



RFP For Datacenter Colocation Services

RFP NO: CO: BOBCARD/IT RFP/2024- 25/03 Dated: 08-01-2025

Sr. No.	Document Name	Pg No	Point No	Tender Original Clause	Clarification	Request for Change / Modification / Addition / Deletion	BOBCARD Responses
44	rfp-for-dc-colocation-services.pdf	37	9.4.	<p>9.4. No liability All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall company be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.</p> <p>Company 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 the Service Provider as part of this Agreement.</p> <p>Under no circumstances Company shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this project, even if Company has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business</p>	<p>We request that the clause be amended to reflect -</p> <p>- Maximum liability of the Vendor shall not exceed the aggregate of charges paid or payable by the Bank for such goods and/ or impacted services in the 6 months immediately preceding the date of the act or omission giving rise to the claim under the contract, hardware cost deployed on bidders colocation and business loss as actual.</p> <p>- The limitations set forth herein shall not apply with respect to: fraud, breach of confidentiality provisions, bodily injury or death due to NTT's negligence.</p> <p>Further we notice that indirect and consequential losses and damages are only excluded for Company. We request that it be excluded for the selected Vendor as well and the selected vendor will not be liable for any loss of profits, loss of data, revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.</p>	Modification	<p>Maximum liability of the Vendor shall not exceed the aggregate of charges paid or payable by the Bank for such goods and/ or impacted services in the 6 months immediately preceding the date of the act or omission giving rise to the claim under the contract, hardware cost deployed on bidders colocation and business loss as actual. other part of the said clause remains same.</p>