting of Near Data Centre (NDC) at Mumbai for 10 Years. Bid no. GEM/2024/B/5584079 on 07th November 2024. Addendum dated 06.12.2024.

7. The Bank may in future require additional space at the Co-hosting site. The SP agrees that in the event the Bank wants additional space for expansion; the same will be provided to the Bank within the same Co-hosting site / floor or building. The rate per Rack would be mutually agreed at the time of such expansion. However, the SP agrees that the rate for expansion shall not exceed the current rates agreed. The additional seating space, if required should be in the same building.
8. The Bank requires that the proposed Co-hosting site facility provided to the Bank under this RFP must be owned premises or leased premises. In case of leased premises, an unexpired lease period must be for 15 years from the RFP Response due date. The DC Build (i.e. Anti-static flooring, fire proof sealing, walls, flooring, Racks, AC, fire extinguisher, UPS etc.) and IT Infrastructure should be an owned one and not shared. The SP must provide documentation to this effect establishing its right over the Co-hosting site facility to the satisfaction of the Bank. The bidder will be required to provide the relevant details in Annexure 10 - Undertaking on Ownership or leased status from service provider.
9. The service provider is required to make provision for clear space of 100 square feet with necessary storage racks for storing and keeping Bank's IT equipment/ IT Equipment Parts/IT consumables. The storage space provisioned should be accessed control through Proximity Card.

G. Technical requirement

Bidder to submit an undertaking declaration for compliance/ noncompliance (Column A) to the below mentioned technical requirement with comments (Column B) and to confirm the availability of the mentioned features (Column C) in the compliance sheet as:

RA: Feature is **Readily Available** for demonstration during site visit

AD: Feature not available for demonstration but will be made **Available on Delivery**

Co-hosting Site Address:				
S No	Technical requirement	A Compliance (Yes / No)	B SP's comments	C RA/AD
1.	The proposed co-hosting Site should have a load bearing capacity of minimum 1500 Kg/ Sqmtr.			
2.	Freight Lift - The proposed Co-hosting should have a high capacity freight lift for ease of movement of Servers and High density Hardware devices.			
3.	The server room area should have a raised floor height of 2ft.			
4.	The server hall height from raised floor to false ceiling should be at least 10ft			



Request for proposal for Selection of Service Provider for Co-hosting of Near Data Centre (NDC) at Mumbai for 10 Years. Bid no. GEM/2024/B/5584079 on 07th November 2024. Addendum dated 06.12.2024.

5.	Diesel Tanks (for generators) - The Co-hosting Site should have high capacity diesel tanks for ensuring 48 hour power backup with contracts for fuel supply on demand from major oil suppliers.			
6.	The design for cooling infrastructure at the Co-hosting Site should be in line with standard guidelines to support high density cooling needs.			
7.	Redundant CRAC units to facilitate High density cooling needs.			
8.	The temperature in the server hall should be maintained at 22±2 deg C.			
9.	The humidity at the Co-hosting Site should be maintained at 50±5% RH.			
10.	The server halls should have advanced fire detection & suppression system through systems like VESDA & NN100/FM 200 /FE 227etc. respectively			
11.	The Co-hosting Site should have microprocessor-based system to detect water leakage within a short period of time.			
12.	The Co-hosting Site should have electronic rodent control systems with operability on varied frequency range.			
13.	Proposed Caged area will have clear space area 30 racks (42U Size 800X1200).			
14.	Seating space for 10 personnel per shift for Bank's Network Operations Center (24X7X365).			
15.	A separate Cage dedicated for the Bank within the server room area.			
16.	Access card entry for the caged area. (Combination of any two - Card and Pin or Biometric)			
17.	Biometric Access to the common entry to the Server room should be available.			
18.	Security for the building to be available 24x7x365 days at the entry / exit levels.			



Request for proposal for Selection of Service Provider for Co-hosting of Near Data Centre (NDC) at Mumbai for 10 Years. Bid no. GEM/2024/B/5584079 on 07th November 2024. Addendum dated 06.12.2024.

19.	Power should be available from two different power sources.			
20.	Two separate power paths from the UPS to be provided to the server/ network communication room.			
21.	UPS should be configured in redundant mode.			
22.	Rated Power of approximate 320 KVA to the Bank's cage area in the server room. Additional power if required to be made available.			
23.	32/63 amps single/three phase power sockets will be made available by SP			
24.	The proposed server room caged area should be well covered in the fire detection and suppression system.			
25.	The building & Server room area should be provided with Water Leak detection system and fire alarm system.			
26.	There should be CCTV monitoring for surveillance of the server hall area. The CCTV surveillance should cover Bank's Server caged area, Seating Area and other critical areas where Bank's components are placed. Activities to be recorded and the online should be kept for at-least three months.			
27.	The infrastructure should be of certified Tier III standards.			
28.	Entry & Exit should be restricted and monitored and should also be in CCTV surveillance coverage			
29.	Smoke detection and fire suppression for the building to be available.			
30.	Redundant Telecom junction box, multiplexers of various service providers to be available in and around the building with redundant path.			



Request for proposal for Selection of Service Provider for Co-hosting of Near Data Centre (NDC) at Mumbai for 10 Years. Bid no. GEM/2024/B/5584079 on 07th November 2024. Addendum dated 06.12.2024.

31.	If the Telecom junction box and multiplexers of service provider from whom Bank would be getting the links is not available, then the service provider should allow the commissioning of the same with additional cost which will be incurred by the link service provider.			
32.	All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24x7x365 days basis or as the bank decides.			
33.	The doors and walls for the server room, communications room, and other critical areas should be fire rated for minimum 2 hours.			
34.	The Server room should have precision air conditioning with redundancy.			
35.	The NOC (seating area) should be provided with comfort air conditioning.			
36.	Adequate locker facility should be provided in the NOC (seating area) for Bank's resources. The NOC furniture should be modular furniture with drawers/pedestal, keyboard tray, chairs for each table.			
37.	The entire solution should be automatic with power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source.			
38.	99.982% Uptime is required for the DC Environmental Infrastructure & Services.			
39.	Gate passes/Access cards to enter SP's premises for persons authorized by Bank - free of any cost			
40.	Audit reports of people accessing the Server room/seating area should be available as and when required by Bank.			



Request for proposal for Selection of Service Provider for Co-hosting of Near Data Centre (NDC) at Mumbai for 10 Years. Bid no. GEM/2024/B/5584079 on 07th November 2024. Addendum dated 06.12.2024.

41.	Provide power readings, access log, and material inward/outward data on monthly basis. Maintain the CCTV monitoring records online for at least 90 days, post which the SP to archive such records (in form of a Compact Disk, tape, etc) and make the same available on Bank's request through the period of the contract + 3 months.			
42.	Availability of 3 phase, 4 wire power system			
43.	SP shall provide the electrical cabling required by the racks to be hosted in the Co-hosting Site and availability of earthing strips to connect servers racks			
44.	The service provider will be responsible for LAN cabling between server room and seating area at the Co-hosting Site.			
45.	The entire cabling should be structured; service provider should provide the support for the same throughout the contract period			
46.	The service provider should provide for 10 extra redundant network points apart from the 10 that will be provided for the seating space asked for (20 in total).			
47.	The cabling should be laid in a separate enclosure below/above false floor/ceiling and should be kept at a distance which does not cause Electro Magnetic Induction with the power cabling.			
48.	The service provider must make provision for a power meter to measure power consumption by the bank rack wise.			
49.	The Co-hosting Site facility building should be designed and constructed for earthquake resistance and should be away from hazardous chemical materials, LPG storage areas, chemical go-downs and other storage facilities meant for dangerous commodities			
50.	Remote Monitoring Facility for Caged Area			



Request for proposal for Selection of Service Provider for Co-hosting of Near Data Centre (NDC) at Mumbai for 10 Years. Bid no. GEM/2024/B/5584079 on 07th November 2024. Addendum dated 06.12.2024.

51.	SP should provide live feeds of CCTV cameras installed in Banks cage area and seating room to Banks designated site over Network.			
52.	SP Should provide read only Caged Area Environmental Facilities Dashboard and CCTV of Caged Area along with seating area should be displayed in proposed Seating Space.			
53.	There should be CCTV monitoring for surveillance of the seating area for monitoring of each of the seat/works station.			
54.	SP should provision caged area in a server room having contiguous space of 30 Racks on a single floor (preferred). In case Bidder decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with the bank			
55.	Sufficient cooling failover should be built in the server halls to maintain PUE between 1.5 to 1.8. Bidder to quote power charges including PUE (Power Usages Effectiveness) factor.			
56.	The offered space should not be top floor /ground floor.			
57.	SP should provision 30 standard racks of height 42U and size 800X1200 with electronic locks at front and back and accessible using the proximity card (access control system) and Biometric or PIN with necessary logging of access logs as per the period specified by Bank in proposed cage area.			

H. Technical requirement

Out of the above-mentioned 57 number of technical requirements in Clause G, bidder should have the below mentioned 33 number of technical requirements as 'Readily Available' and demonstrate their compliance to the Bank during site visit. Marks for these 33 points will be allotted after successful demonstration and validation during the site visit.



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Co-hosting Site Address:	
S No	Technical requirement
1.	Freight Lift - The Co-hosting should have a high-capacity freight lift for ease of movement of Servers and High density Hardware devices
2.	The server room area should have a raised floor height of 2ft
3.	The server hall height from raised floor to false ceiling should be at least 10ft
4.	Diesel Tanks (for generators) - The Co-hosting Site should have high-capacity diesel tanks for ensuring 48 hour power backup with contracts for fuel supply on demand from major oil suppliers.
5.	Redundant CRAC units to facilitate High density cooling needs
6.	The temperature in the server hall should be maintained at 22±2 deg C
7.	The humidity at the Co-hosting Site should be maintained at 50±5% RH.
8.	The server halls should have advanced fire detection & suppression systems through systems like VESDA & NN100/FM 200 /FE 227etc. respectively
9.	The Co-hosting Site should have microprocessor-based system to detect water leakage within a short period of time
10.	The Co-hosting Site should have electronic rodent control systems with operability on varied frequency range
11.	Proposed Caged area will have clear space area of 30 racks (42U) (800mmX1200mm)
12.	Seating space for 10 personnel per shift for Network Operations center (24X7)
13.	Biometric Access to the common entry to the Server room should be available.
14.	Security for the building to be available 24x7x365 days at the entry / exit levels.
15.	Power should be available from two different power sources.
16.	Two separate power paths from the UPS to be provided to the server / network communication room.
17.	UPS should be configured in redundant mode.
18.	The proposed server room caged area should be well covered in the fire detection and suppression system.
19.	The building & Server room area should be provided with Water Leak detection system and fire alarm system.
20.	There should be CCTV monitoring for surveillance of the server hall area. The CCTV surveillance should cover Bank's Server caged area and other critical areas.
21.	Entry & Exit should be restricted and monitored and should also be in CCTV surveillance coverage
22.	Smoke detection and fire suppression for the building to be available.
23.	Telecom junction box, multiplexers of various service providers to be available in and around the building with two separate communication paths.
24.	All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24x7x365 days basis or as the bank decides.
25.	The Server room should have precision air conditioning with redundancy.



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Bank of Baroda



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26.	The NOC (seating area) should be provided with comfort air conditioning.
27.	Adequate locker facility should be provided in the NOC (seating area) for Bank's Resources.
28.	The entire solution should be automatic with power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source.
29.	Availability of 3 phase, 4 wire power system
30.	There should be CCTV monitoring for surveillance of the seating area for monitoring of each of the seat/works station.
31.	SP should provision caged area in a server room having contiguous space of 30 Racks on a single floor (preferred).
32.	The offered space should not be top floor /ground floor.
33.	SP should provision 30 standard racks of height 42U and size 800X1200 with electronic locks at front and back and accessible using the proximity card (access control system) and Biometric or PIN with necessary logging of access logs as per the period specified by Bank in proposed cage area.

I. Acceptance of the Site

The Bank will carry out the inspection of the proposed DC site prior to accepting the site/s. The bidder shall assist the Bank in the inspection of various facilities provided to the Bank for e.g. inspection of the cage area, cooling effect, power equipments, BMS equipments/ tools etc.

The site will be deemed to be fully and finally accepted by the Bank in the event the Bank has not completed and communicated the results of the inspection to the SP within 60 days from the date of inspection.



Sr. No.	Page #	Point/ Section	Category (Eligibility/ Scope/ Commercial/ Legal/ General)	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Clarifications to the bidder query
1	42	Annexure 02 – Evaluation Terms A. Eligibility Bid Evaluation D Experience & Support Infrastructure Point No. 1	Eligibility Criteria	a) Bidder must have provided DC or DRC or Near DR / DC co-hosting facility to at least 10 Companies at the proposed DC co-hosting sites in India, b) Out of which there should be at least 2 credentials of Commercial Banks or BFSI in India who have co-hosted their data center or disaster recovery site or Near DR site with the service provider at proposed Data Centre. c) Minimum of 40 Racks or 1150 sq ft. area for each of these 2 Commercial Banks / BFSI should have been co-hosted in last 5 years of operations.	Please accept the Commercial Bank/BFSI hosing can be considered for hosing any of the DC in India except the proposed DC	Please refer the addendum
2	7	2. Project overview	Scope	Bank intends of selecting select a service provider who can provide sufficient space to co-host the IT infrastructure and office space. The proposed DC site should be located at a minimum distance of 5 km and a maximum of 25 km from the Bank's Data Centre in Mumbai.	Please confirm acceptance on distance between existing DC and proposed NDC can be less than 5 Km	No Change
3	66	Annexure 11 – Project Scope & Technical Requirement B. Server Room Area Point No. 10	Scope	SP should provision caged area in a server room having contiguous space of 40 Racks on a single floor. In case SP decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with the Bank a) The dimensions of the Rack PDUs should be according to 42U rack. b) Rack PDUs shall be with N+N redundancy configuration with standard color coding. In IEC PDU C19-8nos, c13-12nos with PDU monitor. c) PDUs shall be of high-density minimizing area required.	Please confirm the requirement of Basic rPDU or Smart rPDU	Bidder need to quote smart PDUs and ensure that Rack wise Power usage should be available.
4	66	Annexure 11 – Project Scope & Technical Requirement	Scope	However, should there be requirement of additional space in the future the SP should be able to provide the same on the prorated per square feet cost within the same facility.	Please confirm, Can future requirement be provisioned on other floor than the proposed floor for current requirement?	Please refer the addendum
5	66	Annexure 11 – Project Scope & Technical Requirement	Scope	SP should provision caged area in a server room having contiguous space of 40 Racks on a single floor. In case SP decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with the Bank	Please confirm, Mesh Cage or Opaque Cage?	Bidder should provision Mesh caged area with Proper Air Circulations
6	67	Annexure 11 – Project Scope & Technical Requirement B. Server Room Area Point No. 12 & 13	Scope	Single phase (180 KVA) and three phase (120 KVA) power from two different sources should be made available to support Bank's equipment in the caged area. The Bank envisages 20 racks to be connected on single phase and 20 racks to be connected on three phases (The approximate consumption per Rack would be 8 KVA). The Bank reserves the right to change this requirement. The billing will be as per actual power consumption by the Bank	As understood for Total Power 300kVA 1Phase power supply-20 Racks 180 kVA, 9kVA each Rack 3Phase power supply-20 Racks 120 kVA, 6kVA each Rack Please confirm 3 Phase rack density is 8KVA or 6KVA	Please refer the addendum
7	71	Annexure 11 – Project Scope & Technical Requirement G Technical Requirement Point No. 1	Scope	The proposed co-hosting Site should have a load bearing capacity of minimum 1500 Kg/ Sqmtr.	Please confirm acceptance of 1200 kg/Sq mtr floor loading.	No Change
8	76 & 77	Annexure 11 – Project Scope & Technical Requirement G Technical Requirement Point No. 54 & 57	Scope	SP should provision caged area in a server room having contiguous space of 35 Racks on a single floor (preferred). SP should provision 35 standard racks of height 42U and size 800X1200 with electronic locks at front and back and accessible using the proximity card (access control system) and Biometric or PIN with necessary logging of access logs as per the period specified by Bank in proposed cage area.	Please confirm, the requiremnet is for 40 Racks in total.	Please refer the addendum
9	86	Annexure 14 – Commercial Bid	Commercial	DC Hosting / Co-Hosting Charges (per Rack)* 30	We understood that Bank's day 1 requirement is to deploy 30 racks. We recommend to build 30 racks cage for current requirement and keep 10 racks adjacent space as ROFR.	Please refer the addendum



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10	7	2. Project overview	Scope	Bank of Baroda has implemented Core Banking Solution along with other applications which are centralized and working from Banks DC / DR. A dedicated DC, DR, NDC, NDR Infrastructure have been implemented which caters to all branches / administrative offices in India & Overseas. DC /NDC & DR/NDR Setups are physically separated in two different cities in India.	Could you please provide the addresses for the DC, NDC, DR, and NDR as outlined in the RFP? This information is necessary for us to proceed with the compliance process.	Please refer the Addendum
11	65	1/A. General	Scope	The proposed Near DR site should be located at a minimum distance of 5 km and a maximum of 25 km from our Data Centre in Mumbai.	Please confirm if requirement pertains to NDR or NDC. Additionally, we would request the current addresses for both the DC and DR, as this information is necessary for us to assess compliance with the specific requirements.	Please refer the Addendum
12	66	9/B. Server Room Area	Scope	In case bank wants to place factory fitted preinstalled racks for storage or any other servers, SP shall provide enough space by replacing the SP provided Racks. The SP shall supply, install and manage the electronic locks at front and back and accessible using the proximity card (access control system) and Biometric or PIN with necessary logging of access logs as per the period specified by Bank. The SP shall also ensure that enough required Tap of Box of required rating for power provisioning of Bank's provided Racks.	The factory fitted preinstalled racks should have the facility to accommodate the electronic locks at front and back and accessible using the proximity card (access control system) and Biometric or PIN with necessary, alternatively the same can also be provisioned as customisation at site which may require the Rack shut down during installation of the same.	Noted
13	67	10b/B. Server Room Area	Scope	Rack PDUs shall be with N+N redundancy configuration with standard color coding. In IEC PDU C19-8nos, c13-12nos with PDU monitor.	Kindly confirm on the PDU monitor requirement. Is it the Digital display on the rPdu ? Pls confirm.	Bidder need to quote smart PDUs and ensure that Rack wise Power usage should be available.
14	67	11/B. Server Room Area	Scope	The SP shall provide adequate power points in the Server cage area allocated to the Bank. Power of approx. 300 KVA (rated power) will be required to the server room for 40 Racks.	We understand the Name plate rated capacity will be 300 kW only. Kindly confirm.	Commercial is for Only deriving the cost. Actual Rating may differ based on server density and power requirement
15	67	11/B. Server Room Area	Scope	The units (Kwh) expected to be consumed per month is 1,20,000.	We understand that the total nameplate rated IT inventory is expected to be 300 KVA, with power consumption anticipated to be approx 54% (120000kWH) of the total deployed IT nameplate rated power. Please confirm if our understanding is correct.	Commercial is for Only deriving the cost. Actual Rating or power consumption may differ based on server density and power requirement
16	67	11/B. Server Room Area	Scope	Dedicated PDU's should be provided to the Bank's caged area. The bank requires a power meter per rack that can measure the exact power consumption by each rack put up by the bank in the proposed caged area.	We will provision a dedicated floor PDU along with a BCPM (Branch Circuit Power Meter) for individual circuit power measurement and monitoring, integrated with the BMS system. This configuration will fully meet the power consumption monitoring and measurement requirements.	Bidder need to quote smart PDUs and ensure that Rack wise Power usage should be available.



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17	67	13/B. Server Room Area	Scope	The Bank envisages 20 racks to be connected on single phase and 20 racks to be connected on three phases (The approximate consumption per Rack would be 8 KVA).	As per Annexure 11 – Project Scope & Technical Requirements, point B, it is mentioned that the rated power is 300 KVA, inclusive of all racks. Please confirm our understanding the Total 300 kW name plate will not be exceeded. While few can be High density for the 3 phase circuits. And the all the Power ratings are Name plate rated Pls confirm.	Please refer the addendum
18	68	16/B. Server Room Area	Scope	The service provider will be responsible for LAN cabling between server room and seating area at the Co-hosting site. The service provider should provide for 10 extra redundant network points apart from the 10 that will be provided for the seating space asked for (20 in total).	We understand the following: A total of 20 pairs of connectivity are required from the server cage to the BCP seating area. The switch will be supplied by the Bank at both ends. Please confirm if the 20 pairs are required in a single path, or if diverse path requirements necessitate pairs for each path. Please confirm if SM (single-mode) fiber connectivity can be used to proceed, in case Ethernet feasibility is not available.	Please refer the addendum
19	68	18/B. Server Room Area	Scope	The service provider will be responsible for terminating the network links at DC and selected Site	We understand that the copper or fiber cross-connect from the MMR to the server rack needs to be provisioned by us, based on the demarcations provided by the client, on a chargeable basis. Please confirm if this understanding is correct.	Only Cross Connect is in scope of Bidder, without any additional cost to the Bank.
20	68	7/C. Seating Area	Scope	The service provider shall be responsible for LAN cabling between server room and the seating space area.	We understand the following: A total of 20 pairs of connectivity are required from the server cage to the BCP seating area. The switch will be supplied by the Bank at both ends. Please confirm if the 20 pairs are required in a single path, or if diverse path requirements would necessitate pairs for each path. Please confirm if SM (single-mode) fiber connectivity can be used to proceed in case Ethernet connectivity is not feasible.	Only Cross Connect is in scope of Bidder, without any additional cost to the Bank.
21	68	8/C. Seating Area	Scope	The SP shall provide the space within the seating area for placing the fireproof storage cabinet in which the Bank can store their backup tapes and other sensitive information and IT components. Details of the fireproof storage of Dimension: 53 It; 712mm x 541mm x 685mm	Kindly confirm the make and model of the fireproof storage required. Additionally, please confirm if we are expected to supply this item to the Bank.	Bidder need to provide space in Proposed Seating Area as per the dimension mentioned i.e. 53 It; 712mm x 541mm x 685mm
22	69	4/D. Communication Area	Scope	The link extension from the DC/DR service provider's communication, MUX room to the server cage area at Co-hosting Site shall be done by the Co-hosting Site service provider without involving any commercials.	The cable laying shall be extended through fiber/copper cross-connect, as per the rate card provided. Please confirm.	No Change
23	69	2/E. Building Management Systems (BMS)	Scope	The access logs to the bank specific cage area, seating area and the server room area need to be maintained for the period of the contract.	Access logs are maintained with a retention period of 365 days and will be shared with the Bank as part of the monthly MIS report. Bank can keep this reports safe in their Custody for complete contract duration. Please confirm if this meets your requirements.	Bidder Need to ensure it is available through out the Contract Period either in Tape or any other media.
24	69	2/E. Building Management Systems (BMS)	Scope	The service provider is expected to maintain the CCTV monitoring records for at least 3 months online, post which the service provider is expected to archive such records (in form of a CD, tape, etc) and make the same available on bank's request through the period of the contract.	CCTVs will have a retention period of 90 days. The Bank shall share its storage media to take monthly backup and keep in Banks safe keep. Hope this meets requirement.	Bidder Need to ensure it is available through out the Contract Period either in Tape or any other media
25	70	7/E. Building Management Systems (BMS)	Scope	There should be CCTV monitoring for surveillance of building entrance, exits and other critical areas where Bank's components are placed. Activities to be recorded and kept online for 90 days. Thereafter it should be archived and kept for contract period in the form of tapes/ other secured media and provide to Bank as and when asked for.	CCTVs will have a retention period of 90 days. The Bank shall share its storage media to take monthly backup and keep in Banks safe keep. Hope this meets requirement.	Bidder Need to ensure it is available through out the Contract Period either in Tape or any other media



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26	70	10/E. Building Management Systems (BMS)	Scope	Remote Monitoring Facilities for CCTV and other critical Infra for smooth functioning of IT Equipment's for Bank occupied server room. Bidder to share the live remote sharing of CCTV/ Temperature of the Bank cage area remotely to Bank. Bidder to share the remote feed within Bank cage area and Bank shall be responsible for transferring the data further.	We propose a dedicated NVR setup for the CCTV cameras, with a 90-day retention period stored on the hard drive within the NVR. The NVR will be placed in the Bank's rack in the server hall, as applicable. CCTV views and monitoring will be directly accessible by the Bank over its internet connection, and the Bank will be responsible for monitoring. We will not have access to the NVR. Our CCTV server-based secure closed network will monitor the server hall common areas, as well as the Bank's cage entrance and exit only. Please confirm if this setup aligns with your requirements.	Managing CCTV setup is responsibility of bidder. Monitoring, Maintenance and Backup is in scope of Bidder. Bank require only feeds over the network.
27	70	11/E. Building Management Systems (BMS)	Scope	SP should provide feeds of CCTV cameras installed in Banks cage area and seating room to Banks designated site over Network	We propose a dedicated NVR setup for the CCTV cameras, with a 90-day retention period stored on the hard drive within the NVR. The NVR will be placed in the Bank's rack in the server hall, as applicable. CCTV views and monitoring will be directly accessible by the Bank over its internet connection, and the Bank will be responsible for monitoring. We will not have access to the NVR. Our CCTV server-based secure closed network will monitor the server hall common areas, as well as the Bank's cage entrance and exit only. Please confirm if this setup aligns with your requirements.	Managing CCTV setup is responsibility of bidder. Monitoring, Maintenance and Backup is in scope of Bidder. Bank require only feeds over the network.
28	70	5/F. Miscellaneous	Scope	The service provider is required to make provision for power meter / dedicated measuring equipment / dedicated PDU to measure power consumption by the Bank.	We will provision a dedicated floor PDU along with a BCPM (Branch Circuit Power Meter) for individual circuit power measurement and monitoring, integrated with the BMS system. Please confirm if the Bank is agreeable to proceeding with the basic rPDU, as the floor PDU with BCPM will fulfill the Bank's power consumption monitoring and measurement requirements.	Bidder need to quote smart PDUs and ensure that Rack wise Power usage should be available.
29	71	8/F. Miscellaneous	Scope	In case of leased premises, an unexpired lease period must be for 15 years from the RFP Response due date. The DC Build (i.e. Anti-static flooring, fire proof sealing, walls, flooring, Racks, AC, fire extinguisher, UPS etc.) and IT Infrastructure should be an owned one and not shared.	The backend infrastructure is completely owned by us; however, except for the dedicated floor PDU, all other backend infrastructure will be shared with other colo clients. Hope this meets the requirement.	No Change
30	72	9/G. Technical requirement	Scope	The humidity at the Co-hosting Site should be maintained at 50±5% RH	We propose maintaining temperature and relative humidity (RH) in accordance with the ASHRAE 9.9 guidelines. Please confirm if this meets your requirements.	No Change
31	72	13/G. Technical requirement	Scope	Proposed Caged area will have clear space area of 1200 sq. ft. (excluding cage) and will easily accommodate 40 racks (42U Size 800X1200).	We will provision 1200 mm in both the cold aisle and hot aisle, and will ensure clear space for movement across the cage area. However, please note that the sqft clear space area may be subject to change based on the approved layout at the time of order booking. Please confirm if this is acceptable.	Please refer the addendum
32	75	38/G. Technical requirement	Scope	99.982% Uptime is required for the DC Environmental Infrastructure & Services.	We are proposing a Rated 4 facility with 99.995% uptime. Please confirm if any additional points or marks will be awarded for proposing a higher uptime facility.	No Change
33	75	45/G. Technical requirement	Scope	The entire cabling should be structured; service provider should provide the support for the same throughout the contract period	The RFP specifies that structured cabling shall be executed by the SI appointed directly by the Client. However, if the cabling is to be executed through us, we will extend support for the same as per mutually agreed terms and conditions. Please confirm if this is acceptable.	Seating Area Structured LAN Cabling in scope of Bidder, without additional cost to Bank.
34	76	48/G. Technical requirement	Scope	The service provider must make provision for a power meter to measure power consumption by the bank rack wise.	We will provision a dedicated floor PDU along with a BCPM (Branch Circuit Power Meter) for individual circuit power measurement and monitoring, integrated with the BMS system. Please confirm if the Bank is agreeable to proceeding with the basic rPDU, as the floor PDU with BCPM will fulfill the Bank's power consumption monitoring and measurement requirements.	Bidder need to quote smart PDUs and ensure that Rack wise Power usage should be available.
35	76	54/G. Technical requirement	Scope	SP should provision caged area in a server room having contiguous space of 35 Racks on a single floor (preferred). In case Bidder decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with the bank.	Please confirm if the requirement is for 35 racks or 40 racks.	Please refer the addendum



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36	85	11/Annexure 13 – Masked Commercial Bid-Note	Scope	The vendor has to consider minimum 30 Sqft space per Rack. Additional racks requirement during the contract period will be placed as per unit price quoted by the bidder.	We will provision 1200 mm in both the cold aisle and hot aisle, and will ensure clear space for movement across the cage area. However, please note that the sqft clear space area may be subject to change based on the approved layout at the time of order booking. Please confirm if this is acceptable.	Bidder Proposed layout should have clear space for hot and cold aisle.
37	86	1/Annexure 14 – Commercial Bid	Commercial	DC Hosting / Co-Hosting Charges (per Rack)*- Qty-30	Please confirm if the requirement is for 35 racks or 40 racks.	Please refer the addendum
38	7	2. Project overview	General	2. Project overview Apart from the above, the bidder must also agree to all terms & conditions mentioned under this RFP.	Request to kindly allow the bidders to submit their concerns in the form of Assumptions/Deviations/Conditions if any found during bid submission stage	No Change
39	8	3. Contract period	General	3. Contract period Bank at its discretion may place an order for additional 30% of the quantity/value during the contract period at the same rate with same terms and conditions. There shall be no escalation in price during the contract period.	We cannot guarantee as this is subject to availability of DC space and fluctuations in prices. Request to kindly remove.	No Change
40	9	6. Delivery	Scope	6. Delivery 8 weeks from the date of issuing the purchase order to the SP	Request to revise this to 12weeks	No Change
41	9	6. Delivery	Scope	6. Delivery Bidder will have to pay late delivery charges to the Bank @ 0.5% of the total contract value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 10% of the total contract value inclusive of all taxes, duties, levies etc. If delay exceeds 4 weeks from due date of delivery /commissioning or late delivery charges exceeds the maximum percentage of 10%, Bank reserves the right to cancel the order.	Request to kindly change the Total Contract Value to Annual Contract Value	No Change
42	9	7. Payment Terms	Scope	7. Payment Terms The bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.	Request to kindly allow the bidders to submit their concerns in the form of Assumptions/Deviations if any found during bid submission stage	No Change
43	11 & 34	10. Audit	Legal	10. Audit All Bidder records with respect to any matters covered in this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. and Page 34: 57. Inspection of Records	We request to have a concurrence with you on the below listed facts. Kindly accept and confirm. 1. Bidder shall not be required to disclose their financial information, profits, books of accounts, costs breakups etc. and audit shall be strictly restricted to the services and service levels provided by the Bidder to the customer. 2. In case the customer desires to audit the contracted Services i.e. for audits for security considerations related to our provision of Services, customer shall notify us with at least seven (7) days' prior written notice for such audit. The scope and timelines of the audit shall be mutually agreed between customer and us in writing based on contracted services scope. The commercials of such audit shall be paid by customer depending on the agreed scope. 3. If there is any third-party auditor from customer's side, then NDA should be signed between [customer] & Third party Auditor. 4. Due to confidentiality reasons, we will not be able to share the hardcopies/softcopies of our policies or procedures with customer. However, we will be able to show you the same during our DC visit or a scheduled customer audit subject to mutually sign a NDA.	No Change



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44	11 & 34	10. Audit	Legal	<p>10. Audit</p> <p>The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.</p> <p>and</p> <p>Page 34: 56. Visitorial Rights</p>	<p>We request to have a concurrence with you on the below listed facts. Kindly accept and confirm.</p> <p>1. Bidder shall not be required to disclose their financial information, profits, books of accounts, costs breakups etc. and audit shall be strictly restricted to the services and service levels provided by the Bidder to the customer.</p> <p>2. In case the customer desires to audit the contracted Services i.e. for audits for security considerations related to our provision of Services, customer shall notify us with at least seven (7) days' prior written notice for such audit. The scope and timelines of the audit shall be mutually agreed between customer and us in writing based on contracted services scope. The commercials of such audit shall be paid by customer depending on the agreed scope.</p> <p>3. If there is any third-party auditor from customer's side, then NDA should be signed between [customer] & Third party Auditor.</p> <p>4. Due to confidentiality reasons, we will not be able to share the hardcopies/softcopies of our policies or procedures with customer. However, we will be able to show you the same during our DC visit or a scheduled customer audit subject to mutually sign a NDA.</p>	No Change
45	12	11. Bid Security (Earnest Money Deposit)	General	<p>11. Bid Security (Earnest Money Deposit)</p> <p>The amount of Earnest money deposit would be forfeited in the following scenarios:</p> <p>b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or</p> <p>⊠ Fail To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.</p> <p>⊠ To comply with any other condition precedent to signing the contract specified in the RFP documents.</p>	<p>Request to kindly allow the bidders to submit their concerns in the form of Assumptions/Deviations/Conditions if any found during bid submission stage</p>	No Change
46	17 & 33	25. Information / Cyber-Security Measures / Controls:	General	<p>25. Information / Cyber-Security Measures / Controls:</p> <p>The Bidder need to provide an undertaking on their letter head as per Annexure 21 to comply with the Information and cyber security controls, on an ongoing basis and regulatory / legal guidelines and directives related to Bidder / outsourcing issued by regulators / legal entities from time to time. The Bidder shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.</p> <p>Bidder has to ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.</p> <p>The selected Bidder has to abide with all clauses of Bank's Cyber Security Controls which will be part of the NDA / SLA signed with the Bank at the time of award of contract</p> <p>and</p> <p>Page 33: 53. Information/Cyber-Security Measures/Controls for selected SP:</p>	<p>(A). Since this RFP is intended to procure Colocation space, we would like to understand how Information/cyber security get applicable. In Colocation services, the service provider does not have access to client data/information/systems/network etc. Hence, undertaking as per Annexure 21 appears to be not applicable for Colocation business.</p> <p>(C). Request to kindly mention/list down the "critical IT service are subjected to the annual IT audit / Technology risk assessment process" that are scoped in this RFP</p> <p>(B). We request to have a concurrence with you on the below listed facts. Kindly accept and confirm.</p> <p>1. Bidder shall not be required to disclose their financial information, profits, books of accounts, costs breakups etc. and audit shall be strictly restricted to the services and service levels provided by the Bidder to the customer.</p> <p>2. In case the customer desires to audit the contracted Services i.e. for audits for security considerations related to our provision of Services, customer shall notify us with at least seven (7) days' prior written notice for such audit. The scope and timelines of the audit shall be mutually agreed between customer and us in writing based on contracted services scope. The commercials of such audit shall be paid by customer depending on the agreed scope.</p> <p>3. If there is any third-party auditor from customer's side, then NDA should be signed between [customer] & Third party Auditor.</p> <p>4. Due to confidentiality reasons, we will not be able to share the hardcopies/softcopies of our policies or procedures with customer. However, we will be able to show you the same during our DC visit or a scheduled customer audit subject to mutually sign a NDA.</p>	No Change



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47	17	27. Indemnity	Legal	<p>27. Indemnity The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:</p> <ul style="list-style-type: none"> - Bank's authorized / bonafide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or - An act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or - Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or - Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub- contractors - Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or - Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or - Breach of confidentiality obligations of the Bidder contained in this RFP; and/or - Negligence or gross misconduct attributable to the Bidder or its employees or sub- contractors. 	<p>Given that the Services are colocation, for project feasibility, the Bidder requests the Bank to limit the Indemnity clause as follows: Indemnity shall be restricted to third-party claims for (i) IPR infringement related to the Services rendered, and (ii) breaches of anti-bribery and applicable tax laws. The indemnification process shall include requirements for notice, the right to defend and settle, and the concepts of apportionment (liable only to the extent of its claim), mitigation, and carve-outs.</p>	No Change
48	18	27. Indemnity	Legal	<p>27. Indemnity The Bidder shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this RFP/RFQ infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:</p> <ul style="list-style-type: none"> - Notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim; and - Cooperates with the Bidder in the defense and settlement of the claims. 	<p>The Bidders's indemnification obligations set out in the clause 27 are expressly conditioned on the Bank:</p> <ul style="list-style-type: none"> (a) providing providing the Bidder with prompt notice of the claim; (b) making making every reasonable effort to mitigate its losses in connection with the claim; (c) giving giving the Bidder sole control of the defense and settlement negotiations of the claim; and (d) cooperating cooperating with the Bidder, at the Bidder's expense, in defending or settling such claim. 	No Change



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49	19	29. Confidentiality	Legal	<p>29. Confidentiality</p> <p>The bidder acknowledges that in the course of performing the obligations under this Tender and subsequent Agreement, it shall be exposed to or acquire information of the bank, which the bidder shall treat as confidential.</p> <p>a) All Bank's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Bidder or bidder's employees during the course of discharging their obligations shall be treated as absolutely confidential and Bidder irrevocably agrees and undertakes and ensures that bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of Bank. The bidder shall not use or allow to be used any information other than as may be necessary for the due performance by Bidder of its obligations hereunder.</p> <p>b) Bidder shall not make or retain any copies or record of any Confidential Information submitted by Bank other than as may be required for the performance of Bidder</p> <p>c) Bidder shall notify Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information.</p> <p>d) Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Bidder or its affiliates.</p> <p>e) Bidder shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.</p> <p>f) Bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information</p>	<p>The confidentiality obligations outlined in Section 29 shall apply mutatis mutandis to the Bank for any information disclosed under this Agreement by the Bidder.</p> <p>Additionally, we suggest that this clause should survive for a period of 3 years following the termination or expiry of the Agreement.</p>	No Change
50	20	30. Assignment	Legal	<p>30. Assignment</p> <p>The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of the Bank.</p> <p>If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bidder under this RFP.</p>	<p>We propose that assignment to a Group company be permitted with written notification. For assignment to a third party, written approval should be required, which shall not be unreasonably withheld.</p> <p>Additionally, we request clarification that this provision is not triggered by (i) a transfer to a Bidder affiliate; (ii) an IPO; or (iii) a transfer to a financial sponsor where the Bidder remains the operator.</p>	No Change
51	20	34. Force Majeure	Legal	<p>34. Force Majeure</p> <p>The bidder shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event not involving the bidder's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.</p>	<p>We suggest to modify the definition of Force Majeure as follow:</p> <p>"Force Majeure" means such conditions including, but not limited to, (a) governmental actions, trade sanctions, blockades, embargoes, quarantines, or other imposed travel restrictions; (b) acts of God, lightning strikes, asteroids, meteorites, earthquakes and other seismic events, floods, droughts, storms, solar flares, tempests, mud slides, washaways, explosions, fires or any natural disasters; (c) epidemics and pandemics or a lesser spread of disease that causes interruption or delay (including any vector-borne disease); (d) acts of war, acts of public enemies, terrorism, riots, insurrections, civil commotions, disturbances or unrest, malicious damage, sabotage and revolution; (e) internet or telecommunication systems failures, equipment failures, electrical power failures, cyber warfare, cyber intrusion and cybercrime, cyber espionage, computer or cyber sabotage which are not covered in any SLA; (f) failures of third party systems, infrastructure, software and applications; (g) government lockdown orders or any law or any action taken by a government or public authority that restricts or prohibits performance of the party's obligations; or (h) in the event of any regulatory decision or government order requiring the Provider to suspend Service(s) or which is likely to result in the loss of the Provider's operating authority.</p>	No Change



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52	21	35. Termination	General	<p>35. Termination Bank shall have option to terminate / cancel this RFP at any stage without any prior notice. In following events Bank shall terminate this assignment or cancel any particular order if bidder:</p> <p>a) breaches any of its obligations set forth in this assignment or any subsequent agreement and such breach is not cured within thirty (30) Working Days after Bank gives written notice; or b) failure by Bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. or c) The progress regarding execution of the contract/ services rendered by the Bidder is not as per the prescribed time line, and found to be unsatisfactory; or d) Supply of substandard materials / services ; or e) Delay in delivery / installation / commissioning of services; or f) if deductions of penalty exceeds more than 10% of the total contract price; or</p>	<p>We request clarification that the Bidder shall be given sufficient notice regarding any breach or violation, along with a reasonable cure period of at least 30 days, to allow the Bidder to rectify such breach before the Contract is terminated.</p>	No Change
53	21-22	35. Termination	Legal	<p>35. Termination Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Bidder at least 30 days prior notice in writing. In case of order / contract cancellation, any payments made by the Bank to the Bidder would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the bidder.</p>	<p>We request that the Bank not be permitted to terminate the Agreement for convenience as this deal has upfront investments by NTT which shall get recovered by us over the entire period of contract. Bank shall not be entitled to terminate the Agreement or the project, for convenience.</p> <p>Or, in case of termination for convenience, the entire project cost for the period of initial or renewal term be paid to Bidder.</p> <p>In the event of contract termination due to any breach attributable to the Bidder, the Bidder shall be liable to return the payment for the services period not availed by the Bank..</p>	No Change
54	22	36. Effect of termination	Legal	<p>36. Effect of termination If bank terminate or cancel the assignment on the default mentioned in the termination clause, in such case Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the Bidder shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new vendor and for execution of the balance of the contract.</p>	<p>In the event of contract termination due to any breach attributable to the Bidder, the Bidder shall be liable to return the payment for the services period not availed by the Bank..</p>	No Change

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55	22	37. Limitation of Liability	Legal	<p>37. Limitation of Liability Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value. Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. "Willful Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful Misconduct does not include ordinary negligence, an error of judgment or mistake of a person. "Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence. Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by bidder as part of procurement under the RFP. Under no circumstances the Bank shall be liable to the Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against bidder.</p>	<p>We request to cap the LoL to ACV instead of TCV.</p> <p>We request that the maximum liability of Bidder shall not exceed the charges paid or payable by the Bank for such goods and/ or impacted services in the 12 months immediately preceding the date of the act or omission giving rise to the claim under the contract. The limits specified in above shall not apply to: i. claims made by the Bank for claims relating to bodily injury or death which is caused by sole gross negligence of the Bidder or its employees; ii. third party claims against the Bank resulting from fraud of the Bidder, its employees and subcontractors or from breach of confidentiality obligations;</p> <p>Further we suggest that the liability of the Bidder for damages arising out of the provision of Services including but not limited to use of Services or arising out of failure to provide Services, representations, errors or other defects, whether caused by acts of omission or commission, shall be limited to the extension of credit allowances due under the applicable SLA. The extension of such credit allowances or refunds shall be the sole remedy for the Bank and the sole liability of the Bidder.</p>	No Change
56	24	43. Violation of Terms	Legal	<p>43. Violation of Terms The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidders from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.</p>	<p>We request that sufficient notice regarding any violation shall be given to Bidder and a reasonable cure period shall be provided to Bidder to enable bidder to rectify such violation before approaching to Court.</p>	No Change
57	24	46. Set-Off	Legal	<p>46. Set-Off Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Bidder against payments due and payable by Bank to the Bidder for the services rendered. The provisions of this Clause shall survive the termination of this Agreement.</p>	<p>We request that no set-offs be permitted from other contracts.</p>	No Change
58	25	47. Covenants of the Bidder	Legal	<p>47. Covenants of the Bidder</p>	<p>Since we are providing colocation services, this clause is not applicable. Hence suggest deletion.</p>	No Change
59	26	50. Sub-Contracting	Legal	<p>50. Sub-Contracting Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/ considered for the submission of the proposal. Such proposals will be disqualified. The selected service provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it needs to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/services shall be subcontracted without prior permission from the Bank in writing.</p>	<p>We need to add below clause to the Sub-contracting: For activities like housekeeping, security guard services, operation, etc are an outsourced activity and procurement of such services will not be construed as Sub-contracting and no prior approval will be required for engaging or changing any of Bidder's vendors involved in such activity.</p>	No Change



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60	35	55. Limitation of Liability	Legal	<p>55. Limitation of Liability Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value. Vendor's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. "Willful Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful Misconduct does not include ordinary negligence, an error of judgment or mistake of a person. "Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence. Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by vendor as part of procurement under the RFP. Under no circumstances the Bank shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against vendor.</p>	<p>We request that the maximum liability of Bidder shall not exceed the charges paid or payable by the Bank for such goods and/ or impacted services in the 12 months immediately preceding the date of the act or omission giving rise to the claim under the contract. The limits specified in above shall not apply to: i. claims made by the Bank for claims relating to bodily injury or death which is caused by sole gross negligence of the Bidder or its employees; ii. third party claims against the Bank resulting from fraud of the Bidder, its employees and subcontractors or from breach of confidentiality obligations; Further we suggest that the liability of the Bidder for damages arising out of the provision of Services including but not limited to use of Services or arising out of failure to provide Services, representations, errors or other defects, whether caused by acts of omission or commission, shall be limited to the extension of credit allowances due under the applicable SLA. The extension of such credit allowances or refunds shall be the sole remedy for the Bank and the sole liability of the Bidder.</p>	No Change
61	35	60. Property Rights	Legal	<p>60. Property Rights Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work. Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws. Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.</p>	<p>Due to the scope of the services being colocation services, we request that it is clarified that the Bidder shall retain all rights and title to the intellectual property belonging or introduced by the Bidder. Execution of this agreement does not envisage any transfer of IP rights from the Bidder to the Bank. If any IP is created specifically for the Bank, Bidder shall provide the licence to use such IP to Bank upon payment for its internal use.</p>	No Change
62	42	Annexure 02 – Evaluation Terms	Eligibility Criteria	<p>Annexure 02 – Evaluation Terms D. Experience & Support Infrastructure: a) Bidder must have provided DC or DRC or Near DR / DC cohosting facility to at least 10 Companies at the proposed DC co-hosting sites in India, b) Out of which there should be at least 2 credentials of Commercial Banks or BFSI in India who have co-hosted their data center or disaster recovery site or Near DR site with the service provider at proposed Data Centre. c) Minimum of 40 Racks or 1150 sq ft. area for each of these 2 Commercial Banks / BFSI should have been co-hosted in last 5 years of operations. Copy of the credential Letter or Purchase order from Companies hosting sites at the SP's co-hosting facility.</p>	<p>1. Request to change the "Proposed Data Center" to "Bidders Data Centers in Mumbai/Navli Mumbai" 2. Request to kindly accept the self declaration instead of Credentials/PO copies since we have a strict NDA with out clients.</p>	Please refer the addendum



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63	43	Annexure 02 – Evaluation Terms	Eligibility Criteria	Annexure 02 – Evaluation Terms D. Experience & Support Infrastructure: 3. Air Quality in Co-hosting site should be of severity level G1 (mild) as per ISA-71.04 Air Quality Report along with an undertaking on a SP's letterhead, clearly mentioning that Air Quality in Data Centre Co-hosting site has severity level G1 (mild) as per ISA-71.04	We follow NAAQS(National Ambient Air Quality Standards) and NIOSH(National Institute of Occupational Safety and Health) mentioned standards to check the air quality in our Data Centers. Hence, request to include NAAQS & NIOSH standards also in this clause.	Please refer the addendum
64	53 to 59		General	Annexure 04 – Bid Security (Earnest Money Deposit) Annexure 05 – Bid Security Form Annexure 06 – Bid security Declaration for MSE/Startup	We are assuming that Annexure 04, Annexure 05 and Annexure 06 are not applicable to the bidders who are exempted from EMD submission as per GeM guidelines and not to be submitted by them. Kindly confirm.	No Change
65	60	Annexure 07 – Undertaking from the Bidder	General	Annexure 07 – Undertaking from the Bidder 3. All 'Bill of Material' line items have been quoted as per requirement in Commercial Bid format without any deviation. 4. Masked Commercial Bid (Annexure 13) and Commercial Bid (Annexure 14) have been submitted without any deviation. Bill of Materials which have been marked in the masked Commercial Bid is as per the submitted Commercial Bid without any deviation.	Request to kindly allow the bidders to submit the deviations if any found during bid submission stage.	No Change
66	60	Annexure 07 – Undertaking from the Bidder	General	Annexure 07 – Undertaking from the Bidder 5. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.	Since 6months is a long duration to lock the DC space for BoB, bidders should be given a chance to offer an alternative space in case they can't hold till 6months due to any reason.	No Change
67	61	Annexure 07 – Undertaking from the Bidder	General	Annexure 07 – Undertaking from the Bidder 12. We confirm that background verification of all the resources to be deployed on the Bank of Baroda project / on the Bank's premises has been / will be carried out. Whenever required, we shall provide such report within 1 month from the date of on boarding the resources on the project. For subsequent deployment of resources during the contract period, on boarding of the resource to be done preferably after background verification, however not later than 1 month from the date of on boarding.	Please note that we conduct Background verification checks for all our regular employees through 3rd party vendor. Since this report contains employees' personal information and data, it cannot be shared with any customer. For contract employees the BGV is done by their employer through 3rd party vendor. Request to kindly allow to take a deviation against this point.	No Change
68	63	Annexure 09 – Conformity Letter	General	Annexure 09 – Conformity Letter We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.	This indicates that BoB is asking for a Nil-Deviation bid. Request to kindly allow the bidders to submit the deviations/concerns/assumptions if any found during bid submission stage.	No Change
69	65	Annexure 11 – Project Scope & Technical Requirement	Scope	Annexure 11 – Project Scope & Technical Requirement B. Server Room Area 2. Bank envisages requirement of a dedicated clear space of 1200 sq. feet to host 40 racks of Bank's IT infrastructure in the server room area over the period first 10 years of contract. However, should there be requirement of additional space in the future the SP should be able to provide the same on the prorated per square feet cost within the same facility. The unit rate provided by SP in the optional cost will be considered for such requirement.	1. Kindly re-confirm the sapce and number of racks to be considered by the bidders in their technical and financial proposals. In "1730976541.xlsx" it is mentioned as 30 racks. 2. We cannot guarantee the expansion, location, cost etc. as additional space/power is subject to availability and fluctuations in prices. Request to kindly remove.	Please refer the addendum
70	66	Annexure 11 – Project Scope & Technical Requirement	Scope	Annexure 11 – Project Scope & Technical Requirement B. Server Room Area 3. SP should provision caged area in a server room having contiguous space of 40 Racks on a single floor. In case SP decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with the Bank.	Request to delete the condition pertaining to "first right of refusal"	No Change
71	71	Annexure 11 – Project Scope & Technical Requirement	Scope	Annexure 11 – Project Scope & Technical Requirement F. Miscellaneous 7. The Bank may in future require additional space at the Co-hosting site. The SP agrees that in the event the Bank wants additional space for expansion; the same will be provided to the Bank within the same Co-hosting site / floor or building. The rate per square feet would be mutually agreed at the time of such expansion. However, the SP agrees that the rate for expansion shall not exceed the current rates agreed. Bank cannot provide any time frame to inform SP for taking up additional space. The additional seating space, if required should be in the same building.	Bidder cannot guarantee the expansion, location, cost etc. as additional space/power is subject to availability and fluctuations in prices. Request to kindly remove.	No Change



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72	71	Annexure 11 – Project Scope & Technical Requirement	Scope	Annexure 11 – Project Scope & Technical Requirement F. Miscellaneous 8. The Bank requires that the proposed Co-hosting site facility provided to the Bank under this RFP must be owned premises or leased premises. In case of leased premises, an unexpired lease period must be for 15 years from the RFP Response due date. The DC Build (i.e. Anti-static flooring, fire proof sealing, walls, flooring, Racks, AC, fire extinguisher, UPS etc.) and IT Infrastructure should be an owned one and not shared. The SP must provide documentation to this effect establishing its right over the Co-hosting site facility to the satisfaction of the Bank. The bidder will be required to provide the relevant details in Annexure 10 - Undertaking on Ownership or leased status from service provider.	Kindly provide a list of the documents expected from the bidder against this requirement.	No Change
73	72	Annexure 11 – Project Scope & Technical Requirement	Scope	Annexure 11 – Project Scope & Technical Requirement G. Technical requirement: 3. The server room area should have a raised floor height of 2ft.	Request to kindly allow the bidders to consider 850 mm raised floor, as the 850mm raised floor height satisfies the technical requirement for the necessary cooling capacity for 10 kW racks.	No Change
74	72	Annexure 11 – Project Scope & Technical Requirement	Scope	Annexure 11 – Project Scope & Technical Requirement G. Technical requirement: 8. The temperature in the server hall should be maintained at 22±2 deg C.	Request to revise this to 23 +/- 2 deg C	No Change
75	72	Annexure 11 – Project Scope & Technical Requirement	Scope	Annexure 11 – Project Scope & Technical Requirement G. Technical requirement: 9. The humidity at the Co-hosting Site should be maintained at 50±5% RH.	Request to revise this to 50 %, +/-20% RH	No Change
76	72 & 76	Annexure 11 – Project Scope & Technical Requirement	Scope	Annexure 11 – Project Scope & Technical Requirement G. Technical requirement 13. Proposed Caged area will have clear space area of 1200 sq. ft. (excluding cage) and will easily accommodate 40 racks (42U Size 800X1200). 54. SP should provision caged area in a server room having contiguous space of 35 Racks on a single floor (preferred). In case Bidder decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with the bank.	The rack count differs in clauses 13 and 54. What is the typical rack density, rack space, and rack count to consider for designing BOB cage?	Please refer the addendum
77	73	Annexure 11 – Project Scope & Technical Requirement	Scope	Annexure 11 – Project Scope & Technical Requirement G. Technical requirement: 23. 32/63 amps single/three phase power sockets will be made available by SP	As per clause "42. Availability of 3 phase, 4 wire power system" given in page no. 75, 3 phase, 4 wire power system is asked to provide. Can we provide 32amps three phase power socket for each rack in N+N configuration?	Please refer the addendum
78	81	Annexure 12 – Service Levels	Scope	Annexure 12 – Service Levels Typical Response & resolution 10 minutes 30 minutes	Request to remove the resolution time since troubleshooting of the critical equipment is always has a dependency on OEMs which may take more time. Since, uptime of 99.982% is already mentioned and is linked to penalties, resolution time may not be of much importance.	No Change
79	85	Annexure 13 – Masked Commercial Bid	Commercial	Annexure 13 – Masked Commercial Bid Note: 11. *The vendor has to consider minimum 30 Sqft space per Rack. Additional racks requirement during the contract period will be placed as per unit price quoted by the bidder.	Kindly let the bidders know about expected area of cage as per the Rack Dimensions and/or 30 Sqft space per Rack	Please refer the addendum
80	92	Annexure 16	General	Annexure 16 – Declaration/ undertaking from bidder to comply with the Information and cyber security controls We hereby agree to comply with the Information and cyber security controls as per Bank's and Regulatory Authorities IT Security Guidelines on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time	This RFP is intended to procure Colocation Services. In Colocation business, the service provider does not have access to client systems, applications, information or data. Accordingly the customer has to own the Information & Cyber Security controls applicable for their data/systems/applications etc. However, we are PCI_DSS and ISO 27001 certified organization and we have all controls in place for our internal systems to handle and comply with industry Security Standards. Since the Policies/standards vary from company to company, business to business, location to location, we may not be in position to exactly match the standards followed by the customers. Hence, the phrase "as per Bank's and Regulatory Authorities IT Security Guideline" should not be applicable for bidders' own internal systems.	No Change



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81	92	Annexure 16	General	Annexure 16 – Declaration/ undertaking from bidder to comply with the Information and cyber security controls The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.	We request to have a concurrence with you on the below listed facts. Kindly accept and confirm. 1. Bidder shall not be required to disclose their financial information, profits, books of accounts, costs breakups etc. and audit shall be strictly restricted to the services and service levels provided by the Bidder to the customer. 2. In case the customer desires to audit the contracted Services i.e. for audits for security considerations related to our provision of Services, customer shall notify us with at least seven (7) days' prior written notice for such audit. The scope and timelines of the audit shall be mutually agreed between customer and us in writing based on contracted services scope. The commercials of such audit shall be paid by customer depending on the agreed scope. 3. If there is any third-party auditor from customer's side, then NDA should be signed between [customer] & Third party Auditor. 4. Due to confidentiality reasons, we will not be able to share the hardcopies/softcopies of our policies or procedures with customer. However, we will be able to show you the same during our DC visit or a scheduled customer audit subject to mutually sign a NDA.	No Change
82	92	Annexure 16	General	Annexure 16 – Declaration/ undertaking from bidder to comply with the Information and cyber security controls We ensure that outsourced critical IT services are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.	Request to kindly provide a complete list of "outsourced critical IT services" expected to be owned by the bidders and to be audited/assessed by an independent professional agency.	No Change
83	92	Annexure 16	General	Annexure 16 – Declaration/ undertaking from bidder to comply with the Information and cyber security controls We abide with all clauses of Bank's Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.	We have all controls in place for our internal systems to handle and comply with industry Security Standards and hence we may not be completely abiding by all clauses of Bank's Cyber Security Controls. Since this RFP is intended to procure Colocation Services, the customer has to own the Information & Cyber Security controls applicable for their data/systems/applications etc. Accordingly, we are considering "Annexure 16" not applicable. Kindly confirm.	No Change
84	93	Annexure 17	General	Annexure 17 – Information/Cyber-Security Measures/Controls for selected Service Provider	We have all Information & Cyber-Security Controls in place for our internal systems to handle and comply with industry Security Standards. Since this RFP is intended to procure Colocation Services, the customer has to own the Information & Cyber Security controls applicable for their data/systems/applications etc. Accordingly, we are considering "Annexure 17" not applicable. Kindly confirm.	No Change
85	103	Annexure 19	Legal	Annexure 19 – SERVICE LEVEL AND NON-DISCLOSURE AGREEMENT FORMAT	We suggest to keep SLA and NDA as a separate document. Further the clauses below in the NDA is not acceptable and this need to be part of Definitive Agreement. 7. DELIVERY 8. Transportation and Insurance 9. Pre-shipment Inspections 10. Supply, Installation, Testing, Commissioning & Acceptance (SITC) 11. Warranty 14. PAYMENT TERMS 15. SET-OFF 16. COVENANTS OF THE SERVICE PROVIDER 18. INDEMNITY 19. PROPERTY RIGHTS 20. PERFORMANCE GUARANTEE 21. TERMINATION: This clause need to be specific to the termination of NDA and not for RFP. 24. AUDIT 25. LIMITATION OF LIABILITY 28. SUBCONTRACTING 30. NON – SOLICITATION	No Change
86	NA	NA	General	Mismatch between GEM Portal financial bid fields and 1730976541.xlsx	Request to please provide a demo on how to enter the values in GeM portal as the "Total Price" window is showing "Price per server per month". But "1730976541.xlsx" is calculating "Total Cost of Ownership (TCO) for 10 Years (Rs.)". Bidders need more clarity on the values to be entered on GeM portal.	Vendor needs to submit commercial as per the MS excel format provided by Bank in GeM portal.



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88	7	2. Project overview	Scope	Bank intends of selecting select a service provider who can provide sufficient space to co-host the IT infrastructure and office space. The proposed DC site should be located at a minimum distance of 5 km and a maximum of 25 km from the Bank's Data Centre in Mumbai.	Request to modify the clause as: Bank intends of selecting select a service provider who can provide sufficient space to co-host the IT infrastructure and office space. The proposed DC site should be located at a minimum distance of 4.5 km and a maximum of 25 km from the Bank's Data Centre in Mumbai.	No Change
89	65	Annexure 11 – Project Scope & Technical Requirement	Scope	A. General 1. The proposed Near DR site should be located at a minimum distance of 5 km and a maximum of 25 km from our Data Centre in Mumbai.	Request to modify the clause as: A. General 1. The proposed Near DR site should be located at a minimum distance of 4.5 km and a maximum of 25 km from our Data Centre in Mumbai.	No Change
90	67	Annexure 11 – Project Scope & Technical Requirement	Scope	B. Server Room Area 11. The SP shall provide adequate power points in the Server cage area allocated to the Bank. Power of approx. 300 KVA (rated power) will be required to the server room for 40 Racks.	We understand that the RFP requirement is for 30 racks instead of 40 Racks. Kindly confirm.	Please refer the addendum
91	67	Annexure 11 – Project Scope & Technical Requirement	Scope	B. Server Room Area 13. The Bank envisages 20 racks to be connected on single phase and 20 racks to be connected on three phases (The approximate consumption per Rack would be 8 KVA). The Bank reserves the right to change this requirement. The billing will be as per actual power consumption by the Bank. In case there is a change in assumptions of the Bank, the difference in quantities would be taken at the unit rate prices as quoted by the SP in the commercial bid.	We understand that the RFP requirement is for 30 racks instead of 40 Racks. Kindly confirm and rectify the 20 Racks + 20 racks requirement in this clause	Please refer the addendum
92	69	Annexure 11 – Project Scope & Technical Requirement	Scope	E. Building Management Systems (BMS) 1.The SP shall provide Access cards, Gate passes to the 10 personnel per shift who would be regularly visiting the site plus 5 more to authorized Bank representatives. Amongst these 10 personals 3 telephone lines are required with local and std connection be provided along with intercom facilities.	Request bank to procure telephone connections on their name separately. SP will not be able to procure the same. Kindly exclude the same from SP's scope.	No Change
93	75	Annexure 11 – Project Scope & Technical Requirement	Scope	45. The entire cabling should be structured; service provider should provide the support for the same throughout the contract period	Kindly suggest if Structured cabling is in scope of the Bidder? What support is required for the same from the Bidder throughout the contract period.	Seating Area Structured LAN Cabling in scope of Bidder, without additional cost to Bank.
94	75	Annexure 11 – Project Scope & Technical Requirement	Scope	48. The service provider must make provision for a power meter to measure power consumption by the bank rack wise.	Separate power meter can be provisioned at additional cost the the Bank. Instead we are monitoring the consumption at the rack PDU level through out branch circuit monitoring system integrated with our BMS. Hence bank shall be able to monitor its power consumption and separate power meter may not be required. Kindly suggest.	Bidder need to quote smart PDUs and ensure that Rack wise Power usage should be available.
95	39	Annexure 2. - Eligibility	Eligibility Criteria	Bidder must be in Data Centre Cohosting business for a minimum period of 5 yrs. (as on RFP date)	We are in our 5th year of operation and need to check if that is ok.	No Change
96	42	Annexure 2. - Eligibility	Eligibility Criteria	The Bidder should be Net profit making entity continuously for the last three years i.e. financial years 2020-21, 2021-22 and 2022-23 OR The net worth of the bidder should be positive as on last financials date and should not have eroded by more	Financial eligibility for net profit to be removed	Please refer the addendum
97	41	Annexure 2. - Eligibility	Eligibility Criteria	The bidder providing the DC facility should have an annual turnover of at least Rs. 100 Crores per annum in last three completed financial years i.e. FY 2021- 22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies). *In case FY 2023-24 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of , FY 2020-21, 2021-22 & 2022-23 will be consider along with an undertaking letter from the bidder that the 2023-24 Statements are not audited.	Financial eligibility for net profit to be removed	Please refer the addendum
98	42	Annexure 2. - Eligibility	Eligibility Criteria	a) Bidder must have provided DC or DRC or Near DR / DC cohosting facility to at least 10 Companies at the proposed DC co-hosting sites in India, b) Out of which there should be at least 2 credentials of Commercial Banks or BFSI in India who have cohosted their data center or disaster recovery site or Near DR site with the service provider at proposed Data Centre. c) Minimum of 40 Racks or 1150 sq ft. area for each of these 2 Commercial Banks / BFSI should have been co-hosted in last 5 years of operations.	Modify this to atleast 1 BFSI end customer and any Non BFSI customer to be provided with . Kindly confirm if Bank is okay if Vi can bid with our Cloud OEM partners and give specific details of their end customers on this point.	Please refer the addendum
99	74	Annexure 10	General /scope	DC ownership clause :	As we are the bidder can we submit the DC ownership document from our Cloud OEM partners.	No Change
100	74	Annexure 10	General /scope	DC ownership clause :	Is subcontracting with Cloud partners okay with bank ?	No Change



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101	42	Eligibility Bid Evaluation, B- Financial	Eligibility Criteria	The bidder providing the DC facility should have an annual turnover of at least Rs. 100 Crores per annum in last three completed financial years i.e. FY 2021- 22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies). *In case FY 2023-24 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of , FY 2020-21, 2021- 22 & 2022-23 will be consider along with an undertaking letter from the bidder that the 2023-24 Statements are not audited.	Due to Pandemic hit there was little dip in the financials of all the companies across the globe.Hence Requesting customer to kindly ammend the clause as below: The bidder providing the DC facility should have an Average annual turnover of at least Rs. 100 Crores in last three completed financial years i.e. FY 2021- 22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies). *In case FY 2023-24 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of , FY 2020-21, 2021- 22 & 2022-23 will be consider along with an undertaking letter from the bidder that the 2023-24 Statements are not audited. Or The bidder providing the DC facility should have an annual turnover of at least Rs. 75 Crores per annum in last three completed financial years i.e. FY 2021- 22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies).	Please refer the addendum
102	43	D Experience & Support Infrastructure	Eligibility Criteria	a) Bidder must have provided DC or DRC or Near DR / DC co-hosting facility to at least 10 Companies at the proposed DC co-hosting sites in India, b) Out of which there should be at least 2 credentials of Commercial Banks or BFSI in India who have co-hosted their data center or disaster recovery site or Near DR site with the service provider at proposed Data Centre. c) Minimum of 40 Racks or 1150 sq ft. area for each of these 2 Commercial Banks / BFSI should have been co-hosted in last 5 years of operations.	Requesting customer to kindly modify the clause as below, Since we have two DC available which is owned by us in Navi Mumbai and Both DC's(Digital campus) are adjacent to each other and the Proposed DC is newly built facility, Hence Consider below mentioned clause to allow us to participate in the prestigious RFP: a) Bidder must have provided DC or DRC or Near DR / DC co-hosting facility to at least 10 Companies at the any of the Navi Mumbai DC (Digital campus) or at any of their own data centers sites across India, b) Out of which there should be at least 2 credentials of Commercial Banks or BFSI in India who have co-hosted their data center or disaster recovery site or Near DR site with the service provider at any of Navi Mumbai Data Centres(Digital Campus) c) Minimum of 20 Racks or 550 sq ft. area for each of these 2 Commercial Banks / BFSI should have been co-hosted in last 5 years of operations.	Please refer the addendum
103	65	Annexure 11 - Project Scope & Technical Requirement B. Server Room Area Point Number 2	Scope	Bank envisages requirement of a dedicated clear space of 1200 sq. feet to host 40 racks of Bank's IT infrastructure in the server room area over the period first 10 years of contract.	Requesting to the customer please confirm the exact rack requirement. The RFP mentions 40 racks, and the BOQ sheet mentions 30 racks.	Please refer the addendum
104	65	Annexure 11 - Project Scope & Technical Requirement A. General Point No. 1	Scope	The proposed Near DR site should be located at a minimum distance of 5 km and a maximum of 25 km from our Data Centre in Mumbai	Requesting that the customer please confirm that the requirement will be for NDC or NDR because the RFP headline mentions that the requirement is for NDC, and in Annexure 11, it is mentioned as Near DR. Please confirm that Also, share the complete address of the Bank's current Data Center in Mumbai	It is Near DC Site for Bank's Mumbai DC , Airoli, Navi Mumbai.
105	65	Annexure 11 - Project Scope & Technical Requirement B. Server Room Area Point Number 12	Scope	Single phase (180 KVA) and three phase (120 KVA) power from two different sources should be made available to support Bank's equipment in the caged area	Requesting that the customer please share the distribution of a single phase & 3-phase requirement within 30 racks.	Bidder need to quote smart PDUs and ensure that Rack wise Power usage should be available.



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106	66	Annexure 11 – Project Scope & Technical Requirement B. Server Room Area Point No. 10	Scope	The provisioned racks by SP should be equipped with the racks PDU's of required rating such as Three Wire Single Phase 32 Amp & 63 Amp and Four Wire Three phase 32 Amp & 63 Amp specified by Bank. Distribution of the Rack's PDU with their types will be made available to the successful SP; the Bank will provide the same when placing the order. The PDU Racks provided by the SP should have below basic technical specifications.	Requesting to the customer to please share the specific OEMs for rack & PDU	Bidder need to quote smart PDUs and ensure that Rack wise Power usage should be available.
107	67	Annexure 11 - Project Scope & Technical Requirement B. Server Room Area Point Number 11	Scope	The SP shall provide adequate power points in the Server cage area allocated to the Bank. Power of approx. 300 KVA (rated power) will be required to the server room for 40 Racks.	Requesting that the customer please confirm the per rack equipment-rated power requirement in KVA	The SP shall provide adequate power points in the Server cage area allocated to the Bank. Power of approx. 320 KVA (rated power) will be required to the server room for 30 Racks.
108	76	G. Technical requirement Point No. 52	Scope	SP should provide read only dash board of various BMS systems related Banks cage area/ seating space to Bank over network	Requesting that the customer please specify the equipment of BMS whose monitoring is required to the Bank over the network	Please refer the addendum
109	76	G. Technical requirement Point No. 57	Scope	SP should provision caged area in a server room having contiguous space of 35 Racks on a single floor (preferred). In case Bidder decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with the bank.	Requesting to the customer please confirm the exact rack requirement. The RFP mentions 40 racks, and the BOQ sheet mentions 30 racks & in technical requirement it mentions 35 racks	Please refer the addendum
110	34	Limitation of Liability	Legal	Limitation of Liability Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value. Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. Under no circumstances the Bank shall be liable to the Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.	We hereby propose to modify the clause as specified below- Notwithstanding anything to the contrary contained herein, the Bidder's aggregate liability arising from obligations undertaken as part of this RFP shall be limited to the Total Contract Value, regardless of the form or nature of the action leading to such liability (whether in contract, tort, or otherwise), including indemnification obligations. Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors shall be unlimited. Under no circumstances shall either party be liable to the other for any direct, indirect, incidental, consequential, special, or exemplary damages arising from the termination of this Agreement, even if the possibility of such damages has been advised. This includes, but is not limited to, losses such as revenue, anticipated profits, or business opportunities (Proposed Change:- Unlimited liability can be accepted only in case of Gross Negligence and Willful Misconduct and not in any other cases.)	No Change