

Sr. No.	Page No	Point/ Section#	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Banks Response	Modified Clause
1	56	12.1 Annexure 1: Technical Requirements	6. False flooring tile made of Calcium silicate	Generally Data Centre installed with Calcium Silicate based or Concrete filled steel flooring panels with fire rated pre designed UDL floor loading capability. Request your kind consideration of the same.	RFP Clause Modified, Please refer corrigendum.	Please read the updated clause as" False flooring tile made of Calcium silicate/Concrete filled steel flooring/cementitious core"
2	56	12.1 Annexure 1: Technical Requirements	9 Proposed Data center to maintain the PUE from 1.5 to 1.8	PUE value is subject to the occupancy of the data Centre and can be maintained upon maximum occupancy. Request you to consider this range as designed PUE of the Data Centre.	RFP Clause Modified, Please refer corrigendum.	Please read the updated clause as " Proposed Data center to maintain the PUE from 1.5 to 2.0
3	57	12.1 Annexure 1: Technical Requirements	The Bidder should have the following Certifications / compliance document and certifications should be in-force: b) NFPA 70 & 75	NFPA 70 & 75 is part of FIRE NOC approval. NFPA 70 & 75 is guidelines and there is no specific Certification. Self certification complying to the norms shall be submitted.	NFPA 70 & 75 has to comply under FIRE NOC approval.	
4	57	12.1 Annexure 1: Technical Requirements	Gate passes to enter SP's premises for Bank's representatives- free of any cost.	Please specify the number of gate passes per site is required .	Required Details will be shared with successful bidder	
5	58	12.1 Annexure 1: Technical Requirements	27 A power meter that can measure the exact power consumption by the BANK's equipment shall be setup for the BANK's in caged area.	Rack Power got measured at Remote power distribution unit and being shard infra it is kept in utility bay to avoid operations/ Maintenance staff entrefring to Customer Caged area / DC hall area. Request your kind consideration of the same.	S.I has to provide alternative arrangement where the BANK can measure exact power consumption by the Banks equipment.	
6	58	12.1 Annexure 1: Technical Requirements	34 Each rack should be provided with minimum 5 KVA of power per rack	We are considering 5KVA as actual consumed power per rack. Kindly confirm.	5KVA is the average power that is consumed per Rack.	
7	58	12.1 Annexure 1: Technical Requirements	There should be CCTV (with night vision with 12m range) monitoring for surveillance of the BOM racks in the server hall area. The CCTV surveillance should cover BOM's rack space area and other critical areas where Bank's components are placed. Activities should be recorded and the archival should be kept for at-least 90 days. Thereafter it should be provided to BOM on DVD/kept in storage devices (External Hard Disk – USB).	Request you to remove the clause for providing Video on DVD/ External Drive. Kindly do the needful.	No change in RFP Clause	
8	60	12.1 Annexure 1: Technical Requirements	55 The network link required between seating area and Bank's server caged area shall be provided within 24 hours of such request from the Bank.	The network link shall be provided on days 1 upon handover of seating space. Any additional Link for seating space can't be delivered in 24 Hours as there is procurement, supply and installation timelines involved in delivert of the link. Request you to remove this clause.	S.I has to provide the minimum 5 seating space as per RFP where the S.I has setup the network link from the seating area to Banks server caged area. If any additional is requirement then we will inform you accordingly.	
9	14	4.2 Project Scope	The service provider has to provide sufficient space to co-host the Bank's DC and relocate & maintain NDR IT infrastructure. The Near Site should be located to maintain the bank's RTO of near zero.	Can We offer DC and Near DR in same campus and in different buildings? In case bidder have only one DC in Pune, Shall bidder quote only for DC or Near DR?	DC and Near DR can be offered in Different building in the same campus. Bidder has to quote for both DC and NDR in one bid.	
10	15	4.2 Project Scope	Bank will require seating space for at least 5 persons at DC and at least 3 persons in NDR facility and to be augmented to the capacity of 10 at DC during the tenure of contract. However, the seating space at DC & NDR will be billed as per usage.	Can bidder has choice to provide future 5 no's seating space in the same floor or some other floor as it is difficult to hold the contagious space for longer time? Please confirm.	Contiguous space is required. Seating space arrangement can be any floor but Contiguous space is required.	
11	15	4.3 Project Timelines	The Bidder is expected to adhere to the timelines stipulated below. Non-compliance to these timelines by the Bidder would lead to Liquidated Damages as stated in this RFP:	Considering current pandemic situation, procurement and delivery may get extended to ~10weeks for DC and 8 weeks for DR . Request for your kind consideration	RFP Clause Modified, Please refer corrigendum.	Please read the updated clause as * 10 weeks for DC from date of issuing the purchase order to the SP. & 8 weeks to DR from date of issuing the purchase order to the SP "
12	16	5.1.1 General	XI. Service provider shall have provision for on demand meeting room/ conference room.	Kindly confirm the frequency and duration it might be required for.	Required Details will be shared with successful bidder	
13	17	5.1.1 General	XVIII. Bank may in future require additional space at the Data Centre or Near Site during the contract period. In the event Bank wants additional space for expansion, the same will be provided to the Bank within the same floor at the current agreed prorata rates. Bank cannot provide any time frame to inform Bidder for taking up additional space.	The future space requirement is based on the site feasibility at that point in time shall be confirmed by the bidder. The space can be provided on same or other floor upon availability of desired rack space.	RFP Clause Modified, Please refer corrigendum.	Please read the updated clause as" Bank may in future require additional space at the Data Centre or Near Site during the contract period. In the event Bank wants additional space for expansion, the same will be provided to the Bank within the same floor/other floor in the same building at the current agreed prorata rates. Bank cannot provide any time frame to inform Bidder for taking up additional space.
14	18	5.1.1 General	Bank envisages an addition of more racks in the future. However, there should be requirement of additional space in the future, other than the space for existing racks the bidder should be able to provide the same on the prorated per square feet cost within the same facility, contiguous to the existing rack spaces.	the current RFP ask is to quote for Total No of rack sand the Power. hence to make the future requirement on prorata basis, request you to remove the clause for rate per sq. Ft.	No change in RFP Clause	
15	18	5.1.2 General	III. The bidder shall provide a dedicated caged rack space area of 3 Racks + Provision of 3 Racks for future requirement of 42 U for Bank's NDR. The Bidder is required to provide continuous area of on the first floor or above the first floor only.	For DC, the layout shows 36 racks, while the RFP mentions 37 racks. Kindly confirm the exact number. For NDR, kindly share the preferred layout.	37 Racks only +13 of standard size. For NDR layout will be shared with successful bidder.	
17	18	5.1.1 General	XII. The bidder shall provide adequate numbers of 32 amps industry standard sockets in single phase and adequate numbers of 64 amps industry standard sockets in three phase in Bank's rack space as per the layout.	The 64Amp, three phase socket is non-standard requirement. Request you to consider the 32Amp, three phase power sockets. Apart, request you to confirm the no of racks required to have three phase power cabling.	No change in RFP Clause	

18	19	5.1.1 General	XVI. The bidder will be responsible for the extension of links from the bidder's tele-communication room to rack space area irrespective of whether the communication links are taken from the bidder. The bidder shall extend such links from their network communication room to the rack space provided to the Bank to host their DC/NDR infrastructure. Such cost should be included in the one-time charges table in the commercial sheet.	The cross connect will also incur the recurring charges.	No change in RFP Clause	
19	19	5.1.1 General	XIX. The vendor shall provide one time LAN cabling from the Network rack to the Server Racks as per the network designed finalized with the Bank's network team at no additional cost to the Bank. Vendor to use CAT6A/OM3 cables of any top three OEM. All patch-panels/LIUs will be fully populated with CAT6A/Multimode/Single mode Fibre chords as per requirement/space provisioned to Bank. Vendor to provision passive components on site for immediate replacement/maintenance/connectivity etc.	This cost will be quoted separately basis the no of port per rack / no of active paths post the finalization of the scope of work.	No change in RFP Clause	
20	22	5.1.2 Server Room Area &	IV. The bidder shall provide a storage area of 50 Sq. Ft. (5x10 Feet) in Bank's DC for storage/safe keep of spare servers/routers/devices. V. Storage/godown facility (40 Sq.ft.) to be provided with exclusive access to BOM authorized personnel to meet the time gap between supply and installation/storage purposes.	Please confirm 50 Sq. Ft or 40 Sq. Ft. area to be consider	50 sq ft is required for placing the fireproof almeria . 40 sq ft is required for temporary baiss for keeping the devices during transit period .	
21	14	4.2 Project Scope	The service provider has to provide sufficient space to co-host the Bank's DC and relocate & maintain NDR IT infrastructure.	Can the SP quote for either of DC and NDR?	SI has to quote for both DC and NDR.	
22	14	4.2 Project Scope	The Data Center and Near site should be located in Pune and should be within 25 kms from the each other.	Requesting Bank to amend the said requirement of maximum distance between DC and NDR to be 35 kms to qualify	No change in RFP Clause : Aerial distance is 25 kms and the laying of cable From DC TO NDR may differ from the Aerial distance.	
23	16	5.1 Data Center co-hosting & Near Site relocation requirements -	The complete electrical and communication cabling (copper cable, fiber cable, connectors should be of reputed brands) has to be performed by the Co-hosting Service Provider. LAN Cabling will be completed by the bank.	Please let us know whether Scope for Supply and installation of the Inter rack cabling i.e. Copper and Fiber cabling is in Bank's Scope or Bidder have to supply and install the same.	The clause is self Explanatory.	
24	17	5.1 Data Center co-hosting & Near Site relocation requirements -	At the DC/NDR the entire facility should have power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source. In case of primary power failure, UPS should have back up power for minimum 30 minutes.	As per standard Design of the proposed facility, We have UPS system installed in N+N configuration with 15 mins battery back up, along with DG Sets in N+1 configuration. In addition to this, On premise Diesel storage can support complete DC operations for minimum 24 hrs. Hope same is fine with the bank, request to accept and confirm	RFP Clause Modified, Please refer corrigendum.	Please read the updated clause as " At the DC/NDR the entire facility should have power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source. In case of primary power failure, UPS should have back up power for minimum 15 to 30 minutes.
25	17	5.1.2 Server Room Area	A separate meter should be installed to evaluate the power consumption for Bank's equipment hosted at the DC/NDR site. Bank/ or its designated agency will have the right to audit the Co-hosting facility including the power meter for consumption.	We will deploy a system with meters/Branch circuit monitoring deployed at individual rack/circuit level, this can be audited by customer so there is no additional requirement to deploy separate power meter. Hope same is fine with Bank	SI integrator has to provide the facility wheren Bank can check and measure the maxium consumption used by the equipment in the cage.	
26	17	5.1.2 Server Room Area	Bank may in future require additional space at the Data Centre or Near Site during the contract period. In the event Bank wants additional space for expansion, the same will be provided to the Bank within the same floor at the current agreed prorata rates. Bank cannot provide any time frame to inform Bidder for taking up additional space.	Please confirm if Bidder can provide the existing required (37+13 Racks) and additional space (over and above 50 racks) on the same floor or building or premises as per availability. Hope same is fine with Bank	Initially we required 37+13 RACKS space only. If, on requirement of additional space, the bank inform to SI for providing additional space. No change in the RFP clause.	
27	18	5.1.2 Server Room Area	II. The bidder shall provide a dedicated caged rack space area of 50 Racks which includes Storage, Tape library etc., (provision of 13 Racks of standard size included in 50 Racks) to host Bank's DC IT infrastructure in the server room area. Bank envisages an addition of more racks in the future. However, there should be requirement of additional space in the future, other than the space for existing racks the bidder should be able to provide the same on the prorated per square feet cost within the same facility, contiguous to the existing rack spaces. In case vendor decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with the bank. The server room should be on first floor or above the first floor only.	Kindly confirm if Bank will be requiring total 50 rack space or 37 Rack space in Day one to be allocated within Caging. For Future 13 Rack space, first right of refusal would be given to Bank before allocating to other customer. Hope this is fine with Bank.	We required 50 rack space. No change in the RFP Clause.	
28	26	5.1.17 Existing Rack Dimensions	5.1.17 Existing Rack Dimensions	Rack dimensions mentioned in the RFP and shown in the existing DC layout we received from Bank namely "Rack Layout for DC CO Host" are different. Kindly confirm if Bidder can consider Dimensions given in the RFP Page No. 26 to prepare the proposed DC Caged layout for proposal	In the Layout the Racks of approximately equal in dimension are merged and shown as one RACK. Please refer to the rack dimensions provided in the Table page no 26.(5.1.17)	
29	26	5.1.17 Existing Rack Dimensions	5.1.17 Existing Rack Dimensions	As per the standard DC layout, width of Cold and Hot aisles inbetween Rack rows will be of 1200mm, but Cold/ Hot aisles falling after last Rack rows can be of 600mm wide. However, This is sufficient to provide the required cooling CFM as per the design. Hope this is fine with Bank Kindly confirm	RFP Clause Modified, Please refer corrigendum.	Please read the updated clause as " Rack Area as per existing rack dimensions provided in point 5.1.17 should be considered while making any provisioning including hot & cold aisle area from all sides i.e Cold Aisle will be 1200 mm & for Hot Aisle Minimum 1000 mm & Maximum 1200 mm"
30	18	5.1.2 Server Room Area	X. Service Provider has to ensure the same load from Day-1. Additional power, if required shall be made available by the Service Provider. Bank will pay only for consumed power and will not pay for rated power. The bidder should provide mechanism to measure rack wise power consumption. The bidder shall quote for the same in the "Annexure 10 Commercial Bill of Material".		No change in RFP Clause	

31	18	5.1.2 Server Room Area	The bidder shall provide a dedicated caged rack space area of 3 Racks + Provision of 3 Racks for future requirement of 42 U for Bank's NDR. The Bidder is required to provide continuous area of on the first floor or above the first floor only.	Kindly confirm if Bank will be requiring total 6 rack space or 3 Rack space in Day one to be allocated within Caging. For 3 future rack space, first right of refusal would be given to Bank before allocating to other customer. Hope this is fine with Bank.	Required 6 rack space. No change in the RFP clause.	
32	18	5.1.2 Server Room Area	XI. The Bank requires a dedicated power meter that can measure the actual power consumption by the Bank's equipment. This consumed power will be payable by the Bank at the unit rates provided in the commercials throughout the tenure of the contract. This power usage will be ONLY for the racks that are setup for Bank and not any other environmental devices such as precision air conditioners etc.		No change in RFP Clause	
33	18	5.1 Data Center co-hosting & Near Site relocation requirements -	Single phase and three phase power should be made available to support Bank's equipment in the server room/hall area.	Please specify no. of pair of Single or Three phase power supply distribution required for the racks	Required Details will be shared with successful bidder	
34				Please confirm if Bidder provides 32 A Power supply in both Single and Three phase. Hope this is fine with bank	No change in RFP Clause	
35	18	5.1.2 Server Room Area	XIV. The Service Provider should ensure that minimum 5KVA of power is provided for each rack. The power requirement per rack may vary and the service provider needs to provision the power as per Bank's power requirements per rack.	Please confirm if this 5 KVA is Rated or Consumed power per rack	Consumed Power of 5KVA per rack	
36	19	5.1.2 Server Room Area	XIX. The vendor shall provide one time LAN cabling from the Network rack to the Server Racks as per the network designed finalized with the Bank's network team at no additional cost to the Bank. Vendor to use CAT6A/OM3 cables of any top three OEM. All patch-panels/LIUs will be fully populated with CAT6A/Multimode/Single mode Fibre chords as per requirement/space provisioned to Bank. Vendor to provision passive components on site for immediate replacement/maintenance/connectivity etc.	Lan cabling details, also in SoW on page no 16 as shared in point above. 1. Network type: Active-Active with dual path Network cables connecting from Network rack to Server Rack Or Standalone N/W rack configuration 2. No of Network Rack to Server rack Ration (N/W rack required for Server Rack) 3. No of CAT6A port per Rack per Active N/W 4. No of Fibre Port per Rack per Active N/W 5. Type of Fibre OM3 or OM4 6. No of Single Mode Fibre Patch Cord & Lengths etc. 7. Please share the Network Diagram or Structured Cabling architecture for understanding 8. Any specific brand preference for LAN Cabling, Please confirm.	Required Details will be shared with successful bidder	
37	19	5.1.2 Server Room Area	The bidder will be responsible for the extension of links from the bidder's tele-communication room to rack space area irrespective of whether the communication links are taken from the bidder. The bidder shall extend such links from their network communication room to the rack space provided to the Bank to host their DC/NDR infrastructure. Such cost should be included in the one-time charges table in the commercial sheet.	Please confirm the total No. of Copper and No. of Fiber cross connects from MMR to Racks within the Caged setup	Required Details will be shared with successful bidder	
38	19	5.1.3 Communication Area - Kharadi	The service providers should be available in and around the facility building are as follows a. BSNL/MTNL b. Bharti Airtel c. TTML d. TCL e. Vodafone f. Sify g. Reliance/Jio h. Railtel	In the proposed Datacenter at Kharadi, Railtel is not available however, Bank can initiate the connection request with Rail tel as per the requirement. Hope this is fine with Bank.	Bidder understanding is correct	
39	19	5.1.3 Communication Area - Hinjewadi	The service providers should be available in and around the facility building are as follows a. BSNL/MTNL b. Bharti Airtel c. TTML d. TCL e. Vodafone f. Sify g. Reliance/Jio h. Railtel	In the proposed Datacenter at Hinjewadi, As of now, TCL & Airtel are available however, Bank can initiate the connection request with other ISPs as per the requirement. Hope this is fine with Bank.	Bidder understanding is correct	
40	20	5.1.3 Communication Area - A -	provision of additional 20 individual cross connects (10 fiber and 10 Gigabit Ethernet) per year from Mux room to server room needs to be done. The bidder shall factor the cross connects in the Annexure 10 – Commercial Bill of Materials. Payment will be made as per actual utilization (only for DC). Bidder shall identify the requirements for the cross connect cables at DC and NRC, between Communication room and Hosted area. If required by bidder, bidder may visit the existing sites. Bidder shall be end to end responsible for the same for the period of contract.	Please specify Day one requirement of Copper and Fiber cross connects. We understood these 20 cross connects are over and above Day one requirement. Kindly confirm on this.	Required Details will be shared with successful bidder	
41	20	5.1.4 BMS (Building Management Systems) -	There should be CCTV cameras (IP Cameras) with night vision with 12m range monitoring for surveillance of building entrance, exits and other critical areas where Bank's components are placed. Activities to be recorded and the archival should be kept for at-least three months. Thereafter it should be provided to Bank on DVD/ kept in storage devices (External Hard Disk – USB)/storage vault.	Please confirm if CCTV (IP Cameras) with night vision with 12m range is required for only within Bank's proposed Caged setup. Video archival facility will be considered specifically for the Banks Caged setup. Hope this will be fine with Bank	Bidder understanding is correct	

42	21	5.1.5 Seating Space -	The Bank requires seating space for 5 Seats in the same DC building which could be scalable to 10 seats at site and 3 seats in the same NDR. One screen is required at DC for monitoring purpose. However billing for the seats at NDR will be done as per usage. The seating space should have communication (LAN) facility with server room for the users to work remotely on the servers from this seating space.	Please confirm probable timelines for future projected 5 seats required. Also Kindly confirm Day one requirement will be 5 or 10 seats.	Day one requirement will be 5 seats	
43	21	5.1.6 Civil Requirements	False flooring tile made of Calcium silicate.	As per standard design, proposed Data hall is deployed with false floor made up of cementitious core and not of Calcium silicate. Please confirm if this is complied with the Bank's requirement	RFP Clause Modified, Please refer corrigendum.	Please read the updated clause as " False flooring tile made of Calcium silicate/Concrete filled steel flooring/cementitious core"
44	22	5.1.7 Power Supply Requirements	VI. All power feed must be protected from brownout, spike & surge by Uninterrupted Power Supply, with capacity to supply stable power up to 2 hours after primary power failure.	As per standard Design of the proposed facility, We have UPS system installed in N+N configuration with 15 mins battery back up, along with DG Sets in N+1 configuration. In addition to this, On premise Diesel storage can support complete DC operations for minimum 48 hrs. Hope same is fine with the bank, request to accept and confirm	No change in RFP Clause	
45	22	5.1.8 Miscellaneous	Storage/godown facility (40 Sq.ft.) to be provided with exclusive access to BOM authorized personnel to meet the time gap between supply and installation/storage purposes.	Please confirm is this can be given for temporary usage for upto 7-10 days as per the availability. Hope this is fine with Bank or it is required on permanent basis	temperory purpose usage only . The requirement arises as and when new hardware is delivered.	
46	23	5.1.9 Business Continuity	In the event of failure of the bidder to render the service, without prejudice to any other right the Bank shall have as per this agreement, the bank at its sole discretion may make alternate arrangements for getting the services from any other source and if the bank gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any incurred by the bank in availing such services from the alternative source.		No change in RFP Clause	
47	24	5.1.15 Quality Control and Audit	The Bank's at its discretion may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products/solution, which does not meet the specifications provided by the Bank. Nothing stated here in above shall in any way release		No change in RFP Clause	
48	43	PBG	Need clarity on PBG %	Suggest to keep 3% as before	As per govt guide lines	
49	47	Force Majeure	Para 2 should include:	Pandemic/edidemic/corona to be included in the clause	No change in RFP Clause	
50	53	Termination	The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Sixty (60) days prior written notice to the bidder without assigning any reason.	Termination by conceninnce should be available to either party	No change in RFP Clause	
51	70	SLA	Penalty charges: XX days equivalent of Charges for that year's total DC/ NDR Co-hosting amount	Consider the monthly charges for the calculation	RFP Clause Modified, Please refer corrigendum.	Please read the updated clause as "xx days equivalent of Charges for that Quarterly of total DC/ NDR Co-hosting amount"
52	70	SLA	Penalty at the rate of 1% of annual rental charges for every 0.1% lower than the stipulated uptime	Consider the monthly charges for the calculation	RFP Clause Modified, Please refer corrigendum.	Please read the updated clause as "Penalty at the rate of 1% of Quarterly rental charges for every 0.1% lower than the stipulated uptime
53		Payment	Quarterly arrears	Power & space Monthly arrears. In our past 8 years of experince due to process , the payments are delayed beyond six months of invoice date and we have to incur finance cost for the unpaid bills. The power is a pass thru expense and we have to pay MSEB on monthly basis. Kindly change the payment terms to monthly	No change in RFP Clause	
54	67	Annexure 5: Eligibility Criteria Compliance	Proposed Data Centre is owned or in case of leased premises, an unexpired lease period must be for 10 or more years from the RFP Response due date.	Request Bank to accept Master service agreement valid for 20 years to be acceptable as a proof of leased premises as we have taken space from 3rd party DC (Nxtra) to host our customers.	As per the RFP the unexpired leased period must be minimum 10 years or more.	
55	69	Annexure 5: Eligibility Criteria Compliance	The Bidder should have the following Certifications / compliance document and certifications should be in-force: a) ISO 27001 or BS 7799 - 3 Certified b) NFPA 70 & 75 c) IS 1893:1984 Seismic Compliance d) TIA 942 compliance for Architectural, electrical, cooling and network e) Air Quality in data center site should be of severity level G1 (mild) as per ISA-71.04	All certifications are in the name of 3rd party DC on whom we have take space for reselling, requesting back to consider the same for eligibility	Bidder understanding is correct	
56	14	4.2 Project Scope	The Data Center and Near site should be located in Pune and should be within 25 kms from the each other.	Requesting Bank also to clarify if a own DC is not available for proposed NDR, can bidder hire services from qualified 3rd party DC and offer it to Bank. If the bidder can co -host the NDR in same building as DC site on different floor.	Bidder understanding is correct	
57	14	4.2 Project Scope	The service provider has to provide sufficient space to co-host the Bank's DC and relocate & maintain NDR IT infrastructure. The Near Site should be located to maintain the bank's RT0 of near zero. The Data Center and Near site should be located in Pune and should be within 25 kms from the each other.	We are suggesting to Bank for keeping two different locations i.e. outside Pune for DC & NDR requirement from a Single Service Provider that will give better service, reliability to the Bank, also DR site works different the primary site	No change in RFP Clause	
58	18	5.1.2 Server Room Area	The server room should be on first floor or above the first floor only	We are requesting Bank to cosnsider Mezzanine floor for server room	No change in RFP Clause	

59	19	5.1.1 General	The bidder will be responsible for the extension of links Such cost should be included in the one-time charges	This should be consider as recurring cost by Bank, if any material is get spoiled then how suppot cost will get justify, for 5 years of contract period. Also supporting repair or replacement cost need to add in commercial line item	No change in RFP Clause	
60	19	5.1.1 General	The vendor shall provide one time LAN cabling from the Network rack to the Server Racks as per the network designed finalized with the Bank's network team at no additional cost to the Bank.	This should be consider as recurring cost by Bank, if any material is get spoiled then how suppot cost will get justify, for 5 years of contract period. Also supporting repair or replacement cost need to add in commercial line item	No change in RFP Clause	
61	28	6.2.2 Bidder's Past Experience	The Service Provider must have provided co-hosting space for at least 35-rack space area in Tier III Data Centre or higher co hosting facility at proposed site in India/>= 4 Projects with at-least 35 rack space : 15 Marks 3 Projects with at-least 35 rack space : 13 marks 2 Similar Project with at-least 35 rack space : 10 1 Similar Project with at-least 35 rack space : 05	We request to amend the clasue as, The Service Provider must have provided co-hosting space for at least 20 rack space area in Tier III Data Centre or higher co hosting facility site. 3 Projects with at-least 20 rack space : 15 Marks 2 Projects with at-least 20 rack space : 13 marks 1 Similar Project with at-least 20 rack space : 10 Marks	No change in RFP Clause	
62	65	12.5 Eligibility Criteria Compliance	The bidder should have a minimum turnover of Rs.200 crores per annum in any two of the following financial years FY 2018-19, 2019-20 and 2020-21	Please amdend clause as rThe bidder should have a minimum below turnover of Rs.50 crores in any two of the following financial years FY 2018-19, 2019-20 and 2020-21 because as per CVC gudielines the turnover value should consider 30% of the estimated project value, Please refer supporting URL for your reference - https://cvc.gov.in/sites/default/files/six.pdf	No change in RFP Clause	
63	75	3. One Time Charge	Cross Connect cost considered in OTC	This should be consider as recurring cost by Bank, if any material is get spoiled then how suppot cost will get justify, for 5 years of contract period. Also supporting repair or replacement cost need to add in commercial line item	No change in RFP Clause	
64	1	Eligibility Criteria Compliance	The bidder should have a minimum turnover of Rs.200 crores per annum in any two of the following financial years FY 2018-19, 2019-20 and 2020-21	We are MEITY empanelled Indian Cloud Service Provider (CSP) and MSME registered firm wherein we request you to reduce the ask as below: The bidder should have a minimum turnover of Rs.100 crores per annum in any two of the following financial years FY 2018-19, 2019-20 and 2020-21. So, that it will give an Indian CSP like us a chance to participate in this prestigious assignment.	All the Government Guidelines regarding MSME will be followed during the evaluation process	
65	Clause 8.2.7	Aadhar Act		Request inputs of applicability of this Act for colocation/data centre services where we will be providing with space, power and cooling	No changes in the RFP clause.	
66	Clause 9.2	Payment terms	Billing team to review	Payment terms to be mutually agreed at the time of formalization.	No changes in the RFP clause.	
67	Clauase 9.4	Compliance with all applicable laws	However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities	Request to delete the text in red	No changes in the RFP clause.	

68	Clause 9.5	Limitation of Liability	We recommend to limit the liability to 12 months monthly recurring charges for both parties for any direct damage. Also, consequential and indirect loss/damages should be excluded. For any SLA breach, Bank can claim service credits.	Notwithstanding any other provision hereof, neither Party shall be liable for (a) any indirect, incidental, special, consequential, exemplary or punitive damages or (b) any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, interference with business or cost of purchasing replacement services, arising out of the performance or failure to perform under this agreement, whether or not caused by the acts or omissions or negligence (including gross negligence or willful misconduct) of its employees or agents, and regardless of whether such party has been informed of the possibility or likelihood of such damages. For any liability not excluded by the foregoing or section 11(d) and 11(e), each of the Party shall in no event be liable in an amount that exceeds, in the aggregate for all such direct liabilities or direct loss, the most recent twelve (12) months recurring charges paid for the colocation space paid by Customer pursuant to the applicable COF giving rise to the liability. The liability of each of the Party shall not be limited in case any claim arising on account of: (i) death or personal injury resulting from the gross negligence of that Party or their servants, agents or employees; (ii) fraud or fraudulent misrepresentation; (iii) any matters for which liability cannot be excluded or limited under applicable law.	No changes in the RFP clause.		
69	Clause 9.6	Indemnity	The indemnity provision is broad and can be invoked for breach of STTGDCI. We request that indemnity should be invoked for specific nature of breach involving third party claims and for the rest parties can resort to other remedieis available in the contract.	We recommend the below clause which is customary for colocation/data centre services: a) Each Party shall indemnify, defend, reimburse and hold harmless the other Party from and against any claims by third parties (including any governmental authority) arising from personal injury or death caused by such Party's gross negligence or willful misconduct. Bank shall also indemnify, defend and hold Service Provider harmless from any and all claims (including claims by any governmental authority seeking to impose penal or criminal sanctions or otherwise sealing of any portion or imposing any restrictions on use of any part of the premises or Facilities of Service Provider) relating to Bank's or its End Users' use or misuse of the Services or violation of the colocation guidelines. b) The indemnified Party (i) must notify the other Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the other Party is prejudiced thereby; (ii) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the other Party shall have control of the defense and settlement; and (iii) shall reasonably cooperate with the defense.	No changes in the RFP clause.		
70	Clause 9.13	Confidentiality	Request to Bank of Maharashtra to consider the following modification: This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. <u>Deliberate</u> Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said bidder <u>after giving reasonable opportunity of being heard to the Vendor/Bidder.</u>	suggested modifications in red	No changes in the RFP clause.		
71	Clause 9.14	Force Majeure	Suggest to modify the language to exclude Bidder from its obligations if such obligations are prevented or delayed due to Force Majeure event		No changes in the RFP clause.		
72	Clause 9.18	Exit option and contract re-negotiation	Sales team to review		No changes in the RFP clause.		

73	Clause 9.20	Assignment	We request to delete the following text: The Bank shall have the right to assign such portion of the AMC services to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) Termination of the contract with the Bidder for any reason whatsoever; (iv) Expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against the Bidder. The Bidder shall ensure that the said subcontractors shall agree to provide such services to the Bank at no less favourable terms than that provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract.	The scope of the services being sensitive, Bank can appoint other service provider but cannot assign service to subcontractors. Bank cannot any obligation of STTGDCI to any third person.	No changes in the RFP clause.		
74	Clause 9.21	Intellectual Property Rights	The scope of services doesn't involve IP and we request to exclude this clause. Each Party shall retain its own IP.		No changes in the RFP clause.		
75	Clause 9.27	Termination.	Sales team to review the termination rights with Bank. There is also termination for convenience upon 60 days notice. There is no ETC for early termination	We recommend that Bidder should have following termination rights: Supplier shall have the right to immediately terminate or suspend this Agreement or any COF(s) (as applicable), and discontinue or suspend the delivery of the affected Services (without liability) in the event that: (a) Bank fails to make a payment when due and Bank fails to cure such breach within fifteen (15) days after receipt of written notice from Supplier; or (b) Bank has violated any law, rule, regulation of any Governmental Authority related to the Services or Bank's use thereof; or (c) Bank has engaged in conduct that has caused or may cause (in Supplier's sole reasonable judgment) damage to the Facilities, Supplier network or third parties; or (d) Supplier receives any direction, notification or instruction from any Governmental Authority to suspend or terminate the provision of Services to Bank. Upon any suspension pursuant to (a), (b), (c) or (d) above, Supplier shall provide written notice (where practicable) thereof to Bank. If Bank cancels any of the Services or COF during	No changes in the RFP clause.		
76	Clause 9.28	Effect of termination	Sales team to review		No changes in the RFP clause.		
77	new clause to be added			Misuse of the Services. (a) Customer is prohibited from marketing and/or re-branding the Services purchased by it as its own product and services or to resell the Services to third parties without specific prior written permission of the Service Provider. (b) Customer shall not use the Services nor allow the Services to be used to transmit, distribute or store contents or messages (including e-mail messages) which are illegal, potentially harmful (including but not limited to viruses, worms, password-cracking programs or Trojan horses); or fraudulent or misleading (including but not limited to false, deceptive, or misleading statements, claims, or representations), or to transmit or distribute unsolicited e-mail messages where such e-mail messages could reasonably be expected to provoke complaints (SPAM). (c) Customer shall also ensure that the contents, communications, data etc. transmitted, processed, controlled, stored, destined and/or sourced from the equipment (including those placed in the colocation space allocated to Customer in the colocation facility of the Service Provider), cross-connects and network of Customer shall comply with applicable laws and regulation including data protection laws. Customer acknowledges responsibility for any grossly negligent or willful acts or omissions resulting in claims by government or statutory authorities seeking to impose penal sanctions or otherwise barring Service Provider's	No changes in the RFP clause.		

78	Fail Clause	Integrity Pact	modifications in red	<p>"6.1 The Bidder undertakes that it has not supplied / is not supplying, <u>at the time of execution of this Integrity Pact, similar same</u> products/systems or subsystems/ services <u>from the site proposed to the bank as Datacenter by the Bidder</u> at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that <u>similar same</u> products/systems or sub systems was supplied by the Bidder <u>in breach of this undertaking</u> to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded. <u>Notwithstanding anything, clause 7.1 is the sole and exclusive remedy available to the BUYER in case of breach of the above stated undertaking by the Bidder.</u>"</p>	No changes in the RFP clause.		
----	-------------	----------------	----------------------	---	-------------------------------	--	--