

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
1	2	1. Schedule of Events, item 6	Last date and time for Bid submission Upto 17:00 hrs on 24.06.2024	Given the holiday period and unavailability of some key members of the team, may we request the bank to kindly consider extending the RFP submission deadline. The RFP is a very large document and we would like to make sure that we are providing the Bank with a good quality response that would enable the Bank in its evaluation process for selection of a critical supplier to fulfil Bank's business needs for many years to come.	Corrigendum-1
2	3	1. Schedule of Events, 11 Tender Fee	Mode of Transaction- Intra-bank transfer (SBI to SBI only)	The clause states that the amount of the tender fee needs to be deposited by intra SBI transfer to "System Suspense Branch Parking A/C" or by NEFT/RTGS to "Subsidy Inward Remittance". We request you to confirm if the later can be done by intra bank transfer. (Other banks to SBI)	As per RFP
3	3	1. Schedule of Events, 11 Tender Fee	Mode of Transaction- Intra-bank transfer (SBI to SBI only)	The clause does not state the milestone date of tender fees along with validity. Request you to share the same.	As per RFP
4	3	1. Schedule of Events, 12 Earnest Money Deposit	Mode of Transaction- Intra-bank transfer (SBI to SBI only)	The clause states that the EMD amount needs to be deposited by intra SBI transfer to "System Suspense Branch Parking A/C" or by NEFT/RTGS to "Subsidy Inward Remittance". We request you to confirm if the later can be done by intra bank transfer. (Other banks to SBI)	As per RFP
5	4	1. Schedule of Events, 13 Bank Guarantee	3% of the Project cost		As per RFP
6	4	Point No 13 in the table	Bank Guarantee	Please clarify regarding the timeliens of settlement:- BG and other securities must be returned at the time of full and final settlement.	As per RFP
7	10	5. Scope of Work	Tier IV / Rated 4	The clause states that the requirement calls for TIER IV facility. There are only 2 facilities in Mumbai / Navi Mumbai region which comply to this clause. Request you to also include TIER III design rated facility and TIER IV network rated as it will be biased in nature to one bidder.	As per RFP
8	10	5. SCOPE OF WORK	5. SCOPE OF WORK: As given in Appendix-E of this document. This RFP is for selecting a service provider who can provide sufficient space & power in a purpose-Built Colocation Data Centre to host the IT infrastructure, office space and Storage space for the bank. The proposed facility should be a Tier IV / Rated 4 constructed facility certified Data Centre from Uptime Institute / TIA942 located in Mumbai – Navi Mumbai. In case the facility is under development, the certifications must be procured within 9 months from the Ready-for-service date as mentioned in this RFP. Ready for service or RFS date means availability of fully built core & shell of the building, availability of Power and cooling for Day-1 capacity, availability of required network service providers all other services necessary for Bank to initiate their operations.	Request bank to consider Tier III rated data center certified by TIA942. Also request Bank to consider 12 months time from RFS to furnish Tier III certificate	As per RFP
9	13	10. EARNEST MONEY DEPOSIT (EMD):	v.The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.	We assume that this clause also applies to technically qualified bidders but are unsuccessful in the reverse auction. Request you to confirm the same.	As per RFP
10	13	10. EARNEST MONEY DEPOSIT (EMD):	10. EARNEST MONEY DEPOSIT (EMD): viii. The EMD may be forfeited:- (b) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or	Kindly remove this because bidders will be in risk of losing INR 2Cr. Due to any unwillful reasons bidders may fail to login into the Auction process. In such case, SBI has every right to reject the bid but not to forfeit the EMD of INR 2Cr.	As per RFP

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11	13	Viii(d)	if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP	Need clarity on time period, or refer to the Clause number wherein such specified time period is mentioned. Also, we request SBI to consider amending the language, there can be reasons of delay which are beyond control of both the parties. In case of given time lapses, requesting Bank to extend the same with mutual agreement.	As per RFP
12	16	12.DEADLINE FOR SUBMISSION OF BIDS	All the documents submitted online , (except commercial bid related documents) must be submitted to the Bank in physical and legible form by 16:00hrs a day after online bid submission date.	Does the Pre-Bid queries also need to be submitted physically?	As per RFP
13	16	12.DEADLINE FOR SUBMISSION OF BIDS:	12.DEADLINE FOR SUBMISSION OF BIDS: i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the "Schedule of Events". All the documents submitted online, (except commercial bid related documents) must be submitted to the Bank in physical and legible form by 16:00hrs a day after online bid submission date.	Since this is an online bid submission, as a standard practice followed by PSU/Govt. organizations, please provide one week time to submit the originals(Hardcopy of Technical Bid, Integrity Pact, EMD BG etc) from the date of submission of online bid.	As per RFP
14	16	12.DEADLINE FOR SUBMISSION OF BIDS:	12.DEADLINE FOR SUBMISSION OF BIDS: ii. Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee and Pre- Contract Integrity Pact together with their respective enclosures and seal it in an envelope and mark the envelope as "Technical Bid". The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in SI No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.	This statement is contradicting with "i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the "Schedule of Events". All the documents submitted online , (except commercial bid related documents) must be submitted to the Bank in physical and legible form by 16:00hrs a day after online bid submission date." Request to kindly provide the final instructions on Harcopy/Physical submission. Also provide the complete list of the documents to be submitted in physical form.	As per RFP
15	17	14.PERIOD OF BID VALIDITY & VALIDITY OF PRICE QUOTED IN REVERSE AUCTION:	14.PERIOD OF BID VALIDITY & VALIDITY OF PRICE QUOTED IN REVERSE AUCTION: ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA.	Request to please change this to 15days post conclusion of RA	As per RFP
16	17	16. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:	16. BIDDING PROCESS/OPENING OF TECHNICAL BIDS: ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process.	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 you 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 them open for further mutual discussion & negotiations till finalizing the contract agreement	As per RFP
17	18	16. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:	16. BIDDING PROCESS/OPENING OF TECHNICAL BIDS: iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.	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 you 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 them open for further mutual discussion & negotiations till finalizing the contract agreement. We request that the bidder be given an opportunity to state some key deviations and discuss and agree on those with SBI if the bidder is the winning bidder.	As per RFP
18	19	18.EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION	v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of Appendix-F within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.	The clause states 48 hours of time to respond. We request you to consider 3 working days from the date of conclusion of reverse auction.	As per RFP

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19	19	18. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:	18. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION: iv. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.	Post conclusion of RA, will you reject the bidders who are greater than L1 or do you qualify L1, L2 and L3 for further negotiations? Kindly describe the process followed while finalizing the successful bidder post RA.	As per RFP
20	21	1.AWARD CRITERIA AND AWARD OF CONTRACT:	v.The successful Bidder will have to submit Non-disclosure Agreement	The RFP document does not indicate any format for NDA. Request you to share the template copy as per SBI format.	As per RFP
21	21	19. CONTACTING THE BANK	19. CONTACTING THE BANK: 1. AWARD CRITERIA AND AWARD OF CONTRACT: i. Applicability of Preference to Make in India, Order 2017 (PPP-MII Order) ii. Verification of local content The 'Class-I local supplier' / 'Class-II local supplier' at the time of submission of bid shall be required to provide a certificate as per Appendix-G from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content requirement for 'Class-I local supplier' / 'Class-II local supplier' as the case may be.	Request to accept Appendix-G signed by Authorized Signatory	As per RFP
22	21	19. CONTACTING THE BANK	19. CONTACTING THE BANK: 1. AWARD CRITERIA AND AWARD OF CONTRACT: i. Applicability of Preference to Make in India, Order 2017 (PPP-MII Order) v. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.	Since RFP states that " <i>The successful Bidder will have to submit Non-disclosure Agreement</i> ", we are assuming that "Appendix-K NON-DISCLOSURE AGREEMENT" is applicable only to the Successful bidder and not be submitted in RFP response. Kindly confirm.	As per RFP
23	22	20. POWERS TO VARY OR OMIT WORK:	20. POWERS TO VARY OR OMIT WORK: i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be. ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order. iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.	Considering the nature of the project and its broad scope of work, we request clarification in line with the suggested clause to avoid any future ambiguities. Any variations of the work under the contract shall be made only pursuant to a Change Order Request from the Bank and subject to Bidder accepting the same. The Change Order Request shall cover the details around the variation in scope, timelines and amount.	As per RFP
24	23	24	BANK GUARANTEE: i.Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at Appendix-H is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted. ii.The Bank Guarantee is required to protect interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant invoking of Bank Guarantee.	Can we request Bank to consider to keep BG instead of whole project value to 3% of Annual service value.	As per RFP
25	24	25.SERVICES:	iii.Service Provider shall support the Facility infrastructure or specified hardware/software during the period of Contract as specified in Scope of work in this RFP	We believe the facility infrastructure or supplied hardware/software specified scope of work in the RFP is to be supported. Any IT hardware/software of the Bank is solely the responsibility of the Bank.	As per RFP

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26	25	28. RIGHT TO AUDIT:	28. RIGHT TO AUDIT:	<p>We request to have a concurrence with SBI on the below facts. Kindly accept and confirm.</p> <p>1. Bidder shall not be required to disclose their financial information, profits, books of accounts, costs breakups etc. and audit shall be strictly restricted to the services and service levels provided by the Bidder to the Bank.</p> <p>2. In case the SBI desires to audit the contracted Services i.e. for audits for security considerations related to our provision of Services, SBI 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 SBI and us in writing based on contracted services scope. The commercials of such audit shall be paid by SBI depending on the agreed scope.</p> <p>3. If there is any third-party auditor from BANA's side, then NDA should be signed between BANA & Third party Auditor.</p>	As per RFP
27	25	26	Appendix - I of the RFP elaborates Penalties	<p>We request bank to consider, Penalties shall be applicable for reasons directly attributable to Nxtra. Also, it is humbly submitted, the only penalties should be with respect to Service Credits.</p>	As per RFP
28	25	28	<p>i)The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.</p> <p>ii.Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.</p> <p>iii.Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).</p> <p>iv.Service provider shall grant unrestricted and effective access to a) data related to the outsourced activities; b) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.</p>	<p>We request bank to consider, to keep the Audit clause restrictive from the perspective of Services. Nxtra will only provide Physical security, thus if there's an audit to security, shall be limited to same. Nxtra shall endeavor to provide data pertaining to outsourced activities related to Services provided to Bank subject to right is available with Nxtra.</p>	As per RFP
29	26	30. VALIDITY OF AGREEMENT	The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement	<p>This can be mutually agreed during final negotiation of contract.</p>	As per RFP
30	26	9. Transfer of Software	9.1 Wherein State Bank of India is the owner of the software, 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver, or otherwise certify in writing that it has delivered, to the Bank a full, accurate and up to date version of the Software	<p>Request you to elaborate which softwares are being referred to in the clause.</p>	Corrigendum-2
31	26	29. SUBCONTRACTING:	As per scope of this RFP, sub-contracting is not permitted.	<p>The nature of certain activities like operation & maintenance in data centres necessitates sub-contracting therefore requesting to allow subcontracting where the ownership & governance is being taken care by the bidder.</p>	As per RFP

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32	26	31. LIMITATION OF LIABILITY:	<p>31. LIMITATION OF LIABILITY:</p> <p>i. The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.</p> <p>ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.</p> <p>iii. The limitations set forth herein shall not apply with respect to:</p> <p>(a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;</p> <p>(b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,</p> <p>(c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,</p> <p>(d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.</p> <p>For the purpose of abovementioned sub-clause (iii)(b) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.</p> <p>"Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.</p>	<p>Since this is a high value and long term project we request that the clause be amended to reflect -</p> <p>- Maximum liability of Bidder shall not exceed the charges paid or payable by the client 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</p> <p>- The limitations set forth herein shall not apply with respect to: fraud, breach of confidentiality provisions, bodily injury or death due to Bidder's negligence.</p>	As per RFP
33	26	29	As per scope of this RFP, sub-contracting is not permitted.	We request bank to consider, to amend the language, "exclusive sub-contracting for Bank should be done post prior intimation to Bank".	As per RFP
34	26	30	The Agreement/ SLA will be valid for the period of 10 year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.	We request bank to consider, to amend the language, "The Agreement/ SLA will be valid for the period of 10 year(s), unless terminated earlier by either Party. Either Party, reserves the right to terminate the Agreement as per the terms of RFP/ Agreement".	As per RFP
35	26	31	<p>LIMITATION OF LIABILITY:</p> <p>i. The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.</p> <p>ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.</p> <p>iii. The limitations set forth herein shall not apply with respect to:</p> <p>(a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;</p> <p>(b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,</p> <p>(c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,</p> <p>(d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider. For the purpose of abovementioned sub-clause (iii)(b) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.</p> <p>"Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.</p>	<p>We request bank to considering for keeping capping of Service Provider to "Service Fees" of the respective year wherein dispute arises, instead of whole project cost. It is also humbly submitted, to consider adding breach for confidential obligations pertaining confidential information directly belonging to respective party. We would also request to add "loss of data" explicitly under Clause 31. (ii)</p>	As per RFP
36	26	30	VALIDITY OF AGREEMENT	We understand that validity of Agreement clause is a part of the Agreement. Kindly clarify regarding the inclusion of this clause.	As per RFP

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37	27	33. DELAY IN SERVICE PROVIDER'S PERFORMANCE:	33. DELAY IN SERVICE PROVIDER'S PERFORMANCE: iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).	We request that due to the nature of services being colocation, service credits be the sole remedy for any default in the services and the invocation of Bank Guarantee and/or termination of contract be deleted. Bidder shall not be liable for any liquidated damages for any delay if such delay is due to reasons attributed to or contributed by the Bank.	As per RFP
38	27	33	DELAY IN SERVICE PROVIDER'S PERFORMANCE: i. Services shall be made by Service Provider within the timelines prescribed in part II of this document. ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract. iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).	We request the bank to consider, continuous incidents of delays which are caused directly due to proven fault or intention of Service Provider, should lead to termination. Instead of invocation of BG/LD.	As per RFP
39	27	33	DELAY IN SERVICE PROVIDER'S PERFORMANCE	SBI's right to terminate should only arise if there is a delay by ACX in meeting our obligations for more than 120 days.	As per RFP
40	27	33 (iii)	DELAY IN SERVICE PROVIDER'S PERFORMANCE	SBI's right to terminate should only arise if there is a delay by ACX in meeting our obligations for more than 120 days.	As per RFP
41	28	36. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:	36. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP: i. For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this RFP, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.	We request 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. 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. We will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques which we own or develops as part of its Services.	As per RFP
42	29	36. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:	v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.	We want to submit that how will the Service Provider be in position to understand that Bank's technical designs would lead to infringement claim, hence we request to delete the bolded portion.	As per RFP
43	29	36	(iii) Subject to below mentioned sub-clause (iv) and (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.	Request Bank team to amend the language and make it applicable for third party Infringements of IPR limiting its use in India.	As per RFP
44	30	37. LIQUIDATED DAMAGES:	If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	The deduction of LD should be upon proven delay as mutually agreed between the parties and the deduction from the Project cost is requested to be carried out after prior intimation to the Service Provider.	As per RFP

REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI

Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
45	30	37. LIQUIDATED DAMAGES	37. LIQUIDATED DAMAGES: If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	Request bank to remove this clause. LD penalty and termination of services is not acceptable. Or Request to restrict the Liquidated Damages against only the delayed/unperformed One Time implementation/One Time billing components of the project and not against TCV. Accordingly change the statement as "as liquidated damages a sum equivalent to 0.5% of price of the delayed/unperformed One Time implementation Services for delay of each week or part thereof maximum up to 5% of delayed/unperformed One Time implementation Services. Once the maximum deduction is reached, the Bank may consider termination of the Agreement."	As per RFP
46	30	37. LIQUIDATED DAMAGES	37. LIQUIDATED DAMAGES: If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	Where liquidated damages are levied, the same shall be Bank's sole remedy against the Bidder against such delays. Further, where LD is levied, for the same instant, no penalty shall be levied.	As per RFP
47	30	37	LIQUIDATED DAMAGES: If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	Requesting Bank to consider amending language as follows:- If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total respective Service Fee for the applicable year, for delay continuing for more than four (4) weeks, with maximum up to 5% of service fee for respective year. Once the maximum deduction is reached, the Bank may consider termination of the Agreement	As per RFP
48	35	40. TERMINATION FOR DEFAULT:	Prior to providing a written notice of termination to Service Provider under abovementioned sub-clause (i) (a) to (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.	Rectification needed - reference should be sub-clause i. (i) to (iv)	Corrigendum-2
49	35	40. TERMINATION FOR DEFAULT:	40. TERMINATION FOR DEFAULT: v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.	Where liquidated damages are levied, the same shall be Bank's sole remedy against the Bidder against such delays. Further, where LD is levied, for the same instant, no penalty shall be levied.	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
50	35	40	<p>TERMINATION FOR DEFAULT:</p> <p>i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part: (i) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank; (ii) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement; (iii) Violations of any terms and conditions stipulated in the RFP; (iv) On happening of any termination event mentioned in the RFP/Agreement.</p> <p>Prior to providing a written notice of termination to Service Provider under abovementioned sub-clause (i) (a) to (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.</p> <p>ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.</p> <p>iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.</p> <p>iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.</p> <p>v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.</p> <p>vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.</p>	Requesting Bank to consider giving mutual rights of termination to Service Provider. Also, we would appreciate, if 10% penalty under sub-clause (iv) is removed.	As per RFP
51	35	40. ii) TERMINATION FOR DEFAULT	In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services	Request to exclude cost escalation from Service provider's liability in case SBI terminates the contract in whole or part.	As per RFP
52	35	40	TERMINATION FOR DEFAULT	Kindly keep the notice for termination by default with a cure period of 90 days. If the default is cured within the 90 days then SBI shall not have the right to terminate.	As per RFP
53	36	40. TERMINATION FOR DEFAULT:	The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.	1. The transition assistance period is requested to be defined, also the provision - obligation of the Service Provider to continue the Service even after termination till the New Vendor is appointment should be limited to some definite timelines. 2. The provision of 10% penalty for breach of termination assistance provision is too onerous, this is requested to be deleted.	As per RFP
54	36	40. TERMINATION FOR DEFAULT	40. TERMINATION FOR DEFAULT: vi. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.	Kindly remove this statement " <i>If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.</i> "	As per RFP
55	36	41. FORCE MAJEURE:	41. FORCE MAJEURE: iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	In case of any delay in performance of the scope of work, due to Force Majeure event, the timeline for such work shall automatically get extended for such period, affected due to Force Majeure event.	As per RFP
56	36	41	FORCE MAJEURE: (iii) If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event	It is requested to the Bank to consider amending the language, upon notification from Service Provider for break in services during Force Majeure event.	As per RFP
57	36	41	Force Majeure	Request to add/amend definition of Force Majeure by adding "or any other circumstance beyond the reasonable control of the Bidder which adversely impacts the Bidder's ability to perform its obligations under the Contract / Agreement."	As per RFP

REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI

Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
58	37	43.TERMINATION FOR CONVENIENCE:	TERMINATION FOR CONVENIENCE: i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.	Request for removal of this clause	Corrigendum-2
59	37	42. TERMINATION FOR INSOLVENCY:	The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.	This clause is requested to be made mutual.	Corrigendum-2
60	37	43. TERMINATION FOR CONVENIENCE:	i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).	1. The clause is silent on early termination clause i.e. if the contract is terminated during the first half of total contract period. 2. 90 days period is requested to be modified to 180 days as 90 days is too short notice.	Corrigendum-2
61	37	43. TERMINATION FOR CONVENIENCE:	43. TERMINATION FOR CONVENIENCE: i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.	We request that the Bank not be permitted to terminate the Agreement for convenience as this deal has upfront investments by us which shall get recovered by us over the entire period of contract. Bank shall not be entitled to terminate the Agreement or the project, for convenience. Kindly remove this statement since Termination for convenience is not appropriate to the large size colocation engagements wherein upfront capex investments are required from bidders to onboard the customers.	Corrigendum-2
62	37	43. TERMINATION FOR CONVENIENCE	43. TERMINATION FOR CONVENIENCE: ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.	Kindly change the clause to "In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the contract period agreed by both the parties"	Corrigendum-2
63	37	43.TERMINATION FOR CONVENIENCE:	The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period(including the notice period)	Request to kindly waive Termination for convenience.	Corrigendum-2
64	37	43	TERMINATION FOR CONVENIENCE	Request to kindly waive Termination for convenience.	Corrigendum-2
65	38	47.iv) TAXES AND DUTIES	Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.	Since the electricity charges would be as per the Tariff order and based on prevalent regulations , any change in the Electricity rate would be passed on to the customer.Kindly clarify.	As per RFP
66	39	47. TAXES AND DUTIES:	47. TAXES AND DUTIES: vi. (c) In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest.	(a) In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities <u>due to any non-compliance of GST Laws by the vendor</u> , both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest.	As per RFP
67	44	Appendix-A	Appendix-A: BID FORM (TECHNICAL BID) v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank. vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at Appendix-J of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon 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 you 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 them open for further mutual discussion & negotiations till finalizing the contract agreement	As per RFP

REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI

Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
68	44	Appendix-A	Appendix-A: BID FORM (TECHNICAL BID) viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Bidder on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.	Since this procurement is for Services(not Goods/Products), there is always a risk of compromising with quality of services while reducing the prices during Reverse Auction(RA). RA may be the best approach for procurement of Goods/Products with a fixed set of Specifications/configurations. Hence, we recommend not to consider RA in this bid and strongly recommend to consider QCBS evaluation. Request bank to remove reverse auction to make sure that prices are as per market rate and WIN -WIN deal for both party considering Bank is hosting critical services at third party location.	As per RFP
69	45	Appendix-A	Appendix-A: BID FORM (TECHNICAL BID) xvi. We hereby certify that we have read the clauses 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 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.	Does this need to be for each and every component and Equipment? For example, Furniture, Accessories, Cables, Cabling Trays, Baskets, Network Switches, Telecommunication Devices, Monitoring Equipment, Sensors, Electrical system Breakers, Controllers, Passive cabling component, AIM components etc. Bidders will need a complete list of all equipment/hardware/goods/items, the preferred make and OEMs to comply with this requirement. Request to kindly share the same to avoid any conflicts during project execution time.	As per RFP
70	46	Appendix-B Bidder's Eligibility Criteria	1. The Bidder should be an Indian entity registered in India as per Companies Act 1956 / 2013 or LLPs registered in limited liability partnership act and must be in existence for the last 5 years on the date of issuance of RFP. The Certificate of Incorporation issued by the Registrar of Companies along with the copies of Memorandum and Articles of Association have to be submitted along with the technical bid.	Kindly allow -: The Bidder/Bidder's affiliate/Bidder's parent entity should be an Indian entity registered in India as per Companies Act 1956 / 2013 or LLPs registered in limited liability partnership act and must be in existence for the last 5 years on the date of issuance of RFP. The Certificate of Incorporation issued by the Registrar of Companies along with the copies of Memorandum and Articles of Association have to be submitted along with the technical bid.	As per RFP
71	47	Appendix-B: Bidder's Eligibility Criteria	Copy of the Valid Certificate(s) to be provided Certification Requirements •ISO 27001 •ISO 14001•ISO 20000• SOC Type 1 and Type 2 • PCI-DSS • IS 1893: 1984 Seismic proof design • Tier IV/Rated 4 Certificate	Since the Datacenter is not operational we shall comply as per stated clause A. Bank's Requirements- General: Bidder shall submit an undertaking that the facility OR the dedicated area for the bank must be certified for Rated 4 by TIA 942 OR Tier IV by Uptime Institute within 9 months of the RFS date. Signed and Stamped Appendix-Q. Hope this meets the requirement.	As per RFP
72	47	Appendix-B , Bidder's Eligibility Criteria Sl.No. 8	Certification Requirements •ISO 27001 •ISO 14001 •ISO 20000 • SOC Type 1 and Type 2 • PCI-DSS • IS 1893: 1984 Seismic proof design • Tier IV/Rated 4 Certificate	We request to amend or modify the clause as "Certification Requirements •ISO 27001 •ISO 14001 •ISO 20000 • SOC Type 1 and Type 2 • PCI-DSS • IS 1893: 1984 Seismic proof design/ Structural Stability Certificate • Tier IV/Rated 4 Certificate"	As per RFP
73	47	Appendix-B Bidder's Eligibility Criteria, item 3	The Bidder must have minimum annual turnover of Rs. 150 Crores from Data centre Co-location business for each of the last three (3) financial i.e. FY2020-21, FY2021-22 and FY2022-23.	The bidding entity is part of a large globally recognised data centre operator, fully owned and fully funded by one of the largest Asset Management firms globally. Can the Bank advise if the bidder, can fulfil this criteria based on its revenue globally?	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
74	47	Appendix-B , Bidder's Eligibility Criteria Sl.No. 3	The Bidder must have minimum annual turnover of Rs. 150 Crores from Data centre Co-location business for each of the last three (3) financial i.e. FY2020-21, FY2021-22 and FY2022-23.	We request to amend or modify the clause as "The Bidder must have Average annual turnover of Rs. 150 Crores from Data Centre Services business for the last three (3) financial i.e. FY2021-22 , FY2022-23 and FY2023-24 *Copy of the audited financial statement/ for required financial years. (Provisional Certificate from statutory auditor/CA for current 2023-24 year may be submitted.)"	Corrigendum-2
75	47	Appendix-B Bidder's Eligibility Criteria, item 4	The Bidder should have a positive net-worth and shall be a profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of 03 (three) financial years mentioned in para 3 above.	The bidding entity is part of a large globally recognised data centre operator, fully owned and fully funded by one of the largest Asset Management firms globally. Can the Bank advise if the bidder, can fulfil this criteria based on its financial position globally?	As per RFP
76	47	Appendix-B , Bidder's Eligibility Criteria Sl.No. 5	The Bidder must be in Data Centre Co-location business for a minimum period of 5 yrs. in India or globally.(As on RFP date)	We request to amend or modify the clause as "The Bidder must be in Data Centre Co-location business for a minimum period of 4 yrs. in India or globally. (As on RFP date)"	As per RFP
77	47	Appendix-B Bidder's Eligibility Criteria	3. The Bidder must have minimum annual turnover of Rs. 150 Crores from Data centre Co-location business for each of the last three (3) financial i.e. FY2020-21, FY2021-22 and FY2022-23.	Kindly allow -:The Bidder/Bidder's affiliate/Bidder's parent entity must have minimum annual turnover of Rs. 150 Crores from Data centre Co-location business for each of the last three (3) financial i.e. FY2020-21, FY2021-22 and FY2022-23.	Corrigendum-2
78	47	Appendix-B Bidder's Eligibility Criteria	4. The Bidder should have a positive net-worth and shall be a profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of 03 (three) financial years mentioned in point above.	Kindly allow -:The Bidder/Bidder's affiliate/Bidder's parent entity should have a positive net-worth and shall be a profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of 03 (three) financial years mentioned in point above.	As per RFP
79	47	Appendix-B Bidder's Eligibility Criteria	5. The Bidder must be in Data Centre Co-location business for a minimum period of 5 yrs. in India or globally. (As on RFP date)	Kindly allow -:The Bidder/Bidder's affiliate/Bidder's parent entity must be in Data Centre Co-location business for a minimum period of 5 yrs. in India or globally. (As on RFP date)	As per RFP
80	47	Bidder's Eligibility Criteria-B(3)	The Bidder must have minimum annual turnover of Rs. 150 Crores from Data centre Co-location business for each of the last three (3) financial i.e. FY2020-21, FY2021-22 and FY2022-23.	We are one of the MeitY empaneled cloud service provider and Tier III DC provider having CMMI Level 5 Certified company having more than 1200+ customers on boarded with us in multiple datacenters (6+ locations in India and 19+ locations worldwide). We have also collocated PSU Bank's and other Government Sector customer with us. We request you to kindly modify the clause as below to enable Competent bidder also to participate in such a Prestigious tender. The Bidder must have minimum average annual turnover of Rs. 75 Crores in last three (3) Financial Years i.e. FY2020-21, FY2021-22 and FY2022-23.	Corrigendum-2

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
81	47	Bidder's Eligibility Criteria-B(4)	Certification Requirements-Tier IV/Rated 4 Certificate	<p>Requesting customer to kindly let us know requirement for only Tier IV Data Center against this RFP.</p> <p>Since bid is for procurement of New dedicated Co-location Data Centre facility in Mumbai - Navi Mumbai.Tier III DC can also meet the requirements and ensure competitive bidding.</p> <p>We are a CMMI Level 5 Certified firm, one of the MeitY endorsed cloud service providers, and a Tier III DC provider with over 1200 customers on board across numerous datacenters (6+ sites in India and 19+ locations internationally).</p> <p>All of our global data centers are TIER 3 Certified in accordance with our worldwide sustainability criteria. As we make sure all necessary redundancies for connectivity, power, cooling, and other crucial aspects, as well as guaranteeing our customers a 99.995% uptime guarantee. In order to ensure fair competition and maximum involvement from top data center service providers, we are thus asking the customer to permit participation from Tier 3 certified data centers.</p> <p>Requesting customer to ammend the clause as below Tier III/Rated 3 Certificate or Tier IV/Rated 4 Certificate</p>	As per RFP
82	47	Appendix-B	<p>Appendix-B: Bidder's Eligibility Criteria</p> <p>3. The Bidder must have minimum annual turnover of Rs. 150 Crores from Data centre Co-location business for each of the last three (3) financial i.e. FY2020-21, FY2021- 22 and FY2022-23.</p> <p>Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current 2023- 24 year may be submitted.)</p>	<p>Our accounts are audited by the Statutory auditors as per law/jurisdiction. Balance sheets and Profit&Loss statements are signed by all company representatives including the Statutory Auditor which legible and hence prove that the statements are already certified. Hence, we request you to kindly accept the audited Balance Sheets and Profit&Loss statements supported by a Self-Declaration signed by Authorized Signatory or a practicing CA instead of "Certificate from statutory auditor".</p>	Corrigendum-2
83	47	Appendix-B	<p>Appendix-B: Bidder's Eligibility Criteria</p> <p>4. The Bidder should have a positive net-worth and shall be a profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of 03 (three) financial years mentioned in para 3 above.</p> <p>Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor</p>	<p>Our accounts are audited by the Statutory auditors as per law/jurisdiction. Balance sheets and Profit&Loss statements are signed by all company representatives including the Statutory Auditor which legible and hence prove that the statements are already certified. Hence, we request you to kindly accept the audited Balance Sheets and Profit&Loss statements supported by a Self-Declaration signed by Authorized Signatory or a practicing CA instead of "Certificate from statutory auditor".</p>	As per RFP
84	47	Appendix-B	<p>Appendix-B: Bidder's Eligibility Criteria</p> <p>5. The Bidder must be in Data Centre Co-location business for a minimum period of 5 yrs. in India or globally. (As on RFP date)</p> <p>Copy of the order and Certificate of completion of the work. The Bidder should also furnish user acceptance report. OR Sign-off report from the customers highlighting dates</p>	<p>Kindly remove "<i>The Bidder should also furnish user acceptance report. OR Sign-off report from the customers highlighting dates</i> " since signoff, UAT etc. are not applicable to Colocation business. Bidders can prove this in PO copies issued by their respective clients.</p>	As per RFP
85	47	Appendix-B	<p>Appendix-B: Bidder's Eligibility Criteria</p> <p>8. Certification Requirements</p> <ul style="list-style-type: none"> •ISO 27001 •ISO 14001 •ISO 20000 • SOC Type 1 and Type 2 • PCI-DSS • IS 1893: 1984 Seismic proof design • Tier IV/Rated 4 Certificate <p>Copy of the Valid Certificate(s) to be provided</p>	<p>Kindly mention the condition for new/upcoming/under construction Data center facilities. Accordingly bidders can submit a self-declaration.</p>	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
86	48	Appendix-B , Bidder's Eligibility Criteria Sl.No. 12	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 35 years from date of RFP submission	We request to amend or modify the clause as "The Bidder / Bidder's Group Entity 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 35 years rom date of RFP Submission. Bidder's Group Entity may include the Bidder's Parent entity, Subsidiaries and/or Related Entities of the Bidder."	Corrigendum-2
87	48	Appendix-B , Bidder's Eligibility Criteria Sl.No. 13	The Bidder must be the owner of the proposed Data Centre Building provided to Bank. Buildings under lease agreements are not allowed to participate in the Bid.	We request to amend or modify the clause as "The Bidder/ Bidders Group Entity must be the owner of the proposed Data Centre Building provided to Bank. Buildings under lease agreements are not allowed to participate in the Bid."	Corrigendum-2
88	49	Appendix-B , Bidder's Eligibility Criteria Sl.No. 15	The shortest road distance between Bank's Data Centre in Rabale(19°08'47.7"N 73°00'49.8"E) and the proposed facility shall be more than 3 kilometers and less than 20kilometers.	We request to amend or modify the clause as Option 1 : "The shortest road distance between Bank's Data Centre in Rabale (19°08'47.7"N 73°00'49.8"E) and the proposed facility shall be more than 3 kilometers and less than 45 kilometers. Option 2 : "The shortest road distance between Bank's Data Centre in Rabale(19°08'47.7"N 73°00'49.8"E) and the proposed facility shall be more than 3 kilometers and less than 20 kilometers. OR latency less than 1 mSec	As per RFP
89	49	Bidder's Eligibility Criteria-B(15)	The shortest road distance between Bank's Data Centre in Rabale (19°08'47.7"N 73°00'49.8"E) and the proposed facility shall be more than 3 kilometers and less than 20 kilometers.	We have multiple PSU Bank/Scheduled Bank and major Gover Customers are hosted and colocated with us. Since the requirement of this RFP is for procurement of New dedicated Co-location Data Centre facility in Mumba/ Navi Mumbai. Therefore, the distance between the current data center and the new data center won't affect the services. It has also been noted that a connectivity link between the bank's existing data center and the new data center is not required. The ask of The shortest road distance between Bank's Data Centre in Rabale (19°08'47.7"N 73°00'49.8"E) and the proposed facility shall be more than 3 kilometers and less than 20 kilometers is not relevant. Kindly remove this clause.	As per RFP
90	50	Appendix-C:Bank's Mandatory RequirementsA. Bank's Requirements-General Clause No 2 and Section 4: Rack Deployment timelines	Bidder shall be able to service following requirement: a. The proposed area shall be contiguous (either entire building or contiguous floor/s), dedicated for bank to deploy 1000 rack space with an average consumed density of 10kW per rack. b. Seating space of 50 seats within facility c. Storage area of 1000 Sq. Ft within facility.Signed and Stamped Appendix-Q	Bidder has to provision power & space as per the Section 4: Rack Deployment timelines. And the Year wise deployment is the committed deployment year wise.- Kindly advise.	As per RFP
91	50	A. Bank's Requirements-General	Proposed facility shall comply with following key dates. a. SLA execution within 30 days of release of PO b. Early access to Bank on or before 1st March 2025 c. Fully commissioned, Go-Live and powered on capacity for the Day-1 deployment as described in 'Requirement timelines' section of this RFP on or before 31st March 2025	Request Bank to advise on the proposed schedule & tentative timelines of PO release.	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
92	50	Appendix-C:Bank's Mandatory Requirements. Bank's Requirements-General Clause No 4	The Proposed Data Centre floor should have minimum 1500 kg/m2 of load bearing capacity Certificate from Structural consultant/Architect	Considering the High density requirements which are evident in near future of 2 to 3 years request Bank & a recommend a floor loading capacity of 1800 kgs / sqmtr.	As per RFP
93	50	Appendix-C Bank's Mandatory Requirements A. Bank's Requirements-General	1. Proposed facility shall comply with following key dates. a. SLA execution within 30 days of release of PO b. Early access to Bank on or before 1st March 2025 c. Fully commissioned, Go-Live and powered on capacity for the Day-1 deployment as described in 'Requirement timelines' section of this RFP on or before 31st March 2025	Considering the Bank's specific requirement, please allow Fully commissioned Go-Live date to be Mid 2026.	As per RFP
94	50	Appendix-C	Appendix-C: Bank's Mandatory Requirements 1. Proposed facility shall comply with following key dates. a. SLA execution within 30 days of release of PO b. Early access to Bank on or before 1st March 2025 c. Fully commissioned, Go-Live and powered on capacity for the Day-1 deployment as described in 'Requirement timelines' section of this RFP on or before 31st March 2025 Self Declaration and Gantt chart as per Appendix-W to achieve these timelines from the Date of receiving Purchase order. / Please refer Set of documents to be submitted	Bidders will need time of 6 to 7 months post receipt of PO to upgrade the facility design to match the requirement of SBI. Hence, Request SBI to change the early Access to 30th Jun 2025. and RFS by 31st Aug 2025.	As per RFP
95	50	Appendix-C	Appendix-C: Bank's Mandatory Requirements 3. Bidder shall submit an undertaking that the facility OR the dedicated area for the bank must be certified for Rated 4 by TIA 942 OR Tier IV by Uptime Institute within 9 months of the RFS date Signed and Stamped Appendix-Q	Kindly change this to 12 months from RFS date.	As per RFP
96	50	Appendix-C	Appendix-C: Bank's Mandatory Requirements 4. The Proposed Data Centre floor should have minimum 1500 kg/m2 of load bearing capacity Certificate from Structural consultant/Architect	Kindly accept a Self-Declaration signed by Authorized Signatory instead of "Certificate from Structural consultant/Architect"	As per RFP
97	50	Appendix C	SLA execution within 30 days of release of PO	SLA will be closed within 30 days, if here Bank refers to MSA. We need the format of the MSA to evaluate and comment. Please share.	As per RFP
98	50	Appendix C	Rated 4 certified with the bank	We can offer same SLA basis the rated 3 design, why bank need rated 4. Rated 4 design will not be cost effective and GREEN.	As per RFP
99	51	Appendix-C Bank's Mandatory Requirements Sl.No. 10	Bidder must procure below certifications within 9 months of Ready for service date of the Bank •ISO 27001 •ISO 14001 •ISO 20000 • SOC Type 1 and Type 2 • PCI-DSS • IS 1893: 1984	"Bidder must procure below certifications within 9 months of Ready for service date of the Bank •ISO 27001 •ISO 14001 •ISO 20000 • SOC Type 1 and Type 2 • PCI-DSS • IS 1893: 1984/ Structural Stability Certificate"	As per RFP
100	51	Appendix-C:Bank's Mandatory RequirementsA. Bank's Requirements-General. Clause No 7	Bidder must offer a metered power model and shall provision IT power monitoring on Rack level	Please confirm our undersatnding , Bidder shall provision BCPM at the PDU level which shall do live monitoring of all the circuits provisioned to the Bank.	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
101	51	Appendix-C:Bank's Mandatory RequirementsA. Bank's Requirements-General. Clause No 7	Bank shall have the dedicated floor level MEP for it's racks which shall be clearly demarcated in the Layouts	Bank to confirm the Dedicated MEP Infra required on the floor dedicated & proposed to Bank. Does Bank require LT Transformer, MLTP, UPS & Battery, PAHU/FWU , PDU etc. Bank to advise & accordingly Bidder can review & comply.	As per RFP
102	51	Appendix C, Sr.No 5	Minimum height for raised floor shall be 800mm. In case of cold aisle containment, raised floor height is not mandatory	Can the Bank please clarify that the raised floor requirement is not applicable for a hot aisle containment solution ?	Corrigendum-2
103	51	Appendix C, Sr.No 6	The proposed Data Centre facility shall not have the server hall area on the Ground floor of the premises	Can the Bank kindly elaborate on the risk associated with the ground and top floor of a data centre? Would the Bank accept alternate flood / water ingress defence mechanism as an alternate approach, for example the data centre ground floor is built at over a certain height from the street level to protect against a flood risk ?	As per RFP
104	51	Appendix-C Bank's Mandatory Requirements SI.No. 5	The Proposed Data Centre floor should have minimum 5 meters of height from true floor to true ceiling and a minimum clear height of 3 meters from top of raised floor to the plane of lowest hanging item from the roof. Minimum height for Raised floor shall be 800 mm. In case of Cold Aisle containment, raised floor height is not mandatory.	We request to amend or modify the clause as "The Proposed Data Centre floor should have minimum 4.3 meters of height from true floor to true ceiling and a minimum clear height of 2.5 meters from top of raised floor to the plane of lowest hanging item from the roof. Minimum height for Raised floor shall be 800 mm. In case of Cold Aisle containment, raised floor height is not mandatory."	As per RFP
105	51	Appendix-C Bank's Mandatory Requirements A. Bank's Requirements-General	9. Bank shall have the dedicated floor level MEP for it's racks which shall be clearly demarcated in the Layouts	Please elaborate upon dedicated floor level MEP expectations.	As per RFP
106	51	Appendix-C	Appendix-C: Bank's Mandatory Requirements 5. The Proposed Data Centre floor should have minimum 5 meters of height from true floor to true ceiling and a minimum clear height of 3 meters from top of raised floor to the plane of lowest hanging item from the roof. Minimum height for Raised floor shall be 800 mm. In case of Cold Aisle containment, raised floor height is not mandatory. Certificate from Structural consultant/Architect Appendix-C: Bank's Mandatory Requirements	Kindly accept a Self-Declaration signed by Authorized Signatory instead of "Certificate from Structural consultant/Architect"	As per RFP
107	51	Appendix-C	10. Bidder must procure below certifications within 9 months of Ready for service date of the Bank <ul style="list-style-type: none"> •ISO 27001 •ISO 14001 •ISO 20000 •SOC Type 1 and Type 2 • PCI-DSS • IS 1893: 1984 Signed and Stamped Appendix-C	Kindly change this to 12 months from RFS date.	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
108	52	Appendix-C: Bank's Mandatory Requirements A. B. Bank's Requirements - Sustainability Clause No 11	Mandatory Green building certificate as per IGBC or LEED guidelines. (Within 9 months of Ready for service date)	We understand bank is expecting a Platinum rating Green Building certificate. Please advise.	As per RFP
109	51	Appendix-C - Bank's Mandatory Requirements - A. Bank's Requirements- General - 5	The Proposed Data Centre floor should have minimum 5 meters of height from true floor to true ceiling and a minimum clear height of 3 meters from top of raised floor to the plane of lowest hanging item from the roof. Minimum height for Raised floor shall be 800 mm. In case of Cold Aisle containment, raised floor height is not mandatory.	In this clause, Minimum height for Raised floor stated as 800 mm, while further statement suggests, "In case of Cold Aisle containment, raised floor height is not mandatory". We think this is typo error and should be "HOT Aisle Containment". Please clarify.	Corrigendum-2
110	52	Appendix-C Bank's Mandatory Requirements C. Bank's requirement – Operator Experience	14. Bidder must have minimum 5 Banks hosted within facilities in India or globally Note: Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made	Kindly allow any 5 Nos. of customers to be considered in India or Globally.	As per RFP
111	52	Appendix-C	Appendix-C: Bank's Mandatory Requirements 12. Minimum commitment of 30% Green power allocation to bank on site by second year of Bank's Ready for service Date. Green Power tariff will be locked-in for the entire contract term <u>Signed and Stamped Appendix-Q</u>	Price cannot be constant during the term as grid charges & taxes change annually. Hence, request to please delete " <i>Green Power tariff will be locked-in for the entire contract term</i> "	As per RFP
112	52	Appendix-C Bank's Mandatory Requirements Sl.No. 13	Bidder must have Minimum operational experience of total live IT capacity of 20 MW in a single facility in India or Globally Note: Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made	We request to amend or modify the clause as "Bidder must have Minimum operational experience of total live IT capacity of 5 MW in a single facility in India or Globally Note: Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made"	Corrigendum-2
113	52	Appendix-C	Appendix-C: Bank's Mandatory Requirements 14. Bidder must have minimum 5 Banks hosted within facilities in India or globally Note: Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made Enlisted names of 5 Banking clients with following documents 1. Client references as per format in Appendix-M. 2. <u>Purchase orders OR Client emails from referenced person mentioned in the client references table</u>	Request to kindly remove "1. Client references as per format in Appendix-M" and accept PO copies/client reference letters.	As per RFP
114	52	Appendix-C	Appendix-C: Bank's Mandatory Requirements 13. Bidder must have Minimum operational experience of total live IT capacity of 20 MW in a single facility in India or Globally Note: Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made List of Facilities and Live IT loads along with BMS report proof for each site	1. Request to kindly revise this as "Bidder must have Minimum operational experience of designed IT load capacity of 20 MW or more and live IT load capacity of 15 MW" 2. Remove " <i>Note: Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made</i> "	Corrigendum-2
115	52	Appendix C	Bidder must have a total experience of 20 MW in a single facility in India.	We request bank to consider a 12 MW in a single campus. Request to please consider and accept.	Corrigendum-2
116	52	14	Bidder must have minimum 5 Banks hosted within facilities in India or globally	Request to consider BFSI/E commerce customers for experience.	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
117	53	Appendix C C. Bank's requirement – Operator Experience Item 15	Bidder must have minimum one Live IT capacity operational with 200 racks of a single client in one facility/campus in India being serviced since past 2 years from the date of RFP Note: The capacity and racks have to be live for the past two years and not only contracted. Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made. Name of the client with following documents 1. Client references as per format in Annexures 2. Purchase orders OR Client emails from referenced person mentioned in the client references table	Would the Bank waive off this requirement for a bidder with over 350 rack equivalent live operational capacity for one single customer but for less than 1 year in India. The bidder has over well 25,000 operational rack equivalent footprint with multiple customers having more than 200 operational racks per site in one campus.	Corrigendum-2
118	53	Appendix-C Bank's Mandatory Requirements SI.No. 15	Bidder must have minimum one Live IT capacity operational with 200 racks of a single client in one facility/campus in India being serviced since past 2 years from the date of RFP Note: The capacity and racks have to be live for the past two years and not only contracted. Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made. Name of the client with following documents 1. Client references as per format in Annexures 2. Purchase orders OR Client emails from referenced person mentioned in the client references table	we request to amend or modify the clause as "Bidder must have minimum one Live IT capacity operational with 100 racks of a single client in one facility/campus in India being serviced since past 2 years from the date of RFP Note: The capacity and racks have to be live for the past two years and not only contracted. Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made. Name of the client with following documents 1. Client references as per format in Annexures 2. Purchase orders OR Client emails from referenced person mentioned in the client references table"	Corrigendum-2
119	53	Appendix-C Bank's Mandatory Requirements C. Bank's requirement – Operator Experience	15. Bidder must have minimum one Live IT capacity operational with 200 racks of a single client in one facility/campus in India being serviced since past 2 years from the date of RFP	Allow bidder to have minimum one Live IT capacity operational with 200 racks of a single client in one facility/campus globally.	Corrigendum-2
120	53	Appendix C, C. Bank's requirement – Operator Experience Point No. 15	Bidder must have minimum one Live IT capacity operational with 200 racks of a single client in one facility/campus in India being serviced since past 2 years from the date of RFP Note: The capacity and racks have to be live for the past two years and not only contracted. Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made. Name of the client with following documents 1. Client references as per format in Annexures 2. Purchase orders OR Client emails from referenced person mentioned in the client references table	Requesting customer to please ammend this clause for minimum 50 Racks of a single client in one facility / campus in india being serviced since past 1 year.	Corrigendum-2
121	53	Appendix-C, C. Bank's requirement – Operator Experience Point No. 16	Availability of Subject matter experts : Minimum 1 MEP Subject matter expert to be working at the proposed facility with minimum 10 years of overall experience in India with either of the following certifications. a. Accredited Tier specialist (ATS) by Uptime Institute b. Certified Data Centre professional (CDCP) by EPI c. Accredited Tier Designer (ATD) by Uptime institute Note: Minimum 3 years of this experience shall be within Data Centre MEP Design OR management. Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made	Requesting customer, that the bidder can submit only one certificate or if all of the mentioned certificates are mandatory for the submission.	As per RFP
122	53	Appendix-C	Appendix-C: Bank's Mandatory Requirements 16. Availability of Subject matter experts: Minimum 1 MEP Subject matter expert to be working at the proposed facility with minimum 10 years of overall experience in India with either of the following certifications. a. Accredited Tier specialist (ATS) by Uptime Institute b. Certified Data Centre professional (CDCP) by EPI c. Accredited Tier Designer (ATD) by Uptime institute Note: Minimum 3 years of this experience shall be within Data Centre MEP Design OR management. Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made Following details to be shared 1. Employee name and Employment proof from HR 2. Experience letter with years, previous organization and field of expertise mentioned as per attached format in Appendix-P	Request to kindly remove "Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made" and "Employment proof from HR".	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
123	53	15	Bidder must have minimum one Live IT capacity operational with 200 racks of a single client in one facility/campus in India being serviced since past 2 years from the date of RFP	Request to consider Live IT capacity operational with 200 racks of a single client in one facility/campus in India being serviced since past 1 year	Corrigendum-2
124	54	Appendix-C, C. Bank's requirement – Operator Experience Point No. 17	Availability of Subject matter experts :Minimum 1 Data Centre operations and project management Subject matter expert with minimum 10 years of experience in India to be working at the proposed facility with either of the following certifications. a. Accredited Tier specialist (ATS) by Uptime Instituteb. Certified Data Centre professional (CDCP) by EPIC. Accredited Design specialist (ADS) by Uptime instituted. PMP certified Professional by PMINote: Minimum 3 years of this experience shall be within Data Centre MEP Design OR management. Documentary/Certification proofsfrom clients are to be enclosed tosubstantiate the claims made	Requesting customer, that the bidder can submit only one certificate or if all of the mentioned certificates are mandatory for the submission.	As per RFP
125	54	Appendix-C	Appendix-C: Bank's Mandatory Requirements 17. Availability of Subject matter experts: Minimum 1 Data Centre operations and project management Subject matter expert with minimum 10 years of experience in India to be working at the proposed facility with either of the following certifications. a. Accredited Tier specialist (ATS) by Uptime Institute b. Certified Data Centre professional (CDCP) by EPI c. Accredited Design specialist (ADS) by Uptime instituted. PMP certified Professional by PMI Note: Minimum 3 years of this experience shall be within Data Centre MEP Design OR management. Documentary/Certification proofsfrom clients are to be enclosed tosubstantiate the claims made Following details to be shared 1. Employee name and Employment proof from HR 2. Experience letter with years, previous organization and field of expertise mentioned as per attached format in Appendix-P	Request to kindly remove "Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made" and "Employment proof from HR".	As per RFP
126	54	Appendix-C	Appendix-C: Bank's Mandatory Requirements 18. Minimum Requirement of Technical personnel at the site 24x7 throughout the day: a. Site Managers : Minimum 5 years of experience b. BMS & NOC Room Supervisors : Minimum 5 years of Experience c. Physical Security In-charge : Minimum 5 years of Experience Note: Minimum 2 years of this experience shall be within Data Centre MEP Design OR management. Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made Following details to be shared 1. Employee name and Employment proof from HR. 2. Experience letter with years, previous organization and field of expertise mentioned as per attached format in Appendix-P	Request to kindly remove "Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made" and "Employment proof from HR".	As per RFP
127	57	Scope of Work and Payment Schedule. General clause vi	vi. Bank requires 'Dedicated area' solely for the use of Bank. The dedicated area can be either an entire dedicated building or spread across contiguous dedicated floors in a single building.	Bank to advise what is to be considered as dedicated area for bidder to review & comply.	As per RFP
128	57	Appendix E: Scope of Work and Payment Schedule. Sr. No v.	Data Centre facility should be a custom-built space & not a retrofit structure and shall be used for Data Centre purposes only.	We request to amend or modify the clause as "Data Centre facility shall be used for Data Centre purposes only."	Corrigendum-2
129	57	Appendix-E	Appendix-E: Scope of Work and Payment Schedule General vii. Bank will need the Core and shell handover for the entire requirement on Day-1 with a detailed Schedule of MEP Fit outs to be completed as to support Bank's requirement captured under the heading 'Deployment Timeline' of General requirement section. No construction works shall be allowed within the once Bank's contract is initiated. Exceptions would be given to civil work required for modifying internal areas of existing floors which are not operational as Data centre space.	Request bank to add the clause " Bank will allow service provider to do the construction work outside the server hall incase required by service provider to serve any other floor in DC building like core cutting of data or electrical shaft to lay tray/trunking or Electrical bus bar between floors, modification of ancillary rooms like store room, MMR room, WAN room, seating area etc which will be out side server hall but same floor of bank allocated space"	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
130	58	Scope of Work and Payment Schedule. General clause Xii	xii. The Bidder is required to make provision for dedicated power meter / dedicated measuring equipment / dedicated PDU to measure power consumption by the Bank. Payments will be made by the bank only on the basis of consumed power.	1. We monitor and measure real time Rack cabinet circuits power in the BMS thru the BCPM (Branch circuit power monitoring) installed in the Dedicated Floor PDU which will be provisioned to Bank. All the metered reading shall be shared to Bank during monthly power billing & as and when demanded Bank.- Hope this meets the requirement.	As per RFP
131	58	Appendix-E Scope of Work and Payment Schedule General	xi. Critical Services like power, UPS, DG set etc. should be managed by own dedicated staff of the Bidder and maintenance services can be outsourced to third party/OEM.	Requesting to kindly consider 3rd Party/OEMs manage and maintain the critical services like power, UPS, DG etc. with complete ownership and governance with Bidder.	As per RFP
132	58	Appendix-E Scope of Work and Payment Schedule General	xv. Bidder complies to sharing of all reports, documents etc. as and when required by the Bank.	Requesting to kindly list out the reports required under this clause.	As per RFP
133	58	Appendix-E Scope of Work and Payment Schedule General	xvii. Bidder hereby agrees that any penalty charges levied by any government authorities to be borne solely by the bidder.	Requesting to kindly consider:- Bidder will bear penalty for any charges attributed to Bidder. Any charges attributed to bank shall be borne by the Bank.	As per RFP
134	58	Appendix-E	Appendix-E: Scope of Work and Payment Schedule General x. All equipment in the proposed Data Centre facility shall be covered with valid warranty/ AMC with the respective OEMs or Service providers until the contract period OR until the replacement/upgradation by the Bidder. Bidder is completely responsible to maintain the warranty/ AMCs and shall provide any such information and reports to Bank on need basis.	The Bidder will ensure that the services are provided as per agreed SLAs. We request this requirement of providing information and reports on need basis be removed.	As per RFP
135	58	Appendix-E	Appendix-E: Scope of Work and Payment Schedule General xvii. Bidder hereby agrees that any penalty charges levied by any government authorities to be borne solely by the bidder.	Request bank to change the clause by adding "Bidder hereby agrees that any penalty charges levied by any government authorities for the default of Service provider services/operation to be borne solely by the bidder."	As per RFP
136	59	Appendix-E	Appendix-E: Scope of Work and Payment Schedule General xx. Mock drills to be arranged by the Bidder as & when required / desired by the Bank at regular intervals as per Industry Standard practice. This includes functionality testing of the Fire alarm System. Bidder to conduct the mock drill testing of the detectors without releasing the Fire suppression Gas.	Request bank to change the clause as & When to " mutually agreed predefined schedule as agreed commercial for each drill"	As per RFP
137	59	Appendix-E	Appendix-E: Scope of Work and Payment Schedule General xxii. f. Power Tariff bills for the entire facility	Request bank to remove this statement " Power Tariff bills for the building is internal confidential for service provider"	As per RFP
138	60	Appendix-E	Appendix-E: Scope of Work and Payment Schedule General xxiv. In case Bidder's proposed location is a brand new site or an extension of existing facility and Rated 4 or Tier IV constructed facility certificate from TIA942/ Uptime Institute is not yet available, bidder need to ensure that the said certification is acquired from TIA942 / Uptime institute within 9 months from the Ready for service (RFS) Date of premises to the bank. In case of failure to fulfil the constructed facility certification criteria (Minimum TIA942 Rated 4 OR Uptime Tier IV) within stipulated timelines of 9 months, Bank will have the right to terminate the contract and invoke the Performance Bank Guarantee(s) submitted by the selected bidder. Over and above the invocation of Performance Bank Guarantee(s), 10% of the total cost of the project will be levied as liquidated damages. Total cost of project will be calculated as the Colocation rent for the contract tenure. In addition to the above, selected bidder must bear the end-to-end migration cost of Bank's infrastructure deployed at bidder's co-location site to Bank's selected newly proposed site due to failure of selected bidder. Beyond the 9-month period, the Bank will release no payment until submission of required certificate to the Bank.	Request to kindly make following changes in this clause. 1. Change to Tier-III 1. Change 9months to 12 months form RFS date 2. Remove "terminate the contract and invoke the Performance Bank Guarantee(s)" 3. Remove "Over and above the invocation of Performance Bank Guarantee(s), 10% of the total cost of the project will be levied as liquidated damages. Total cost of project will be calculated as the Colocation rent for the contract tenure. In addition to the above, selected bidder must bear the end-to-end migration cost of Bank's infrastructure deployed at bidder's co-location site to Bank's selected newly proposed site due to failure of selected bidder. Beyond the 9-month period, the Bank will release no payment until submission of required certificate to the Bank"	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
139	61	Scope of Work and Payment Schedule. General clause xxvii Power i	ii. The entire facility shall be automatic with supply from the transformer as the primary power source and automatic switchover to DG set as a secondary source. The DG set should be able to function continuously in uninterrupted mode in supporting the Bank's infrastructure under any circumstances. Only Continuous rating DG sets shall be considered. No Standby rating DG sets shall be considered for secondary source of power. Compartmentalization & autonomous response to any failure of DG set shall be considered while designing. Overall design for the Transformers and DG set system shall comply with TIA942 Rated 4 OR Uptime Tier IV standards.	Bank requires Bidder to have N+N active +active Utility power sources and with Tier IV/ Rated 4 design, basis this request Bank to accept standby rated DG sets as secondary source of power. This complies to the Design Rating required by Bank.	As per RFP
140	61	Scope of Work and Payment Schedule. General clause xxvii Power i	v. TVSS shall be installed at the UPS input & output, reports to be shared to the Bank as and when required.	As per UL 1449 (3rd Edition 2009), TVSS will be referred as SPD. UPS shall be able to withstand surges in accordance with IEEE C62.41, category B and as per NEC 2023 for the SPD and selections, we are meeting the requirement by providing the Type-I +II at the MLTP level and Type III at the PDU level. - Hope this meets the requirement.	As per RFP
141	61	Scope of Work and Payment Schedule. General clause xxvii Power i	vi. Signal reference grid SRG to be installed. Equipotential earthing to be installed, reports to be shared to the Bank as and when required.	We shall provision Equipotential earthing which complies to IS3043 and IEEE. As per this code a mother earth mesh is created where neutral and body earthing are connected via a dedicated route. We shall provision as per the Code stated.	As per RFP
142	52	13	Bidder must have Minimum operational experience of total live IT capacity of 20 MW in a single facility in India or Globally	Please consider 10 MW of IT Capacity and Self Declaration for the same.	Corrigendum-2
143	61	Scope of Work and Payment Schedule. General clause xxvii Power i	xiii. Bidder must provide a permanent 100% (N) resistive load bank for testing of generators and UPS systems. Alternatively provide a spare circuit breaker for the generators and UPS systems allowing for temporary load bank to be connected for testing.	We understand the resistive load banks shall be required only during the IST & 100 % load testing only.-Please confirm. We understand the spare circuit breaker is required for load testing once the UPS/ DG are to be replaced post its life cycle or New to be installed for any reason.-Please confirm our understanding is correct.	As per RFP
144	61	Appendix-E	Appendix-E: Scope of Work and Payment Schedule General xxiv. Over and above the invocation of Performance Bank Guarantee(s), 10% of the total cost of the project will be levied as liquidated damages. Total cost of project will be calculated as the Colocation rent for the contract tenure. In addition to the above, selected bidder must bear the end-to-end migration cost of Bank's infrastructure deployed at bidder's co-location site to Bank's selected newly proposed site due to failure of selected bidder.....	Request bank to remove Penalty clause and migration cost. As per our policy we cant agree on penalty for delay in submission of certification copy and migration cost to new DC which is open statement with unlimited liability for service provider"	As per RFP
145	61	Appendix-E	Appendix-E: Scope of Work and Payment Schedule General xxv. In case Bidder's proposed location is new site or extension of existing facility and ISO27001, ISO ISMS: BCMS 22301, ISO 14001 etc. are not yet available, bidder need to ensure that all the 3 certifications are acquired within 9 months of RFS date. In case of failure to fulfil the ISO certification criteria within stipulated timeline of 9 months from Ready for Service (RFS) date, Bank will have the right to terminate the contract and invoke the Performance Bank Guarantee(s) submitted by the selected bidder. Over and above the invocation of Performance Bank Guarantee(s), 10% of the total cost of the project will be levied as liquidated damages. Total cost of project will be calculated as the Colocation rent for the project tenure. In addition to the above, selected bidder has to bear the end-to-end migration cost of Bank's infrastructure deployed at bidder's co-location site to Bank's selected newly proposed site due to failure of selected bidder. The Bank will release no payment until submission of required certificate to the Bank. Bidder has to submit selfdeclaration duly accepting the terms and conditions mentioned in this regard.	Request to kindly make following changes in this clause. 1. Change 9months to 12 months form RFS date 2. Remove "terminate the contract and invoke the Performance Bank Guarantee(s)" 3. Remove "Total cost of project will be calculated as the Colocation rent for the project tenure. In addition to the above, selected bidder has to bear the end-to-end migration cost of Bank's infrastructure deployed at bidder's co-location site to Bank's selected newly proposed site due to failure of selected bidder. The Bank will release no payment until submission of required certificate to the Bank."	As per RFP
146	63	Scope of Work and Payment Schedule. General clause xxvii Power i	xv. Bidder must have minimum requirement of bulk fuel storage for 48 hours equivalent fuel with refuelling contract in place	Kindly share more clarity on this clause.	Corrigendum-2
147	61	Scope of Work and Payment Schedule. General clause xxvii Power i	vii. Generators should be capable of providing power for 48 hours continuously if fuel tanks are refilled. There should be sufficient power backups in places for running the Building Monitoring System in the event of power outage. The entire solution should be automatic with power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source.	We request Bank to consider removing the " if fuel tanks are refilled". Since a lower storage capacity of fuel storage of say even 2 hours with refuelling can comply for 48 hours Since as per Standards you have to request for HSD fuel storage at DC site of 48 hours.	Corrigendum-2

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
148	63	Scope of Work and Payment Schedule. General clause xxvii Power i	xviii. Bidder must ensure have a refueling contract with a lead time of not more than 12 hours with local providers	Kindly share more clarity on this clause.	Corrigendum-2
149	63	Appendix-E Scope of Work and Payment Schedule Power	xiv. Bidder must ensure DG set redundancy to be at least N+N with compartmentalization between redundant units or as per Tier 4/Rated 4 standards	Requesting to kindly consider the DG's topology as per Uptime Tier IV/TIA Rated 4 requirements.	As per RFP
150	63	Appendix-E Scope of Work and Payment Schedule Power	xvi. Bidder must ensure concurrently maintainable N+N with Compartmentalization 12-hour fuel supply system to N - Engine generators (while in operation) with autonomous control response to component or path failure.	Requesting to kindly consider:- HSD topology will be in line with Tier IV/Rated 4 certified design	As per RFP
151	63	Appendix-E	Appendix-E: Scope of Work and Payment Schedule Power ix. DG Set power charges shall not be charged to the Bank	Request Bank to remove this clause. DG running cost will be included in blended unit cost. Power is completely pass through to customer, Will pass open access benefit and same way customer need to share the DG running cost if scenario arrives to run the facility by DG for longer period like National grid outage etc.."	As per RFP
152	63	Appendix-E	Appendix-E: Scope of Work and Payment Schedule Power xiii. Bidder must provide a permanent 100% (N) resistive load bank for testing of generators and UPS systems. Alternatively provide a spare circuit breaker for the generators and UPS systems allowing for temporary load bank to be connected for testing	Request Bank to remove this clause. This add additional capex and Opex cost to Bank	As per RFP
153	63	Appendix C	Onsite fuel of 48 hours	Please consider onsite fuel of 24 hrs at site, we request bank to accept and confirm us on the same.	As per RFP
154	63	Scope of Work and Payment Schedule. General clause xxvii Power i	xvi. Bidder must ensure concurrently maintainable N+N with Compartmentalization 12-hour fuel supply system to N - Engine generators (while in operation) with autonomous control response to component or path failure.	Kindly confirm the Understanding Bank requires 12 hours Source 1 N capacity & 12 hours source 2 N capacity of HSD fuel storage tank Total 24 Hours and not 48 hours of HSD fuel storage as stated in RFP.-Bank to confirm the understanding and amend the requirement to 24 hours from 48 hours or vice versa as applicable.	Corrigendum-2
155	64	Scope of Work and Payment Schedule:Server Hall area clause iii	iii. Upon Bank's request and reasonable notice period, Bidder shall be able to comply and provision for new age cooling technology within Bank's premises including but not limited to Direct contact liquid cooling, Liquid immersion cooling etc. which can support consumed power of 30 kW per rack. Commercial for these deployments can be discussed separately on need basis	We appreciate the Bank long term vision and clarity on high density racks for AI & GPU's. This high Density racks of 30-40 kW will have weights upto 2500 kgs to 3500 kgs with new age cooling technology like liquid immersion cooling, DCLC & DLC etc. as correctly captured in the RFP. To meet the future growth & high density bidder would require a minimum floor loading capacity of 1800 Kgs/sqmt floor to floor height of minimum 5.5 to 6 meter.	As per RFP
156	64	Scope of Work and Payment Schedule:Server Hall area clause iii	iii. Upon Bank's request and reasonable notice period, Bidder shall be able to comply and provision for new age cooling technology within Bank's premises including but not limited to Direct contact liquid cooling, Liquid immersion cooling etc. which can support consumed power of 30 kW per rack. Commercial for these deployments can be discussed separately on need basis	For the new age cooling technology like liquid immersion cooling, DCLC & DLC the design and planning has to be done during implementation stage before hand over to the Bank. We request Bank to considering above share more details on the above road map of requirement accordingly the required weight bearing capacity & heights are provisioned from day 1/year 1.	As per RFP
157	64	Scope of Work and Payment Schedule. General clause xxvii Server Room Area.	ix. For all the Cages required by the Bank within the premises, the Bidder shall provide a slab-to-slab modular dedicated meshed Steel/MS cage. The largest gap in the mesh shall not be more than 20 mm. The cage area should secure the allocated space to the Bank. Any cage alteration at later stage when exercising reservation space shall be carried out by the Bidder at no additional cost.	We propose a White MS powder coated Opaque cage instead of meshed cage, for complete security. Hope this meets the requirement	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
158	64	Scope of Work and Payment Schedule. General clause xxvii Server Room Area.	xvi. Bidder to provision dedicated PDUs with isolation transformer k4/k13 to feed the hosted racks of the Bank	Bidder shall provision dedicated PDUs with isolation transformer k4 to feed the hosted racks of the Bank- Hope this meets the requirement.	As per RFP
159	64	Appendix E: Server Hall area Sr. No iii.	Upon Bank's request and reasonable notice period, Bidder shall be able to comply and provision for new age cooling technology within Bank's premises including but not limited to Direct contact liquid cooling, Liquid immersion cooling etc. which can support consumed power of 30 kW per rack. Commercial for these deployments can be discussed separately on need basis.	Request you to please elaborate on the requirement w.r.t. timelines, other cooling methodology, upgradation of same setup or new setup etc.	As per RFP
160	64	Appendix-E Server Hall Sl.No. 4	Single phase and three phase power from two different sources should be made available in the Bank's server area. Distribution of the power sockets with their types will be made available to the successful Bidder; the Bank will provide requirement as and when new Rack installation is planned.	Bank to share the count of Single and Three phase racks. This information will help us for planning the required racks for current and future requirements.	As per RFP
161	64	Scope of Work and Payment Schedule. General clause xxvii Server Room Area.	xii. The DG set stack should not be starting on the ground floor of the facility	If the DG set is required to be placed on the ground floor it will be placed on an elevated platform.- Hope this meets the requirement.	As per RFP
162	63	Appendix C	XVI : Bidder must ensure concurrently maintainable N+N with compartmentalization 12 hours of fuel system to	If bank is asking for Tier 4/Rated 4, why this system is required for Concurrently maintainable, this should also be fault tolerant. Please clarify & confirm.	Corrigendum-2
163	64	Appendix-E Scope of Work and Payment Schedule Power	xxv. The facility shall not have any Emergency Power Off (EPO)	Requesting to kindly consider :- EPO shall not be present for Bank allocated area of the facility	As per RFP
164	64	Appendix-E Scope of Work and Payment Schedule Server Hall Area	iii. Upon Bank's request and reasonable notice period, Bidder shall be able to comply and provision for new age cooling technology within Bank's premises including but not limited to Direct contact liquid cooling, Liquid immersion cooling etc. which can support consumed power of 30 kW per rack. Commercial for these deployments can be discussed separately on need basis.	Please elaborate in detail on expectation from Direct contact liquid cooling, Liquid immersion cooling etc. technologies, total power required; also please confirm that this power requirement shall be within Bank's overall contracted power of 10 MW.	As per RFP
165	64	Appendix-E Scope of Work and Payment Schedule Power	xxiii. All batteries are required to have manufacturer-installed battery monitoring system.	Requesting to kindly consider 3rd party OEM also.	Corrigendum-2
166	64	Appendix-E	Appendix-E: Scope of Work and Payment Schedule Server Hall area xii. Server room / Hall should have precision HVAC air conditioning, humidity/temperature control, and all such features and resiliency of a minimum Rated 4 OR Tier IV Data Centre, autonomous response to any failure & compartmentalization between redundant units or as per the required standards by TIA 942 or Uptime during evaluation.	Can we propose Air cooled chiller + PAHU M/C in place of precision HVAC air conditioning.To maintain the right humidity levels, a dehumidifier will be considered for the data hall. Request the SBI to grant approval for the same.	As per RFP
167	65	Appendix-E Scope of Work and Payment Schedule Server Hall Area	ix. For all the Cages required by the Bank within the premises, the Bidder shall provide a slab-to-slab modular dedicated meshed Steel/MS cage. The largest gap in the mesh shall not be more than 20 mm. The cage area should secure the allocated space to the Bank. Any cage alteration at later stage when exercising reservation space shall be carried out by the Bidder at no additional cost.	Please quantify the cage alterations that may be required post initial implementation.	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
168	65	Appendix-E Scope of Work and Payment Schedule Server Hall Area	xii. The DG set stack should not be starting on the ground floor of the facility.	The DG stack is at raised platform as compared to surrounding area, please consider the same.	As per RFP
169	65	Appendix-E	Appendix-E: Scope of Work and Payment Schedule Server Hall area xiii. Server room / Hall should have precision HVAC air conditioning, humidity/temperature control, and all such features and resiliency of a minimum Rated 4 OR Tier IV Data Centre, autonomous response to any failure & compartmentalization between redundant units or as per the required standards by TIA 942 or Uptime during evaluation.	Can we propose Air cooled chiller + PAHU M/C in place of precision HVAC air conditioning.To maintain the right humidity levels, a dehumidifier will be considered for the data hall. Request the SBI to grant approval for the same.	As per RFP
170	66	Appendix-E Scope of Work and Payment Schedule Server Hall Area	xxii. Power of minimum 10 kW per should be provided in each rack . Additional power if required to be made available.	Please quantify the extra power that may be required and confirm if total power required shall be within Bank's overall contracted power of 10 MW.	As per RFP
171	66	Appendix-E	Appendix-E: Scope of Work and Payment Schedule Server Hall area xxi. As a part of standard offering, Bidder shall provide one pair of 3 phase 32 amps industry standard sockets & plug top (if required) per rack in the Bank's server area as per Bank's requirement. However, Basis bank's future requirements, Bidder shall be able to provision for single phase 63 amps, 3-phase 63 amps, single phase 32 amps or 3 phase 32 amps. <u>Commercials shall be as per the Indicative pricing bid.</u>	Request SBI to confirm on the requirement of single phase 63 amps, 3-phase 63 amps, single phase 32 amps or 3 phase 32 amps to design the PDU outgoing feeder.	As per RFP
172	66	Appendix-E	Appendix-E: Scope of Work and Payment Schedule Server Hall area xxiv. If the Bank requires additional power sockets in any of the racks at later stage, the same shall be provided by the Bidder without any additional charges to the Bank. Bidder to consider 20% of the total racks to have additional industrial power socket requirement in the future and Bidder shall provision the same as required by the Bank.	Request SBI to confirm the number and Amperage of socket for 20 percent of the racks total. PDU outgoing feeder design requires the same.	As per RFP
173	66	Appendix C	XV. Extra additional capacity to provided within 3 months	We request bank to provide 5-6 months to serve this additional capacity.Request bank to accept and confirm	As per RFP
174	66	Appendix E :	Power of minimum 10 kW per should be provided in each rack . Additional power if required to be made available	Request to clarify how many racks would require additional power . Also, pls share the maximum consumption per rack envisaged	As per RFP
175	67	Network	Bank presently has links deployed from BSNL/MTNL, Bharti, TCL, Sify, Reliance, Jio, Vodafone Idea, etc. to connect its Data Centre to the Bank's various locations. The bidder must assure that the termination of all service providers links as required by the bank must be made feasible at the proposed site on the Ready for Service (RFS) date and during the contract period.	1. The space & power in the MMR is chargeable to the Telco as per standard Rate card of DC provider. 2.We have all the Telco present in our DC campus with amply capacity	As per RFP
176	67	Network	iii. The bidder shall allow the termination of the links subscribed by Bank from any Link service provider (LSP) during the contract period. If Telecom junction box / multiplexers of these link service providers are not available, then the bidder shall allow the installation of LSP MUX in the Telecom room required for commissioning of the link without any cost to bank.	1. The space & power in the MMR is chargeable to the Telco as per standard Rate card of DC provider. 2.We have all the Telco present in our DC campus with amply capacity	As per RFP
177	67	Appendix-E Network Sl.No. iii	The bidder shall allow the termination of the links subscribed by Bank from any Link service provider (LSP) during the contract period. If Telecom junction box / multiplexers of these link service providers are not available, then the bidder shall allow the installation of LSP MUX in the Telecom room required for commissioning of the link without any cost to bank.	All Major Telco Providers are Available viz Tata,TTSL ,Sify,Airtel ,Jio,Vi,BSNL,Powergrid. Other than these for any other Telco Provider, CoLo & Power charges will be applicable to install their MUX in the MMR. This is not chargeable to Bank as this is Telco SoW.	As per RFP
178	67	Appendix-E Network Sl.No. iv	Bank intends to host its communication racks (Network Racks) within the Cage Area where its major Network/ Telecom Service providers terminate their links directly onto these racks. Bidder to confirm compliance to get the Network/Telecom Service providers' connectivity delivered directly into the Bank's server area with no additional cost to the Bank during the entire contract period	Telco Providers deliver the links at Data centre telco Mux(MMR). From telco Mux to Client rack Cross connects will be required. Recurring Charges & OTC for cross connect will be applicable depending on Qty of Cross connection /Links required. Bank network setup will be in Server hall not in MMR. Please confirm.	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
179	67	Appendix-E Scope of Work and Payment Schedule Network	i. Bank presently has links deployed from BSNL/MTNL, Bharti, TCL, Sify, Reliance, Jio, Vodafone Idea, etc. to connect its Data Centre to the Bank's various locations. The bidder must assure that the termination of all service providers links as required by the bank must be made feasible at the proposed site on the Ready for Service (RFS) date and during the contract period.	Requesting to kindly consider :- Bidder to make links ready as per Bank requirement with a prior 60 days notice from bank on the connection requirement.	As per RFP
180	67	Appendix-E	Appendix-E: Scope of Work and Payment Schedule Network vi. The selected bidder will be fully responsible for timely commissioning of the crossconnects and maintaining its health(uptime, latency & packet loss etc.)	Request Bank to remove this clause, because uptime, latency and packet loss of link is owned and controlled by respective telecom ISP, DC colocation provider doesn't have control to own this.	As per RFP
181	67	Network	Cross connect to be provisioned at no additional cost	What is the quantity of the cross connect for Copper & OM4 media, please specify	As per RFP
182	68	Appendix-E Network Sl.No. VIII	Bidder to provision 1 pair of OM4 (24 core each) Multimode/Single-mode Fiber Cable via alternate paths through available ducts to establish connectivity between the seating area and Network Switch Room to the proposed DC area with no additional cost to the Bank.	Appropriate cost will be applicable to Bank for this requirement.	As per RFP
183	68	Appendix-E Network Sl.No. ix	The Bidder will be responsible for LAN cabling at seating area in the proposed facility. The Bidder should provide for 50 extra redundant network points apart from the 50 that will be provided for the seating space asked for; 100 in total. The facility should be Carrier neutral /Network neutral and have diverse Telco rooms/MMRs to host various Network/ Telecom service providers and should be available on the Bank's proposed Data Centre floor of the facility building.	Appropriate cost will be applicable to Bank for this requirement.	As per RFP
184	68	Appendix-E Network Sl.No. X	The Bidder should allow the termination of the links provided by the Bank's appointed Network/Telecom service providers with no additional cost to the Bank	Cross connection Recurring Charges & OTC is Applicable from Telco Mux to Customer end Rack location .	As per RFP
185	68	Appendix-E Network Sl.No. XI	Bidder to provision dedicated 4 No's x 150mm GI Conduit (Round Pipe) on diverse paths (2 Paths) from the proposed DC area to the Network/ Telecom chamber at the entrance of the data Centre facility via Meet Me Room present on the same floor of the Bank's DC area.	Dedicated fiber can be committed however dedicated conduit is subjected to feasibility at the time of ordering. Appropriate cost will be applicable to Bank for this requirement.	As per RFP
186	68	Appendix-E Network Sl.No. XIII	Bank shall be permitted to run circuits / cross connects all the way to their Racks and equipment in their suite at no additional cost	Cross connects recurring & OTC charges is Applicable. Structure Cabling charges is applicable	As per RFP
187	68	Appendix-E Network Sl.No. XIV	Bank requires minimum 2 x diverse private trunking dedicated to the bank use only from Meet Me room to Bank's IT space on the floor	Appropriate cost will be applicable to Bank for this requirement.	As per RFP
188	68	Network	XI. GI conduit pipes from the Proposed DC area to the Network chamber/Telecom at the DC area	Please clarify, are we talking about the Zero manhole at the entry of the building premises.	As per RFP
189	68	Network	XV. Dedicated MMR on each floor proposed to the bank	What is the size and power requirement(AC or DC) of the Dedicated MMR for the bank, please specify.	As per RFP
190	69	Appendix-E Network Sl.No. XVI	Bank requires availability of all Carriers operating in India to be inside your facility. In case a certain carrier is not available, Bidder must ensure cooperation and availability of such service providers within an agreed period with the bank.	Bank to share all the details of required carrier operators.	As per RFP
191	69	Appendix-E Network Sl.No. xv	Bank requires Dedicated Meet me rooms on all Floor/s allocated to the bank which will not be shared by any other tenant	Considering a minimum commitment of 1000 racks, We can provide the dedicated MMR for the Bank. But CoLo & Power charges are applicable to the Provider Telco or ISP directly to install their MUX in the MMR. This is not chargeable to Bank as this is Telco SoW. However will need Bank's support to ask Telcos/ISPs to install dedicated infra for the Bank. The Bank will only be charged for the cross connects as and when it's ordered.	As per RFP
192	69	Appendix-E Scope of Work and Payment Schedule Security	vi. Bidder shall provision for Mantrap at all the entry/exit points of the Banks' premises to avoid restrict access to one person at a time inside the Data Centre Hall.	Requesting to kindly consider :-Mantrap to be provided only at Data center entrance. At other entrances, turnstile to be provided.	As per RFP
193	69	Appendix-E Scope of Work and Payment Schedule Security	vii. The Data Centre building should have impact resistant fence wall with intrusion detection & road blocking device.	Data center building will have 2.4 meter RCC wall with perimeter intrusion detection system (1.2 m Non lethal electrical fence). Request you to approve.	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
194	69	Appendix-E	Appendix-E: Scope of Work and Payment Schedule Security ii. Security for the building should be made available 24 X 7 at the entry/exit levels and should have adequate access control mechanisms in place. Preferably Bidder to have Armed Guards at the facility entrance 24x7, baggage scanner, Metal detector, boom barrier, etc. to avoid any unauthorized access and to prevent piggybacking.	Request to kindly delete "Armed" since the arms are not preferred inside the data centers.	As per RFP
195	69	Appendix-E	Appendix-E: Scope of Work and Payment Schedule Security vii. The Data Centre building should have impact resistant fence wall with intrusion detection & road blocking device..	Request to kindly delete "intrusion detection" since the CCTV surveillance system is available 24x7 along with security guards deployed at all exit and entries to prevent the unauthorized entries.	As per RFP
196	69	Appendix-E	Appendix-E: Scope of Work and Payment Schedule Security x. Bidder must ensure availability of Female security guards for frisking of Female Bank personnel. These guards shall be available 24x7 for 365 days	Availability of female guards 24x7x365 may not be guaranteed due to various reasons. SBI to note this point and request to please remove.	As per RFP
197	70	Appendix-E Scope of Work and Payment Schedule BMS	x. Bidder to have redundant BMS servers to mitigate the risk of data loss if any.	Request you kindly consider Cloud Based redundant server too as per solution.	As per RFP
198	70	Appendix-E	Appendix-E: Scope of Work and Payment Schedule BMS vi. Bidder shall deploy Electrical Power Monitoring Systems (EPMS) for all Electrical and Mechanical Loads	We would like to propose BMS system with redundant BMS servers for Electrical Power Monitoring for all Electrical and Mechanical Loads. Request the SBI to grant approval for the same.	As per RFP
199	70	Appendix-E	Appendix-E: Scope of Work and Payment Schedule BMS xi. If required by the Bank the Bidder should be able to provide details of people accessing the Bank's Server room/cage by sharing the entries made in the security register, reports from the access control system, CCTV video clips, etc. On regular basis, month-wise details are to be submitted by Bidder to Bank by the first week of next month. Access log and CCTV Camera recordings for the Bank cage area shall be handed over to the Bank on monthly basis.	Request bank to remove CCTV record submission clause. If we are giving dedicated NVR and access to bank, then bank team will have the live access. So request bank to avoid duplicate task. If still services provider need to submit the recording monthly basis. Bank need to share the external Media in advance every month to copy respective data.	As per RFP
200	70	Appendix-E	Appendix-E: Scope of Work and Payment Schedule BMS xiii. The temperature in the server hall should be maintained at 22 +/- 2 degree Celsius and shall be measured above the raised floor surface in the middle of the Rack. The humidity at the Data Centre should be maintained at 50 % +/- 10% RH and shall be measured above the raised floor surface on front of the rack.	Request SBI to accord approval for below temp & humidity. Temperature: 23 degrees (+/- 2 degrees) Humidity: 50 %, +/-20%	As per RFP
201	71	BMS clause xviii	xviii. There should be CCTV monitoring for surveillance covering all racks row wise, building entrances, exits and other critical areas where Bank's components are placed. Activities are to be recorded and the archival should be kept for at least 90 days tenure during the contract. Bidder to provide the logs to Bank via External Hard disk/ any media as and when required by the bank.	We understand the External Hard disk /any media as and when required by the bank shall be provided from the Bank and shall be kept in Bank secure storage.-Kindly confirm.	As per RFP
202	71	Appendix-E Scope of Work and Payment Schedule BMS	xvi. The Bidder shall provide cross-zoned, multi-sensor Fire detection, which is below, overhead and within rack spaces & quality gas-based suppression system like NOVEC 1230/Inergen based or better, exclusively for the server room area and other areas provided to Bank. Fire detection and suppression can be common for the building however the areas allocated to the Bank should be well within the coverage of fire detection and suppression. The facility should also conform to National Fire Protection Association (NFPA) 2018 standards or higher.	Requesting to kindly consider FK-5-1-12 as an approved system	As per RFP
203	71	Appendix-E Scope of Work and Payment Schedule BMS	xvi. The Bidder shall provide cross-zoned, multi-sensor Fire detection, which is below, overhead and within rack spaces & quality gas-based suppression system like NOVEC 1230/Inergen based or better, exclusively for the server room area and other areas provided to Bank. Fire detection and suppression can be common for the building however the areas allocated to the Bank should be well within the coverage of fire detection and suppression. The facility should also conform to National Fire Protection Association (NFPA) 2018 standards or higher.	Gas suppression system (Inergen IG541) Shall be provided with cross zoned multi sensor fire detection overhead. Gas suppression & Fire detection will be common for the building . Gas suppression system shall be designed based on NFPA 2001. Kindly consider the same.	As per RFP
204	72	Appendix-E Scope of Work and Payment Schedule BMS	xvii. Fire suppressant system/delivery should be separate floor wise. Detection of fire in one floor shouldn't trigger gas in all the floors of the building, unless the same is required. All the floors shouldn't have common suppressant gas cylinders.	In IG541 Gas suppression system (N+N) common Cylinder bank will be deployed for the the whole building. But it will be ensured that one floor fire should not trigger all the floor gas cylinders. Kindly consider.	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
205	73	Cabling	The Bidder should provide 2 dedicated trays overhead to lay data cables between racks. Power cables and data cables shall not be overlapped and always be separated by a minimum of 6 inches. Any new requirement for such provision during the contract period would have to be provided by the Bidder at no extra cost to the Bank. Any new rack space obtained during the contract period automatically covers the requirement of such trays for data cabling	We recommend 2 tier dedicated cable basket tray and 1 layer of fiber guide raceways along with Data cabling/Structural cabling should be part of the bidder scope for Single window for all the Colocation & Network services. Bidder can provision high density MPO Solution , Cat 6A as per Banks requirement from leading OEM like, Commscope, Panduit , Corning.- Kindly advise.	As per RFP
206	64	Appendix-E	Appendix-E: Scope of Work and Payment Schedule Power xxiii. All batteries are required to have manufacturer-installed battery monitoring system.	Request Bank to change the clause to "All batteries are required to have battery monitoring system.	Corrigendum-2
207	73		iv. Bank need dedicated risers for LV cabling	Power Risers are common for all floor in a building, though redundant risers are there but same cannot be mapped as dedicated unless a dedicated building is asked for. We request bank to remove this clause and accept and confirm.	As per RFP
208	73	Cabling	iii. There will not be any data cabling above the floor PDU	The overhead basket tray moves much above the floor PDUs and maintain the minimal best standard of 150mm between fiber & electrical cables, so we request bank to consider and amend accordingly.	As per RFP
209	67	Appendix-E : Scope of Work and Payment Schedule : Network (iv)	Bank intends to host its communication racks (Network Racks) within the Cage Area where its major Network/ Telecom Service providers terminate their links directly onto these racks. Bidder to confirm compliance to get the Network/Telecom Service providers' connectivity delivered directly into the Bank's server area with no additional cost to the Bank during the entire contract period.	Cross Connection is a value added service for the bidder and cannot be provided at no cost. The cross connections will attract OTC and MRC both.	Corrigendum-2
210	68	Appendix-E : Scope of Work and Payment Schedule : Network (viii)	Bidder to provision 1 pair of OM4 (24 core each) Multimode/Single-mode Fiber Cable via alternate paths through available ducts to establish connectivity between the seating area and Network Switch Room to the proposed DC area with no additional cost to the Bank.	Bidder offers Single Mode Fiber cross connections with its MMR, so will be able to provision diverse OM4 (24 core each) from MMR till proposed data hall at an additional cost - OTC and MRC.	Corrigendum-2
211	68	Appendix-E : Scope of Work and Payment Schedule : Network (x)	The Bidder should allow the termination of the links provided by the Bank's appointed Network/Telecom service providers with no additional cost to the Bank	All cross connections provided will be charged with OTC and MRC	As per RFP
212	75	Appendix-E	Appendix-E: Scope of Work and Payment Schedule Seating space viii. Bidder to provide 10 Analog Telephone Instruments to the Bank with no additional cost to the Bank. Provision of Intercom to the Bank will be complete responsibility of the Bidder	Request Bank remove this clause for Bidder scope. Telephone lines to be bought under user name, that is connection should be in Banks name"	As per RFP
213	76	Appendix-E Other Area Sl.No. vi	Staging area should be in the same floor/same building, preferably close to the hired/ hosted space and have all facilities like, redundant power, telecom. The staging area should be nearby service lift and loading bay for ease of transportation of device to server farm.	Bank to confirm the duration of staging area whenever they will require. Bank should relax this clause from "Staging areas should be on same floor" to "Staging area should be in the same Datacenter."	As Per RFP
214	76	Appendix-E Scope of Work and Payment Schedule Other Areas	v. The Bidder shall provide for staging area at the proposed facility as and when requested by bank without any additional cost to bank for preparatory work for initial hardware deployment or replacement or any bank approved activities. However, for further additional activities, if the Bank requires the staging area, the same should be provided to the bank as and when required and the Bidder will be expected to provide the staging area for Bank's use for the entire duration of contract.	Kindly consider this to be part of shared facility of the building with other tenants if present	As Per RFP
215	77	Other areas clause vii	Bidder shall provide bunker rooms or wellness rooms for male and female personnel at the facility with no additional cost to the Bank	Provisions shall be made and basis requirement the same can be allocated as per requirement. Hope this meets the requirement.	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

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216	77	Appendix-E Scope of Work and Payment Schedule Other Areas	viii. Freight Lift – The Data Centre should have a freight lift with a minimum capacity of 1.5 tons for ease of movement of servers and high-density network devices without any tilting of racks.	Kindly consider this to be part of shared facility of the building with other tenants if present	As per RFP
217	79	Appendix-E	Appendix-E: Scope of Work and Payment Schedule Payment Schedule 2. Ready for Service Date. Monthly recurring charges in Monthly arrears within 30 days from receipt of Invoice starting from RFS date	Request bank to change the recurring payment charges to Quarterly in advance. This will help service provider operation with cash flow on time considering 30 days time to pay the bill from invoice date.	As per RFP
218	79	Appendix - E	Payment Schedule - Sr. No. 2: Monthly recurring charges in monthly arrears within 30 days from the receipt of invoice starting from RFS date	We would request recurring charges to be kept quarterly in advance, request the Bank to accept and confirm.	As per RFP
219	79	Appendix-E	MRC :Monthly arrears within 30 days from receipt of Invoice starting from RFS date	Request to modify the same to monthly in advance within 30 days from receipt of Invoice starting from RFS date	As per RFP
220	80	Appendix-F	Appendix-F: Indicative Price Bid	Commercial format doesn't have line item for cross connects. Request bank to add the same.	As per RFP
221	81	Part C : Power Charges (III). Caluse 7.	Electricity consumption charges** 43800000 Kwh	Our understanding is that the actual consumption assumed is 5 MW for TCO calculation. Since this is TCO calculation and Total 10 MW is requested on consumption basis the kWh should be calculated for 10 MW and at 87600000kWH.-Kindly oblige.	Corrigendum-2
222	81	Appendix-F	Appendix-F: Indicative Price Bid Part C : Power Charges (III) Blended Power Tariff Rate per unit. in Rs. (Including Green power)+ (b)	Request bank to consider Power unit rate on actual passthrough. Its not possible to predict power charges for next ten years and we can fix the charges for 10 years	As per RFP
223	82	Appendix F	All numbers are indicative and used only for calculation of TCO. Bank does not guarantee on the consumption basis these numbers.	As per our understanding this is applicable to only Prara III. Line items in Para I and II shall be billed as per RFP. Please confirm if our understanding is correct.	As per RFP
224	82	Appendix-F	Appendix-F: Indicative Price Bid Part C : Power Charges (III) C. Green Power tariff and percentage allocation will be valid during the entire contract and shall be applicable to any future expansion by the bank.	Price cannot be constant during the term as grid charges & taxes change annually. Hence, request to please delete "C. Green Power tariff and percentage allocation will be valid during the entire contract and shall be applicable to any future expansion by the bank"	As per RFP
225	84	Part A	LIC & DCLC per KW price	This price can only be submitted provided we have projections and solution freezed end to end. Else sharing the price only for OTC per KW will be difficult, we request bank to remove the same from the commercials, please accept and confirm	As per RFP
226	85	Appendix-F	Appendix-F: Indicative Price Bid Cost break-up of Indicative Pricing 2. Part A – Indicative Price for Miscellaneous items – Please enter unit wise pricing for each line item as below Direct contact liquid cooling (OTC)	Request bank to remove the OTC Indicative pricing for Liquid Immersive cooling and Direct Contact Liquid cooling. OTC will vary depends on IT load Bank looking for. 30 kW OTC will be higher side per kW comparing to 4.8 MW IT load capacity. Depends on the volume there will be huge difference in per kW pricing.	As per RFP
227	85	Appendix-F	Appendix-F: Indicative Price Bid Cost break-up of Indicative Pricing Note : E. These charges and percentage allocation will be valid during the entire contract and shall be applicable to any future expansion by the bank	Request Bank to consider YoY escalation option for all indicative prices submitted to bank.	As per RFP
228	86	Appendix-G	Appendix-G: Certificate of Local Content <Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>	Request to accept Appendix-G signed by Authorized Signatory	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
229	86	Appendix-G	Appendix-G: Certificate of Local Content Bidder's OEM < Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content.> OR	Request to kindly explain/elaborate the terms and their relevance to Appendix-G 1. OEM 2. < Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content.> 3. OR	As per RFP
230	91	Other terms and Penalties	Data Centre availability measured at Floor Level PDUs shall be 100% on at least one source at all times	Distributed redundancy designs at 80% load are highly resilient with no single point of failure, which dramatically reduces the risk of downtime. Can we consider DRS instead of block-set redundancy, please confirm.	As per RFP
231	91	Appendix I	Rent free period in the SLA	Rent free period means only rent will be free, Bank will pay for the power consumption. Please explain and confirm.	As per RFP
232	91	Appendix I	Rent free period in the SLA	For any SLA breach the penalty is given in the form of service credits and not as a rent free period, we request bank to accept and confirm.	As per RFP
233	91	Appendix I	Rent free period in the SLA	Service credits will be calculated only for the affected rack space area only and not the total MRC . This should be applicable to all the SLA parameters calculations wherever applicable. Please accept & confirm	As per RFP
234	91	Appendix I	SLA of 100%	As per the rated 4/Tier 4 design the maximum SLA committed is 99.995%, 100% is not a fair ask basis the technical design & solution. We request bank to re consider the same and confirm.	As per RFP
235	92	Appendix-I	Appendix-I: Other terms and Penalties 2. Loss of redundant UPS power to Bank's UPS powered feeds in the Data Centre.	Request bank to consider the SLA and Penalty as per Tier IV design. So request you to remove this clause.	As per RFP
236	92	Appendix-I	Appendix-I: Other terms and Penalties 3. Loss of generator standby power or any part thereof. A degradation of the established resiliency level to N or less.	Request bank to consider the SLA and Penalty as per Tier IV design. So request you to remove this clause.	As per RFP
237	92	Appendix-I	Appendix-I: Other terms and Penalties 4. Reduction in established resiliency caused by DC operator personnel or its agent.	Request bank to consider the SLA and Penalty as per Tier IV design. So request you to remove this clause.	As per RFP
238	93	Appendix-I	Appendix-I: Other terms and Penalties 5. Cooling failure to the space of the Data Centre (or any part thereof). Temperature of Data Centre (or any part thereof) falls outside the agreed range of 22 degrees +- 2 degrees in Bank's DC area and 25 degrees +-2 in Bank's UPS area (Note: Location of the temperature sensors shall be in the middle of the racks) The Service Provider shall be liable for service Rent free period by the following table based on the then applicable Monthly Services Charges.	Request Bank to consider Tier IV uptime commitment for Penalty calculation. Tier 1V uptime in 99.995%, Which means 26.3 minutes down time is acceptable per year and average of 2.2 minutes per month. If Downtime exceed more than committed our request you to change the Slab to Uptime Per MonthSERVICE CREDIT up to 99.995%No Credit Between 99.994% to 99.990%5% of Monthly Recurring Charge Between 99.994% to 99.990%10% of Monthly Recurring Charge Between 99.989% to 99.900%15% of Monthly Recurring Charge Between 99.899% to 99.800%20% of Monthly Recurring Charge Between 99.799% to 99.975%25% of Monthly Recurring Charge	As per RFP
239	93	Appendix-I	Appendix-I: Other terms and Penalties 6. Relative Humidity of the space of the Data Centre (or any part thereof) falls outside the agreed Range of 50% +- 10% in it's entirety (Note: Exact location of the humidity sensors shall be agreed between the Service Provider and Bank.) The Service Provider shall be liable for service Rent free period by the following table based on the then applicable Monthly Services Charges. Grace period – 30 minutes	Request Bank to consider Tier IV uptime commitment for Penalty calculation. Tier 1V uptime in 99.995%, Which means 26.3 minutes down time is acceptable per year and average of 2.2 minutes per month. If Downtime exceed more than committed our request you to change the Slab to Uptime Per MonthSERVICE CREDIT up to 99.995%No Credit Between 99.994% to 99.990%5% of Monthly Recurring Charge Between 99.994% to 99.990%10% of Monthly Recurring Charge Between 99.989% to 99.900%15% of Monthly Recurring Charge Between 99.899% to 99.800%20% of Monthly Recurring Charge Between 99.799% to 99.975%25% of Monthly Recurring Charge	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
240	93	Appendix-I	Appendix-I: Other terms and Penalties 7. Failure (down to N or less) of any of the following air- conditioning equipment without causing any service interruption of Data Centre areas or Services Failure (as hereinafter The Service Provider shall be liable for service Rent free period by the following table based on the then applicable Monthly Services Charges	Request bank to remove this clause and consider the uptime as per Tier IV standards.	As per RFP
241	93	Appendix I	SLA on the cooling average Temp & humidity going beyond the range	We would request to allocate temp going out of range for a period of 30 min to consider a breach and affecting the services.	As per RFP
242	93	Appendix I	SLA on the cooling average Temp & humidity going beyond the range	The SLA table mentioned is too stringent and we would like to have a discussion on the same during the pre-bid.	As per RFP
243	93	Appendix I	SLA	For Non service affecting SLA/KPI(Except the security breach), service provider should not be penalised. Please reconsider this and remove.	As per RFP
244	93	Appendix I	Telecom	1 day	As per RFP
245	94	Appendix-I	Appendix-I: Other terms and Penalties 9. Failure to complete a scheduled maintenance activity or project activity in support of the Data Centre due to the sole failure of the Service Provider. Exclusions: a. Bank request for postponement or rejection of scheduled maintenance activity shall be excluded. b. If the Service Provider is able to rectify the delay and still complete the scheduled maintenance activity or project activity within the same agreed Change Window, the error shall be excluded. Service Provider may be required to pay for any vendor/ resources abortive cost for cancellation of scheduled maintenance activity if postponement or cancellation is on Service Provider's request.	Request bank to remove this clause and consider the uptime as per Tier IV standards.	As per RFP
246	95	Appendix-I	Appendix-I: Other terms and Penalties 10. Failure of fire suppression system at the Data Centre (or any part thereof), excluding false alarm.	Request bank to remove Penalty Clause	As per RFP
247	95	Appendix-I	Appendix-I: Other terms and Penalties 11. Failure to acknowledge and communicate to the Bank within 15 minutes after the occurrence of any incident relating to the failure of the Services (or any part thereof) in accordance with the Escalation Matrix decided between the bank and the service provider. An incident is not isolated to only critical facilities failures but includes those incidents described in this SLA table as well as those incidents defined by the Service Provider as such with potential impact to services provided to the Tenant.	Request Bank to consider the uptime as per Tier IV and penalty applicable only if we breach agreed uptime.	As per RFP
248	96	Appendix-I	Appendix-I: Other terms and Penalties 12. Damage or interference to any telecom trunks by the Service Provider causing service disruption to the Data Centre Telecom trunks refer to telecom infrastructure located within the Data Centre building	Request bank to remove this clause and penalty. DC is having 4 POE and ISP need to maintain redundancy by bringing uplink cable with minimum three path to avoid any outage.	As per RFP
249	101	Appendix-K	Appendix-K: NON-DISCLOSURE AGREEMENT 4. Miscellaneous (i) The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.	We request the obligations to be put upon us should be practical and reasonable – perpetuity for any obligation cannot be accepted. Further, personal identifiable information like names, and contact details, which are generally available in public domain cannot be construed as part of Confidential Information. Hence the change is requested as in the suggested clause. We request to set a time period for the continuance of all confidentiality obligations for a period of 5 years with no perpetual obligations. Further, please confirm that personal identifiable information shall not be construed as "confidential information", unless they are personal sensitive information as per the Information Technology Act. Any personal identifiable information will be handled as per the IT Act and applicable Rules thereunder and shall not be construed as "Confidential Information".	As per RFP
250	105	Appendix-N	Appendix-N: PRE CONTRACT INTEGRITY PACT (TO BE STAMPED AS AN AGREEMENT)	Kindly confirm the value of stamp paper applicable for Pact	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
251	110	Appendix-N	Appendix-N: PRE CONTRACT INTEGRITY PACT 6. Fall Clause The BIDDER undertakes that it has not supplied/is not supplying similar product/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 or any other Bank 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 or a Bank 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.	<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 Bank is not keen to delete the clause we kindly request the Bank 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)</p>	As per RFP
252	110	6	Fall Clause	Since the Bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the presentBid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank	As Per RFP
253	116	Appendix-P	Appendix-P: Employee Experience letter format. (Separate submission for each employee)	Request to accept the masked Appendix-P.	As Per RFP
254	117	Appendix-Q	Appendix-Q: Special Undertaking iii. We confirm that all the required certifications mentioned in this RFP will be available within 9 months of the Ready for service date x. We confirm that we will procure all the required certifications within 9 months of RFS date of the Bank.	Request to change to 12 months	As per RFP
255	117	Appendix-Q	Appendix-Q: Special Undertaking v. We confirm that the allocated Green power tariff will be locked in with no price escalation for the entire contract duration	Price cannot be constant during the term as grid charges & taxes change annually. Hence, request to delete "v. We confirm that the allocated Green power tariff will be locked in with no price escalation for the entire contract duration "	As per RFP
256	121	Appendix T	Site Inspection and evaluation criteria	<p>What are the objective of these evaluation criteria for marking these parameters, also this is not related to the technical specification/requirement or Delivery timelines of a datacentre.</p> <p>Also, we would like to know on what basis or parameters the marks will be allocated.</p>	As per RFP
257	122	Appendix-U	Appendix-U: Operator Escalation Matrix	Request to accept the masked Appendix-U.	As per RFP
258	124	Ready for Service date	The Bank would need Dust free ready built area with powered on racks for Day-1 deployment on or Before 31st March 2025	We request you to consider RFS Q4 2025 as our DC of 20MW will be ready by then. Kindly confirm	As Per RFP
259	124	Appendix-V 1.4 Rooftop Antenna:	Provisioning for GPS and Network antenna	Please share the shape, size, weight and other specifications of the antennas planned to be installed.	As Per RFP
260	125	Appendix-V - Section 4: Rack Deployment timelines	Section 4: Rack Deployment timelines	Requesting to the customer kindly consider for Day 1 / Year 1 deployment of 3 MW across 300 racks in a ready-to-use building at Rabale, Navi Mumbai & Year 2 onward that can be extended to another DC within 500 meters of a ready-to-use building in Rabale, Navi Mumbai	As Per RFP
261	125	Appendix-V	Appendix-V: Information Gathering Sheet 3.3. Green Power Please share following details a. Allocated % of Green Power b. Green Power Tariff (Lockedin price for entire contract term)	Price cannot be constant during the term as grid charges & taxes change annually. Hence, request to "b. Green Power Tariff (Lockedin price for entire contract term) "	As per RFP
262	126	5.4 Cooling	Colocation service provider shall always maintain following in the technical space of the bank Temperature : 22 degrees +- 2 degrees Humidity : Relative humidity to be maintained between 50% +- 10%	<p>As per ASHRAE guidelines TC9.9 and considering optimising the energy consumption and DC efficiency The temperature in the server hall should be maintained at 24 with tolerance level of +/- 2 deg Celsius with Non Condensing RH.</p> <p>Request Bank to accept the same</p>	As per RFP
263	126	Section 5: Facility Details	Parking	Is there any requirement for Electrical charging pods in the facility for the Bank, kindly confirm	As per RFP
264	126	Section 5: Facility Details	Tier 4/Rated 4 certification	The RFP states for TIER 4 certification, can we have TIER 3 rated design and TIER 4 for network connectivity as the cost for TIER 4 will typically be twice than that of TIER 3, kindly confirm.	As Per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
265	126	Appendix-V	Appendix-V: Information Gathering Sheet 5.4. Cooling Colocation service provider shall always maintain following in the technical space of the bank Temperature: 22 degrees + 2 degrees Humidity: Relative humidity to be maintained between 50% +- 10%	Request change temp & humidity as below. Temperature: 23 degrees (+/- 2 degrees) Humidity: 50 %, +/-20%	As per RFP
266	73	Appendix-E Cabling SL.No. vii	Bidder should provide a sufficient amount of spare copper/fibre patching cables and/other common standard cables in DC. Stocks are maintained onsite premises and expected to purchase and maintain stock after receiving a valid Purchase Order Request	Bank to provide exact quantity of copper/fiber patch cord. This is will help us to keep sufficient stock	As per RFP
267	128	Appendix-W Technical Infrastructure requirements UPS with 15 Mins Battery Backup clause 1.08	UPS with 15 Mins Battery Backup clause.	As per the Tier IV and Rated 4 design , N+N UPS shall be provisioned with 10 mins backup on each N Source. This is correct recommended battery sizing considering N+N design and N+N DG sets design. -Hope this meets the requirement of battery sizing.	As per RFP
268	128	Appendix-W, Section 1 : M&E Infrastructure	Justification to Tier IV/ Rated 4 compliance (if No)	Can the Bank please clarify if achieving Tier IV / Rated 4 rating is sufficient for the bidder to comply with this section ?	As per RFP
269	128	Technical Infrastructure requirements	UPS with 15 Mins Battery Backup		As per RFP
270	128	Appendix-W Technical Infrastructure requirements	Transformer - N+N HT Panel & Distribution - N+N Distribution Transformer - N+N LT Panels & Distribution - N+N DG Set - N+N	Requesting to kindly consider the individual equipment's topology as per Uptime Tier IV/TIA Rated 4 requirements.	As per RFP
271	128	Appendix-W	Appendix-W: Technical Infrastructure requirements 1.08 UPS with 15 Mins Battery Backup	Request bank to consider 10 minutes backup instead of 15 minutes.	As per RFP
272	128	Appendix-W (1.08 & 1.12)	UPS with 15 Mins Battery Backup N+N In-Line Thermal Storage Capacity Minimum 5 mins available.	With the availability of quick start DG sets that comes in within 30 sec, UPS battery back up of about 7 mins with End of life considerations, Requesting Bank to please relook on this and amend battery back up to about 7 mins with N+N Configuration	As per RFP
273	128	Appendix-W(1.06)	DG Set N+N	If Uptime or TIA 942 standards allows Tier-IV certification with redundancy of DG sets and LT distribution transformers as N+2 and proving to be fault tolerant design like the case of Chiller with allowed N+2 Configuration, Requesting Bank to relook and confirm if this will serve the purpose and complied with the requirement.	As per RFP
274	130	Appendix X	Indoor air quality assessment report	Please explain what is this report all about and for which location same is required, RFP says HT panel room and distribution.	As per RFP
275	131	SOC Type 1 & Type 2	X 1.14 SOC Type 1& Type 2 Copy	Can SOC Type 2 suffice the documentation requirement, kindly confirm	As per RFP
276	132	Appendix-X	Rated 4/Tier 4 Design	The clause states that the requirement calls for TIER IV facility. There are only 2 facilities in Mumbai / Navi Mumbai region which comply to this clause. Request you to also include TIER III design rated facility and TIER IV network rated as it will be biased in nature to one bidder.	As per RFP
277	133	Appendix-J	Appendix-J: Service Level Agreement	Kindly let the bidders know if this is required to be submitted with bid or it is applicable for winning bidder during contract award phase?	As per RFP
278	73		vii. Inventory for cables, sufficient amount of inventory for cables	Please share some projections for maintaining the spares on site for cable inventory	Corrigendum-2

REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI

Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
279	140	Appendix J	Appendix-J: Service Level Agreement 3. FEES /COMPENSATION 3.2. All duties and taxes (excluding 10 _GST_ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. _____ <insert tax payable by the Bank> or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.	Please confirm that stamp duty shall be borne equally by both the Parties	As per RFP
280	140	3.1.1	Professional fees	Seek clarity with regard to the applicability of income tax. We understand that it should be applicable tax instead of income tax.	As per RFP
281	141	3.4.2	However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.	We understand that the condition by the Bank is that the Service Provider will have 21 days to prove why the amount is correct. Kindly clarify what happens if this time lapses what, does it automatically mean that the Service Provider admits the error? What are the options of recourse?	As per RFP
282	141	3.4.1	Payments	Request to clarify on the invoice submission process	As per RFP
283	74	Appendix-E Cabling Sl.No. ix	Bidder must provide and maintain all types of connectors and modes (Single mode and Multi mode) for cross-connect (Fiber and UTP) provisioning. Eg: SC-LC, LC-LC, LC-SC, SC-SC etc	Bank to provide exact quantity of LC/SC/UTM Cables This is will help us to keep sufficient stock	As per RFP
284	143	4.2.c	Service Provider shall ensure that Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.	Can the Bank advise, what are these policies?	As per RFP
285	145	Appendix J	Appendix-J: Service Level Agreement 5.2 Additional Representation and Warranties by Service Provider 5.2.4. Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party	Since we are already providing indemnification, we request this warranty shall be deleted.	As per RFP
286	145	Appendix J	Appendix-J: Service Level Agreement 5.2 Additional Representation and Warranties by Service Provider 5.2.5. Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.	This is a colocation RFP which is a service provided based on SLAs and is provided 'as is' and not akin to resource engagement. Hence we request this requirement be deleted.	As per RFP
287	146	8. TRANSITION REQUIREMENT		1. The transition assistance period is requested to be defined, also the provision - obligation of the Service Provider to continue the Service even after termination till the New Vendor is appointed should be limited to some definite timelines. 2. The provision of 10% penalty for breach of termination assistance provision is too onerous, this is requested to be deleted.	As per RFP
288	146	9. LIQUIDATED DAMAGES		The deduction of LD should be upon proven delay as mutually agreed between the Parties and the deduction from the Project cost is requested to be carried out after prior intimation to the Service Provider.	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
289	146	Appendix J	<p>Appendix-J: Service Level Agreement</p> <p>6. GENERAL INDEMNITY</p> <p>6.1. Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.</p> <p>6.2. Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.</p>	<p>Indemnity is too broad - for project feasibility, we request the Bank to limit the Indemnity as mentioned in the suggested clause below.</p> <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. 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>	As per RFP
290	146	6.1	GENERAL INDEMNITY	Kindly consider removing the legal expenses	As per RFP
291	146	6.2	GENERAL INDEMNITY	Seek clarification on reasonable time. Request to kindly elaborate as to what reasonable time means.	As per RFP
292	147	Appendix J	<p>Appendix-J: Service Level Agreement</p> <p>9. LIQUIDATED DAMAGES</p> <p>If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to ___0.5% of total Project cost for delay of each week or part thereof maximum up to ___5% of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.</p>	Where liquidated damages are levied, the same shall be Bank's sole remedy against the Bidder against such delays. Further, where LD is levied, for the same instant, no penalty shall be levied nor any termination.	As per RFP
293	148	Appendix J	<p>Appendix-J: Service Level Agreement</p> <p>12. INTELLECTUAL PROPERTY RIGHTS</p> <p>12.3. Subject to below mentioned sub-clause 12.4 and 12.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.</p>	Indemnity shall only be restricted to third party claim for IPR Infringement indemnity in respect of Services rendered. 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.	As per RFP
294	148	12.3	INTELLECTUAL PROPERTY RIGHTS	Request to kindly consider the limitation on liability pertaining to IP to not exceed the total contract value.	As per RFP
295	149	Appendix J	<p>Appendix-J: Service Level Agreement</p> <p>13. INSPECTION AND AUDIT</p>	<p>We request to have a concurrence with SBI on the below facts. Kindly accept and confirm.</p> <p>1. Bidder shall not be required to disclose their financial information, profits, books of accounts, costs breakups etc. and audit shall be strictly restricted to the services and service levels provided by the Bidder to the Bank.</p> <p>2. In case the SBI desires to audit the contracted Services i.e. for audits for security considerations related to our provision of Services, SBI 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 SBI and us in writing based on contracted services scope. The commercials of such audit shall be paid by SBI depending on the agreed scope.</p> <p>3. If there is any third-party auditor from BANA's side, then NDA should be signed between BANA & Third party Auditor.</p>	As per RFP
296	150	13.3	Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information / audit reports on financial and security reviews with their findings undertaken by Service Provider.	Does the Bank have a view on how many such requests there will be per year?	As per RFP
297	150	13. INSPECTION AND AUDIT	13.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.	It is requested that the deficiencies and the corrections towards the same should be mutually agreed upon between the Parties.	As per RFP
298	150	13. INSPECTION AND AUDIT	13.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority(ies).	Please agree on the time period of furnishing the required documents.	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
299	151	14.3	All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to comply with the confidential obligations under this Agreement.	Applications not defined, does the Bank mean Bank's software applications?	As per RFP
300	151	14.1	Confidentiality	Request to kindly consider oral disclosures from the definition of confidentiality.	As per RFP
301	153	14. CONFIDENTIALITY	14.11 Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.	Request for the exception to be created for office back-up copies which cannot be deleted and such documents which are mandated by law to be preserved, however such document retained will be under strict confidentiality.	As per RFP
302	154	Appendix J	Appendix-J: Service Level Agreement 15. OWNERSHIP 15.1. Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws. 15.2. All information processed by Service Provider during software maintenance belongs to the Bank. Service Provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service Provider will implement mutually agreed controls to protect the information. Service Provider also agrees that it will protect the information appropriately.	We requests 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. 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. We will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques which we own or develops as part of its Services.	As per RFP
303	154	Appendix J	Appendix-J: Service Level Agreement 16. TERMINATION 16.2 - The Bank, after the Lock-in period of 5 years from effective date of this contract will have a full or partial exit option with a 6 months- written notice, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination. 16.3. In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.	We request that the Bank not be permitted to terminate the Agreement for convenience as this deal has upfront investments by us which shall get recovered by us over the entire period of contract. Bank shall not be entitled to terminate the Agreement or the project, for convenience. We also request that due to the nature of scope (colocation), clause 16.3 be deleted.	Corrigendum-2
304	154	16.1	TERMINATION	Kindly keep the notice for termination by default with a cure period of 120 days. If the default is cured within the 120 days then SBI shall not have the right to terminate.	As per RFP
305	155	16.TERMINATION Sl.No.16.2	TERMINATION: The Bank, after the Lock-in period of 5 years from effective date of this contract will have a full or partial exit option with a 6 months- written notice, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.	Request for removal of this clause	Corrigendum-2
306	155	16. TERMINATION	16.2 The Bank, after the Lock-in period of 5 years from effective date of this contract will have a full or partial exit option with a 6 months- written notice, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.	The clause is silent on early termination clause i.e. if the contract is terminated during the first half of total contract period. In case Buyer terminates during lock-in period, early termination fees should be agreed upon.	Corrigendum-2

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
307	155	Appendix J	Appendix-J: Service Level Agreement 16. TERMINATION 16.2 The Bank, after the Lock-in period of 5 years from effective date of this contract will have a full or partial exit option with a 6 months- written notice, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.	We request that the Bank not be permitted to terminate the Agreement for convenience as this deal has upfront investments by us which shall get recovered by us over the entire period of contract. Bank shall not be entitled to terminate the Agreement or the project, for convenience. Kindly remove this statement since Termination for convenience is not appropriate to the large size colocation engagements wherein upfront capex investments are required from bidders to onboard the customers.	Corrigendum-2
308	156	16.6	In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.	Can the Bank clarify what does this mean? Does the Bank mean mandatory obligations on the Bank or on the Supplier? Does the Bank have a view on what constitutes a 'material breach'?	As per RFP
309	157	18.1	No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank.	Can the Bank clarify what is meant by this clause? Does the Bank mean a change to the services?	As per RFP
310	157	18. POWERS TO VARY OR OMIT WORK	The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement.	Time period for intimating variation to be specified, post which Service Provider needs to evaluate the variation and inform the Buyer when such variation can be carried out or not and if there is any cost implication Buyer to agree on extra cost before variation to be implemented.	As per RFP
311	158	Appendix J	20. LIMITATION OF LIABILITY	Since this is a high value and long term project we request that the clause be amended to reflect -	As per RFP
312	159	20.3	LIMITATION OF LIABILITY	Request to remove 20.3.	As per RFP
313	162	23.GENERAL TERMS & CONDITIONS SI.No. 23.4	NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other party, or aid any third person to do so, without the specific written consent of the other party. However nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.	Request for removal of this clause	As per RFP
314	74	Appendix-E	Appendix-E: Scope of Work and Payment Schedule Cabling viii. Bidder must provide and maintain at least a dedicated Copper/Optical testing equipment with load testing capabilities. Though the equipment can of course be shared across multiple in-country sites, where applicable.	Request bank to remove this clause. Testing of copper and optical link will be telecom service provider scope not colocation provider scope	Corrigendum-2
315	127	Appendix-V	Appendix-V: Information Gathering Sheet 5.5. Security Procedures Overview Statement Requirements: -24x7 manned & Visitor Management System -Under Vehicle Scanner/ Road blocker -Boom Barriers -X ray baggage scanner - Bomb/RDx Detection system -Biometric accesses -Flap barriers on Ground floor -Man Trap - 24x7 Security Guard hosted at the floor	1. Request to please remove "Bomb/RDx Detection system " 2. Request to kindly revise as "-Flap barriers or tripods on Ground floor"	Corrigendum-2
316	137	Appendix-J	Appendix-J: Service Level Agreement 1.1.3. Data Dictionary or Metadata Repository" shall mean a repository of information about data such as meaning, relationships to other data, origin/lineage, usage, business context and format including but not limited to data type, data length, data structure etc., further, it as a collection of columns and tables with metadata. <Strike off if not applicable as per scope of services>	We submit this clause is not applicable. Kindly confirm.	Corrigendum-2
317	142	3.5.4	Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule 11 specified in this Agreement.	Can the Bank please advise where is this time schedule, Section 11 talks about the Bid submission? Kindly clarify, what is the scope of Performance obligation under this clause?	Corrigendum-2

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

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318	170	ANNEXURE-F	ANNEXURE-F: Transition & Knowledge Transfer Plan	This section mentions the terms that are not applicable to Colocation business. Request to kindly remove them and make this section exclusive for the scoped services of this RFP. For example: 6. Transfer of Configuration Management Database 8.. Transfer of Software Licenses 9. Transfer of Software 14. Transfer of Data 15. Training Services on Transfer	Corrigendum-2
319	173	ANNEXURE-F	ANNEXURE-F: Transition & Knowledge Transfer Plan 7. Transfer of Assets 7.1 6 (2) a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.	Request bank to remove this clause, its not possible to transfer our asset to Bank. If any outright sale asset to bank can be trasferred	Corrigendum-2
320	173	6.1	Transfer of Configuration Management Database	Request to consider 6 (six) week instead of2 (two) weeks of notice of termination of this Agreement Service.	Corrigendum-2
321	173	Transfer Clauses		Request to consider 6 (six) week instead of2 (two) weeks of notice of termination of this Agreement Service.	Corrigendum-2
322	174	ANNEXURE-F	ANNEXURE-F: Transition & Knowledge Transfer Plan 8. Transfer of Software Licenses	Request Bank to specify that "If any outright sale of licence is applicable then only this clause is applicable."	Corrigendum-2
323	174			Request to consider 6 (six) week instead of2 (two) weeks of notice of termination of	Corrigendum-2
324	175	ANNEXURE-F	ANNEXURE-F: Transition & Knowledge Transfer Plan 9. Transfer of Software	This is not applicable request bank to remove this clause from colocation RFP.	Corrigendum-2
325	175			Request to consider 6 (six) week instead of2 (two) weeks of notice of termination of	Corrigendum-2
326	175			Request to consider 6 (six) week instead of2 (two) weeks of notice of termination of	Corrigendum-2
327	30/147	37/9	LIQUIDATED DAMAGES	Kindly limit the total penalty/LD to be capped at 0.5% of the annual project cost subject to maximum of 2% of the annual project cost.Request discussion on penalties in Annexure -I and request capping of the same through the contract lifecycle to 2% of the Annual contract value .	As per RFP
328	175			Request to consider 6 (six) week instead of2 (two) weeks of notice of termination of	Corrigendum-2
329	82-83	Appendix F	Kindly refer Sheet name Sl.No 14	Based on the existing clause provided in Sl. No. 14, we have shared our observations in the enclosed sheet SL. No. 14. Please review the same and confirm if our understanding is correct.	As per RFP
330	82-83	Appendix F	Kindly refer Sheet name Sl.No 14	Based on the existing clause provided in Sl. No. 14, we have shared our observations in the enclosed sheet SL. No. 14. Please review the same and confirm if our understanding is correct.	As per RFP
331	NA	Indemnification by the Buyer		The indemnification provisions to be mutual with Buyer securing Service Provider against the third party claims against data privacy issues.	As per RFP
332	NA	Termination by the Buyer		Termination rights required for default in payment, damages to property etc.	As per RFP
333	NA	NA	Inter rack cabling	RFP does not mention the requirement related to inter rack cabling. Hence we are assuming that SBI will be owning this scope. Kindly confirm.	As per RFP
334	NA	NA	Online portal Price bid (Min. mandatory form(s):2) Appendix F - Indicative Price Bid Breakup of Taxes and Duties	We checked this in portal of e-Procurement agency. These are in disabled state. SBI to check and get this enabled.	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

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335		Uptime SLA	Availability Uptime SLA	Bank to advise on the availability uptime of 99.995% on below parameters. 1. Mechanical System 2. Electrical System 3. Architectural. 4. Network.	As per RFP
336		Fire Detection and Suppression System	Bidder must ensure that there is no sprinkler system is installed in Bank's area	Gaseous suppression system shall be installed in the Server hall area-Hope this meets the requirement..	As per RFP
337		General	Various terms and conditions	Can the Bank advise on how may a bidder highlight concerns on any of the conditions and various terms laid out by the Bank through out the RFP document. Further, any guidance on how this would be accomodated in the contracting structure would be very helpful.	As per RFP
338				There will be an OTC & NRC associated with the cross connect, we request bank to accept and confirm on the same.	As per RFP
339	48	Appendix-B- Bidder's Eligibility Criteria - #12	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 35 years from date of RFP submission	Due to technical advancements, Data center life is generally considered as 15-20 years and hence if we do any lease, it will be for 15-20 years only. Request you to please relax RFP requirement from 35 years to 15-20 years.	As Per RFP
340	176			Request to consider 6 (six) week instead of2 (two) weeks of notice of termination of	Corrigendum-2
341	64	Appendix-E : Scope of Work and Payment Schedule: Power	Bidder must provide a fully redundant N+N with compartmentalization at the UPS system level with compliance to Tier4/Rated 4 standards	Technically, to achieve higher uptime SLA of 99.999%, it is not necessary that one should have Tier IV/Rated 4 certification and N+N architecture. Bidder commits the industry best SLA of 99.999% (5 Nines) with Tier III/Rated 3 design and N+1 architecture. We would humbly request you to consider the SLA commitments over the Tier IV / Rated 4 certification. Request relaxation in Tier IV/Rated 4 certification and N+N architecture as long as service providers can ensure 99.999% uptime and provide the required SLA.	As Per RFP
342	176			Request to consider 6 (six) week instead of2 (two) weeks of notice of termination of	Corrigendum-2
343	67	Appendix-E : Scope of Work and Payment Schedule : Network (vi)	The selected bidder will be fully responsible for timely commissioning of the crossconnects and maintaining its health(uptime, latency & packet loss etc.)	Banks Network Service Provider will be soley responsible for any packet loss and or latency. Bidder only provisions infrastructure and lay the cross connects and do not monitor any such cross connect. Trust this is understood and agreeable.	As Per RFP
344	146/147	8.1	TRANSITION REQUIREMENT	Request to kindly consider payment of additional costs if incurred with prior consent.	Corrigendum-2
345	67/68	Appendix-E : Scope of Work and Payment Schedule : Network (vii)	Bidder to extend connectivity from other Network/ Telecom service providers' racks hosted in the Meet Me Rooms via cross-connects (Copper CAT 6A and Fiber	Cross Connection is a value added service for the bidder and cannot be provided at no cost. The cross connections will attract OTC and MRC both.	As Per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

Sr.no.	RFP Page no.	RFP Clause no.	Existing clause	Bidder's Query/ Suggestions	Banks response
346	67-68	Appendix-E Network Sl.No. vii	Bidder to extend connectivity from other Network/ Telecom service providers' racks hosted in the Meet Me Rooms via cross-connects (Copper CAT 6A and Fiber OM4). Any such Cross Connect extension from Meet Me Room to Bank's server area will be carried out by the Bidder at no additional cost during the entire contract period.	Bank to provide count of Fiber and copper cross-connect for current and future requirement.	Corrigendum-2
347	68	Appendix-E : Scope of Work and Payment Schedule : Network (xiii)	Bank shall be permitted to run circuits / cross connects all the way to their Racks and equipment in their suite at no additional cost	Bidder will charge, the Bank's appointed Network/Telecom service providers for cost involved in extending and terminating any such links/circuits procured from Network Service provider. OR Are you referring to interrack cabling between Bank's racks? Or Meet-me-room? Please clarify.	As Per RFP
348	69	Appendix-E : Scope of Work and Payment Schedule : BMS (ii)	The Bidder shall provide permanent Access Cards to the Bank's designated Personnel/ Staff at no additional cost.	Request to quantify number of permanent Access Cards required. To check the techno-commercial feasibility.	As Per RFP
349	70/71	Appendix-E : Scope of Work and Payment Schedule : BMS (xiii)	The temperature in the server hall should be maintained at 22 +/- 2 degree Celsius and shall be measured above the raised floor surface in the middle of the Rack. The humidity at the Data Centre should be maintained at 50 % +/- 10% RH and shall be measured above the raised floor surface on front of the rack	Bidder is global data center company and have committed to Sustainability and opted for science-based GHG emissions reduction goals by 2030. We continue advocating for climate policies that align with the Climate Neutral Data Centre Pact. Optimizing operating temperatures in alignment with ASHRAE A1 Allowable standards.	As Per RFP
350	73	Appendix-E : Scope of Work and Payment Schedule : Cabling (ii)	The Bidder should provide 2 dedicated trays overhead to lay data cables between racks. Power cables and data cables shall not be overlapped and always be separated by a minimum of 6 inches. Any new requirement for such provision during the contract period would have to be provided by the Bidder at no extra cost to the Bank. Any new rack space obtained during the contract period automatically covers the requirement of such trays for data cabling.	Are you looking for any specific make/ mode of fiber runners and cable trays? If so, please provide the specification.	As Per RFP
351	78	Appendix-E : Scope of Work and Payment Schedule : Fire Detection and Suppression System (i)	Bidder must ensure that there is no sprinkler system is installed in Bank's area	What type of fire suppression system expected in Seating and Storage space - Gas or Sprinkler?	As Per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

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352	79	Appendix-E : Scope of Work and Payment Schedule : Payment Schedule (2)	Monthly recurring charges in Monthly arrears within 30 days from receipt of Invoice starting from RFS date	Monthly recurring charges for space will be charged minimum monthly in advance. Power will be end of every month. Please confirm acceptance.	As Per RFP
353	91	Appendix-I : Other terms and Penalties		SLAs and Penalties will need to be discussed and agreed mutually.	As Per RFP
354	19	18. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION	Reverse auction	Is reverse auction the only way to close the commercials? Is there any additional consideration for technically superior infrastructure solution providers?	As per RFP
355	53	Appendix C C. Bank's requirement – Operator Experience	Bidder must have minimum one Live IT capacity operational with 200 racks of a single client in one facility/campus in India being serviced since past 2 years from the date of RFP	Digital Edge has global experience in DC market. This criteria can be demonstrated at the global level(Asia Pacific) level. Is this something acceptable?	As per RFP
356	64	Scope of Work and Payment Schedule Server Hall area: iii.	Upon Bank's request and reasonable notice period, Bidder shall be able to comply and provision for new age cooling technology within Bank's premises including but not limited to Direct contact liquid cooling, Liquid immersion cooling etc. which can support consumed power of 30 kW per rack. Commercials for these deployments can be discussed separately on need basis.	Yes, we will make the necessary provision. During closure of agreement, we will need some assurance if the bank will reserve the infrastructure, we expect the bank to convey well in advance about this requirement. Complete re-engineering, drawing discussion needed at the time during the closure.	Corrigendum-2
357	65	Scope of Work and Payment Schedule Server Hall area: vi.	The flooring in server hall should be fire resistant.	We assume that the requirement is for 2hrs fire rated.	As per RFP
358	66	Scope of Work and Payment Schedule Server Hall area:xxiv.	Bidder to consider 20% of the total racks to have additional industrial power socket requirement in the future and Bidder shall provision the same as required by the Bank.	Does bidder needs to make provision? Shall bidder include this 20% costing while bidding?	As per RFP
359	68	Scope of Work and Payment Schedule Network: xvi.	Bank requires availability of all Carriers operating in India to be inside your facility. In case a certain carrier is not available, Bidder must ensure cooperation and availability of such service providers within an agreed period with the bank.	We will try to bring the carriers operating in the location & willing to come inside the facility. Please explain the meaning of carriers operating in India specifically.	As per RFP

RFP : SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024
REQUEST FOR PROPOSAL FOR PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE FACILITY IN MUMBAI - NAVI MUMBAI
Pre-Bid queries and their responses

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360	78	Scope of Work and Payment Schedule Fire Detection and Suppression System: i.	Bidder must ensure that there is no sprinkler system is installed in Bank's area	Its an industry practice to include preaction for all areas including critical areas. Is it acceptable? Or the bank needs gas based system for critical areas?	As per RFP
361	81	Blended Power Tariff Calculation shall be as follows: Green Power Tariff: min. 30% allocation	Blended Power tariff = (Green Power Unit rate x Green Power % allocation) + (MSEB Power Unit rate x MSEB Power % allocation).	What is min. load to be considered before we trigger the green power procurement?	As per RFP
362	91	Appendix-I: Oth	The Service Provider shall be liable for service Rent free period based on the applicable Monthly Services Charges.	Please elaborate.	As per RFP