



REQUEST FOR PROPOSAL (RFP) FOR PROVIDING COLOCATION SERVICES FOR DATA CENTER

UIIC:HO:ITD:RFP:123:2018-19

PREBID QUERIES; REPLIES & AMENDMENTS

Date - 19.02.2019



UNITED INDIA INSURANCE CO. LTD

INFORMATION TECHNOLOGY DEPARTMENT

No. 24, Whites Road, Chennai - 600014

RFP FOR PROVIDING COLOCATION SERVICES FOR DATACENTER - UIIC:HO:ITD:RFP:123:2018-19					
PRE-BID QUERY REPLIES AND AMENDMENTS					
Query #	Page #	Clause #	Existing Clause in Tender	Modification/Suggestion Requested	UIIC Update
1	5	3. INSTRUCTIONS / GUIDELINES TO BIDDERS	Offline Submission/ Online Submission	Please confirm if the bid has to be submitted online or Off line.	As per RFP
2	8	13. PRICE	b. The price shall be all inclusive of labour cost, packing, forwarding, freight, transit insurance , Excise duty, road permit charges, other duties, if any, including state levy, delivery, installation, commissioning and testing charges.	We will not be able to provide transit insurance. Request UIIC to please take care of the transit insurance.	NO CHANGE
3	9	14 . INSURANCE	14. INSURANCE The Bidder is responsible for acquiring transit insurance for all components. The goods to be transported under this Contract shall be fully insured in Indian Rupees.	We will not be able to provide transit insurance. Request UIIC to please take care of the transit insurance.	NO CHANGE
4	10	20. LIQUIDATED DAMAGES	20. LIQUIDATED DAMAGES b) Liquidated damages are not applicable for reasons attributable to UIIC and Force Majeure. However, it is the responsibility/onus of the Bidder to prove that the delay is attributed to UIIC and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and UIIC's official that the delay is attributed to UIIC and Force Majeure along with the bills requesting payment.	Here, Bidder is unable to accept the role to prove UIIC's or Force Majeure's attributable reasons BUT we should have below term : "Liquidated Damages are not applicable for reasons not attributable to Bidder. Bidder shall prove that the reasons not attributable to it." Also add to the Force Majeure clause a point stated below: "Force Majeure shall also be deemed in the event of any regulatory decision or government order requiring Bidder to suspend Service(s) or which is likely to result in the loss of Bidder's operating authority."	NOCHANGE
5	11	21. LIMITATION OF LIABILITY	21. LIMITATION OF LIABILITY Bidder's cumulative liability for its obligations under the contract shall not exceed 100% of Contract value and the bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.	Ok with present clause in RFP. However, below points to be added in the Section: i) UICC presonals shall visit Bidder's datacenter premises on own risk. li) Any equipment of UICC if within control of UICC, gets damaged due to wilful misconduct or gross negligence of Bidder, Bidder's liability shall be to the extent of then replacement cost of the UICC equipment excluding lost data, software or firmware, if any. iii) Service related liabilites shall be limited only up to the limit as prescribed / agreed under the SLA (Service Level Agreement).	NO CHANGE

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6	11	24. DISPUTE RESOLUTION	<p>24. DISPUTE RESOLUTION</p> <p>h) Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by UIIC unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by UIIC, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.</p>	<p>No. Either both parties must be under obligation to perform their respective obligations i.e. service and payment respectively, OR Vendor must be put off to any contractual obligation until dispute is resolved.</p>	NO CHANGE
7	12	26. TERMINATION	<p>26. TERMINATION</p> <p>UIIC shall also be entitled to terminate the rental of network equipment being availed along with this contract at any time giving 30 days prior notice to the Bidder.</p>	<p>Not acceptable as out of business context with Netmagic. There is no 'RENTAL' concept. Its only Monthly Recurring Charges (MRC) against the services.</p> <p>Correction needed as above in the clause from UIIC rephrasing all rental words with MRC.</p>	NO CHANGE
8	12	27. CONTRACT/AGREEMENT	<p>27. CONTRACT/AGREEMENT</p> <p>a. The contract/agreement between the Vendor and the Purchaser will be signed in accordance with all the terms and conditions mentioned in this tender document.</p> <p>b. The successful bidder has to furnish two copies of the contract/agreement in a ` 100/- stamp paper, with all the above terms and conditions mentioned including the commercials. The draft of the contract/agreement will be shared to the successful bidder along with the LOA.</p> <p>c. The successful bidder has to furnish the duly signed contract/agreement along with the security deposit/performance guarantee for UIIC's counter signature within 21 days from the receipt of LOA.</p>	<p>ok on Agreement signing context in accordance with terms of tender document provided bidder's position as commented above is appreciated and taken into account in putting in the Agreement. We also request UIIC to discuss with the vendor and finalize the agreement after mutual discussions.</p> <p><i>We need to review the term of the Agreement so that we can put forth our position in context of the datacenter (more precisely colocation) services perspective as this tender document is inadequate to form entire set of a final definitive Master Service Agreement (MSA).</i></p>	Agreement will be strictly as per the RFP AND CORRIGENDUM.

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9	19	33. MAINTENANCE TIMELINES	<p>Level of uptime per Month charges</p> <p>99.982% Penalty</p> <p>99.50% and above but below 99.982% No</p> <p>99.00% and above but below 99.50% 0,5 % of total cost of project for 3 years</p> <p>99.00% and above but below 99.50% 1% of total cost of project for 3 years</p> <p>98.50% and above but below 99.00% 1.5% of total cost of project for 3 years</p> <p>So on and so forth, however the penalty is capped at 10% of the total cost of project.</p>	<p>We request UIIC to revise the SLAs as under :</p> <p>POWER SUPPLY OR AIR-CONDITIONING/ SERVICE CREDIT</p> <p>99.99% - 99.95% No Credit</p> <p>99.94% - 99.90% 5% of Monthly Recurring Charge</p> <p>99.89% - 99.80% 10% of Monthly Recurring Charge</p> <p>99.79% - 99.70% 15% of Monthly Recurring Charge</p> <p>99.69% - 99.60% 20% of Monthly Recurring Charge</p> <p>< 99.60% 25% of Monthly Recurring Charge</p> <p>The penalty to be capped at 25 % of the MRC.</p>	NO CHANGE
11	21	35. DELAY IN BIDDER'S PERFORMANCE	<p>35. DELAY IN BIDDER'S PERFORMANCE</p> <p>Making the server area ready and available for setting up UIIC's IT infrastructure in Server cage area shall be made by the bidder in accordance with the time schedule specified by UIIC in the contract. Any unexcused delay by the bidder in the performance of his implementation/service/other obligations shall render the bidder liable to any or all of the following sanctions: forfeiture of his performance security, Imposition of liquidated damages, and/ or termination of the contract for default.</p>	<p>Please remove the redlied portion of the clause as this is unable to accept. High risk prone term.</p>	NO CHANGE
12	31	Annexure 7 - Commercial Bid Format {all amounts should be in INR}	Co-location space with cage , biometric, CCTV and inter rack cabling for 40 Racks; covering the whole SOW	What are the rack dimensions to be considered?	<p>600x1000 - 34 NOS.</p> <p>600X1070-1 NOS.</p> <p>600X1170- 1 NOS.</p> <p>760X1100-2 NOS.</p> <p>760X950-2 NOS.</p>
13	31	Annexure 7 - Commercial Bid Format {all amounts should be in INR}	Co-location space with cage , biometric, CCTV and inter rack cabling for 40 Racks; covering the whole SOW	Will UIIC bring their own racks or Netmagic to supply Physical Racks?	UIIC will bring their own racks
14	31	Annexure 7 - Commercial Bid Format {all amounts should be in INR}	Co-location space with cage , biometric, CCTV and inter rack cabling for 40 Racks; covering the whole SOW	What Rack PDU's (IEC C13/C19 configuration or Indian type 5/15A) is required?	PDU'S are both Indian and IEC standards.
15	31	Annexure 7 - Commercial Bid Format {all amounts should be in INR}	Lift & shift expenses	If we are to propose Mumbai & Bangalore, which site will be preferred as DC & which as DR?	No Preference

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16	18	h. Parallel Network Infrastructure Build at co-location area	The bidder to provision a parallel network infrastructure at the new co-located area, with necessary network equipment. This parallel network infrastructure shall be provisioned for a min. period of three months from the date of cage provisioning. This rental period may be extended further on mutual consent between UIIC and the successful bidder at the same agreed prices in the contract. UIIC's DC has the below core network components:	Request to share detailed specs of equipment's required for parallel network infra requirement along with complete licenses, Part no's expected	MODEL NOS. AND QUANTITIES ARE SHARED IN THE RFP.
17	18	h. Parallel Network Infrastructure Build at co-location area	The bidder to provision a parallel network infrastructure at the new co-located area, with necessary network equipment. This parallel network infrastructure shall be provisioned for a min. period of three months from the date of cage provisioning. This rental period may be extended further on mutual consent between UIIC and the successful bidder at the same agreed prices in the contract. UIIC's DC has the below core network components:	Kindly confirm is parallel network infra required is only temporary or can we do a supply of these as one time cost . We request UIIC to consider supply of parallel network infra as one time cost to UIIC as it would be difficult for the Service Provider to arrange for the same on temporary basis.	No Change
18	14	30. SCOPE OF WORK		Request to share network communication facilities required/ How many links would be required	CROSS CONNECT DETAILS ARE ALREADY SHARED
19	17	30. SCOPE OF WORK	f. Existing Infrastructure	Request you to share the more details for Lift & Shift of Existing Infrastructure - In terms of expected Sequence/ Phase in which equipments are to be shifted & maximum available downtime	All the Assets to be moved to new colocation site in a single phase. The other logistics shall be discussed with the successful vendor.
20	46-49			Request to share detailed specs of assets for Power Calculation / Kindly confirm the is 80KW mentioned in RFP is typical load/peak load. If typical load confirm the peak load	PEAK LOAD- 80KW min load - 60KW(CORRIGENDUM INCLUDING COMMERCIAL BID FORMAT)
21	46-49			Request to confirm if any managed service is required from us for equipments that would be collocated	NOT REQUIRED
22	15	30. SCOPE OF WORK b. Server Room Area	The bidder should provide Cat 7 cabling and fibre cables for the racks (both inter-rack and intra-rack), and any additional requirement of new racks as and when required shall be done at the agreed price in the contract which is valid throughout the contract period.	As per the understanding CAT 7 Cables are available however associated Patch Panels and Ethernet Ports are not available of CAT 7 category. Hence CAT 6/6A type jack Panels and ethernet ports are used for cabling. Request you to allow us to use CAT6A or else provide confirmation on use of CAT6A component for installing CAT7 Cabling. Please confirm	Please refer the existing clause where in the Bidder should provide CAT 7 cabling and fibre cables for the racks...
23	45 & 46	Annexure-11	Diesel tanks (for generators)-the Data Centre should have high density diesel tanks for ensuring min 48 hr power backup on full load with contracts for fuel supply on demand. Mention the capacity of storage.	Request you to amend the clause for 24 Hours of storage tank at site and subsequent back to back arrangement of fuel with Fuel supplies to keep the data centre up and running during long power failure.	no change

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24	46	Annexure-11	Annexure-11 Pt: 49, The UPS / generator backup power facility should be provided to the proposed seating area. SP shall provide UPS backed up 4 power points per seat.	As a standard Electrical Cabling we provide 2 Sockets powered from UPS power. Request you to consider the same.	no change
25	46	Annexure-11	Annexure-11 Pt: 51, Dedicated parking slots shall be allotted to UIIC at par with the no. of seats specified.	We are considering UIIC requires for parking for Two wheelers? Please confirm.	Parking slots shall be allotted to UIIC at par with the no. of seats specified for two wheelers/four wheelers
26	32	OPTIONAL- RATECARD (ORDER SHALL BE PLACED AS AND WHEN REQUIRED)	Electrical Cabling for 63 Amps socket	Single Phase 63Amp is non standard power cabling. Request you to amend the clause with " Electrical Cabling for 3Ph,32Amp Socket".	no change
27	4	3(C)	INSTRUCTIONS / GUIDELINES TO BIDDERS	Clarification on 3 © w.r.t offline bid submission	The Tender offer should be submitted in one sealed envelope mentioning "Proposal for Data Center Co-Location Services" which should in turn contain two sealed covers super scribed as Cover 'A' and Cover 'B'
28	7	12	Security Deposit	We request the security deposit to be relaxed to 10% of the ARC.	no change
29	10	21	Limitation of Liability	We request the liability to be relaxed of the ARC.	no change
30	10	23 (C)	Force Majeure	Kindly reconsider the 5 calendar days for notification in case of force majeure event. There could be scenarios wherein it will not be practically feasible to notify within 5 calendar days.	no change
31	11	26	Termination	Request to extend the termination of the network infrastructure to 60 days notice period.	no change
32	11	26	Termination	Clause 22 - The Agreement should also provide for the termination /suspension rights of Bidder specifically in the following cases: a. Non payment of dues by UIIC when due post receipt of 30 days breach and cure notice from the Bidder b. UIIC is in violation of any law, rule, regulation or policy of any Government Authority related to the Services or UIIC's use thereof; or c. Bidder receives any direction, notification or instruction from any Government Authority to suspend or terminate the provision of Services to UIIC; or d. UIIC has engaged in conduct that has caused or may cause (in Bidder's sole reasonable judgement) damage to the facilities or network of Bidder or third parties	no change
33	11	28	Project Timelines	Please provide the expected timelines for the readiness of the Parallel Network infrastructure	Should be ready as a part of "Site readiness for inspection & Acceptance". Refer to 28. Project Time lines - Point 2.

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34	11	28	Project Timelines	Timeline of 9 Weeks requested for complete project delivery as there is dependency of Biometric Reader and Cameras	no change
35	12	29(e)	Eligibility Criteria	1. Auditor Statements - Please clarify; 2. Instead of masked PO, can we issue customer referrals ? Please confirm	As per the published RFP, under Eligibility Criteria, b & c required Audited Financial Statements. For "e" Auditor's statement mentioning the Client Company's location sites at the SP's co-location facility, clearly mentioning that they have taken datacenter co- location facility from the Service provider (or) Purchase Order copies masking the financials
36	14	30 (b) v	Scope of Work- Server Room Area : Power efficiency and cooling should be able to maintain medium and high density cabinets.	Please confirm max power density per rack.	Max Power Density per rack = 7KW
37	16	30 (f)	Insurance : The Bidder is responsible for acquiring transit insurance for all components. The goods to be transported under this Contract shall be fully insured in Indian Rupees.	Being owner of equipments, transit insurance will be owned by UIIC. Any correspondance/coordination required with insurance company will be supported by Bidder.	no change
38	11	27	b.The successful bidder has to furnish two copies of the contract/agreement in a 100/- stamp paper, with all the above terms and conditions mentioned including the commercials. The draft of the	Copy of contract agreemnt for reference	as per RFP terms & addendum
39	11	28	Lift & Shift of Existing Infrastructure	We understand lift & shift is planned in a single phase. Please confirm.	Yes. Lift & shift is planned is a single phase
40	11	28	Lift & Shift of Existing Infrastructure	Please mention time available for physical lift & shift of equipments.	As per the timelines specified in the RFP
41	11,12	28	Site readiness for inspection & Acceptance	Acceptance criteria	As per the RFP Terms
42	13	30 (a)	The Bidder has to liaise with existing links provider to shift the links to new DC site.	What is the scope of work here . Please elaborate	As per the RFP Terms
43	14	30 (b)	The UIIC requires a power meter that can measure the actual power consumption by the UIIC's equipment in the server caged area. This consumed power will be payable by the UIIC.	Instead of Dedicated meter we would be able to provide report via BMS.	The UIIC requires a mechanism in place which will exhibit the actual power consumption by the UIIC's equipment in the server caged area. The Bidders can position appropriate solution to meet this requirement.
44	14	30 (b) viii	Scope of work- Server room Area : The bidder shall provide power connectors / sockets. The bidder shall include such cost of provisioning the power sockets in their commercial bid.	Please confirm the quantity required	5 RACKS WITH - 3 PHASE -4 POLE- 32AMPS MCB 35RACKS WITH -1 PHASE- 2- POLE -32 AMPS MCB

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45	14	30 (b) ix	Scope of work- Server room Area : Adequate number of Single phase and three phase power sockets should be made available to support UIIC's equipment in the caged area	Please confirm the quantity required	5 RACKS WITH - 3 PHASE -4 POLE- 32AMPS MCB 35RACKS WITH -1 PHASE- 2- POLE -32 AMPS MCB
46	15	30 (b) xi	CAT 7 Cabling	We would recommend CAT 5/6 Cables. Also please provide complete cabling scope	NO CHANGE
47	15	30 (b) xii	OF Cabling	Please provide complete cabling scope. Also SMF/MMF and connector type details to be provided.	The bidder should provide Cat 7 cabling and fibre cables for the racks (both inter-rack and intra-rack). SMF - 4nos MMF - 4nos
48	17	30 (h)	Parallel Network Infrastructure	Please confirm if the Inter and Intra Rack Cabling and the configuration scope of the parallel network infra falls with the vendor?	configuring the parallel network infra is UIIC's scope. Supply and cabling of parallel network infra is under the Bidder's scope.
49	15	30 (c)	The bidder should allow the termination of the any network links provided by the UIIC appointed link (telecom) service providers. The bidder shall also allow laying of cables and associated works in their premises. If Telecom junction box / multiplexer of these link service providers are not available, then the bidder should allow the commissioning of the same	we do not allow any SP to lay of cables and associated works in our premises However the service provider can approach STT and we would be able to lay the cable on their behalf	UIIC expects the Bidder to allow and liaise with the respective ISP for their MUX provisioning.
50	16	30(f)		We understand lift and shift scope is limited to dismantling and de-staging the equipment, packaging and labeling of the equipment, transit of the equipment and mounting & installation of the equipment at the new site. All other works like equipment AMC, data backup, power off and power on of all listed equipments, configuration and testing of applications/listed equipments, inter rack and intra rack cabling are not covered under bidder scope and will be taken care by UIIC. Please confirm.	All other works like equipment AMC, data backup, power off and power on of all listed equipments, configuration and testing of applications/listed equipments are not covered under bidder scope and will be taken care by UIIC. inter rack and intra rack cabling is under the Bidder' scope.
51	18	33	MAINTENANCE TIMELINES (SLA PARAMETERS)	We would request for the below :	AS PER RFP
52	19	34	Payment Terms	Please clarify what is the NET payment term in case of billing in Quarterly arrears. We would request for Minimum net period of Arrear billing as this impacts cash flows.	within reasonable time subject to submission of all necessary documents

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53	19	35	Inspection of Records	Though there is not limit on Internal Audits of UIIC. There is a limit on external Audits as it involves man hours of Operations teams. We recommend IP cameras as only 30 day footage is retained on site and customer to store feed at their end too.	NO CHANGE
54	23	Annexure 3	No Deviation list	I do see that we will have some deviations. How do we handle those	NO CHANGE
55	29	Annexure 6	DETAILS OF PROJECTS DURING LAST FIVE YEARS	We have confidentiality with customers, can we issue Referral letters instead of the project details ? Please confirm	As per the published RFP, under Eligibility Criteria, b & c required Audited Financial Statements. For "e" Auditor's statement mentioning the Client Company's location sites at the SP's co-location facility, clearly mentioning that they have taken datacenter co- location facility from the Service provider (or) Purchase Order copies masking the financials
56	37	Annexure 9	Pre-Integrity Pact 7.1 : The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems 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 similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the 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.	Fail clause in Pre-Integrity Pact to ideally be deleted. Alternatively we may agree to the following clause: 7.1 The Bidder undertakes that it has not supplied / is not supplying, at the time of execution of this Integrity Pact, similar same products/systems or subsystems/ services from the site proposed to the bank as Datacenter by the Bidder 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 similar same products/systems or sub systems was supplied by the Bidder in breach of this undertaking 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. 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."	NO CHANGE
57	5	2-PURPOSE OF THIS DOCUMENT	UIIC currently has its DC in Chennai and DR at Hyderabad	Please provide address of Chennai DC.	No.24 Whites Road Chennai-14
58	45	Annexure 11 – Minimum Technical Specifications - for bidders. Point no 4	The data centre should have a load bearing capacity of minimum 750Kg/Sq m.	Please Change this point as below:- " The Data Centre should have a load bearing capacity of minimum 500 Kg / Sq mtr."	NO CHANGE
59	32	Annexure 7 -OPTIONAL-RATECARD (ORDER SHALL BE PLACED AS AND WHEN REQUIRED)	Network Cabling per rack (42 U and more)	Kindly specify no. of ports needed per rack and type of cable	Cat 7 and Maximum 42 Ethernet ports per rack
60	31	Annexure 7 - Commercial Bid Format	Formula for arriving at unit rate (tariff rate * power factor* 24*365).	Power factor here means multiplying factor which will take care of cooling charges and not electrical power factor. Kindly clarify.	CALCULATION OF THE POWER FACTOR IS LEFT TO THE BIDDER

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61	15	30-Scope of work, b-Server Room Area.Caluse No VII	The bidder shall provide power connectors / sockets. The bidder shall include such cost of provisioning the power sockets in their commercial bid.	How many single phase and three phase sockets required. Also provide their Amp rating.	5 RACKS WITH - 3 PHASE -4 POLE- 32AMPS MCB 35RACKS WITH -1 PHASE- 2- POLE -32 AMPS MCB
62	15	30-Scope of work, b-Server Room Area.Caluse No IX	Adequate number of Single phase and three phase power sockets should be made available to support UIIC's equipment in the caged area.	How many racks with single phase power and three phase power required	5 RACKS WITH - 3 PHASE -4 POLE- 32AMPS MCB 35RACKS WITH -1 PHASE- 2- POLE -32 AMPS MCB
63	16	30-Scope of work, b-Server Room Area.Caluse No XI	The bidder should provide Cat 7 cabling and fibre cables for the racks (both inter-rack and intra-rack), and any additional requirement of new racks as and when required shall be done at the agreed price in the contract which is valid throughout the contract period.	What is the fiber cable type. How many inter and Intra cabling required. Provide details with cabling diagram	Please provide detail information in order to size and propose this.
64	15	30-Scope of work, b-Server Room Area.Caluse No i	Within the Tier 3 compliant Data Center, the bidder shall provide a dedicated caged area /closed containment for the UIICs requirements. The cage should be from floor to ceiling.	What is the rack dimentions	600x1000 - 34 NOS. 600X1070-1 NOS. 600X1170- 1 NOS. 760X1100-2 NOS. 760X950-2 NOS.
65	15	Annexure 11 – Minimum Technical Specifications - for bidders. Point no 40	Redundant CRAC units to facilitate high density cooling needs.	what would be the max load of the rack in terms of consumed/rated Power?	The max power requirement per rack may be up to 7 kw
66	45	Annexure 11 – Minimum Technical Specifications - for bidders. Point no 9	The server room area should have a raised floor height of 2ft	We request you to reduce the height of the raised floor to 1.5 Ft, Same will not affect the cooling capability, our DC still capable of holding high density racks.	NO CHANGE
67	45	Annexure 11 – Minimum Technical Specifications - for bidders. Point no 14	Dust level less than 5 micron.	Please change the Dust level less than 10 micron.	NO CHANGE
68		30-Scope of work, a-General Caluse No Vii	The Bidder has to liaise with existing links provider to shift th	Please name the Incubement Telecom Player. Please share followings Type of service e.g. MPLS, NLD,LL Links Number of Links	MPLS - 4nos NLD - 5nos LL - 4nos
69	16	30-Scope of work, C-Communication Area point no III	The bidder should allow the termination of the any network links provided by the UIIC appointed link (telecom) service providers. The bidder shall also allow laying of cables and associated works in their premises. If Telecom junction box / multiplexer of these link service providers are not available, then the bidder should allow the commissioning of the same.	Please name the Incubement Telecom Service Providers. In case Service Provider MUX not installed in the proposed IDC then Bidder shall provide the space for in Teleco Room. Deploying the MUX and follow due process for the same shall be the responsibility of the required respective service provider.	Will be shared with the L1 Vendor

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70	15	30-Scope of work, b- Server Room Area. Point no vi	The bidder shall provide adequate power points in the Server cage area allocated to the UIIC. As per existing deployment approximately 80 KW is the load. SP has to ensure the same load on Day-1. Additional power, if required shall be made available by the SP. UIIC will pay only for consumed power	As per our understanding we need to consider 60KW consumed power for commercial BID. 60KW Power requirement for 40 Racks means average power requirement per Rack is 1.5KW. Let us know solution design need to be done considering 1.5KW per Rack else please share Rack wise Power Breakup details	Max power density per rack is 7KW
71	16	Annexure 7 Commercial BID Format,2S# No 2	Power(KW)* 60 KW. Power - is for L1 calculation but the minimum committed power requirement is 60 KW.		
72	32	OPTIONAL- RATECARD (ORDER SHALL BE PLACED AS AND WHEN REQUIRED)	Hands and Eye Support (24/7) per resource per annum,Electrical Cabling for 32 Amps socket and Electrical Cabling for 63 Amps socket	Please share followings 1) Total number of Devices for which 24/7 Hands and eye support requires. 2) Total Number of 63 Amp socket requires. 3) Total Number of 32 Amp socket requires.	Hands and Eye Support (24/7) per resource per annum - Qty 1 Electrical Cabling for 32 Amps socket - Qty 1 Electrical Cabling for 63 Amps socket - Qty 1. These are optional rate cards. Actual quantity may vary.
73	16	30. SCOPE OF WORK, b. Server Room Area	The bidder should provide Cat 7 cabling and fibre cables for the racks (both inter-rack and intra-rack)	Please allow us for existng IDC Site Visit to collect the Information on existng Racks UTP and Fiber Cabling Layout and Type of Fiber Cable details	DC Visit cannot be allowed.

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74	10	19 19. INDEMNIFICATION point no (d)	<p>The Bidder shall further indemnify UIIC against any proven loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on UIIC for malfunctioning of the equipment at all points of time, provided however:</p> <p>i. UIIC notifies the Bidder in writing in a reasonable time frame on being aware of such claim</p> <p>ii. the Bidder has sole control of defence and all related settlement negotiations</p> <p>iii. UIIC provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and</p> <p>iv. UIIC does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to UIIC's (and/or its customers, users and service providers) rights, interest and reputation.</p>	<p>Need clarity in the clause, in previous clauses (ie., 19 (a) (b) and ©) the Vendor is to indemnify for loss that is attributed to its negligence or misconduct, this clause does not refer such causes, in that case the original language of this clause will be interpreted as any loss of data or infringement claim or for third party claim, the vendor shall be responsible even such claim is not attributed to vendor.</p>	NO CHANGE
75	11	21 LIMITATION OF LIABILITY	<p>LIMITATION OF LIABILITY Bidder's cumulative liability for its obligations under the contract shall not exceed 100% of Contract value and the bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.</p>	<p>Clarify whether limitation of liability cap apply to indemnity under clause 19</p>	As per RFP terms and conditions
76	17	f. Existing Infrastructure	<p>The vendor has to undertake the lift and shift operation and physical movement of the IT Assets from the existing Datacenter to the proposed site.</p>	<p>We request UIIC to consider Lift & Shift - as a separate RFP, so that UIIC will get a better Commercial for IDC Colo from all Vendors, irrespective of locations</p>	no change
77	12	28. PROJECT TIMELINES	<p>Making the server area ready and available for setting up UIIC's IT infrastructure in Server cage area (Site should be ready with server caging, electrical cabling, and facilities like access control system, Communication links, Seating space etc.) - 6 weeks from date of issuing the purchase order</p> <p>Site readiness for inspection & Acceptance - 7 weeks from the date of purchase order</p>	<p>Please Change this to as follows Making the server area ready and available for setting up UIIC's IT infrastructure in Server cage area (Site should be ready with server caging, electrical cabling, and facilities like access control system, Communication links, Seating space etc.) - 8 weeks from date of issuing the purchase order Site readiness for inspection & Acceptance - 9 weeks from the date of purchase order</p>	no change

Query #	Page #	Clause #	Existing Clause in Tender	Modification/Suggestion Requested	UIIC Update
78	6	5 Earnest Money Deposit (EMD)	EMD of ` 20,00,000/- (Rupees twenty lakhs only) in the form of Bank Guarantee / NEFT favoring UIIC shall be valid for three months. b. In case of EMD in the form of Bank Guarantee, the bidders shall adhere to the format enclosed along with this RFP. (REF. Annexure 4: Bank Guarantee Format)/Electronic Credit for EMD of ` 20,00,000/- (Rupees twenty lakhs Only) c. Bank Guarantee shall be drawn in favor of "United India Insurance Company Limited" payable at Chennai.	EMD of ` 10,00,000/- (Rupees Ten lakhs only) in the form of Bank Guarantee / NEFT favoring UIIC shall be valid for three months.	no change
79	6	5 Forfeiture of EMD	FORFEITURE OF E.M.D The EMD made by the bidder will be forfeited if: a. The bidder withdraws the tender after acceptance. b. The bidder withdraws the tender before the expiry of the validity period of the tender. c. The bidder violates any of the provisions of the terms and conditions of this tender specification. d. The successful bidder fails to furnish the required Performance Security within 21 days from the date of receipt of LOA (Letter of Acceptance)	Delete Clause - c. The bidder violates any of the provisions of the terms and conditions of this tender specification. Modify clause - d. The successful bidder fails to furnish the required Performance Security within 45 days from the date of receipt of LOA (Letter of Acceptance)	no change
80	10	20 LD Penalty	Any delay in the above timelines may attract delivery penalties as stated below: a. In the event of delayed delivery i.e. delivery after the expiry of six weeks from the date of purchase order, the vendor shall be liable to pay a penalty at a percentage on the on the annual colocation cost; subject to a maximum of 1% (one percent) as detailed below. i. 0.1% for the first week; ii. 0.5% for the second week; iii. 1% for the third week and above; (For the purpose of this clause, part of the week is considered as a full week).	Any delay in the above timelines may attract delivery penalties as stated below: a. In the event of delayed delivery i.e. delivery after the expiry of Ten weeks from the date of purchase order , the vendor shall be liable to pay a penalty at a percentage on the on the annual colocation cost; subject to a maximum of 0.50% (Half percent) as detailed below. i. 0.05% for the first week; ii. 0.20% for the second week; iii. 0.5% for the third week and above; (For the purpose of this clause, part of the week is considered as a full week).	no change

Query #	Page #	Clause #	Existing Clause in Tender	Modification/Suggestion Requested	UIIC Update
81	43	12 Validity period of the quote -	<p>The validity of this Integrity Pact shall be from date of its signing and extend upto 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.</p> <p>12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.</p>	<p>in case BIDDER is unsuccessful, this integrity Pact shall expire after Three months from the date of the signing of the contract.</p>	no change
82	20	33 SLA penalties	<p>Penalties due to downtime: The bidder shall guarantee 99.982 % uptime for Data Centre infrastructure. The Bidder shall be liable for liquidated damages for uptime maintained below 99.982% in a month. Level of uptime per Month Penalty charges 99.982% No Penalty 99.50% and above but below 99.982% 0.5% of total cost of project for 3 years 99.00% and above but below 99.50% 1% of total cost of project for 3 years 98.50% and above but below 99.00% 1.5% of total cost of project for 3 years So on and so forth, however the penalty is capped at 10% of the total cost of project.</p>	<p>Penalties due to downtime: The bidder shall guarantee 99.982 % uptime for Data Centre infrastructure. The Bidder shall be liable for liquidated damages for uptime maintained below 99.982% in a month. Level of uptime per Month Penalty charges 99.982% - No Penalty 99.50% and above but below 99.982% - 0.25% of total cost of project for 3 years 99.00% and above but below 99.50% 0.5% of total cost of project for 3 years 98.50% and above but below 99.00% 1% of total cost of project for 3 years So on and so forth, however the penalty is capped at 5% of the total cost of project.</p>	no change
83	8	12 Security Deposit	<p>The successful bidder will have to furnish a security deposit to the tune of 10% of the total order value in the form of a Bank Guarantee for a period of 3 years & 3 months obtained from a nationalised/scheduled bank for proper fulfilment of the contract</p>	<p>The successful bidder will have to furnish a security deposit to the tune of 5% of the total order value in the form of a Bank Guarantee for a period of 3 years & 3 months obtained from a nationalised/scheduled bank for proper fulfilment of the contract</p>	no change

Query #	Page #	Clause #	Existing Clause in Tender	Modification/Suggestion Requested	UIIC Update
84	20	34 Payment Terms	<p>Payment for Co-location of the DC - Payment for Co-location of the DC will be divided into 4 equal installments for the year and paid quarterly in arrears post the successful commissioning of the co-location site and acceptance of all the relevant requirements under this tender.</p> <p>j. Payment for One Time Charges- Cost of the One Time charges would be payable on successful commissioning and completion of the acceptance test exercise for all the activities/services deemed to be one time installations in this RFP document.</p>	<p>Payment for Co-location of the DC - Payment for Co-location of the DC will be divided into 4 equal installments for the year and paid quarterly in advance on successful commissioning of the co-location site and acceptance of all the relevant requirements under this tender.</p> <p>j. Payment for One Time Charges- Cost of the One Time charges would be payable in advance on successful commissioning and completion of the acceptance test exercise for 50 % of the activities/services deemed to be one time installations in this RFP document.</p>	no change
85	12	26 Exit / termination Clause	<p>UIIC shall be entitled to terminate the agreement/purchase order with the Bidder at any time giving 90 days prior written notice to the Bidder if the Bidder breaches its obligations under the tender document or the subsequent agreement/purchase order and if the breach is not cured within 30 days from the date of notice.</p> <p>UIIC shall also be entitled to terminate the rental of network equipment being availed along with this contract at any time giving 30 days prior notice to the Bidder.</p>	<p>UIIC shall be entitled to terminate the agreement/purchase order with the Bidder at any time giving 90 days prior written notice to the Bidder if the Bidder breaches its obligations under the tender document or the subsequent agreement/purchase order and if the breach is not cured within 45 days from the date of notice.</p> <p>UIIC shall also be entitled to terminate the rental of network equipment being availed along with this contract at any time giving 45 days prior notice to the Bidder.</p>	no change
86	11	21 Limitation of Liability	<p>Bidder's cumulative liability for its obligations under the contract shall not exceed 100% of Contract value and the bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.</p>	<p>Bidder's cumulative liability for its obligations under the contract and also any liability on violation & arbitration shall not exceed 100% of Contract value and the bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.</p>	no change
87	12	29. ELIGIBILITY CRITERIA	<p>The bidder should have an average turnover of at least ` 100 Crores for the last three financial year's viz. 2015-16, 2016-17 and 2017-18</p>	<p>The bidder should have an average turnover of at least ` 50 Crores for the last three financial year's viz. 2015-16, 2016-17 and 2017-18</p>	no change
88	12	29. ELIGIBILITY CRITERIA	<p>The bidder must have provided Data Centre co-location facility to at least Ten (10) companies at any of their co-location sites in India. (Out of which Two credential should be from a Banking, Financial Service or Insurance (BFSI) Company in India who have co-hosted their Data Centre)</p>	<p>Request you to please consider all Government and corporate customers to comply this clause.</p>	no change

Query #	Page #	Clause #	Existing Clause in Tender	Modification/Suggestion Requested	UIC Update
89	9	19. INDEMNIFICATION	19. INDEMNIFICATION	<p>Entire INDMENIFICATION to be mutual basis and reciprocating all covenants to each other therein.</p> <p>As of now its unilateral and seems that Indemnification is only sought from Bidder and not from UIC.</p> <p>Please revise the clause making it reciprocal basis.</p> <p>Point 'b' - sub point 'ii' and 'iii' to be removed as these sub-points may be subject of Limitation of Liability but not to Indemnification.</p> <p>Points (required to be removed) extracted below for quick reference: ii. breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder iii. use of the deliverables and or services provided by the Bidder.</p> <p>Point 'c' be removed as these sub-points may be subject of Limitation of Liability but not to Indemnification.</p> <p>Points (required to be removed)extracted below for quick reference: c. The Bidder shall further indemnify UIC against any proven loss or damage to UIC's premises or property, etc., due to the gross negligence and/or wilful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.</p> <p>Point 'd' the word 'loss of data' be removed as the same may be subject of Limitation of Liability but not to Indemnification.</p> <p>d. The Bidder shall further indemnify UIC against any proven loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on UIC for malfunctioning of the equipment at all points of time, provided however</p>	NO CHANGE

Query #	Page #	Clause #	Existing Clause in Tender	Modification/Suggestion Requested	UIIC Update
90	20	34. PAYMENT TERMS	<p>34. PAYMENT TERMS</p> <p>a. No advance payment shall be made in any case.</p> <p>d. Any objection / dispute to the amounts invoiced in the bill shall be raised by UIIC within reasonable time from the date of receipt of the invoice.</p> <p>f. The company also reserves the right to prescribe additional documents for release of payments and the bidder shall comply with the same.</p> <p>h. The SP must accept the payment terms proposed by UIIC. The financial bid submitted by the SP must be in conformity with the payment terms proposed by UIIC. Any deviation from the proposed payment terms would not be accepted. UIIC shall have the right to withhold any payment due to the SP, in case of delays or defaults on the part of the SP. Such withholding of payment shall not amount to a default on the part of UIIC.</p> <p>i. Payment for Co-location of the DC - Payment for Co-location of the DC will be divided into 4 equal installments for the year and paid quarterly in arrears post the successful commissioning of the co-location site and acceptance of all the relevant requirements under this tender.</p> <p>j. Payment for One Time Charges- Cost of the One Time charges would be payable on successful commissioning and completion of the acceptance test exercise for all the activities/services deemed to be one time installations in this RFP document.</p>	<p>We request UIIC to change the below mentioned clauses. The Red lined portions are concerns:</p> <p>a. Netmagic has advance payment preference.</p> <p>D. Any objection / dispute to Netmagic invoice to be raises within seven (7) days and not within 'reasonable time'.</p> <p>F. What are prescribe additional documents? Please explain or provide if any to check.</p> <p>h. Is it a showstopper point? Is there any possibility of any change in this caluse to revise it as per mutual terms?</p> <p>i. we prefer quarterly in advance. Please revise.</p> <p>j. One Time Charges (OTC) payment shall be paid in advance along with the Purchase Order</p>	NO CHANGE