



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
1	Annexure 01 Eligibility Criteria.xlsx		2	The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 Bidder should specifically certify in Appendix A in this regard and provide copy of registration certificate issued by competent authority wherever applicable.	Kindly provide Appendix A	Addition	Bidder should specifically confirm on their letter head in this regard
2	Annexure 01 Eligibility Criteria.xlsx		3	The Bidder must have turnover of minimum 1000Cr average operation in India during last 03 (three) financial year(s) from Datacenter Co-location services i.e. FY 2021-2022, 2022-23, 2023-24 and 1000+cr for FY 2023-24 Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding / current year may be submitted.)	Request to please accept CA certificate since Certificate from statutory auditor is not possible for any of the bidders	Modification	Submit the CA certificate for all three years.
3	Annexure 01 Eligibility Criteria.xlsx		4	The Bidder should be profitable organization for at least 02 (two) out of 3 (three) financial years mentioned in above para. Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor .	Request to please accept CA certificate since Certificate from statutory auditor is not possible for any of the bidders	Modification	Submit the CA certificate for all three years.
4	Annexure 01 Eligibility Criteria.xlsx		6	The Bidder must be in Data Centre Co-location business for a minimum period of 10 yrs. in India (As on RFP date). Any kind of consortium or leased/hired spaces from other service providers will not be allowed. Datacenters and all sort of certifications should be directly in the name of bidder. Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.	Kindly remove user acceptance report as this is not relevant to Colocation projects	Deletion	Bidder should specifically confirm on their letter head in this regard
5	Annexure 01 Eligibility Criteria.xlsx		7	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least 3 client references are required) Bidder should specifically confirm on their letter head in this regard as per Appendix-P	Kindly provide Appendix-P	Addition	Bidder should specifically confirm on their letter head in this regard
6	Annexure 01 Eligibility Criteria.xlsx		14	The distance from BOBCARD Goregaon office to the proposed data center building should not be more than 40 km [Provide Google Map Coordinates (LAT/LONG)]	Request to please provide Google Map Coordinates (LAT/LONG) of BOBCARD Goregaon office	Modification	19.1742581, 72.8447561. 15th Floor DLH park, Goregaon West.
7	Annexure 01 Eligibility Criteria.xlsx		11, 12, 13	Sale deed/Lease deed for the premises as per Appendix-W and Self Declaration on Company's letter head	Kindly provide Appendix-W	Addition	Bidder should specifically confirm on their letter head in this regard
8	Annexure 02 Technical Evaluation Criteria.xlsx		15	The temperature in the server hall should be maintained at 22 +/- 2 °C	Kindly revise this to 24 +/- 2 °C	Modification	The temperature in the server hall should be maintained at 24 +/- 2 °C
9	Annexure 02 Technical Evaluation Criteria.xlsx		16	The humidity at the Data Center should be maintained at 50 % +/- 5% RH	Kindly revise this to 50 % +/- 10% RH	Modification	The humidity at the Data Center should be maintained at 50 % +/- 10% RH
10	Annexure 02 Technical Evaluation Criteria.xlsx		18	Comprehensive Power Audit in the last two years / Record of past incidents should be available for the site/campus 1 mark if only audit report of latest i.e. last one year is available 2 marks if two years available Should have partner connect link to public cloud service provider	This will not allow the new DC sites to participate in this RFP. Kindly allow the new DC sites that got live in recent past or less than 2 years to participate.	Modification	BOBCARD will consider new DC site in this case.
11	Annexure 02 Technical Evaluation Criteria.xlsx		20	0.5 mark for connectivity with one public cloud provider .75 mark for connectivity with two public cloud provider 1 mark for connectivity with three public cloud provider	This appears to be not relevant to Colocation scope. Request to kindly remove.	Deletion	No change in existing clause
12	Appendix 02 Bill of Materials.xlsx	DC Mumbai	1	DC Mumbai 1. Rack space as per TIA-942 - Designed for 12 KW Server Rack nameplate rated power with Bundled Power with N +N Active power source with 2 Nos of 3 phase 32 Amps/ 64Amps Active Industrial standard socket provision, N+ N DG sets and N +1 cooling system. CCTV with No blind spots (90 days retention).All the IT/NW equipments should be dual powered	In RFP DG redundancy mentioned is N+1 & in commercial format it is mentioned N+N. Request bank to confirm on the required specs.	Addition	1. Rack space as per TIA-942 - Designed for 12 KW Server Rack nameplate rated power with Bundled Power with N +1 Active power source with 2 Nos of 3 phase 32 Amps/ 64Amps Active Industrial standard socket provision, N+ 1 DG sets and N +1 cooling system. CCTV with No blind spots (90 days retention).All the IT/NW equipments should be dual powered. Actual average consumption will be between 70% - 80%. some times it may reach to highest level which is 12Kw
13	Appendix 02 Bill of Materials.xlsx	DC Mumbai	2	DC Mumbai 2. Supply of Server Rack 42U cabinet with double door (1000 x 1200mm)	Request bank to consider server rack dimensions as 600*1200*42U or 800*1200*42U, as 1000*1200*42U is non standard and may take longer delivery time.	Modification	Supply of Server Rack 42U cabinet with double door (800 x 1200mm)
14	Appendix 03 - Bid undertaking letter.doc		10	10. We have clearly understood BOBCARD Limited requirements and wish to confirm that we abide by the terms and conditions of the RFP and addendums issued thereafter.	Considering the complexity of this project, agreeing with the entire RFP Content may not be possible by the time of bid due date. Hence, we kindly request to allow the bidders to highlight, the difficulties/concerns/deviations if any found in RFP document (including all T&Cs and Technical requirements) and keep this open for further mutual discussion & negotiations till finalizing the contract agreement	Modification	No change in existing clause
15	Appendix 03 - Bid undertaking letter.doc		12	12. We confirm that we will provide the best of our resources and the people proposed by us will be dedicated to BOBCARD Limited for the sake of resource continuity . Further, we also confirm that BOBCARD Limited may interview the key resources proposed by us and confirm their acceptability. In any event if a resource is found unfit by BOBCARD Limited we agree to change the same and provide BOBCARD Limited with a replacement within reasonable time so as to not affect the services/project timelines.	Request to kindly remove this as Manpower Deployment is not in Colocation scope	Deletion	Consider this clause as removed.
16	Appendix 03 - Bid undertaking letter.doc		13	13. We confirm and understand that BOBCARD Limited has an aggressive rollout schedule and we will adhere to the rollout schedule at no additional cost/burden to BOBCARD Limited	This appears to be not relevant to Colocation scope. Request to kindly remove.	Deletion	Consider this clause as removed.

17	Appendix 03 - Bid undertaking letter.doc		16	16. We wish to confirm that we have back-to-back arrangements from all the OEMs for the sizing (including CPUs, Memory, Cache, Hard Disk), prices and service level commitments. We would be responsible and committed to ensure that the sizing is adequate and service levels as required by the company are met and adhered. In case the hardware sizing is found to be inadequate and does not meet the SLA then the hardware upgrades, if any, will be provided without any further additional cost or burden to Bank than what has been specified by us in our commercial bid documents.	This appears to be not relevant to Colocation scope. Request to kindly remove.	Deletion	Consider this clause as removed.
18	Appendix 03 - Bid undertaking letter.doc		17	17. We will be the single point of contact/reference to BOBCARD Limited will enter into agreement with us only. Our consortium partners confirm that they are willing to enter into back-to-back agreement that is in conformity with the deliverables and other service/uptime commitments we make to BOBCARD Limited as per the RFP. If requested we will share the copy of the back-to-back agreement with our consortium partner to BOBCARD Limited.	Since consortium is not allowed in this RFP, this appears to be not relevant. Request to kindly remove.	Deletion	No change in existing clause
19	Appendix 04- Conformity letter.doc			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 Company provided Comments on T&C of the main RFP document which are expressly accepted by the Company and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Company 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 Company's decision not to accept any such extraneous conditions and deviations will be final and binding on us.	Considering the complexity of this project, agreeing with the entire RFP Content may not be possible by the time of bid due date. Hence, we kindly request to allow the bidders to highlight, the difficulties/concerns/deviations if any found in RFP document (including all T&Cs and Technical requirements) and keep this open for further mutual discussion & negotiations till finalizing the contract agreement	Modification	No change in existing clause
20	rfp-for-dc-colocation-services.pdf	7	1.6	The services of selected vendor can automatically be availed by Bank of Baroda and all its subsidiaries, basis terms and conditions of the requirement and in line with the cost identified for the said RFP.	Kindly elaborate this statement as bidders need visibility on whether this RFP intends to form a contract with BOB Financial Solutions Ltd. Or with other business entities also.	Addition	This RFP intends to form contract only with BOBCARD. However, if Bank of Baroda and its subsidiaries wish to avail the services from the selected bidder, they can avail basis on their terms and condition.
21	rfp-for-dc-colocation-services.pdf	10	3.0 Scope of Work	BOBCARD envisages an addition of more racks during the period of contract; the VENDOR should be able to provide the same at the contracted rate within the same server hall, contiguous to the existing cage area. In case vendor decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with BOBCARD.	Request BOB Card to remove ROFR clause. We will provide space as per feasibility of space and power at the time of requirement.	Deletion	BOBCARD envisages an addition of more racks during the period of contract; the VENDOR should be able to provide the same at the contracted rate within the same server hall.
22	rfp-for-dc-colocation-services.pdf	10	3.0 Scope of Work	The proposed DC should meet minimum Tier 3 Data Center specifications by Uptime	Request bank to consider TIA 942 Rated 3 certifications	Modification	BOBCARD will consider TIA 942 Rated 3 certification
23	rfp-for-dc-colocation-services.pdf	11	3.0 Scope of Work	In case the bidder is winding up/lease not renewed, the bidder will give BOBCARD at least 12 months' notice in writing and not shift out BOBCARD assets until find the new TIER 3 site. The bidder will also bear the cost of shifting the assets to the new site.	Request BOB Card to delete migration cost part. The migration cost shall be borne by client.	Deletion	During the contract period, in case the bidder is winding up/lease not renewed, the bidder will give BOBCARD at least 12 months' notice in writing and not shift out BOBCARD assets until find the new TIER 3 site. The bidder will also bear the cost of shifting the assets to the new site.
24	rfp-for-dc-colocation-services.pdf	11	3.0 Scope of Work	The Vendor has to ensure no infiltration in BOBCARD setup including its systems, network etc.	As a colo service provider we are not managing any system, network. This would be in client scope.	Deletion	Consider this clause as removed.
25	rfp-for-dc-colocation-services.pdf	11	3.0 Scope of Work	The VENDOR shall provide CCTV cameras in the cage area that can be common however; the cameras should capture all the activities carried out at the front and back of the rack. In case of any observation by the BOBCARD engaged auditors / regulators. During the period of contract on the positioning of CCTV cameras, VENDOR has to provide additional CCTV cameras at no extra cost to the BOBCARD.	Any additional CCTV camera shall be chargeable. Request bank to confirm.	Modification	No change in existing clause
27	rfp-for-dc-colocation-services.pdf	12	3.0 Scope of Work	The service provider is expected to maintain the CCTV monitoring records for at least 3 months online. CCTV records older than 3 months pertaining to BOBCARD's server area to be stored by successful Bidder either in online or offline mode for one year and the same should be made available on BOBCARD's request through the period of the contract.	The offline backup shall be under BOB Card scope. Request bank to confirm on this.	Deletion	No change in existing clause
28	rfp-for-dc-colocation-services.pdf	12	3.0 Scope of Work	The power density of minimum 12 - 16 KVA per rack should be provided.	Please confirm the IT Load per rack.	Addition	All the IT/NW equipments should be dual powered. Actual average consumption will be between 70% - 80%, some times it may reach to highest level which is 12Kw
29	rfp-for-dc-colocation-services.pdf	12	3.0 Scope of Work	Single phase and three-phase power should be made available to support BOBCARD's equipment in the caged area.	Please confirm the no. of single phase and 3 phase power circuit required.	Addition	We share this requirement with final bidder.
30	rfp-for-dc-colocation-services.pdf	13	3.0 Scope of Work	The Vendor shall provide one-time LAN cabling from the Network rack to the Server Racks as per the network designed finalized with BOBCARD's network team at no additional cost to the BOBCARD.	Any LAN Cabling shall be chargeable. Request bank to confirm.	Modification	As mentioned in RFP BOBCARD asked 4 Rack, inter Rack copper cabling of 12 port from every to each rack should be done by Bidder (4Rack every rack will get connectivity of 12 port from remaining 3 Rack) . Cost part is updated in BoM.
31	rfp-for-dc-colocation-services.pdf	13	3.0 Scope of Work	The cable length distance between MMR & the cage should not be more than 50meters.	MMR to cage distance can vary, we can try to keep it within 100 metres. Request bank to confirm if this is OK.	Modification	100 meter Ok if it is fiber cable, accordingly technical scoring will be decided
32	rfp-for-dc-colocation-services.pdf	14	3.0 Scope of Work	Backup generators should be N+1, continuous rating, capable of providing power for 72 hours or continuously if fuel tanks are refilled	Please confirm if 48 hours backup is ok.	Modification	48 hours is ok, accordingly technical scoring will be decided
33	rfp-for-dc-colocation-services.pdf	14	3.9	3.9. Seating Space 1. BOBCARD anticipates the seating space / workstations for its personnel at the facility where BOBCARD DC is going to be hosted. The number of personnel and workstation required will be informed to the bidder subsequently/ later. 5. BOBCARD may alter the quantity of number of persons depending on the BOBCARD's need and the payment will be made on the prorated calculation.	Kindly provide a tentative number for seating arrangement. Also provide expected numbers in future	Addition	It is mentioned in appendix 02 Bill of Material
34	rfp-for-dc-colocation-services.pdf	16	3.0 Scope of Work	Storage / Godown: Throughout the contract period, secured Storage/Godown facility to be provided for a period of 3 to 5 weeks with access to BOBCARD's authorized personnel, to meet the time gap between delivery and installation of equipment and / or storing buyback equipment, at no extra cost to BOBCARD.	Please mention the required storage area. The storage space shall be chargeable.	Addition	This is temporary requirement to keep new delivered/scrap devices. No change in existing clause
35	rfp-for-dc-colocation-services.pdf	16	3.0 Scope of Work	Basic infrastructure costs should include electrical power connection from two different sources under each rack including a pair of 32A/64A Single/Three Phase Industrial Socket at no extra cost to BOBCARD. In case, extra pair of sockets if required for multiple PDUs in a rack, same should be provided at no extra cost to BOBCARD	Any additional sockets/PDU shall be chargeable. Please confirm.	Modification	Consider as per Bill of Material

36	rfp-for-dc-colocation-services.pdf	21	5.6. Others	<p>III. The terms and conditions as specified in the RFP, addenda and corrigenda issued by the Company thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of Company, the Bidder may, in sole discretion of Company, be disqualified.</p> <p>VII. All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this RFP will remain unchanged unless explicitly communicated by Company in writing to the Bidders. The Bidder shall at no point be entitled to excuse themselves from any claims by Company whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.</p>	<p>Considering the complexity and size of this RFP/Scope, agreeing with the entire RFP Content may not be possible by the time of bid submission date. Hence, we kindly request to allow the bidders to submit conditional bids by highlighting the difficulties/concerns/deviations if any found in RFP documents (including all T&Cs and Technical requirements).</p>	Modification	No change in existing clause
37	rfp-for-dc-colocation-services.pdf	22	5.6	<p>VII. All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this RFP will remain unchanged unless explicitly communicated by Company in writing to the Bidders. The Bidder shall at no point be entitled to excuse themselves from any claims by Company whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.</p>	<p>Considering the complexity of this project, agreeing with the entire RFP Content may not be possible by the time of bid due date. Hence, we kindly request to allow the bidders to highlight, the difficulties/concerns/deviations if any found in RFP document (including all T&Cs and Technical requirements) and keep this open for further mutual discussion & negotiations till finalizing the contract agreement</p>	Modification	No change in existing clause
38	rfp-for-dc-colocation-services.pdf	29	6.12.	<p>6.12. Compliance Statement</p> <p>1. The Bidder shall certify the compliance or deviation of all clauses, terms conditions and specifications stipulated in RFP, as per Appendix 04 – Conformity Letter. The Data sheet as per Appendix 05 – Comments on Terms & Conditions shall also be submitted.</p>	<p>Considering the complexity of this project, agreeing with the entire RFP Content may not be possible by the time of bid due date. Hence, we kindly request to allow the bidders to highlight, the difficulties/concerns/deviations if any found in RFP document (including all T&Cs and Technical requirements) and keep this open for further mutual discussion & negotiations till finalizing the contract agreement</p>	Modification	No change in existing clause
39	rfp-for-dc-colocation-services.pdf	31	7	<p>7. Company would like to expressly state that any assumptions, terms, conditions, deviations etc. which the Bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, terms, conditions, deviations etc. have been accepted by Company and communicated to the Bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumptions, terms, conditions, deviations etc. in the Bidder's response to this RFP.</p>	<p>Considering the complexity of this project, agreeing with the entire RFP Content may not be possible by the time of bid due date. Hence, we kindly request to allow the bidders to highlight, the difficulties/concerns/deviations if any found in RFP document (including all T&Cs and Technical requirements) and keep this open for further mutual discussion & negotiations till finalizing the contract agreement</p>	Modification	No change in existing clause
40	rfp-for-dc-colocation-services.pdf	35	8	<p>8. Payment Terms</p> <p>Timeline</p> <p>Supply of Rack - Within 2 week - post confirmation from BOBCARD</p> <p>Supply of Cage along with Biometrics - Within 3-4 weeks</p> <p>CCTV Camera and other remaining material - Within 2 weeks</p>	<p>Request to kindly provide at lease 12 to 16weeks for project implementation since procuring the Racks has multiple dependencies.</p> <p>We recommend the following: 8-10 weeks for Supply of rack 6-8 weeks for Cage</p>	Modification	No change in existing clause
41	rfp-for-dc-colocation-services.pdf	36	9.2	<p>9.2. General</p> <p><input checked="" type="checkbox"/> The Company expects the vendor to adhere to the terms of this RFP document and would not accept any deviations to the same.</p>	<p>Considering the complexity of this project, agreeing with the entire RFP Content may not be possible by the time of bid due date. Hence, we kindly request to allow the bidders to highlight, the difficulties/concerns/deviations if any found in RFP document (including all T&Cs and Technical requirements) and keep this open for further mutual discussion & negotiations till finalizing the contract agreement</p>	Modification	No change in existing clause
42	rfp-for-dc-colocation-services.pdf	36	9.3.	<p>9.3. Indemnity</p> <p>The Selected Vendor shall indemnify the company, and shall always keep indemnified and hold the Company, 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 Company as a result of:</p> <p><input checked="" type="checkbox"/> Company's authorized / bona fide use of the Deliverables and /or the Services provided by selected Vendor under this RFP; and/or</p> <p><input checked="" type="checkbox"/> any act of commission or omission, fraud, negligence, breach on the part the selected Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or any act of omission of statutory requirement and/or</p> <p><input checked="" type="checkbox"/> claims made by employees or subcontractors or subcontractors' employees, who are deployed by the selected Vendor, against the company; and/or</p> <p><input checked="" type="checkbox"/> claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected Vendor to its employees, its agents, contractors and sub-contractors</p> <p><input checked="" type="checkbox"/> 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 selected Vendor.</p>	<p>NTT requests the Company to limit the Indemnity as mentioned in the suggested clause below.</p> <p>Indemnity shall only be restricted to third party claim for:</p> <p>(i) IPR Infringement indemnity in respect of Services rendered, and</p> <p>(ii) bodily injury and death due to gross negligence and willful misconduct of Bidder or its personnel.</p> <p>The process of indemnification shall provide the requirement of notice, right to defend and settle, and the concept of apportionment (liable only to the extent of its claim), mitigation and carve-outs.</p> <p>At the NTT's expense, the NTT will indemnify the Bank against any third party claims, to the extent that the NTT Branded Services or Deliverables infringes third party intellectual property rights in the form of patent, design right, trade mark, trade secrets, service mark, copyright.</p> <p>In relation to Services or Deliverables that have third party services or products, the NTT shall only pass on the indemnity as per the terms provided by the OEM or OSD, as the case may be.</p>	Modification	No change in existing clause

43	rfp-for-dc-colocation-services.pdf	36	<p>9.3. Indemnity The Selected Vendor shall indemnify the company, and shall always keep indemnified and hold the Company, 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 Company as a result of:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Company's authorized / bona fide use of the Deliverables and /or the Services provided by selected Vendor under this RFP; and/or <input type="checkbox"/> any act of commission or omission, fraud, negligence, breach on the part the selected Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or any act of omission of statutory requirement and/or <input type="checkbox"/> claims made by employees or subcontractors or subcontractors' employees, who are deployed by the selected Vendor, against the company; and/or <input type="checkbox"/> claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected Vendor to its employees, its agents, contractors and sub-contractors <input type="checkbox"/> 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 selected Vendor. 	<p>We request specific deletion of the following sub-clauses as they do not apply to colocation services model:</p> <ul style="list-style-type: none"> <input type="checkbox"/> any act of commission or omission, negligence, breach on the part the selected Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or any act of omission of statutory requirement and/or <input type="checkbox"/> 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 selected Vendor under this RFP/subsequent agreement; and/or <input type="checkbox"/> The acts, errors, representations, misrepresentations, willful misconduct or Negligence or gross misconduct attributable to the selected Vendor or its employees or sub-contractors under this RFP/subsequent agreement. <input type="checkbox"/> Loss of data due to selected vendor provided facility or 	Modification	No change in existing clause. This is standard clause from BOBCARD.
44	rfp-for-dc-colocation-services.pdf	37	<p>9.4. No liability <input type="checkbox"/> 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. <input type="checkbox"/> 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. <input type="checkbox"/> 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> <ul style="list-style-type: none"> - Maximum liability of the Vendor 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 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>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	No change in existing clause
45	rfp-for-dc-colocation-services.pdf	38	<p>9.6. Termination of Contract Company shall have the option to terminate any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing. It is clarified that the Vendor shall not terminate the subsequent Agreement for convenience.</p> <p>III. In the event of the Company communicating its intention to terminate the Contract due to change in its policy or Business Practice or any other reason which may arise due to unforeseen circumstances, selected bidder shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, including but not limited to Facilities Management, support and maintenance for the Deliverables for a period up to 12 months following notice of intention to termination, until such time that the Company indicates that it has been able to make alternative arrangements for the provision of such Services, in accordance with the terms, including those pertaining to payment, contained herein.</p> <p>IV. Any other reason.</p>	<p>We request that the Company 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. Company shall not be entitled to terminate the Agreement or the project, for convenience.</p>	Modification	No change in existing clause
46	rfp-for-dc-colocation-services.pdf	38	<p>9.6. Termination of Contract However, the Company will be entitled to terminate subsequent agreement, if Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and Such breach is not cured within thirty (30) Working Days after the Company gives written notice; or if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Vendor to provide the Company, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Company. Or Non conformity of the Deliverables or Services with the terms and Specifications of the RFP as observed during post-delivery audit or otherwise; or Serious discrepancy in the quality of service/hardware/software expected during the implementation, rollout and subsequent maintenance process.</p>	<p>We suggest to have this clause mutual and reciprocal.</p> <p>Either Party may terminate this Agreement in case of material breach by the other Party, that has material adverse impact, after providing reasonable written notice and cure period. The notice and cure period shall depend upon the Party giving the notice but shall not in any event be less than thirty (30) days from the date on which the notice has been received by the other Party. The Party in breach shall be served with written notice by the other non-defaulting Party clearly identifying the material breach and the material adverse impact it has on the non-defaulting Party due to such material breach.</p> <p>Non-payment by the Bank of the invoices shall be construed as material breach, which will have material adverse impact upon NTT.</p>	Modification	No change in existing clause

47	rfp-for-dc-colocation-services.pdf	38	9.6. Termination of Contract	<p>II. In the event of a termination of the Contract by the Company, the Bidder shall do all such acts or deeds as may be required to fully compensate the Company for all expenditure incurred by the Company in executing or obtaining the execution of the Project, till such time of termination and for any removal and/or relocation that may be required by the Company following such termination. The Company shall not bear any liability in this regard. The company shall recover all the cost of replacing vendor and or the company shall impose the liquidated damages. In the event of the Company communicating its intention to terminate the Contract, selected bidder shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, including but not limited to Facilities Management, support and maintenance for the Deliverables for a period up to 12 months following notice of intention to termination, until such time that the Company indicates that it has been able to make alternative arrangements for the provision of such Services, in accordance with the terms, including those pertaining to payment, contained herein.</p>	We request clarification that this and any termination clause mentioned in this RFP entails that the contract can only be terminated by Company for uncured material breach as stated above and there shall be no refund of any fees.	Modification	No change in existing clause
48	rfp-for-dc-colocation-services.pdf	41	9.7. Compliance with Laws	<p>9.7. Compliance with Laws 1. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Company about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Company and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. 3. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Company arising out of claims made by its customers and/or regulatory authorities.</p>	Indemnity shall only be restricted to third party claim for (i) IPR Infringement indemnity in respect of Services rendered, and (ii) bodily injury and death due to gross negligence and willful misconduct of Bidder or its personnel.	Modification	No change in existing clause
49	rfp-for-dc-colocation-services.pdf	41	9.8. Assignment	<p>9.8. Assignment 1. The selected bidder agrees that the selected bidder shall not be entitled to assign any or all of its rights and/or obligations under this tender and subsequent agreement to any entity including selected Bidder's affiliate without the prior written consent of the Company. 2. If the Company undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP/contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Company and the Bidder under this RFP.</p>	We suggest that the following shall not be considered as assignment to a third party i) transfer to a Bidder's affiliate; (ii) an IPO or (iii) on a transfer to a financial sponsor where Bidder remains the operator.	Modification	No change in existing clause
50	rfp-for-dc-colocation-services.pdf	42	9.13	<p>9.13. Visitorial Rights The Company and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the vendor's premises without prior Request for Proposal - Selection of notice to ensure that data provided by the Company is not misused. The selected bidder shall cooperate with the authorized representative/s of the Company and shall provide all information/documents required by the Company.</p>	<p>We request to have a concurrence with the customer on the below facts. Kindly accept and confirm. 1. Bidder shall not be required to disclose their financial information, profits, books of accounts, costs breakdowns 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 the customer depending on the agreed scope. 3. If there is any third-party auditor from customer's side, then NDA should be signed between the 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 the customers before or after onboarding. However, we will be able to show the same only post onboarding the customers in our DC premises during our DC visit or a scheduled customer audit subject to mutually signing of NDA.</p>	Modification	No change in existing clause

51	rfp-for-dc-colocation-services.pdf	44	9.20.	<p>9.20. Corrupt and Fraudulent practice 6. The successful bidder will be required to enter into an integrity pact with the Company as per the CVC guidelines. The integrity pact is available on the CVC website.</p>	<p>We agree to sign the Pre-Integrity Pact, subject to deletion of the Fall Clause, since Price is always dependent on various factors and some of them are identified below.</p> <p>If the Company is not keen to delete the clause we kindly request the Company to clarify:</p> <p>i) that the undertaking requested is only applicable if all other factors are identical. a) payment terms (advance or arrears or 30 days to 90 days payment terms) b) supply on best effort basis as against supply with liquidated damages and the rate of LD c) commercial and legal risk elements in contract d) place of supply (supply in centralized model as against decentralized model or supply in metros as against remote location) e) volume f) discount offered by OEMs (if applicable)</p> <p>ii) that in the event the bidder doesn't have a control over price due to reason beyond its control (percentage of discount provided by OEM) the same shall be taken into account.</p>	Modification	No change in existing clause
52	rfp-for-dc-colocation-services.pdf	45	9.22.	<p>9.22. Violation of Terms The Company clarifies that the Company shall be entitled to an injunction, restraining order, right for recovery, 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 RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company 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 this clause to be mutual</p>	Modification	No change in existing clause
53	rfp-for-dc-colocation-services.pdf	45	9.25.	<p>9.25. Liquidated Damages and penalty: I. Company expects that the selected bidder completes the scope of the project as mentioned in section 6 – Project timeline of this document within the timeframe specified. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 0.5% of the entire project cost/TCO per week of delay or non-compliance. Company at its discretion may apply this rule to any major non-delivery, non-adherence, non-conformity, nonsubmission of agreed or mandatory documents as part of the Project.</p>	<p>Request to revise this to 0.5% of ACV instead of TCV</p>	Modification	The proposed rate of penalty would be 0.5% of the entire project cost/ACO per week of delay or non-compliance
54	rfp-for-dc-colocation-services.pdf	45	9.25.	<p>9.25. Liquidated Damages and penalty I. Company expects that the selected bidder completes the scope of the project as mentioned in section 6 – Project timeline of this document within the timeframe specified. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 0.5% of the entire project cost/TCO per week of delay or non-compliance. Company at its discretion may apply this rule to any major non-delivery, non-adherence, non-conformity, nonsubmission of agreed or mandatory documents as part of the Project. II. Thereafter, at the discretion of the Company, the contract may be cancelled. Company also has the right to invoke the Performance Guarantee, Penalty Clause on delay which is not attributable to Company and is attributable to the selected Bidder. III. Inability of the selected bidder to provide services at the service levels defined would result in breach of contract and would invoke this clause. IV. Notwithstanding anything contained above, no such penalty will be chargeable on the selected bidder for the inability occasioned, if such inability is due to reasons entirely attributable to Company. V. The maximum amount that may be levied by way of penalty pursuant to clause above shall not exceed 10% of the Total Contract value.</p>	<p>We submit that, if liquidated damages (LD) are imposed due to delays, the Bank will not seek any other remedies against the Bidder for those delays. Additionally, if LD is imposed for a particular delay, the Bank will not impose any other penalties or terminate the contract for that same delay.</p>	Modification	No Change in existing clause
55	rfp-for-dc-colocation-services.pdf	46	9.28.	<p>9.28. Sensitive Information Any information considered sensitive must be protected by the selected bidder from unauthorized disclosure, modification or access. Types of sensitive information that will be found on Company's systems the selected bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.</p>	<p>We request this section is deleted since this is RFP is for colocation services and Vendor does not have any access or visibility into client data.</p>	Deletion	No change in existing clause

56	rfp-for-dc-colocation-services.pdf	46	9.29.	<p>9.29. Privacy and Security Safeguards The selected bidder shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Company location. The selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Company data and sensitive application software & data. The selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Company location.</p>	This appears to be not relevant to Colocation scope. Request to kindly remove.	Deletion	No change in existing clause
57	rfp-for-dc-colocation-services.pdf	46	9.30., 9.31	<p>9.30. Confidentiality 9.30. and 9.31 Confidentiality and Disclosing Party 1. "Confidential information" means any and all information that is or has been received by the selected bidder ("Receiving Party") from the Company ("Disclosing Party") and that relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants. (including the rest of the clause</p>	We propose that this clause be made mutual and reciprocal. As a Bidder, NTTGDC will share quotes, commercial terms, and data center-related information with the Company. Therefore, it is essential that both parties agree to the mutual exchange and protection of such information.	Modification	No change in existing clause
58	rfp-for-dc-colocation-services.pdf	49	9.33.	<p>9.33. Intellectual Property Rights I. The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Company agrees and acknowledges that save as expressly provided in this RFP, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its Licensor. II. During the term of this project and, if applicable, during the Reverse Transition Period, Company grants selected bidder a right to use at no cost or charge the Software Licensed to the Company, solely for the purpose of providing the Services. III. The selected bidder shall be responsible for obtaining all necessary authorizations and consents from third party Licensors of Software used by the selected bidder in performing its obligations under this project. The selected bidder shall also be responsible for renewal of all such Licenses from time to time during the contract period. The Bidder shall quote for all such renewals in the commercial bid and in case the Bidder fails to quote for renewal of any Licenses in the bid, the selected</p>	<p>NTT submits change in the concerned clause and suggested clause is mentioned for your ready reference. The changes are suggested in view of the fact that for the kind of services rendered by us, there is no assignment of any IPR and neither any software licenses to be provided.</p> <p>Neither party will gain by virtue of this RFP / Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other. All copyrights patents, trade secrets, trademarks and any other intellectual property rights existing prior to the Effective Date or developed independent of this Agreement / RFP - shall belong to the party that owned such rights immediately prior to the Effective Date or has developed such intellectual property right.</p> <p>NTT will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques which NTT owns or develops as part of its Services.</p>	Modification	No Change in existing Clause
59	rfp-for-dc-colocation-services.pdf	41 and 42	9.10. Inspection of Records 9.13. Visitorial Rights 9.14. Monitoring and Audit	<p>9.10. Inspection of Records All records of bidder with respect to any matters covered by this RFP shall be made available to the Company or its designees at any time during normal business hours, as often as the Company deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Company would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to the Company, which would be used by the Company. The cost of the audit will be borne by the Company. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bidder's records and sites managed for the Company shall also be subject to Regulator/Company inspection.9.13. Visitorial Rights The Company and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the vendor's premises without prior Request for Proposal - Selection of notice to ensure that data provided by the Company is not misused. The selected bidder shall cooperate with the authorized representative/s of the Company and shall provide all</p>	<p>We request to have a concurrence with the customer on the below 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 the customer depending on the agreed scope. 3. If there is any third-party auditor from customer's side, then NDA should be signed between the 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 the customers before or after onboarding. However, we will be able to show the same only post onboarding the customers in our DC premises during our DC visit or a scheduled customer audit subject to mutually signing of NDA.</p>	Modification	No Change in existing Clause
60	Annexure 1		3	Eligibility Criteria	The Bidder must have turnover of minimum 1000Cr average operation in India during last 03 (three) financial year(s) from Datacenter Co-location services i.e. FY 2021-2022, 2022-23, 2023-24 and 1000+cr for FY 2023-24	<p>Requesting Customer to kindly Amend this clause as below to enable Data Center Provider to qualify for this Bid</p> <p>The Bidder must have Average Annual turnover of minimum 100Cr operation in India during last 03 (three) financial year(s) from Datacenter services i.e. FY 2021-2022, 2022-23, 2023-24 and 1000+cr for FY 2023-24</p>	No Change in existing Clause
61	Annexure 1		6	Eligibility Criteria	The Bidder must be in Data Centre Co-location business for a minimum period of 10 yrs. in India (As on RFP date). Any kind of consortium or leased/hired spaces from other service providers will not be allowed. Datacenters and all sort of certifications should be directly in the name of bidder.	Requesting Customer to kindly Allow consortium for this bid.	No Change in existing Clause

62		10	3.1.9	BOBCARD envisages an addition of more racks during the period of contract; the VENDOR should be able to provide the same at the contracted rate within the same server hall, contiguous to the existing cage area. In case vendor decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with BOBCARD.	As per Appendix 2, for both locations (Mumbai and Hyderabad), it is stated that there is a "Contiguous Rack Reservation Space" and a cage for 4 racks. Our understanding is that Bobcard requires two (2) 1000x1200mm rack spaces to be reserved outside the cage. Later, should Bobcard choose to opt for these two racks, based on the ROFR (Right of First Refusal) Intimation from the bidder, the bidder will modify the cage to accommodate the racks inside. The modification of the cage to accommodate these racks will be subject to the OTC charges, which shall be borne by Bobcard. The charges for these racks will depend on whether Bobcard wishes to continue using this space as a reservation for the future or power it on. The delivery of the racks will be carried out based on Bobcard's requirements, in accordance with the applicable rates. Please confirm if this understanding is correct.	Request for Modification as per Clarification	BOBCARD ask for 4 rack with rack space + 2 contiguous rack space within cage= total 6 rack space in side the cage. BOBCARD envisages an addition of more racks during the period of contract; the VENDOR should be able to provide the same at the contracted rate within the same server hall.
63		11	3.1.12	The Vendor shall provide sufficient electrical connections, Air conditioning, backup power through UPS and Generator, network communication facilities, Surveillance, access control system, fire suppression system, physical security and soft services etc. as applicable for DCs, and as required for the proposed equipment on 24 x 7x 365 basis, in order to maintain uptime of all such facilities as per SLA.	Kindly Elaborate Soft Services referred here for our review and Compliance Purpose.	Request for Modification as per Clarification	Any software which is used for security, monitoring...etc purpose
64		11	3.2.7	The doors for the server room, communications room, and other critical areas beyond should be fire rated for minimum 2 hours. BOBCARD to monitor the caged area from remote location that feed should be provided by the Vendor to BOBCARD for monitoring its infrastructure. CCTV Remote Feed installation and setup ready to be consumed by our central command center at no extra cost to BOBCARD. Live Feed and archival to be provided.	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 Clients' 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.	Request for Modification as per Clarification	The NVR setup for CCTV cameras bidder to decide whether it will be dedicated or shared. BOBCARD requirement is this will be managed by Bidder. And as mentioned in the RFP 90 days online recording should be available. Monitoring will be taken care by bidder. After 90 days recording will be shared with BOBCARD to store on BOBCARD storage and the file format of recording should support any basic video player tool.
65		12	3.2.14	The service provider is expected to maintain the CCTV monitoring records for at least 3 months online. CCTV records older than 3 months pertaining to BOBCARD's server area to be stored by successful Bidder either in online or offline mode for one year and the same should be made available on BOBCARD's request through the period of the contract.	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 Clients' 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.	Request for Modification as per Clarification	The NVR setup for CCTV cameras bidder to decide whether it will be dedicated or shared. BOBCARD requirement is this will be managed by Bidder. And as mentioned in the RFP 90 days online recording should be available. Monitoring will be taken care by bidder. After 90 days recording will be shared with BOBCARD to store on BOBCARD storage and the file format of recording should support any basic video player tool.
66		12	3.3.2	The power density of minimum 12 - 16 KVA per rack should be provided.	The power circuit provisioned for the rack should be suitable for a 12-16 KVA rated power per rack. However, the commercial details provided in Appendix 2 are based on a 12 KVA rated power. Should the client wish to upgrade the power from a 12 KVA rated system to a 16 KVA rated system, power upgradation charges will apply. Please confirm	Request for Modification as per Clarification	Yes, your understanding is correct
67		12	3.3.3	The Vendor shall provide adequate power points in the Server cage area allocated to BOBCARD.	As per Appendix 2, both the Mumbai and Hyderabad locations specify "Contiguous Rack Reservation Space" and a cage for 4 racks. Based on the nameplate-rated power provided, we will provision a suitable 1A+1B power circuit to each rack. Any additional power circuits beyond the stated provision will be chargeable. Please confirm if this setup aligns with your requirements.	Request for Modification as per Clarification	BOBCARD ask for 4 rack with rack space + 2 contiguous rack space within cage= total 6 rack space in side the cage.
68		12	3.3.7	Sharing the video monitoring data on monthly basis.	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 Clients' 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.	Request for Modification as per Clarification	The NVR setup for CCTV cameras bidder to decide whether it will be dedicated or shared. BOBCARD requirement is this will be managed by Bidder. And as mentioned in the RFP 90 days online recording should be available. Monitoring will be taken care by bidder. After 90 days recording will be shared with BOBCARD to store on BOBCARD storage and the file format of recording should support any basic video player tool.
69		13	3.4.2	The Vendor/Service Provider will be responsible for extension of links from Vendor telecommunication room to server cage area irrespective of whether the communication links are taken from the SP, or not. The Vendor shall extend such links from their network communication room to the server cage area provided to BOBCARD to host their DC infrastructure. The Vendor shall provide one-time LAN cabling from the Network rack to the Server Racks as per the network designed finalized with BOBCARD's network team at no additional cost to the BOBCARD.	Copper/Fiber cross-connect from the feasible MMR room will be extended to the server rack as per the rate card. Regarding LAN cabling, we understand this to be a structured cabling requirement. It will be chargeable if the client requests us to supply and install the structured cabling as per the approved BOM (Bill of Materials) and port mapping layout.	Request for Modification as per Clarification	Cross connect from MMR room to server rack will be as per BoM rate card. As mentioned in RFP BOBCARD asked 4 Rack, inter Rack copper cabling of 12 port from every to each rack should be done by Bidder (4Rack every rack will get connectivity of 12 port from remaining 3 Rack) . Cost part is updated in BoM.

70		13	3.4.11	The cable length distance between MMR & the cage should not be more than 50meters.	The cable length from the MMR to the server rack will vary based on the availability of the Telco. Copper or fiber cross-connects will be provided to establish connectivity between the MMR and the server rack. Kindly approve.	Request for Modification as per Clarification	100 meter Ok if it is fiber cable, accordingly technical scoring will be decided
71		14	3.9.1	BOBCARD anticipates the seating space / workstations for its personnel at the facility where BOBCARD DC is going to be hosted. The number of personnel and workstation required will be informed to the bidder subsequently/ later.	As per Appendix 2, for the Mumbai location, 2 dedicated seats in a shared office space have been requested at the specified rate. The seating space in the shared office will be allocated subject to availability at the time of the requirement. The client is requested to confirm the quantity at this stage to ensure availability and avoid any discrepancies later.	Request for Modification as per Clarification	No change in existing clause
72		14	3.9.2	BOBCARD may require additional seating space (in the same premises) for seating additional personnel (BOBCARD employees/appointed personnel) in future at VENDOR Data Center temporarily during disaster for certain period or permanently or new device implementation and in such an event, additional work area should be made available at the rate not exceeding the agreed/contracted rate. BOBCARD cannot provide any time frame to inform VENDOR for taking up additional space. The payment will be made on pro-rata basis from the date of occupation of seats.	As per Appendix 2, for the Mumbai location, 2 dedicated seats in a shared office space have been requested at the specified rate. The seating space in the shared office will be allocated subject to availability at the time of the requirement. The client is requested to confirm the quantity at this stage to ensure availability and avoid any discrepancies later.	Request for Modification as per Clarification	No change in existing clause
73		14	3.9.3	Network connectivity from the seating space provided by the vendor to the BOBCARD's server area / LAN. The connectivity till to the seating area should be with proper bandwidth without any packet drop and latency should not be more than 5ms.	SM fiber connectivity can be provisioned from the server rack to the seating space on a chargeable basis. The customer is requested to confirm the number of paths required. The customer is requested to confirm the number of links per path. Switches at both ends will be within the client's scope.	Request for Modification as per Clarification	Cross connect from MMR room to server rack will be as per BoM rate card. This number will vary in actual what mentioned in BoM
74		15	3.11.1	BOBCARD envisages requirement of a dedicated caged space area. The racks will be of 42U to host BOBCARD's DC IT Infrastructure in the server room area. In addition, BOBCARD envisages an addition of more racks in the future. However, should there be a requirement of additional space in the future, other than the space for existing racks the Vendor 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 BOBCARD.	As per Appendix 2, for both the Mumbai and Hyderabad locations, "2 Nos Contiguous Rack Reservation Space" and a cage for 4 racks have been specified. We are reserving the 2 racks on a Right of First Refusal (ROFR) basis. However, any additional rack space requirements beyond the specified 2 racks will be provisioned within the same DC campus, in another DC building, subject to availability and feasibility at the time of order booking. Please confirm. Rack space will be provisioned based on the number of racks, and not on square footage, with applicable OTC and ARC charges determined accordingly. Please confirm.	Request for Modification as per Clarification	BOBCARD ask for 4 rack with rack space + 2 contiguous rack space within cages= total 6 rack space in side the cage.
75		15	3.11.4	Meeting room: The vendor shall provide discussion / meeting room facility to accommodate 8 to 10 persons as and when required. The meeting room should have projector and white board facility. occasionally this facility may be required on immediate basis without any prior intimation at no extra cost to BOBCARD.	Meeting rooms are common facilities that should be booked in advance, in coordination with the assigned SPOC (Single Point of Contact). Please confirm.	Request for Modification as per Clarification	Yes, your understanding is correct
76		16	3.11.7	Storage / Godown: Throughout the contract period, secured Storage/Godown facility to be provided for a period of 3 to 5 weeks with access to BOBCARD's authorized personnel, to meet the time gap between delivery and installation of equipment and / or storing buyback equipment, at no extra cost to BOBCARD.	We understand that throughout the contract period, storage space on a Free of Charge (FOC) basis will be required only for 3-5 weeks. Beyond this period, the client will need to take additional storage space on a rental basis, according to their requirements. Please confirm.	Request for Modification as per Clarification	Yes, your understanding is correct. After 5 week basis on mutual understanding will consider for rental basis storage.
77		16	3.11.8	Safety Storage to store Backup tapes, tokens and other confidential/critical equipment should be provided.	The customer is requested to confirm the capacity and dimensions of the vault to be provided. This will be provisioned against the appropriate OTC amount, along with the annual recurring charges for positioning the vault in the secured shared area.	Request for Modification as per Clarification	This will be decided with final bidder
78		16	3.11.9	Visitorial Rights: The VENDOR should provide visitorial rights for BOBCARD auditors, external auditors engaged by BOBCARD, PIC-DSS audit/inspection officials, ISO auditors etc. BOBCARD cannot provide any minimum time frame to inform the VENDOR. The VENDOR will undertake compliance of audit observations as applicable.	Any visitor visiting the Datacenter shall be provided with temporary access badge after below mentioned 3-level procedures and escorted by DC team. 3 – Level approval procedures shall be followed for same, that is – a) Customer SPOC b) Program Manager c) Head of Security Note – one day advance notification and Copy of Government Photo Id is mandatory for processing access badge request. Please confirm	Request for Modification as per Clarification	No change in existing clause
79		16	3.11.11	BOBCARD reserves the right, on its own or via a third-party auditor, to conduct overall testing at any point of time of its own hosted services and also the services delivered by the selected bidder.	This is limited to the client's space and deliverables. Please confirm.	Request for Modification as per Clarification	Yes, your understanding is correct
80		16	3.11.13	Basic infrastructure costs should include electrical power connection from two different sources under each rack including a pair of 32A/64A Single/Three Phase Industrial Socket at no extra cost to BOBCARD. In case, extra pair of sockets if required for multiple PDUs in a rack, same should be provided at no extra cost to BOBCARD	As per Appendix 2, for both the Mumbai and Hyderabad locations, "Contiguous Rack Reservation Space" and a cage for 4 racks have been specified. Based on the nameplate-rated power provided, we will provision a suitable 1A+1B power circuit to each rack. Any additional power circuits beyond the stated provision will be chargeable.	Request for Modification as per Clarification	Any additional power circuits for day one required 4 rack should be on no additional cost to BOBCARD. beyond the 4th Rack for additional rack in future power circuits beyond the stated provision will be chargeable.
81				The Bidder must be the sole owner/Lessee of the Land for the offered premises. In case of lease, the minimum remaining tenure of lease shall be 30 years from date of RFP submission			The Bidder must be the sole owner/Lessee of the Land for the offered premises. In case of lease, the minimum remaining tenure of lease shall be 25 years from date of RFP submission