



एनर्जी एफिशिएंसी सर्विसेज़ लिमिटेड  
विद्युत मंत्रालय के सार्वजनिक क्षेत्र के उपक्रमों की संयुक्त उद्यम कंपनी  
**ENERGY EFFICIENCY SERVICES LIMITED**  
A JV of PSUs under the Ministry of Power

**Amendment No. 5**

**Ref:** EESL/06/2022-23/OTE/Cloud Service/ 222310010/Amdt. – 5

**Date:** 12.01.2023

To,

M/s .....

.....

**Sub: Amendment No. 5** in Tender/RfP No. EESL/06/2022-23/OTE/Cloud Service/ 222310010  
Dated: 25.10.2022 for “**Procurement of Cloud Service (Data Centre & Disaster Recovery Centre)**  
for hosting SAP and Non-SAP applications for 5 years.”

**Ref:**

1. NIT/Bid Document No. EESL/06/2022-23/OTE/Cloud Service/ 222310010 Dated: 25.10.2022).
2. Pre-bid meeting held on 10<sup>th</sup> November 2022.
3. Amendment No. 1 dated 23.11.2022, Amendment No. 2 dated 09.12.2022, Amendment No.3 dated 23.12.2022, Amendment No. 4 dated 03.01.2023.

Dear Sir/Madam,

The following Amendment (s) to above mentioned RfP are hereby authorized: -

1. For replies against QR related queries, please refer to attached Annexure – A.
2. For replies against other than QR related queries, please refer to attached Annexure – B.

Rest all terms and conditions of RfP/subsequent amendments remains unchanged.

Thanking You,

*for and on behalf of EESL*



पंजीकृत कार्यालय: एन. एफ. एल. बिल्डिंग, पाँचवा और छठा तल,  
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Annexure - A				
NIT/Bid Document No.: EESL/06/2022-23/OTE/Cloud Service/ 222310010 dated: 25/10/2022 Name of the Tender/Package: Procurement of Cloud Service (Data Centre & Disaster Recovery Centre) for hosting SAP and Non-SAP applications for 5 years.				
Sr. No	RFP Clause No	RFP Clause	Clarification	Clarified as/Amended as
1	Qualifying Requirements for CSP and MSP 1.1.3	Bidder should have at least two current Cloud hosting customers/ clients for SAP application with minimum 250 ECC users at DC & DR infrastructure as on originally scheduled date of bid opening.	Is the requirement limits to SAP ECC setup or can consider HANA users too ?	<b>Amended as:</b>  Bidder should have at least two current Cloud hosting customers/ clients for SAP application with minimum 250 ECC/S4 HANA users at DC & DR infrastructure as on originally scheduled date of bid opening.
2	Section-4 Part – B (QR) Eligibility and Qualifying Requirements (Cloud Service-QR) A. Eligibility Criteria for CSP: SI No 1.1.4	Cloud Service Provider's DC & DR should be ISO 9001, ISO 27001, SOC1, SOC2, TIA 942 Tier 3 and PCI DSS certified as on originally scheduled date of bid opening.	Uptime Certified Tier -IV Certification is world renowned and recognised certification in Data Center Industry. Kindly include the same in certification. Kindly ammend the Clause as follows: "Cloud Service Provider's DC & DR should be ISO 9001, ISO 27001, SOC1, SOC2, TIA 942 Tier 3/Uptime Tier III or higher Certification and PCI DSS certified as on originally scheduled date of bid opening"	<b>Amended as:</b>  Cloud Service Provider's DC & DR should be ISO 9001, ISO 27001, SOC1, SOC2, TIA 942 Tier 3 (or above) /Rated 3 (or above) and PCI DSS certified as on originally scheduled date of bid opening.
3	Qualifying Requirements for CSP and MSP: SI No 1.1.1	Bidder should have successfully executed/ completed 'Similar work' in the last 3 years, as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT) in DISCOMS (both Private & Government Distribution Company)/ Government Department/Public Sector Undertaking (PSU) / Urban Local Body (ULB)	Kindly consider Similar Work Done for Large Enterprises, Large Private Banks & Cooperative Banks. We request Clause Amendment as follows: "Bidder should have successfully executed / completed 'Similar work' in the last 3 years, as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT) in DISCOMS (both private & Government Distribution Company) /Government Department/Public Sector Undertaking (PSU)/ Urban Local Body (ULB)/Large Enterprises/Large Private Bank /Cooperative Banks"	<b>Amended as:</b> Bidder should have successfully executed / completed 'Similar work' in the last 3 years, as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT) in DISCOMS (both private & Government Distribution Company) /Government Department/Public Sector Undertaking (PSU)/ Urban Local Body (ULB)/ Private Limited Companies/Banks · Single Work Order valued Rs. 3.04 Crore OR · Two Work Orders each valued Rs. 1.90 Crore OR · Three Work Orders each valued Rs. 1.52 Crore "Similar work" means experience of 'cloud deployment at DC & DR and post deployment supports involving any three from below: · Installation, Commissioning, Configuration, backup, Restoration of backup, Data synchronization to DR, DR- drill  in DISCOMS (both private & Government Distribution Company)/Government Department/Public Sector Undertaking (PSU)/any other Govt. Organization/ Urban Local Body (ULB)/ Private Limited Companies/Banks.  The work "executed" mentioned above means the bidder should have achieved the criteria specified above even if the total contract is started earlier and/or is not completed / closed. However, the work executed / completed must include "Similar work" as above.  In case of orders under execution, the value of work executed till the date of opening of Techno-Commercial proposal as certified by the Client shall be considered. However, the work executed must include "Similar work" as above.
4	Eligibility Criteria for CSP: 1.1.2	The CSP should have managed or managing the IT infrastructure for Data Centre /Cloud services (which involves SAP in HANA DB) to at least 1 client in India during last 3 years from the originally scheduled date of bid opening (i.e., date of bid opening as per NIT).	We understand that the required experience for this clause need not necessarily be on the "proposed cloud or proposed Data Centre". Kindly confirm if our understanding is correct.	Yes
5	Eligibility Criteria for CSP: 1.1.3	Bidder should have at least two current Cloud hosting customers/clients for SAP application with minimum 250 ECC users at DC & DR infrastructure as on originally scheduled date of bid opening.	We understand that the required experience for this clause need not necessarily be on the "proposed cloud or proposed Data Centre". Kindly confirm if our understanding is correct.	Yes
6	Eligibility Criteria for CSP: 1.1.8	DC and DR shall be from same CSP. Supporting Document:  Undertaking Deployment plan with complete address of data centers and confirmation that proposed data centers are from same CSP.	Deployment Plan is usually not a part of Eligibility Criteria, the same may be submitted as a part of Technical Proposal. Our understanding is that only an Undertaking/Self-Declaration shall be acceptable as supporting document. Kindly confirm.	<b>Clarified as:</b>  DC and DR shall be from same CSP.  Supporting Document: Undertaking with High level Deployment plan with complete address of data centers and confirmation that proposed data centers are from same CSP.
7	Qualification Requirements of CSP - 1.1.8	The DC & DR should be in different seismic zones.	Please change this clause to DC & DR should be 100 Kms apart as per MIETY guidelines	<b>Amended as:</b>  The distance between DC and DR is must be minimum 100 kilometers

Sr. No	RFP Clause No	RFP Clause	Clarification	Clarified as/Amended as
8	Part-A (Bid Data Sheet) of Section-4, ITB 2.16 and Qualifying Requirements	Consortium or Joint Venture is not allowed for the subject tender	Kindly clarify Consortium or Joint Venture is allowed or not, since, many other sections of RFP refers clause for consortium or Joint Venture from which it seems Consortium is allowed.	<b>Clarified as:</b> Consortium or Joint Venture is not allowed for the subject tender
9	Section-4 Part – B (QR) Eligibility and Qualifying Requirements (Cloud Service-QR) A. Eligibility Criteria for CSP: SI No 1.2.3 and A. Eligibility Criteria for CSP: SI No 1.3.3	The net worth of the bidder in immediate last financial year should be less than 100% of paid-up share capital. Net worth of partnership Net Worth may be considered negative in case closing capital of immediately preceding year is less than average closing capital of previous 3 financial years including immediate preceding year.	Requesting additional Clarity incase of Network Calculation for Private/LLP Firms	<b>Clarified as:</b> Provisions of RfP is amply clear
10	Section-4 Part – B (QR), Page 13 of QR Relation With CSP: S No 1.2.1	<b><u>Documents to be Submitted for Compliance by the Bidders:</u></b>  CSP Authorization Certificate	Requesting additional Clarity incase of Network Calculation for Private/LLP Firms	<b>Clarified as:</b> Documents to be Submitted for Compliance by the Bidders:  CSP Authorization Certificate <b>as per the format attached as Attachment-12A to the First Envelope Bid Form.</b>
11	Section-4 Part – B Eligibility Criteria for CSP: S No 1.2.3	Net worth of partnership Net Worth may be considered negative in case closing capital of immediately preceding year is less than average closing capital of previous 3 financial years including immediate preceding year.	Please clarify the word "Partnership" in this clause. Kindly amend the statement if required.	<b>Clarified as:</b> Please refer Clause at S. No.1, Page 1 of QR
12	1.1.7	Managed Services: Technical support office should be within India and services shall be provided by bidder only. Note: Outsourcing of support services shall not be allowed. Managed Services: Technical support office	Can be outsourcing is restricted certain region or all the services	<b>Clarified as:</b> No change All managed services shall be provided by the bidder. No Outsourcing is allowed
13	Section-4 Part – B (QR), Eligibility and Qualifying Requirements (Cloud Service-QR) <b>A. Eligibility Criteria for CSP: SI No 4</b>	MeitY Empanelment: CSP shall provide DC & DR through private cloud / government community cloud at MeitY Empanelled and audited data center (as per current list). <b>Document to be submitted</b> Copies of valid MeitY empanelment Certificate along with STQC audit certificates for GCC/Data Center (DC) as per current list.	Kindly Consider STQC certified Bidder with Meity Empanelment- in- Process with provision of readiness of the same by the Bidder before Initiation of Contract Award process.	<b>Clarified as:</b> No change
14	Section-4 Part – B (QR) Eligibility and Qualifying Requirements (Cloud Service-QR) <b>A. Eligibility Criteria for MSP: SI No 4</b>	MeitY Empanelment: CSP shall provide DC & DR through private cloud /government community cloud at MeitY Empanelled and audited data center (as per current list). <b>Document to be submitted</b> Copies of valid MeitY empanelment Certificate along with STQC audit certificates for GCC/Data Center (DC) as per current list.	Kindly Consider STQC certified Bidder with Meity Empanelment -in-Process with provision of readiness of the same by the Bidder before Initiation of Contract Award process.	<b>Clarified as:</b> No change

Sr. No	RFP Clause No	RFP Clause	Clarification	Clarified as/Amended as
15	Page No. 102, Eligibility Criteria for CSP, Clause No. 1.1.1	“Similar work” means experience of ‘cloud deployment at DC & DR and post deployment supports involving any three from below: <input type="checkbox"/> Installation <input type="checkbox"/> Commissioning, <input type="checkbox"/> Configuration <input type="checkbox"/> backup <input type="checkbox"/> Restoration of backup <input type="checkbox"/> Data synchronization to DR, <input type="checkbox"/> DR- drill in DISCOMS (both private & Government Distribution Company)/Government Department/Public Sector Undertaking (PSU)/any other Govt. Organization/ Urban Local Body (ULB)/ Private Limited Companies.	Installation, Commissioning and Configuration are typically not a part of post deployment support. Kindly review and amend the clause as appropriate.	<b>Clarified as:</b>  No change
16	Page No. 102, Eligibility Criteria for CSP, Clause No. 1.1.1	“Similar work” means experience of ‘cloud deployment at DC & DR and post deployment supports involving any three from below: <input type="checkbox"/> Installation <input type="checkbox"/> Commissioning, <input type="checkbox"/> Configuration <input type="checkbox"/> backup <input type="checkbox"/> Restoration of backup <input type="checkbox"/> Data synchronization to DR, <input type="checkbox"/> DR- drill in DISCOMS (both private & Government Distribution Company)/Government Department/Public Sector Undertaking (PSU)/any other Govt. Organization/ Urban Local Body (ULB)/Private Limited Companies.	Kindly amend the deifinition of Similar Work as:  cloud deployment at DC OR DR and post deployment supports involving any three from below.....	<b>Clarified as:</b>  No change
17	Page No. 102, Eligibility Criteria for CSP, Clause No. 1.1.1	“Similar work” means experience of ‘cloud deployment at DC & DR and post deployment supports involving any three from below: <input type="checkbox"/> Installation <input type="checkbox"/> Commissioning, <input type="checkbox"/> Configuration <input type="checkbox"/> backup <input type="checkbox"/> Restoration of backup <input type="checkbox"/> Data synchronization to DR, <input type="checkbox"/> DR- drill in DISCOMS (both private & Government Distribution Company)/Government Department/Public Sector Undertaking (PSU)/any other Govt. Organization/ Urban Local Body (ULB)/ Private Limited Companies.	Please confirm if similar experience of "Cloud Deployment" here means only the "Proposed Cloud" or can it be experience of cloud from any Cloud Service Provider?	<b>Clarified as:</b>  No Change

Sr. No	RFP Clause No	RFP Clause	Clarification	Clarified as/Amended as
18	Page No. 102, Eligibility Criteria for CSP, Clause No. 1.1.1	“Similar work” means experience of ‘cloud deployment at DC & DR and post deployment supports involving any three from below: <input type="checkbox"/> Installation <input type="checkbox"/> Commissioning, <input type="checkbox"/> Configuration <input type="checkbox"/> backup <input type="checkbox"/> Restoration of backup <input type="checkbox"/> Data synchronization to DR, <input type="checkbox"/> DR- drill in DISCOMS (both private & Government Distribution Company)/Government Department/Public Sector Undertaking (PSU)/any other Govt. Organization/ Urban Local Body (ULB)/ Private Limited Companies.	Can the DC & DR for this experience criteria be from 2 separate CSPs or both DC & DR should be from same CSP? Please confirm.	<b>Clarified as:</b>  No Change
19	Page No. 103, Eligibility Criteria for CSP, Clause No. 1.1.1	The work “executed” mentioned above means the bidder should have achieved the criteria specified above even if the total contract is started earlier and/or is not completed / closed. However, the work executed /completed must include “Similar work” as above. In case of orders under execution, the value of work executed till the date of opening of Techno-Commercial proposal as certified by the Client shall be considered. However, the work executed must include “Similar work” as above.	Kindly allow the bidder the option to submit a Chartered Accountant’s Certificate as evidence of "Executed Value"	<b>Clarified as:</b>  No Change
20	Page No. 103, Eligibility Criteria for CSP, Clause No. 1.1.3	Bidder should have at least two current Cloud hosting customers/clients for SAP application with minimum 250 ECC users at DC & DR infrastructure as on originally scheduled date of bid opening.	Kindly amend the criteria as:  Bidder should have at least ONE current Cloud hosting customer/client for SAP application with minimum 150 ECC users at DC / DR infrastructure as on originally scheduled date of bid opening.	<b>Clarified as:</b>  No change
21	Page No. 103, Eligibility Criteria for CSP, Clause No. 1.1.3	Bidder should have at least two current Cloud hosting customers/ clients for SAP application with minimum 250 ECC users at DC & DR infrastructure as on originally scheduled date of bid opening.	Can the DC & DR for this experience criteria be from 2 separate CSPs? E.g. DC or CSP 1 and DR on CSP 2. Please confirm.	<b>Clarified as:</b>  No change
22	Page No. 100 to 115, All Eligibility Criteria for CSP & MSP	Additional Clause Request	Kindly add the following Clause to be applicable for all eligibility & technical scoring criteria:  "In case of corporate restructuring involving Business Transfer, all the Qualifying Requirements / Eligibility Criteria (or any other criteria pertaining to bidder's credentials/resources) can be met by the bidding entity itself, or by the bidding entity's parent company (if the bidding entity is 100% owned subsidiary of the parent company) or by its 100% owned fellow subsidiary company. Supporting documents of the parent company's / fellow subsidiary company's credentials/resources shall be acceptable for all the Eligibility & Technical Scoring Criteria and any other criteria requiring bidder's credentials to qualify."	<b>Clarified as:</b>  No change

Sr. No	RFP Clause No	RFP Clause	Clarification	Clarified as/Amended as
23	Section-4 Part – B (QR) - A. Eligibility Criteria for CSP.; Clause No. 4, Page No. 101	MeitY Empanelment: MSP shall provide the documentary evidence from the CSP that they shall provide DC & DR through private cloud / government community cloud at MeitY empanelled and audited data center.	Kindly allow CSP whose MEITY empanlement is under progress in this criteria. Suggested Clause is : "MeitY Empanelment: MSP shall provide the documentary evidence from the CSP that they shall provide DC & DR through private cloud / government community cloud at MeitY empanelled and audited data center OR <b>applied for MEITY Empanelment (Self Certificate on Letter head should be submitted for such scenario).</b> "	<b>Clarified as:</b>  No Change
24	Section-4 Part – B (QR) - A. Qualifying Requirements for CSP.; Clause No. 1.1.1, Page No. 102	Documentary evidence shall be furnished along with the bid. Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreement/ purchase order along with copies of any document in respect of satisfactory execution/ completion certificate of each of those purchase orders/ work orders such as (i) Successful completion (OR) (ii) any other documentary evidences that can substantiate the successful execution of each of the purchase order/ work order submitted.	Kindly make submission of work order as optional document and allow submission of Client certificate as sufficient document in the criteria. Suggested Criteria is : "Documentary evidence shall be furnished along with the bid. Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreement/ purchase order <del>along with copies of any document in respect of /satisfactory execution/ completion certificate/</del> <b>Client Certificate with Value of each of those purchase orders/ work orders such as</b> (i) Successful completion (OR) (ii) <del>any other documentary evidences that can substantiate the successful execution of each of the purchase order/ work order submitted."</del>	<b>Clarified as:</b>  No Change
25	Section-4 Part – B (QR) - A. Qualifying Requirements for CSP: Clause No. 1.1.1, Page No. 102	Work orders along with its evidence for successful completion / execution shall be from any "DISCOMS (both private & Government Distribution Company)/ Government Department/Public Sector Undertaking (PSU)/any other Govt. Organization/ Urban Local Body (ULB)/ Private Limited Companies. "Successful means certificate issued by the client without any adverse remarks".	Kindly make submission of work order as optional document and allow submission of Client certificate as sufficient document in the criteria. Suggested Criteria is : "Work orders <del>along with its OR</del> evidence for successful completion / execution/ <b>Client Certificate</b> with shall be from any "DISCOMS (both private & Government Distribution Company)/ Government Department/Public Sector Undertaking (PSU)/any other Govt. Organization/ Urban Local Body (ULB)/ Private Limited Companies. "Successful means certificate issued by the client without any adverse remarks"	<b>Clarified as:</b>  No Change
26	Section-4 Part – B (QR) - A. Qualifying Requirements for CSP.; Clause No. 1.1.2, Page No. 103	The CSP should have managed or managing the IT infrastructure for Data Centre /Cloud services (which involves SAP in HANA DB) to at least 1 client in India during last 3 years from the originally scheduled date of bid opening (i.e., date of bid opening as per NIT).	Request you to remove the mandate of SAP and HANA from the criteria and keep it open, as you are aware we are new entrant in the industry and SAP & HANA related cloud experience resides only with very limited players in India. Also, kindly allow non SAP experience in the criteria. Suggested Clause is : "The CSP should have managed or managing the IT infrastructure for Data Centre /Cloud services (which involves SAP in HANA DB or <b>non SAP</b> ) to at least 1 client in India during last 3 years from the originally scheduled date of bid opening (i.e., date of bid opening as per NIT)."	<b>Clarified as:</b>  No Change



Sr. No	RFP Clause No	RFP Clause	Clarification	Clarified as/Amended as
27	Section-4 Part – B (QR) - A. Qualifying Requirements for CSP; Clause No. 1.1.2, Page No. 103	Certificate from Client and Purchase Orders / Work Orders / Contract Agreement along with completion certificate/proof of successful execution /or any other documentary evidence which substantiate the requirement. For running contract proof of execution till the specified date shall be furnished duly certified by the Client	Kindly make submission of work order as optional document and allow submission of Client certificate as sufficient document in the criteria. Suggested Criteria is : "Certificate from Client/ <del>and</del> Purchase Orders / Work Orders / Contract Agreement along with completion certificate/proof of successful execution /or any other documentary evidence which substantiate the requirement. For running contract proof of execution till the specified date shall be furnished duly certified by the Client"	<b>Clarified as:</b>  No Change
28	Section-4 Part – B (QR) - A. Qualifying Requirements for CSP; Clause No. 1.1.3, Page No. 103	Bidder should have at least two current Cloud hosting customers/ clients for SAP application with minimum 250 ECC users at DC & DR infrastructure as on originally scheduled date of bid opening.	Request you to remove the mandate of SAP and HANA from the criteria and keep it open, as you are aware we are new entrant in the industry and SAP & HANA related cloud experience resides only with very limited players in India. Also, kindly allow non SAP experience in the criteria. Suggested Clause is : "Bidder should have at least two current Cloud hosting customers/clients for SAP <del>or non-SAP</del> application with minimum 250 ECC users at DC & DR infrastructure as on originally scheduled date of bid opening."	<b>Clarified as:</b>  No Change
29	Section-4 Part – B (QR) - A. Qualifying Requirements for CSP; Clause No. 1.1.3, Page No. 103	Certificate from Client and Purchase Orders / Work Orders / Contract Agreement establishing the specified contract.	Kindly make submission of work order as optional document and allow submission of Client certificate as sufficient document in the criteria. Suggested Criteria is : "Certificate from Client <del>and</del> / Purchase Orders / Work Orders / Contract Agreement establishing the specified contract.	<b>Clarified as:</b>  No Change
30	Section-4 Part – B (QR) - A. Qualifying Requirements for CSP; Clause No. 1.1.4, Page No. 104	Cloud Service Provider's DC & DR should be ISO 9001, ISO 27001, SOC1, SOC2, TIA 942 Tier 3 and PCI DSS certified as on originally scheduled date of bid opening.	Request you to remove the mandate of PCI DSS from the criteria and keep it open, as you are aware we are new entrant in the industry. Suggested Clause is : "Cloud Service Provider's DC & DR should be ISO 9001, ISO 27001, SOC1, SOC2, TIA 942 Tier 3 <del>and PCI DSS</del> certified as on originally scheduled date of bid opening."	<b>Clarified as:</b>  No Change
31	Section-4 Part – B (QR) - A. Qualifying Requirements for CSP; Clause No. 1.1.5, Page No. 104	Offered cloud/VMs must be certified for hosting SAP application & HANA DB, as on originally scheduled date of bid opening.	Request you to remove the mandate of SAP and HANA from the criteria and keep it open, as you are aware we are new entrant in the industry and SAP & HANA related cloud experience resides only with very limited players in India. Also, kindly allow non SAP experience in the criteria. Suggested Clause is : "Offered cloud/VMs must be certified for hosting SAP application & HANA DB <u><b>OR non-SAP application</b></u> , as on originally scheduled date of bid opening."	<b>Clarified as:</b>  No Change
32	Section-4 Part – B (QR) - A. Eligibility Criteria for MSP; Clause No. 4, Page No. 108	MeitY Empanelment: MSP shall provide the documentary evidence from the CSP that they shall provide DC & DR through private cloud / government community cloud at MeitY empanelled and audited data center.	Kindly allow CSP whose MEITY empanelment is under progress in this criteria. Suggested Clause is : "MeitY Empanelment: MSP shall provide the documentary evidence from the CSP that they shall provide DC & DR through private cloud / government community cloud at MeitY empanelled and audited data center <u><b>OR applied for MEITY Empanelment (Self Certificate on Letter head should be submitted for such scenario)</b></u> ."	<b>Clarified as:</b>  No Change

Sr. No	RFP Clause No	RFP Clause	Clarification	Clarified as/Amended as
33	Section-4 Part – B (QR) - B. Qualifying Requirements for MSP., Clause No. 1.1.1, Page No. 109	Documentary evidence shall be furnished along with the bid. Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreement/ purchase order along with copies of any document in respect of satisfactory execution/ completion certificate of each of those purchase orders/ work orders such as (i) Successful completion (OR) (ii) any other documentary evidences that can substantiate the successful execution of each of the purchase order/ work order submitted.	Kindly make submission of work order as optional document and allow submission of Client certificate as sufficient document in the criteria. Suggested Criteria is : "Documentary evidence shall be furnished along with the bid. Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreement/ purchase order <del>along with copies of any document in respect of</del> /satisfactory execution/ completion certificate/ <b>Client Certificate with Value of each of those purchase orders/ work orders such as-</b> (i) Successful completion (OR) (ii) any other documentary evidences that can substantiate the successful execution of each of the purchase order/ work order submitted."	<b>Clarified as:</b>  No Change
34	Section-4 Part – B (QR) - B. Qualifying Requirements for MSP., Clause No. 1.1.1, Page No. 109	Work orders along with its evidence for successful completion / execution shall be from any "DISCOMS (both private & Government Distribution Company)/ Government Department/Public Sector Undertaking (PSU)/any other Govt. Organization/ Urban Local Body (ULB)/ Private Limited Companies. "Successful means certificate issued by the client without any adverse remarks".	Kindly make submission of work order as optional document and allow submission of Client certificate as sufficient document in the criteria. Suggested Criteria is : "Work orders <del>along with its OR</del> evidence for successful completion / execution/ <b>Client Certificate</b> with shall be from any "DISCOMS (both private & Government Distribution Company)/ Government Department/Public Sector Undertaking (PSU)/any other Govt. Organization/ Urban Local Body (ULB)/ Private Limited Companies. "Successful means certificate issued by the client without any adverse remarks"	<b>Clarified as:</b>  No Change
35	Section-4 Part – B (QR) - B. Qualifying Requirements for MSP., Clause No. 1.1.2, Page No. 110	The MSP should have managed or managing the IT infrastructure for Data Centre /Cloud services (which involves SAP in HANA DB) to at least 1 client in India during last 3 years from the originally scheduled date of bid opening (i.e., date of bid opening as per NIT).	Request you to remove the mandate of SAP and HANA from the criteria and keep it open, as you are aware we are new entrant in the industry and SAP & HANA related cloud experience resides only with very limited players in India. Also, kindly allow non SAP experience in the criteria. Suggested Clause is : "The MSP should have managed or managing the IT infrastructure for Data Centre /Cloud services (which involves SAP in HANA DB or <b>non SAP</b> ) to at least 1 client in India during last 3 years from the originally scheduled date of bid opening (i.e., date of bid opening as per NIT)."	<b>Clarified as:</b>  No Change
36	Section-4 Part – B (QR) - B. Qualifying Requirements for MSP., Clause No. 1.1.2, Page No. 110	Certificate from Client and Purchase Orders / Work Orders / Contract Agreement along with completion certificate/proof of successful execution /or any other documentary evidence which substantiate the requirement. For running contract proof of execution till the specified date shall be furnished duly certified by the Client	Kindly make submission of work order as optional document and allow submission of Client certificate as sufficient document in the criteria. Suggested Criteria is : "Certificate from Client/ <del>and</del> Purchase Orders / Work Orders / Contract Agreement along with completion certificate/proof of successful execution /or any other documentary evidence which substantiate the requirement. For running contract proof of execution till the specified date shall be furnished duly certified by the Client"	<b>Clarified as:</b>  No Change



Sr. No	RFP Clause No	RFP Clause	Clarification	Clarified as/Amended as
37	Section-4 Part – B (QR) - B. Qualifying Requirements for MSP:, Clause No. 1.1.3, Page No. 111	Bidder should have at least two current Cloud hosting customers/ clients for SAP application with minimum 250 ECC users at DC & DR infrastructure as on originally scheduled date of bid opening.	Request you to remove the mandate of SAP and HANA from the criteria and keep it open, as you are aware we are new entrant in the industry and SAP & HANA related cloud experience resides only with very limited players in India. Also, kindly allow non SAP experience in the criteria. Suggested Clause is: "Bidder should have at least two current Cloud hosting customers/clients for SAP <b>or non SAP</b> application with minimum 250 ECC users at DC & DR infrastructure as on originally scheduled date of bid opening."	<b>Clarified as:</b>  No Change
38	Section-4 Part – B (QR) - B. Qualifying Requirements for MSP:, Clause No. 1.1.3, Page No. 111	Certificate from Client and Purchase Orders / Work Orders / Contract Agreement establishing the specified contract.	Kindly make submission of work order as optional document and allow submission of Client certificate as sufficient document in the criteria. Suggested Criteria is : "Certificate from Client <del>and</del> / Purchase Orders / Work Orders / Contract Agreement establishing the specified contract.	<b>Clarified as:</b>  No Change
39	Section-4 Part – B (QR) - B. Qualifying Requirements for MSP:, Clause No. 1.1.4, Page No. 111	Cloud Service Provider's DC & DR should be ISO 9001, ISO 27001, SOC1, SOC2, TIA 942 Tier 3 and PCI DSS certified as on originally scheduled date of bid opening.	Request you to remove the mandate of PCI DSS from the criteria and keep it open, as you are aware we are new entrant in the industry. Suggested Clause is : "Cloud Service Provider's DC & DR should be ISO 9001, ISO 27001, SOC1, SOC2, TIA 942 Tier 3 <del>and PCI DSS</del> certified as on originally scheduled date of bid opening."	<b>Clarified as:</b>  No Change
40	Section-4 Part – B (QR) - B. Qualifying Requirements for MSP:, Clause No. 1.1.5, Page No. 111	Offered cloud/VMs must be certified for hosting SAP application & HANA DB, as on originally scheduled date of bid opening.	Request you to remove the mandate of SAP and HANA from the criteria and keep it open, as you are aware we are new entrant in the industry and SAP & HANA related cloud experience resides only with very limited players in India. Also, kindly allow non SAP experience in the criteria. Suggested Clause is : "Offered cloud/VMs must be certified for hosting SAP application & HANA DB <b>OR non-SAP application</b> , as on originally scheduled date of bid opening."	<b>Clarified as:</b>  No Change
41	Section-4, Technical Specifications, Page No. 116	Procurement of Private Cloud Service (Data Centre & Disaster Recovery Centre) for hosting SAP and Non-SAP applications for 5 years.	Can we propose Public Cloud Services (DC & DR)?	<b>Clarified as:</b>  No Change
42	Eligibility Criteria for CSP, Page No. 101	MeitY Empanelment: CSP shall provide DC & DR through private cloud / government community cloud at MeitY Empanelled and audited data center (as per current list) - Copies of valid MeitY empanelment Certificate along with STQC audit certificates for GCC/Data Center(DC) as per current list.	Requesting EESL to accept undertaking from authorized signatory from CSP regarding Meity Empanelment Certificate as the process of renewal of the empanelment of Meity Empanelment Certificate is underway by Meity & expected to be available before the award of teh contract.	<b>Clarified as:</b>  No Change
43	Qualification Requirements of CSP - 1.1.4, Page No. 104	Cloud Service Provider's DC & DR should be ISO 9001, ISO 27001, SOC1, SOC2, TIA 942 Tier 3 and PCI DSS certified as on originally scheduled date of bid opening.	Please include SOC3 certificate as well	<b>Clarified as:</b>  No Change
44	Compliance for cloud, Page No. 104	Offered cloud/VMs must be certified for hosting SAP application & HANA DB, as on originally scheduled date of bid opening	Since it is Cloud deployment the Correct statement should be "Offered VMs must be certified for hosting SAP application & HANA DB, as on originally scheduled date of bid & documentary proof from SAP Website should be provided)	<b>Clarified as:</b>  No Change
45	Relation with CSP, Page No. 112	MSP should be ISO 9001, ISO 27001, SOC1 and SOC2 Certified as on originally scheduled date of bid opening	SOC1/ SOC2 certificates are not applicable for MSP	<b>Clarified as:</b>  No Change

Sr. No	RFP Clause No	RFP Clause	Clarification	Clarified as/Amended as
46	Eligibility Criteria for CSP, Page No. 101	CSP shall provide DC & DR through private cloud /government community cloud at MeitY Empanelled and audited data center	MEITY refers to the Virtual Private cloud (VPC), hope you are referring to VPC as Private cloud	<b>Clarified as:</b>  No Change
47	Qualification Requirements of CSP - 1.1.4, Page No. 104	Cloud Service Provider's DC & DR should be ISO 9001, ISO 27001, SOC1, SOC2, TIA 942 Tier 3 and PCI DSS certified as on originally scheduled date of bid opening.	Request you to kindly Add CSP should be Web Content Accessibility 2.1 complied to ensure web content more accessible for people with disabilities	<b>Clarified as:</b>  No Change
48	Qualification Requirements of CSP - 1.1.4, Page No. 104	Cloud Service Provider's DC & DR should be ISO 9001, ISO 27001, SOC1, SOC2, TIA 942 Tier 3 and PCI DSS certified as on originally scheduled date of bid opening.	Request you to kindly add ISO 27701 :2019, Privacy Information Management. Since we understand the Privacy of the data is utmost importance to EESL so this is a must have certification	<b>Clarified as:</b>  No Change
49	Qualification Requirements of CSP - 1.1.4, Page No. 104	Cloud Service Provider's DC & DR should be ISO 9001, ISO 27001, SOC1, SOC2, TIA 942 Tier 3 and PCI DSS certified as on originally scheduled date of bid opening.	Request you to kindly add ISO 22301:2012, the ISO standard for management systems that help ensure business continuity.it is the standard for business continuity, and certification demonstrates conformance to rigorous practices to prevent, mitigate, respond to, and recover from disruptive incidents. Since business continuity is an essential requirement for EESL so this is a must have certification	<b>Clarified as:</b>  No Change
50	Qualification Requirements of CSP - 1.1.4, Page No. 104	Cloud Service Provider's DC & DR should be ISO 9001, ISO 27001, SOC1, SOC2, TIA 942 Tier 3 and PCI DSS certified as on originally scheduled date of bid opening.	request you to kindly add PCI 3DS as well - The PCI 3DS Core Security Standard provides a framework for these critical EMV 3DS functions to implement security controls that support the integrity and confidentiality of 3DS transactions. The standard applies to entities that perform or provide these functions (3DSS, DS, and ACS)	<b>Clarified as:</b>  No Change
51	Qualification Requirements of CSP - 1.1.4, Page No. 104	Cloud Service Provider's DC & DR should be ISO 9001, ISO 27001, SOC1, SOC2, TIA 942 Tier 3 and PCI DSS certified as on originally scheduled date of bid opening.	Request you to kindly add ISO 37001 -It is an international anti-bribery standard that specifies requirements and provides guidance for establishing, measuring, maintaining, reviewing and improving an anti-bribery management system	<b>Clarified as:</b>  No Change
52	Eligibility and Qualifying Requirements (Cloud Service-QR), Section-4 Part – B (QR), Page No.1	MeitY Empanelment: CSP shall provide DC & DR through private cloud / government community cloud at MeitY Empanelled and audited data center (as per current list).	As per MeitY's guidelines, Govt departments are required to host workloads on Govt Community Cloud. (GCC), as GCC has certain guidelines laid by MeitY and audited by STQC, thus ensuring Govt departments about Data Governance, Access to Datacenter for Audit purpose.	<b>Clarified as:</b>  No Change
53	Eligibility and Qualifying Requirements, Section-4 (Part – B)	Bidders should have an Average Annual Turnover (ATO) of Rs. 1.14 Crore during the last 3 Financial Years.  Note: It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of ATO and Net worth the audited financial figures as available shall be considered, however, in case of ATO for less than 3 years the Financial figures for available years shall be averaged out for 3 years (i.e. total available Turnover shall be divided by 3) for Financial QR compliance.	Pls confirm the Average annual Turnover (ATO), it is mentioned 1.14 cr during the last 3 financial year. For this size of bid it should be 400 cr annual turnover.	<b>Clarified as:</b>  No Change
54	Eligibility and Qualifying Requirements, Section-4 (Part – B)	Offered cloud/VMs must be certified for hosting SAP application & HANA DB, as on originally scheduled date of bid opening.	SAP certified in Hosting operations, SAP certified in SAP HANA operations, SAP certified, in cloud and Infrastructure Operations.	<b>Clarified as:</b>  No Change

Sr. No	RFP Clause No	RFP Clause	Clarification	Clarified as/Amended as
55	Eligibility and Qualifying Requirements, Section-4 (Part – B)	<p>Bidder shall have liquid assets (LA) or / and evidence of access to or availability of credit facilities of not less than Rs. 95 Lakhs.</p> <p>(Balance Sheet of immediate last financial year would be considered for this calculation.)</p> <p>Note: The LA for the bidder shall be calculated from the Audited Financial Statement as per the following:</p> <p>L.A= [Current Assets- Inventory]</p>	For this size bid of bid the LA should not be less than 5 cr.	<p><b>Clarified as:</b></p> <p>No Change</p>
56	B. Qualifying Requirements for MSP: 1.1 Technical experience	<p>Bidder should have successfully executed / completed 'Similar work' in the last 3 years, as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT) in DISCOMS (both private &amp; Government Distribution Company) /Government Department/ Public Sector Undertaking (PSU)/ Urban Local Body (ULB)</p> <p>· Single Work Order valued Rs. 3.04 Crore OR</p> <p>· Two Work Orders each valued Rs. 1.90 Crore OR</p> <p>· Three Work Orders each valued Rs. 1.52 Crore</p>	This is with reference to relevant experience asked in the clause, where in we request for experience of Parent company to be allowed here.	<p><b>Clarified as:</b></p> <p>No Change</p>
57	Section-4 Part – B (QR) - Eligibility and Qualifying Requirements, Clause No. 4, Page No. 9	<p>A. Eligibility Criteria for MSP MeitY Empanelment:</p> <p>Copies (of documents from CSP) of valid MeitY empanelment Certificate along with STQC audit certificates for GCC/Data Center(DC) as per current list.</p>	Request you to remove word current list.	<p><b>Clarified as:</b></p> <p>No Change</p>
58	Section-4 Part – B (QR) - Eligibility and Qualifying Requirements, Clause No. 1.1.2, Page No. 11	The MSP should have managed or managing the IT infrastructure for Data Centre /Cloud services (which involves SAP in HANA DB) to at least 1 client in India during last 3 years from the originally scheduled date of bid opening (i.e., date of bid opening as per NIT).	Request you to amend the clause as: The MSP should have managed or managing the IT infrastructure for Data Centre /Cloud services ( <b>which involves SAP</b> ) to at least 1 client in India during last 3 years from the originally scheduled date of bid opening (i.e., date of bid opening as per NIT). So, that other make in India CSPs can participate in such prestigious opportunity.	<p><b>Clarified as:</b></p> <p>No Change</p>
59	Section-4 Part – B (QR) - Eligibility and Qualifying Requirements, Clause No. 1.1.3, Page No. 12	Bidder should have at least two current Cloud hosting customers/clients for SAP application with minimum 250 ECC users at DC & DR infrastructure, as on originally scheduled date of bid opening.	Request you to amend the clause as: Bidder should have at least two current Cloud <b>hosting customers/clients for SAP application at DC &amp; DR infrastructure, as on</b> originally scheduled date of bid opening. So, that other make in India CSPs can participate in such prestigious opportunity.	<p><b>Clarified as:</b></p> <p>No Change</p>
60	Section-4 Part – B (QR) - Eligibility and Qualifying Requirements, Clause No. 1.1.4, Page No. 12	Cloud Service Provider's DC & DR should be ISO 9001, ISO 27001, SOC1, SOC2, TIA 942 Tier 3 and PCI DSS certified as on originally scheduled date of bid opening.	Request you to add few more certifications like ISO 14001, ISO 27017, ISO 27018, ISO 27701, SOC 1, SOC 2, SOC 3, ISO 22301, ISO 20000-1, ISO 20000-9	<p><b>Clarified as:</b></p> <p>No Change</p>

Sr. No	RFP Clause No	RFP Clause	Clarification	Clarified as/Amended as
61	Section-4 Part – B (QR) - Eligibility and Qualifying Requirements, Clause No. 1.1.5, Page No. 12	Offered cloud/VMs must be certified for hosting SAP application & HANA DB, as on originally scheduled date of bid opening.	Please amend clause as: Offered cloud/VMs must be certified for hosting SAP application/ <b>Cloud &amp; Infra Operations &amp; HANA DB/SAP HANA Operations</b> , as on originally scheduled date of bid opening. So, that other make in India CSPs can participate in such prestigious opportunity.	<b>Clarified as:</b>  No Change
62	Section-4 Part – B (QR) - Eligibility and Qualifying Requirements, Clause No. 1.2.2, Page No. 13	MSP should have expert/premium/ platinum/topmost partnership with the proposed CSP and previous continuous association with the CSP for at least 3 Years from the originally scheduled date of bid opening (i.e., date of bid opening as per NIT).	Please allow MAF from the CSP and any level of partnership with CSP.	<b>Clarified as:</b>  No Change
63	Section-4 Part – B (QR) - Eligibility and Qualifying Requirements, Clause No. 1.2.3, Page No. 13	MSP should be ISO 9001, ISO 27001, SOC1 and SOC2 Certified as on originally scheduled date of bid opening. Certification under process will not be considered.	Please add SOC3 here too.	<b>Clarified as:</b>  No Change
64	_____	_____	<p>Compliances and Certifications</p> <p>As part of the empanelment process, MeitY has mandated CSPs to have following certifications.</p> <p>1. ISO 27001:2013 – Information security management systems requirements (Data Centre and the Cloud Services should be certified for the ISO 27001 standard)</p> <p>2. ISO 20000:1 - Service management system requirements (NOC and SOC offered for the Data centre and the managed services quality should be certified for ISO 20000:1)</p> <p>3. ISO 27017 - Code of practice for information security controls based on ISO/IEC 27002 for Cloud Services</p> <p>4. ISO 27018 - Code of practice for protection of Personally Identifiable Information (PII) in Public Clouds acting as PII processors</p> <p>5. TIA-942-B / UPTIME (Tier III or higher) – Data centre standard covering site space and layout, cabling infrastructure, tiered reliability and environmental considerations.</p> <p>6. The bidder shall provide Payment Card Industry Data Security Standard (PCI DSS) compliant technology infrastructure for storing, processing, and transmitting payment related information in the Cloud. This standard is required if the transactions involve credit card payments.</p>	<b>Clarified as:</b>  No change Refer Eligibility Criteria and Qualifying Requirements for more clarity
65	_____	_____	<p>Compliance for Cloud (DC &amp; DR)</p> <p>DC and DR land should be owned by the CSP or on lease agreement. Bidder shall ensure that lease/ownership remain valid upto contract period.</p> <p>MSP should be ISO 9001, ISO 27001, SOC1 and SOC2 Certified as on originally scheduled date of bid opening. Certification under process will not be considered.</p>	

Annexure-B				
NIT/Bid Document No.: EESL/06/2022-23/OTE/Cloud Service/ 222310010 dated: 25/10/2022 Name of the Tender/Package: Procurement of Cloud Service (Data Centre & Disaster Recovery Centre) for hosting SAP and Non-SAP applications for 5 years.				
Sr. No	RFP Clause No	RFP Clause	Clarification	Clarified as/Amended as
1	Annexure-III	SOC Services	Please share the details of security services in SoC Services	<b>Clarified as:</b> Monitor, prevent, detect, investigate and respond to cyber threats around the clock
2	Annexure-III	Migration Services	Current Landscape details including server, OS, Databases, Storage, Network and Backup	<b>Clarified as:</b> Refer scope of work mentioned in Section - 4 (Part-C) and amendments.
3	Annexure-III	WAF & DDOS	WAF and DDOS services sizing and scope	<b>Clarified as:</b> WAF for Non-SAP environment and DDOS for complete environment
4	6	The Bidder shall comply with the Purchaser's IT Policy.	Client should provide details of purchasers IT policy and expected deliverables	<b>Clarified as:</b> Will be shared after awarding contract
5	Part C Page 116	Within 4 (Four) Weeks from the date of Notification of Award.	Request to keep this timeline to be decided based on mutual agreement post award of contract. In case of bought out components from OEM / ISVs, delivery timelines are substantially delayed post the recent pandemic.	<b>Clarified as:</b> Refer amendment
6	E. Associated Services Page 120	5. Dedicated Internal & external firewalls at DC/DR.	Request to share the throughput requirements for both firewalls, VPN connections required at the external firewall and any additional feature required.	<b>Clarified as:</b> <ul style="list-style-type: none"> <li>• Firewall throughput - 11 Gbps,</li> <li>• Throughput With Full security implementation - 1.3 Gbps</li> <li>• Throughput With Next Gen Threat Protection - 3 Gbps</li> <li>• Throughput With IPS - 3 Gbps</li> </ul>
7	E. Associated Services Page 120	6. Web Application Firewall (WAF) at DC/DR	Request to share the throughput requirements and any additional feature required.	<b>Clarified as:</b> 2 Gbps
8	E. Associated Services Page 120	8. Backup and archival services.	Kindly share the source data size, daily incremental data size and backup retention policy	<b>Clarified as:</b> Backup policy will be formulated jointly, for details, refer to page no 8 of section 4 (Part-C).
9	E. Associated Services Page 120	9. VPN IDs for secure connections.	Kindly confirm if these are client to site VPNs	<b>Clarified as:</b> Yes
10	E. Associated Services Page 120	13. Offsite Support	Since "Advanced monitoring and SLA based premium managed services.", is this a repetition or is there a separate ask for offsite support. If yes, request to share the profile and skillset of this resource and the count of resources required in each shift.	<b>Clarified as:</b> Bidder shall provide SLA based premium managed services by means of offsite/onsite support.
11	E. Associated Services Page 120	15. Migration Support	Please share exact scope of migration along with OS versions, DB versions, size of data to be migrated and connectivity options to existing setup.	<b>Clarified as:</b> Refer scope of work mentioned in Section - 4 (Part-C) and amendments.

12	E. Associated Services Page 120	16. Rack space and power supply at DC and DR	Please share space and power requirement. Also mention if the devices will have dual power supplies for redundancy.	<b>Clarified as:</b>  2U with dual power supply for hosting third party Equipment (router, mux, cross connect) for MPLS
13	E. Associated Services Page 120	17. Active directory configuration, migration and management	Please share the count of AD servers in each site and also the current deployment architecture of AD	<b>Clarified as:</b>  AD (1) & ADC (3) at DC, DR & EESL Office
14	4. SCOPE OF WORK Page 122	Virtual Machines offered should be with the latest generation processor offered by the processor OEM.	Request to remove this clause as it will limit bidder to quote from quoting cost optimized solutions	<b>Clarified as:</b>  Virtual Machines offered should be with the latest generation processor (not older than year 2020) offered by the processor OEM.
15	4. SCOPE OF WORK - (iv) Backup Solution Page 123	Supplied storage shall have all capabilities like Volume Snapshot capability etc. from day one to achieve the above.	Request to have storage features excluded from backup specifications since backup solutions may be able to achieve the expected functionality besides what is available as part of storage subsystems	No change
16	Page 132 9. Service Levels		Request to relax S1 response to 30 mins and resolution to 4 hours, S2 response to 60 mins and resolution to 8 hours, S3 response to 90 mins and resolution to 36 hours, S4 response to 90 mins and resolution to 36 hours	No change
17	10. Onsite Resource Page 137	MCA/B-Tech	Request to allow multiple technical qualifications like 'MCA / BCA / B-Tech / BE / BSc (IT) / Equivalent'	No change
18		General	Please share a high-level deployment architecture of both DC and DR	<b>Clarified as:</b>  Will be shared after awarding contract
19		General Queries	In relation to DR drills, do we charge extra for each DR drill happening?	<b>Clarified as:</b>  Refer scope of work mentioned in Section - 4 (Part-C)
20		General Queries	How many users are using the landscape defined ? (SAP – 50 VMs in DC, 17 VMs in DR; Non-SAP – 25 VMs in DC, 21 VMs in DR)	<b>Clarified as:</b>  Provisions of RfP is amply clear
21		General Queries	Kindly define the SAP version	<b>Clarified as:</b>  Provisions of RfP is amply clear ECC 6 EHP 8 on HANA DB. Planned to upgrade S4 HANA in future
22		General Queries	Please specify if model of outsourcing of SAP Migration and Support services can be considered?	No change
23	Part-C	Additional Query	Is current DC and DR on Cloud or On Premise? If Cloud, then which CSP?	<b>Clarified as:</b>  Currently on private cloud
24	Part-C	Additional Query	Where are DC and DR situated?	<b>Clarified as:</b>  Mumbai & Bengaluru
25	Part-C	Additional Query	What are the RTO and RPO requirement?	<b>Clarified as:</b>  RPO should be less than or equal to 30 minutes and RTO shall be less than or equal to 4 hours. The key transaction data shall have RPO of 15 minutes
26	Part-C	Additional Query	How many hours will the VMs run per day?	<b>Clarified as:</b>  24X7



27	Part-C	Additional Query	How many hours will the VMs in DC run per day?	<b>Clarified as:</b> 24X7
28	Part-C	Additional Query	How many hours will the VMs in DR run per day?	<b>Clarified as:</b> 24X7
29	Part-C, 3. Bill of Quantity, E, point-4	P2P link for DC/DR replication.	Please elaborate.	<b>Clarified as:</b> P2P link for replication between DC & DR
30	Part-C, 3. Bill of Quantity, E, point-6	Web Application Firewall (WAF) at DC/DR.	Is CSP managed Firewall required or a 3rd party Firewall?	<b>Clarified as:</b> Shall be managed by bidder
31	Part-C, 3. Bill of Quantity, E, point-6	Backup and Archival Services	What are the Backup and Retention Policies?	<b>Clarified as:</b> Backup policy will be formulated jointly, for details, refer to page no 8 of section 4 (Part-C).
32	Part-C, 3. Bill of Quantity, E, point-6	Web Application Firewall (WAF) at DC/DR.	What is the requirement of WAF at DR?	<b>Clarified as:</b> Shall be utilised incase of DR made live
33	Part-C, 3. Bill of Quantity, E, point-9	VPN IDs for secure connection	Please provide the number of Site to Site connections required and the number of remote users for VPN.	<b>Clarified as:</b> VPN is required for remote users
34	Part-C, 3. Bill of Quantity, E, point-10	Professional AntiVirus	Any specific AntiVirus is preferred or any AntiVirus can be considered?	<b>Clarified as:</b> Professional antivirus
35	Part-C, 3. Bill of Quantity, E, point-14	SOC Services	Please elaborate.	<b>Clarified as:</b> Monitor, prevent, detect, investigate and respond to cyber threats around the clock
36	Part-C, 3. Bill of Quantity, E, point-17	Active directory configuration, migration and management	Need to be migrated from local AD or what? Please specify the details. Nuber of DCs and ADCs.	<b>Clarified as:</b> Consists of AD (1) & ADC (3) at DC, DR & EESL Office
37	Part-C	Additional Query	What are the SAPS count per VM?	<b>Clarified as:</b> Refer BoQ and Section 4 (Part-C) for sizing
38	Part-C	Additional Query	What are the SAP modules currently being used? Details of different envionements? (Prod/QAS/Dev)	<b>Clarified as:</b> Dev, QA & PRD for SAP applications Test & PRD for Non-SAP applications
39	Part-C, 3. Bill of Quantity, E, point-2	Data in unlimited Bandwidth utilization by application hosted VMs	What is meant by Unlimited Bandwidth?	<b>Clarified as:</b> Smooth Internet connectivity for servers/applications hosted in DC & DR
40	Part-C Technical Specifications of Section-4, Page No.116, Clause No. 4	SAP Sizing	As SAP Sizing/benchmarking for server factored based on SAPS count, hence requesting to please share SAPS count per server rather then vCPU/RAM Count	<b>Clarified as:</b> Refer BoQ and Section 4 (Part-C) for sizing
41	Part-C Technical Specifications of Section-4, E. Associated Services, Page No. 120, Sr. No. 4	P2P link for DC/DR replication, 80 Mbps	Assuming the given bandwidth size will meet , required RPO for next 5 year requirement please clarify	No Change

42	Part-C Technical Specifications of Section-4, E. Associated Services, Page No. 120, Sr. No. 4	P2P link for DC/DR replication, 80 Mbps	Please share the concurrent user count to factor firewall throughput	<b>Clarified as:</b>  Provisions of RfP is amply clear
43	Part-C Technical Specifications of Section-4, E. Associated Services, Page No. 120, Sr. No. 6	WAF	request to please share throuput size and also share whether SSLO is required or not	<b>Clarified as:</b>  2 Gbps
44	Part-C Technical Specifications of Section-4, E. Associated Services, Page No. 120, Sr. No. 8	Backup Policy	Please share the current Size and share the backup EESL Backup Policity	<b>Clarified as:</b>  Backup policy will be formulated jointly, Refer page no 8 of section 4 (Part-C) for scope of work
45	Part-C Technical Specifications of Section-4, E. Associated Services, Page No. 120, Sr. No. 12	Onsite support (1 resource)	Please specify any skillset require	<b>Clarified as:</b>  Refer page 22 of section 4 (Part-C)
46	Part-C Technical Specifications of Section-4, E. Associated Services, Page No. 120, Sr. No. 17	Active directory configuration, migration and management	Please specify the number of user please clarify who will provide the Infra and License	<b>Clarified as:</b>  Infra and OS license included in BOQ
47	Part-C Technical Specifications of Section-4, Page No. 122, Sr. No. (xii)	DR synchronization shall be facilitated and DRM tool shall be provided by bidder for smooth fail over/fall back between DC & DR. DC/DR drill will be done on half yearly basis.	To size the DRM tool , please share number of databases	<b>Clarified as:</b>  Approx. 15 DBs
48	Part-C Technical Specifications of Section-4, Page No. 132, Table: Help Desk Services related SLA	Table: Help Desk Services related SLA	Resolution Time for SLA is too aggressive , kindly relook and change as per Technical feasibility	No Change
49	Part-C Technical Specifications of Section-4, Page No. 116	Procurement of Private Cloud Service (Data Centre & Disaster Recovery Centre) for hosting SAP and Non-SAP applications for 5 years.	Can we propose Public Cloud Services (DC & DR)?	No Change
50	Part-C Technical Specifications of Section-4, Page No. 116	Bill of Quantity	Please provide the details around the SAP modules for each VM mentioned in the BoQ, So that we can provide the certified SAP infra for the Solution.	<b>Clarified as:</b>  ECC 6 EHP 8 on HANA DB. Planned to upgrade on S4 HANA
51	Part-C Technical Specifications of Section-4, Page No. 120,	Associated Services	The application migration from existing DC/DR will be migrated by the MSP/CSP or it will be under EESL scope?	<b>Clarified as:</b>  Refer scope of work mentioned in Section - 4 (Part-C) and amendments.

52	Part-C Technical Specifications of Section-4 E. Associated Services 6. Web Application Firewall (WAF) at DC/DR Page 5 of 23	6 Web Application Firewall (WAF) at DC/DR Dedicated and redundant at DC and single at DR	Cyber Security is very important aspect in the entire datacenter services. As per Existing Clause, Solution should include Web Application Firewall for Web Application Protection, But the technical specification is missing in the RFP. We request to include the same, as the WAF is the major component to protect against Application & DB attacks including API protection.	No Change
53	Part-C Technical Specifications of Section-4 4. SCOPE OF WORK: (ix) Privacy and Security Safeguards Page 12 of 23	(viii) The bidder shall implement necessary DDOS protection for entire landscape at DC and DR.	Cyber Security is very important aspect in the entire datacenter services. As per Existing Clause, Solution should include DDoS Protection for Complete Infrastructure protection, But the technical specification is missing in the RFP. We request to include the same, as the DDoS is the major component to protect against Network, Application and Server Floods/DDoS Attacks.	No Change
54	Part-C Technical Specifications of Section-4, E. Associated Services, Page No. 120	Data out Unlimited internet bandwidth utilisation by applications hosted VMs.	Data egress is chargeable by Public Cloud Service Provider. Request you to kindly provide details on the egress data	No Change
55	Part-C Technical Specifications of Section-4, Privacy and Security Safeguards, Page No. 127, Sr. No. (viii)	The bidder shall implement necessary DDOS protection for entire landscape at DC and DR.	Please include DDOS as part of the commercial BOQ	No Change
56	Part-C Technical Specifications of Section-4, Penalties, Page No. 134	The total deduction per quarter shall not exceed 30% of the total QGR value	It is requested to kindly keep the penalty capping at 10% of the quarterly amount as 30% is very high	No Change
57	Part-C Technical Specifications of Section-4, Bill of Quantity, Page No. 116	Bill of Quantity`	Please confirm on the RHEL Support period.	<b>Clarified as:</b>  Provisions of RFP is amply clear
58	Part-C Technical Specifications of Section-4, Bill of Quantity, Page No. 116	Bill of Quantity`	Kindly confirm if EESL requires single Window support of Infra & RHEL from CSP.	<b>Clarified as:</b>  Refer Section 4 (Part-C)
59	Part-C Technical Specifications of Section-4, Bill of Quantity, Page No. 116	Bill of Quantity`	The CSP/ MSP should submit an undertaking that they are not blacklisted by OS OEM like Redhat & Microsoft	No Change
60	Part-C Technical Specifications of Section-4, Bill of Quantity, Page No. 116	Bill of Quantity`	Kindly confirm on the Storage type HDD/ SDD/ IOPS	<b>Clarified as:</b>  SSD
61	Part-C Technical Specifications of Section-4, Bill of Quantity, Page No. 116	Bill of Quantity`	Please provide details of RHEL License (version). Also confirm if this cost needs to be included in Bidder's cost.	<b>Clarified as:</b>  N-1 or as per compatabilty with applications. Cost shall be included

62	Part-C Technical Specifications of Section-4, Bill of Quantity, Page No. 116	Bill of Quantity`	Please provide details of Windows OS License (version). Also confirm if this cost needs to be included in Bidder's cost and Windows server is under Software Assurance	<b>Clarified as:</b> N-1 or as per compatabilty with applications. Cost shall be included
63	Part-C Technical Specifications of Section-4, Bill of Quantity, Page No. 116	Bill of Quantity`	Among all the VMs provided here, please confirm which all of these are Database servers (HANA and non-HANA) and which all are App Servers	<b>Clarified as:</b> DB count is 45 (approx.) including DC & DR
64	Part-C Technical Specifications of Section-4, Bill of Quantity, Page No. 116	Bill of Quantity`	Please provide the inventory breakup on the basis of SAP environment and modules	<b>Clarified as:</b> Details will be shared after awarding contract
65	Part-C Technical Specifications of Section-4, Bill of Quantity, Page No. 116	Bill of Quantity`	What are the expected RPO and RTO for DR environment. Please provide the details separately if it varies between different SAP modules	<b>Clarified as:</b> RPO should be less than or equal to 30 minutes and RTO shall be less than or equal to 4 hours. The key transaction data shall have RPO of 15 minutes
66	Part-C Technical Specifications of Section-4, Bill of Quantity, Page No. 116	Bill of Quantity`	What is the backup policy for the landscape? Is it same across all VMs?	<b>Clarified as:</b> Backup policy will be formulated jointly, Refer page no 8 of section 4 (Part-C) for scope of work
67	Part-C Technical Specifications of Section-4, Bill of Quantity, Page No. 116	Bill of Quantity`	What is the SLA on Availability of SAP and non-SAP systems?	<b>Clarified as:</b> Refer SLA mentioned in Section 4 (Part-C)
68	Part-C Technical Specifications of Section-4, Bill of Quantity, Page No. 116	Bill of Quantity`	What is the current hardware where SAP is hosted? Is it a dedicated or a virtualized environment? Please provide further details on underlying technology in either case	<b>Clarified as:</b> TDIs for HANA DBs. Virtualised server using VMWare for remaining applications & DBs.
69	Part-C Technical Specifications of Section-4, Bill of Quantity, Page No. 116	Bill of Quantity`	Have you assumed any rate of data change in this requirement or is it assumed to be constand across 5 years?	<b>Clarified as:</b> Additional infrastructure will be procured as per requirement during contract period
70	Part-C Technical Specifications of Section-4, Bill of Quantity, Page No. 116	Bill of Quantity`	What is the current Storage architecture (SAN/NAS)? Are you using Storage replication?	<b>Clarified as:</b> SAN
71	Part-C Technical Specifications of Section-4, Server & Storage Setup, Page No. 123	Provide licenses for OS and antivirus without any additional cost. Bidder should use only licensed software	Request you to kindly make this a costed line item as this is a licensed software	No Change
72	Part-C Technical Specifications of Section-4, Security Infrastructure & Security Administration Services, Page No. 124	event logging & correlation	Kindly confirm if EESL requires an SIEM tool to be provisioned, please specify & add the same in the BOQ as well	<b>Clarified as:</b> Bidder has to Monitor, prevent, detect, investigate and respond to cyber threats around the clock
73	Part-C Technical Specifications of Section-4, Page No. 1	3. Bill of Quantity: BoQ is tabulated below.	Kindly share the VM Wise bifurcation of Development, Quality, Production VM.	<b>Clarified as:</b> Will be shared after awarding contract
74	Part-C Technical Specifications of Section-4, Page No. 1	3. Bill of Quantity: BoQ is tabulated below.	Kindly share the details SAP Sizing (SAPs)	<b>Clarified as:</b> Refer BoQ and Section 4 (Part-C) for sizing

75	Part-C Technical Specifications of Section-4, Page No. 3	Storage for Backup :: 10,000	Kindly confirm the required archival space.	<b>Clarified as:</b> will be used for backup/archival
76	Part-C Technical Specifications of Section-4, Page No. 3	C. Non-SAP DC	Kindly share the DB VM Details.	<b>Clarified as:</b> DB count is 45 (approx.) including DC & DR
77	Part-C Technical Specifications of Section-4, Page No. 3	C. Non-SAP DC	Kindly confirm DB VM licenses will be provisioned by EESL? If not then kindly share the details of the Database version and edition.	<b>Clarified as:</b> DB licenses will be provisioned by EESL
78	Part-C Technical Specifications of Section-4, Page No. 3	C. Non-SAP DC	Kindly confirm DB VM will be Manage by EESL	<b>Clarified as:</b> Bidder shall manage upto OS and cluster level.
79	Part-C Technical Specifications of Section-4, Page No. 4	D. Non SAP -DR	Kindly confirm the required RPO and RTO.	<b>Clarified as:</b> RPO should be less than or equal to 30 minutes and RTO shall be less than or equal to 4
80	Part-C Technical Specifications of Section-4, Page No. 4	D. Non SAP -DR	Kindly confirm backup need to be provision at DR site?	<b>Clarified as:</b> Backup at DR may be required in case DR is live.
81	Part-C Technical Specifications of Section-4, Page No. 4	D. Non SAP -DR	Kindly confirm bidder need to consider the security component redundant at DR site. As the DR site will be in passive mode.	<b>Clarified as:</b> Refer BoQ and Section 4 (Part-C)
82	Part-C Technical Specifications of Section-4, Page No. 5	P2P link for DC/DR replication. :: 80 Mbps	Kindly share the daily data generation or peak data generation.	<b>Clarified as:</b> Refer BoQ and Section 4 (Part-C)
83	Part-C Technical Specifications of Section-4, Page No. 5	2 Data in Unlimited internet bandwidth utilisation by applications hosted VMs. :: unlimited	Kindly specify the required internet bandwidth in Mbps. Based on the size of the internet link bidder can quote the required internet bandwidth price. As there is cost impact in the commercial.	<b>Clarified as:</b> Refer BoQ and Section 4 (Part-C)
84	Part-C Technical Specifications of Section-4, Page No. 5	Dedicated Internal & external firewalls at DC/DR.: Both firewalls shall be redundant at DC	Kindly confirm the firewall throughput.	<b>Clarified as:</b> <ul style="list-style-type: none"> <li>• Firewall throughput - 11 Gbps,</li> <li>• With Full security implementation - 1.3 Gbps</li> <li>• With Next Gen Threat Protection - 3 Gbps</li> <li>• With IPS - 3 Gbps</li> </ul>
85	Part-C Technical Specifications of Section-4, Page No. 5	Dedicated Internal & external firewalls at DC/DR.: Both firewalls shall be redundant at DC	Kindly confirm the firewall at the DR site will be in standalone	<b>Clarified as:</b> Refer BoQ and Section 4 (Part-C)
86	Part-C Technical Specifications of Section-4, Page No. 5	Web Application Firewall (WAF) at DC/DR	Kindly confirm the WAF throughput.	<b>Clarified as:</b> 2 Gbps
87	Part-C Technical Specifications of Section-4, Page No. 5	VPN IDs for secure connections.: 1000	Kindly confirm end devices has windows OS or Linux OS. If mix then Kindly share the count of windows OS and Linux OS.	<b>Clarified as:</b> windows and mac
88	Part-C Technical Specifications of Section-4, Page No. 8, (iv) Backup Solution	Media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting	Kindly confirm bidder need to consider the offline backup solution, if yes then please share the below details.	<b>Clarified as:</b> Backup policy will be formulated jointly, Refer page no 8 of section 4 for scope of work

	Part-C Technical Specifications of Section-4, Page No. 8, (iv) Backup Solution	Media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting	Kindly confirm backup media need to be transfer to Utility office or drive/media need to store in fireproof cabinets.	
	Part-C Technical Specifications of Section-4, Page No. 8, (iv) Backup Solution	Media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting	Kindly confirm the frequency(Monthly, quarterly or yearly) of backup that need to transfer at Utility office.	
	Part-C Technical Specifications of Section-4, Page No. 8, (iv) Backup Solution	Media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting	Kindly confirm only specific environment/production/Application/database need to be backup and transfer to the Utility.	
	Part-C Technical Specifications of Section-4, Page No. 8, (iv) Backup Solution	Media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting	Kindly confirm media(tape or Disk) will be provision by Utility or bidder need to take care.	
	Part-C Technical Specifications of Section-4, Page No. 8, (iv) Backup Solution	Media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting	After backup of data at utility office backup media will be transfer back to the Bidder or every time bidder need to share the new media as per the frequency.	
89	Part-C Technical Specifications of Section-4, Page No. 8, (iii) Server & Storage Setup	(xii) During the project, implementation addition deletion of instances / reallocation of resources on the virtual machines and file system configuration may be required and shall be carried out by bidder at no extra cost to EESL as per the requirement.	Please be informed that in any case of addition / extenstion of resources beyond the BOQ will be of additional cost.	<b>Clarified as:</b>  Provisions of RfP is amply clear
90	Part-C Technical Specifications of Section-4, Page No. 5 of 23	Migration Support	Data migration - would you prefer movement of data export dump via a portable drive or thru network? If this is to be provided thru network then bandwidth for the migration will be provided by EESL .Please confirm.	<b>Clarified as:</b>  Refer scope of work mentioned in Section - 4 (Part-C) and amendments.
91	Part-C Technical Specifications of Section-4, Page No. 5 of 23	Migration Support	We understand that EESL will provide for dedicated bandwidth to Bidder for data replication from existing CSP Vendor to New CSP vendor if replication migration Stretegy is planned. Please confirm.	<b>Clarified as:</b>  Refer scope of work mentioned in Section - 4 (Part-C) and amendments.
92	Part-C Technical Specifications of Section-4, Page No. 5 of 23	For hosting MPLS infra	Please confirm the MPLS details for DC and DR and will this be connected with EESL site thru MPLS ? If yes , pls share the details .	<b>Clarified as:</b>  Yes, using MPLS services from third party
93	Part-C Technical Specifications of Section-4, Page No. 5 of 23	Active directory configuration, migration and management,	Please confirm if this will be a Single forest and single domain architecture	<b>Clarified as:</b>  Yes
94	Section - 4, AD	_____	Count of domain controllers in the current enviornment	<b>Clarified as:</b>  Consists of AD (1) & ADC (3) at DC, DR & EESL Office
95	Section - 4, AD	_____	we understand SSO and other requirements are not in scope for this AD config cum migration cum management.	<b>Clarified as:</b>  Necessary configuration in AD will be in scope of bidder



96	Section - 4, AD	_____	Do we require to go at site for AD configuration at EESL office .We understand DC DR methodology will be ACTIVE _ STANDBY. Please confirm.	<b>Clarified as:</b> AD will be at DC and ADCs will be at DC, DR and EESL
97	Section - 4, Infrastructure details	_____	How many database servers are available? Total Number of Database Instances including the type of Databases.	<b>Clarified as:</b> Multiple DBs (total 45 at DC/DR) available (HANA, Sybase, MaxDB, Oracle, MS SQL, MySQL, MariaDB, etc.
98	Section - 4, Infrastructure details	_____	Please confirm if Currently DNS is configured in your Environment? (Ex: Yes / No)	<b>Clarified as:</b> Yes
99	Section - 4, Infrastructure details	_____	Please Define RPO Requirement in Hours? E.g. how much data can your business afford to lose, once these applications are re-established?	<b>Clarified as:</b> RPO should be less than or equal to 30 minutes and RTO shall be less than or equal to 4 hours. The key transaction data shall have RPO of 15 minutes
100	Section - 4, Infrastructure details	_____	Please Define RTO Requirement in Hours ? E.g. What is the allowable time to re-establish your systems so that these applications are on-line again?	
101	Section - 4, Infrastructure details	_____	Incremental Data change needs to be replicated in GB per day (ex: 2GB / 5GB/ 1TB etc).	<b>Clarified as:</b> Refer BoQ for P2P sizing
102	Section - 4, Infrastructure details	_____	Please confirm the Space Required per DB (ex: in TBs)	<b>Clarified as:</b> As Per BoQ
103	Section - 4, Infrastructure details	_____	since iops are not defined . Please confirm the storage requirements with type of storage - SAS, SSD, NL SAS.	<b>Clarified as:</b> SSD
104	Section - 4, Infrastructure details	_____	Provide us with the Current Hardware setup details as per application.	<b>Clarified as:</b> Refer section 4 (Part-C)
105	Section - 4, Infrastructure details	_____	OS Version per server	<b>Clarified as:</b> N-1
106	Section - 4, Infrastructure details	_____	DB Details with version	<b>Clarified as:</b> Multiple DBs (total 45 at DC/DR) available (HANA, Sybase, MaxDB, Oracle, MS SQL, MySQL, MariaDB, etc.
107	Section - 4, Infrastructure details	_____	Hypervisor license details	<b>Clarified as:</b> Provisions of RfP is amply clear
108	Section - 4, Infrastructure details	_____	pls confirm SAP application Version . Also update if there is any future plan for upgrade	<b>Clarified as:</b> Currently ECC on HANA. May be upgraded in future
109	Section - 4, Infrastructure details	_____	Total Datasize - distribution with Amount of data in flat file and data in DB	<b>Clarified as:</b> Multiple DBs (total 45 at DC/DR) available (HANA, Sybase, MaxDB, Oracle, MS SQL, MySQL, MariaDB, etc.
110	Section - 4, Infrastructure details	_____	Please confirm for the Number of Database connected to the application.	
111	Section - 4, Infrastructure details	_____	Detailed architecture of the current setup, server placement at the primary.	<b>Clarified as:</b> Refer section 4 (Part-C)

112	Section - 4, Backup details	_____	Please confirm current backup size , current backup software and backup policy being used.	<b>Clarified as:</b> Backup policy will be formulated jointly, Refer page no 8 of section 4 for scope of work
113	Security details	_____	please confirm for the thru put requirement for internal , external firewall along with WAF and server load balancer as required.	<b>Clarified as:</b> 2 Gbps
114	Section-4, Page 8 of 23, Sr. No. (x)	Request storage area size/ size extensions for the backup storage area. Select and execute backup according to application/ customer needs and store backup data into the designated backup storage area. Ensure housekeeping of the backup storage area.	Please confirm the backup policy with retention details so that sizing can be done accordingly incl the projected growth size.	<b>Clarified as:</b> Backup policy will be formulated jointly, Refer page no 8 of section 4 for scope of work
115	Section-4, Page 9 of 23, Sr. No. (iii)	The bidder shall provide security management services/SOC services on 24x7x365 basis for management and reporting of security environment. The related services, including but not limited to, the following activities shall be carried out by the bidder	Please confirm if EESL require VA/PT , PIM and SIEM services.	<b>Clarified as:</b> Refer page no 9 of section 4 (Part-C) for the scope
116	Infrastructure requirements	_____	We understand that timesyncing as required in DC will be as per DC processes . Any specific requirement for timesync will be in EESL scope.	<b>Clarified as:</b> Yes
117	Infrastructure requirements	_____	do we understand the sizing sheet contains the sizing w.r.t recommended saps and the storage has the os partition size included . Please confirm.	<b>Clarified as:</b> Yes
118	Migration Approach	_____	Pls confirm on migration approach , Can we have Migration cost not be considered for existing vendor if participating .	<b>Clarified as:</b> Refer scope of work mentioned in Section - 4 (Part-C) and amendments.
119	Page No. 235, Rack space and power supply at DC and DR	_____	How much Rack U space & rated Power , also please confirm on no of cross connect for MPLS connectivity	<b>Clarified as:</b> 6U, 2 cross connect and dual power supply
120	Page No. 122, DR/DC bandwidth (P2P link 80 mbps) has to be provided, commissioned and managed by bidder.	_____	Is it in HA or from Single ISP	<b>Clarified as:</b> SLA as per RFP shall be maintained
121	Page No. 122, DRM tool	_____	Pls confirm existing DRM Solution & Name	<b>Clarified as:</b> Provisions of RfP is amply clear
122	Page No. 123, Provide licenses for OS and antivirus without any additional cost. Bidder should use only licensed software.	_____	Pls confirm Version for both OS - window & RHEL , antivirus is simple AV or with HBSS Services as per SAP certified AV software.	<b>Clarified as:</b> N-1

123	Page No. 124, Monitoring of various devices / tools such as firewall, intrusion prevention/ detection, content filtering and blocking, virus protection, event logging & correlation and vulnerability protection through implementation of proper patches and rules.	_____	Please confirm on the existing SOC services to be implemented.	<b>Clarified as:</b>  Monitor, prevent, detect, investigate and respond to cyber threats around the clock
124	Page No. 137, In addition to remote 24X7 remote support, the bidder should provide one onsite resource	_____	Location on which resource to be deployed	<b>Clarified as:</b>  EESL CO, New Delhi
125	at EESL CO premises on 10X6 basis for identification, diagnosis and resolution of the problem	_____		
	at EESL's end. He will be the interface between EESL and Cloud service provider for all the			
	services, communications, payments, etc.			
	Minimum qualification criteria of the resource should be:			
	<input checked="" type="checkbox"/> MCA/B-Tech			
	<input checked="" type="checkbox"/> ITIL V3 Certified			
125	<input checked="" type="checkbox"/> Minimum 5 years of experience in similar IT services	_____		
126	Dedicated Internal & external firewalls at DC/DR. Both firewalls shall be redundant at DC	_____	please confirm if this is single FW at DR or it has to be in HA at DR for extenal & Internal.	<b>Clarified as:</b>  Refer BoQ
127	Web Application Firewall (WAF), Dedicated and redundant at DC and single at DR	_____	Please confirm if EESL will require Load Balacer or only WAF is required	<b>Clarified as:</b>  WAF
128	Part-C Technical Specifications of Section-4, E. Associated Services	Rack space and power supply at DC and DR For hosting MPLS infra	need clarification from EESL, since everything is on cloud, what is the need for physical servers.	<b>Clarified as:</b>  Provisions of RfP is amply clear

129	Part-C Technical Specifications of Section-4, E. Associated Services	Active directory configuration, migration and management DC, DR, EESL office	HelpDesk Requirement, is AD in azure or somewhere else	<b>Clarified as:</b> Provisions of RfP is amply clear
130	Part-C Technical Specifications of Section-4, General and Technical Scope: -	Performance monitoring and tuning of the OS and virtual machines on a regular basis including, preventative maintenance, updates, upgrades of OS, antivirus etc.	Need specifics around performance tuning used is a very generic sense	<b>Clarified as:</b> Provisions of RfP is amply clear
131	Part-C Technical Specifications of Section-4, General and Technical Scope: -	DR synchronization shall be facilitated and DRM tool shall be provided by bidder for smooth fail over/fall back between DC & DR. DC/DR drill will be done on half yearly basis.	Need more details around DRM I think is referred to as Data recovery Manger	<b>Clarified as:</b> Provisions of RfP is amply clear
132	Part-C Technical Specifications of Section-4, General and Technical Scope: -	The bidder should fine-tune the operating system including operating system hardening, virtualization solution hardening and other S/W and H/W components for optimum performance and smooth installation of application components.	3rd Party applications hardening and Performance tuning can include DB optimizations which does need some code level changes	<b>Clarified as:</b> Provisions of RfP is amply clear
133	Part-C Technical Specifications of Section-4, General and Technical Scope: -	Installation of storage system with necessary configuration based on the finalized design.	When and how will the design be finalized, before NOA ?..	<b>Clarified as:</b> Provisions of RfP is amply clear
134	Part-C Technical Specifications of Section-4, General and Technical Scope: -	The bidder shall assist/ work in coordination with application implementation & support partner of EESL.	Will the Customer retain Existing SAP partner or needs a new one?	<b>Clarified as:</b> Provisions of RfP is amply clear
135	Part-C Technical Specifications of Section-4, General and Technical Scope: -	Provide licenses for OS and antivirus without any additional cost. Bidder should use only licensed software.	Bid To Include License cost for Security Solutions? Any identified in scope Does this also mean 3rd party OEM and partner license cost? What happens if needed for improving security posture?	<b>Clarified as:</b> Provisions of RfP is amply clear
136	Part-C Technical Specifications of Section-4, General and Technical Scope: -	Backup Solution	_____	<b>Clarified as:</b> Provisions of RfP is amply clear
137	Part-C Technical Specifications of Section-4, General and Technical Scope: -	Media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting.	Will the customer provide data classification based on usage? How and at what stage will the Pre deployment data be shared and collected?	<b>Clarified as:</b> Provisions of RfP is amply clear
138	Part-C Technical Specifications of Section-4, General and Technical Scope: -	Periodic take up mock restoration activity to ensure that backup is effective.	Need specifics around periodic	<b>Clarified as:</b> Provisions of RfP is amply clear

139	Part-C Technical Specifications of Section-4, General and Technical Scope: -	Backup of operating system, VM, database and application should perform as per stipulated policies of the purchaser BCP policy to be designed and periodically updated in consultation with EESL.	BCP Policy to written from Scratch or will use in place and will only be updated	<b>Clarified as:</b>  Provisions of RfP is amply clear
140	Part-C Technical Specifications of Section-4, General and Technical Scope: -	Scale up/down storage capacity	Via Pipelines or Manual , need clarification	<b>Clarified as:</b>  Provisions of RfP is amply clear
141	Part-C Technical Specifications of Section-4, General and Technical Scope: -	Security Infrastructure & Security Administration Services	_____	<b>Clarified as:</b>  Provisions of RfP is amply clear
142	Part-C Technical Specifications of Section-4, General and Technical Scope: -	The Bidder shall be responsible for ensuring security of cloud services and infrastructure from any threats and vulnerabilities. The Bidder shall address ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion prevention/ detection, content filtering and blocking, virus protection, event logging & correlation and vulnerability protection through implementation of proper patches and rules.	SOC scope + Secruity Implementations May include 3rd party solutions and configurations	<b>Clarified as:</b>  Provisions of RfP is amply clear
143	Part-C Technical Specifications of Section-4, General and Technical Scope: -	The bidder shall provide security management services/SOC services on 24x7x365 basis for management and reporting of security environment. The related services, including but not limited to, the following activities shall be carried out by the bidder:	SOC Scope	<b>Clarified as:</b>  Provisions of RfP is amply clear
144	Part-C Technical Specifications of Section-4, General and Technical Scope: -	Maintain an updated knowledge base of all the published security vulnerabilities and virus threats.	SOC Scope	<b>Clarified as:</b>  Provisions of RfP is amply clear

145	Part-C Technical Specifications of Section-4, General and Technical Scope: -	Responding to security breaches or other security incidents and coordinate with respective OEM in case of a new threat is observed to ensure that workaround / patch is made available for the same.	3rd party Co -ordination , SIEM	<b>Clarified as:</b>  Provisions of RfP is amply clear
146	Part-C Technical Specifications of Section-4, General and Technical Scope: -	Patch update and version upgrade as and when released by the Firewall OEM.	3party OEM no specified , needs to included in scope for patching and co ordination	<b>Clarified as:</b>  Provisions of RfP is amply clear
147	Part-C Technical Specifications of Section-4, General and Technical Scope: -	Administration of vpn users (e. g. user creation, change, deletion, maintenance of user profiles, roles, authorizations, master data and passwords)	User and HelpDesk requirements	<b>Clarified as:</b>  Provisions of RfP is amply clear
148	Part-C Technical Specifications of Section-4, General and Technical Scope: -	Privacy and Security Safeguards	_____	<b>Clarified as:</b>  Provisions of RfP is amply clear
149	Part-C Technical Specifications of Section-4, General and Technical Scope: -	The bidder shall implement reasonable and appropriate measures to secure the Purchaser's data and content against accidental or unlawful loss, access or disclosure.	Compliant architecture to be implemented, should we consider 3rd party solutions?	<b>Clarified as:</b>  Provisions of RfP is amply clear
150	Part-C Technical Specifications of Section-4, General and Technical Scope: -	The Bidder shall ensure that all its employees, agents and sub-contractors involved in the project, execute individual non-disclosure agreements, which have been duly approved by the purchaser with respect to this project.The bidder may submit a declaration that it has obtained the NDA from its employees.	Shared services Model, will need to be all resources ?	<b>Clarified as:</b>  Provisions of RfP is amply clear
151	Part-C Technical Specifications of Section-4, General and Technical Scope: -	Audit, Access and Reporting	_____	<b>Clarified as:</b>  Provisions of RfP is amply clear
152	Part-C Technical Specifications of Section-4, General and Technical Scope: -	The Bidder shall ensure that the service offerings comply with the audit requirements specified by MeitV/STQC.	Who will provide this?	<b>Clarified as:</b>  Provisions of RfP is amply clear



153	Part-C Technical Specifications of Section-4, General and Technical Scope: -	The purchaser or its nominated agency shall have the right to audit and inspect Managed Service Provider, agents and third party facilities, data centres, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:	Shared Services model how do we limit the audit pertaining to engineer systems	<b>Clarified as:</b>  Provisions of RfP is amply clear
154	Part-C Technical Specifications of Section-4, General and Technical Scope: -	a.The security, integrity and availability of all data processed, held or conveyed by the Bidder on behalf of the Purchaser and documentation related thereto;	_____	<b>Clarified as:</b>  Provisions of RfP is amply clear
155	Part-C Technical Specifications of Section-4, General and Technical Scope: -	b.That the actual level of performance of the services is the same as specified in the SLA;	_____	<b>Clarified as:</b>  Provisions of RfP is amply clear
156	Part-C Technical Specifications of Section-4, General and Technical Scope: -	c.That the Bidder has complied with the relevant technical standards, and has adequate internal controls in place; and	_____	<b>Clarified as:</b>  Provisions of RfP is amply clear
157	Part-C Technical Specifications of Section-4, General and Technical Scope: -	d.The compliance of the Bidder with any other obligation.	_____	<b>Clarified as:</b>  Provisions of RfP is amply clear
158	Part-C Technical Specifications of Section-4, General and Technical Scope: -	Transitioning/Exit:	_____	<b>Clarified as:</b>  Provisions of RfP is amply clear
159	Part-C Technical Specifications of Section-4, General and Technical Scope: -	The bidder shall be responsible for providing the tools for import / export of VMs, associated content, data, etc., and the bidder, in consultation with the purchaser, shall be responsible for preparation of the Exit Management Plan and carrying out the exit management / transition related activities.	Data Transfer via Express Route?	<b>Clarified as:</b>  Provisions of RfP is amply clear
160	Part-C Technical Specifications of Section-4, General and Technical Scope: -	The Bidder is responsible for both transition of the services as well as migration of the VMs, Data, Content and other assets to the new environment.	Transitioning of services?	<b>Clarified as:</b>  Provisions of RfP is amply clear
161	Part-C Technical Specifications of Section-4, General and Technical Scope: -	The Bidder shall carry out the migration of the VMs, data, content and any other assets to the new environment (alternate Cloud Service Provider or Data Centre) identified by the Purchaser to enable successful deployment and running of the Purchaser's solution in the new environment.	Current Infra where is it? Size of the Total data to be migrated	<b>Clarified as:</b>  Provisions of RfP is amply clear

162	Part-C Technical Specifications of Section-4, General and Technical Scope: -	The format of the data transmitted from the current CSP to the new environment identified by the Department should leverage standard data formats (e.g., OVF, etc.) whenever possible to ease and enhance portability. The format shall be finalized in consultation with the purchaser.	What data format is used currently? Total Data size	<b>Clarified as:</b>  Provisions of RfP is amply clear
163	Part-C Technical Specifications of Section-4, Scope of Work	Scheduled downtime should not exceed 4 hours per month for maintenance related tasks.	Provided SLAs are very stringent. Request you to provide relaxation on the SLAs and the respective penalties.	<b>Clarified as:</b>  Provisions of RfP is amply clear
164	Part-C Technical Specifications of Section-4, Scope of Work	The planned downtime must be notified to the EESL at least 48 hours in advance, else will not be deducted from Downtime calculation	_____	<b>Clarified as:</b>  Provisions of RfP is amply clear
165	Part-C Technical Specifications of Section-4, Scope of Work	Helpdesk Services include, but not limited to, the following:	_____	<b>Clarified as:</b>  Provisions of RfP is amply clear
166	Part-C Technical Specifications of Section-4, Scope of Work	4. Reports can be asked by EESL at any point of time	Any Specifics around reports?	<b>Clarified as:</b>  Provisions of RfP is amply clear
167	Part-C Technical Specifications of Section-4, Scope of Work	5. Following up with different OEM's & vendors	List of vendors and OEM to be considered , SLA demarcation ?	<b>Clarified as:</b>  Provisions of RfP is amply clear
168	Part-C Technical Specifications of Section-4, Scope of Work	6. Escalation Matrix need to be maintained by the helpdesk team	_____	<b>Clarified as:</b>  Provisions of RfP is amply clear
169	Part-C Technical Specifications of Section-4, Scope of Work	8. Provide feedback of each ticket.	Provide Feedback needs to clarified cannot be equated with RCA	<b>Clarified as:</b>  Provisions of RfP is amply clear
170	Part-C Technical Specifications of Section-4, Scope of Work	SLA Compliance Review Process	_____	<b>Clarified as:</b>  Provisions of RfP is amply clear
171	Part-C Technical Specifications of Section-4, Scope of Work	2. All SLA calculations to be calculated automatically by bidder's system and will be reviewed randomly by EESL at any point of time.	Check and verify for the current system	<b>Clarified as:</b>  Provisions of RfP is amply clear
172	Part-C Technical Specifications of Section-4, Scope of Work	Penalties in case of Data / cyber breach (as per MeitY guidelines) SLO tied to MeitY publishing Vul reports & subsequent fix and implementation	Does this need any Integrations? Who will share the reports? Does this become a chore for SOC/NOC to check Vuln reports	<b>Clarified as:</b>  Provisions of RfP is amply clear
173	Part-C Technical Specifications of Section-4, Scope of Work	Web based monitoring system should be available to the client/ On-site resource.	Need to check if possible	<b>Clarified as:</b>  Provisions of RfP is amply clear

174	Part-C Technical Specifications of Section-4, Scope of Work	Onsite Resource:	_____	<b>Clarified as:</b> Provisions of RfP is amply clear
175	Part-C Technical Specifications of Section-4, Scope of Work	In addition to remote 24X7 remote support, the bidder should provide one onsite resource at EESL CO premises on 10X6 basis for identification, diagnosis and resolution of the problem	1 onsite will mean no backup for on Site resource in case of leaves or emergency Can we on Board multiple resources to be on Site?	<b>Clarified as:</b> Provisions of RfP is amply clear
176	Part-C Technical Specifications of Section-4, Scope of Work	at EESL's end. He will be the interface between EESL and Cloud service provider for all the services, communications, payments, etc.	_____	<b>Clarified as:</b> Provisions of RfP is amply clear
177	Part-C Technical Specifications of Section-4, Scope of Work	Minimum qualification criteria of the resource should be:	_____	<b>Clarified as:</b> Provisions of RfP is amply clear
178	Part-C Technical Specifications of Section-4, Scope of Work	>MCA/B-Tech	Need all 3 or any 2 will work	<b>Clarified as:</b> Provisions of RfP is amply clear
179	Part-C Technical Specifications of Section-4, Scope of Work	>ITIL V3 Certified	_____	<b>Clarified as:</b> Provisions of RfP is amply clear
180	Part-C Technical Specifications of Section-4, Scope of Work	>Minimum 5 years of experience in similar IT services.	_____	<b>Clarified as:</b> Provisions of RfP is amply clear
181	SECTION –6 Forms and procedures	Payment Term - Quarterly in arrears Bidder shall submit the quarterly invoices in arrear mode and payment may be released within 30 days after submission of invoices & relevant documents/certificates by service	OEM bills for Licenses on delivery and Azure monthly in arrears to us. High value bids with Quarterly payment term is challenging. Request you to please change the payment term to Monthly.	<b>Clarified as:</b> Provisions of RfP is amply clear
182	Section-3 GCC, Page No. - 43, Contactor Or Implementing Partner	9.1 The Contractor or Implementing Partner shall design, manufacture (including associated purchases and/or subcontracting), install and complete the Facilities with due care and diligence in accordance with the Contract.	What all facilities has to be managed by the implementation partner	<b>Clarified as:</b> Successful Bidder is required to execute the Contract as per Scope of Work (which is amply clear) and requirement mentioned in the Bidding Documents
183	Section-3 GCC, Page No. - 44, EESL's Responsibility	10.2 The EESL shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in Appendix 6 (Scope of Works and Supply by the EESL)to the Contract Agreement. The EESL shall give full possession of and accord all rights of access thereto on or before the date(s) specified in Appendix 6.	Please provide the details around the different sites?	<b>Clarified as:</b> Successful Bidder is required to execute the Contract as per Scope of Work (which is amply clear) and requirement mentioned in the Bidding Documents

184	Section-2 ITB, Page No. - 16, 2.13 Disclaimer	2.13 Disclaimer EESL and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of EESL and/or any of its officers, employees.	Request deletion. As the Bidders will be entrusting the information provided in the RFP for their bids and provision of services thereafter, waiver of direct damages resulting from it is not acceptable.	<b>Clarified as:</b> Provisions of the Bidding Documents shall remain unchanged
185	Section-2 ITB, Page No. - 26, 5.4 Cancellation	5.4 Cancellation EESL reserves the rights to cancel the order in the part or in full by giving one week advance notice thereby if- ☐ The bidder fails to comply with any of the terms of the order. ☐ The bidder becomes bankrupt or goes in to liquidation. ☐ The bidder makes general assignment for the benefit of the creditors and any receiver is appointed for the property owned by the bidder.	Request customer to provide 90 days cure period to Bidder for rectification in the event of any default.	<b>Clarified as:</b> Provisions of the Bidding Documents shall remain unchanged
186	Section-2 ITB, Page No. - 27, 5.8 Ineligibility for Future Tenders	5.8 Ineligibility for Future Tenders ..  Successful bidder is to submit interchangeability certificate for its product supplied for replacement during warranty and maintenance period and even when it is purchased from open market. In case due to change in technology, the supplied product is not available during warranty/ maintenance period than the improved version of product can be used in warranty/ maintenance period with same or improved technical parameters or the combination thereof after written communication of Engineer in Charge at same cost& terms and conditions. Successful Bidder, on whom letter of award has been placed, has also to confirm that the prices of improved version of product is not lesser than the original product or its parts in comparison.	The term governing any thirdparty product shall be subject to such third party license terms/ T&Cs. Kindly confirm.	<b>Clarified as:</b> Successful bidder is required to execute the Contract as per terms and conditions mentioned in the bidding document. In context of referred clause, for any third party product, the relevant terms and conditions shall be perused based on merit of case.
187	Section-3 GCC, Page No. - 35, 3.6 Construction of the Contract	3.6 Construction of the Contract	Request customer to review and confirm if this Construction of Contract in clause 3.6 is relevant for the current services. In our view this may not be applicable.	<b>Clarified as:</b> The said clause refers formation of Contract with sucessful Bidder. Provisions of the Bidding Documents shall remain unchanged

188	Section-3 GCC, Page No. - 36, 3.6.3 Set -Off Clause	3.6.3 Set -Off Clause: Contractor irrevocably and unequivocally agrees that breach in this Contract shall constitute (deemed to be) a breach in other contracts entered by the Contractor with EESL (regardless of the scope of work) which will confer a right on EESL ,among other rights available under the Contract or at law to terminate the other contracts at the risk and the cost of the contractor /Implementing Partner for the Project, for which awards have been made. For the avoidance of doubt, default in this Contact by the Contractor shall be a deemed default in other contract (awarded under separate RFPs) and EESL reserve the right to effectuate or avail all the remedies available under that contract.	Clause not acceptable. Request deletion	<b>Clarified as:</b>  Provisions of the Bidding Documents shall remain unchanged
189	Section-3 GCC, Page No. - 39, 7 Scope of Facilities	7. Scope of Facilities	The term governing any thirdparty product/Services shall be subject to such third party license terms/ T&Cs. Kindly confirm.	<b>Clarified as:</b>  Provisions of RfP is amply clear
190	Section-3 GCC, Page No. - 48, Intellectual Property	D. Intellectual Property 15. Copyright 15.1The copyright in all drawings, documents and other materials containing data and information furnished to the EESL by the Implementing Partner herein shall remain vested in the Implementing Partner or, if they are furnished to the EESL directly or through the Implementing Partner by any third party, including suppliers of materials, the copyright in such materials shall remain vestedin such third party. The EESL shall however be free to reproduce all drawings, documents and other material furnished to the EESL for the purpose of the contract including, if required, for operation and maintenance of the facilities.	Any third party IP shall be subject to such third party license terms/ T&Cs. Kindly confirm.	<b>Clarified as:</b>  Provisions of RfP is amply clear
191	Section-3 GCC, Page No. - 48, 16.3	16.3 The obligation of a party under GCC Sub-Clauses 16.1 and 16.2 above, however, shall not apply to that information which (a) now or hereafter enters the public domain through no fault of that party. (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.	Request addition of the following exclusion to confidentiality: Any information required to be disclosed pursuant to any regulatory, or legal requirement.	<b>Clarified as:</b>  Provisions of the Bidding Documents is amply clear and shall remain unchanged
192	Section-3 GCC, Page No. - 64, 27. Defect Liability	27. Defect Liability (which may also be referred as 'Warranty' mentioned elsewhere in the document)	All third party product/services shall be subject to such third party license terms/ T&Cs. Kindly confirm.	<b>Clarified as:</b>  Provisions of RfP is amply clear

193	Section-3 GCC, Page No. - 65, 27.7	27.7 If the Implementing Partner fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the EESL may, following notice to the Implementing Partner, proceed to do such work, and the reasonable costs incurred by the EESL in connection therewith shall be paid to the EESL by the Implementing Partner or may be deducted by the EESL from any monies due to the Implementing Partner or claimed under the Performance Security. After due assessment EESL shall specify the reasonable time in writing to remedy such defect or any damage to the Facilities caused by such defect which shall be more than 15 days.	Request deletion. Risk purchase is not acceptable.	<p><b>Clarified as:</b></p> <p>Provisions of the Bidding Documents shall remain unchanged</p>
194	Section-3 GCC, Page No. - 66, 29. Patent Indemnity	Patent Indemnity:	All third party product/services shall be subject to indemnity as per such third party license terms/ T&Cs. Kindly confirm.	<p><b>Clarified as:</b></p> <p>Provisions of RfP is amply clear</p>
195	Section-3 GCC, Page No. - 66, 29.2 General Indemnity	29.2 General Indemnity:	<p>The indemnity obligations are very broad and cannot be agreed.</p> <p>Request customer to limit indemnity to:</p> <p>i) breach of applicable law by Implementing Partner;</p> <p>ii) damage to tangible property caused by negligent act by implementing partner;</p> <p>iii) death or bodily injury caused by the implementing partner.</p>	<p><b>Clarified as:</b></p> <p>Provisions of the Bidding Documents shall remain unchanged</p>
196	Section-3 GCC, Page No. - 67, 30. Limitation of Liability	<p>30. Limitation of Liability</p> <p>30.1 Except in cases of criminal negligence or wilful misconduct or fraud or any criminal misappropriation,</p> <p>(a) the Implementing Partner shall not be liable to the EESL, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, or , loss of production, , provided that this exclusion shall not apply to any obligation of the Implementing Partner to pay Liquidated Damages to the EESL and</p>	<p>Under Indian Contract act, neither party shall be held liable for any indirect or consequential damages.</p> <p>Hence the Bidder shall not be liable for any indirect, consequential damages. The exclusion mentioned are not agreeable.</p>	<p><b>Clarified as:</b></p> <p>Provisions of RfP is amply clear and shall remain unchanged.</p>
197	Section-3 GCC, Page No. - 67, 30.1 (b)	(b) the aggregate liability of the Implementing Partner to the EESL, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Implementing Partner to indemnify the EESL with respect to patent infringement or general indemnity or as specified in SCC.	<p>the exclusion of indemnity from the Liability cap can be agreed provided the indemnity obligation is limited to:</p> <p>i) breach of applicable law by Implementing Partner;</p> <p>ii) damage to tangible property caused by negligent act by implementing partner;</p> <p>iii) death or bodily injury caused by the implementing partner.</p> <p>kindly confirm.</p>	<p><b>Clarified as:</b></p> <p>Provisions of the Bidding Documents shall remain unchanged</p>



198	Section-3 GCC, Page No. - 68, 31. Transfer of Ownership	31. Transfer of Ownership 31.1 Ownership of the Plant and Equipment (including spare parts) procured in the country where the Site is located shall be transferred to the EESL when the Plant and Equipment are reached at site.	Request the clause to be restricted to all transferable assets which are mentioned in the BOQ and the Proposal submitted	<b>Clarified as:</b>  Successful bidder is required to execute the Contract as per terms and conditions mentioned in the bidding document. If any condition under the Contract becomes not applicable in respect of Scope of Work mentioned in the Bidding Documents, the same shall be suitably discussed with the successful Bidder on the basis of documentary evidence provided by them during execution of Contract.
199	Section-3 GCC, Page No. - 68, 31.4	The Contractor shall also indemnify to keep the Employer harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal / disposal of surplus material. The Indemnity Bond shall be furnished by contractor as per proforma enclosed in Section-VII (Forms and Procedure) as Form No. 14. Further, in case the laws require the Employer to take prior permission of the relevant Authorities before handing over the surplus material to the Contractor, the same shall be obtained by the Contractor on behalf of the Employer.	The indemnity Bond mentioned in this clause - for removal and disposal of scarp- is not applicable for the provision of services under this Tender. Kindly confirm.	<b>Clarified as:</b>  Successful bidder is required to execute the Contract as per terms and conditions mentioned in the bidding document. If any condition under the Contract becomes not applicable in respect of Scope of Work mentioned in the Bidding Documents, the same shall be suitably discussed with the successful Bidder on the basis of documentary evidence provided by them during execution of Contract.
200	Section-3 GCC, Page No. - 73, 36. Change in Laws and Regulations	36 Change in Laws and Regulations	Any additional financial obligation /outlay incurred due to any change in law maybe reimbursed to AMISP on actual basis. Kindly consider.	<b>Clarified as:</b>  Provisions of RfP is amply clear
201	Section-3 GCC, Page No. - 76, 39.1 Changes in the Facilities	39.1 Changes in the Facilities	Any changes/modification shall be subject to the mutual agreement between both the parties. Kindly confirm.	<b>Clarified as:</b>  Provisions of RfP is amply clear
202	Section-3 GCC, Page No. - 78, 41 Suspension	41 Suspension	As services are machine generated, Suspension can be accepted provided the payment obligation of Customer continues.	<b>Clarified as:</b>  Provisions of RfP is amply clear
203	Section-3 GCC, Page No. - 80, 42 Termination	42 Termination 42.1 Termination for EESL's Convenience	Kindly remove termination of Convenience clause	<b>Clarified as:</b>  Provisions of RfP is amply clear and shall remain unchanged.
204	Section-3 GCC, Page No. - 81, 42.2	42.2 Termination for Contractor or Implementing Partner's Default	Request customer to provide Bidder 90 days cure period for any breach or default. If the Bidder fails to rectify the breach within the 90 days cure period, the order can be cancelled	<b>Clarified as:</b>  Provisions of RfP is amply clear and shall remain unchanged.
205	Section-3 GCC, Page No. - 84, 47. Audit	47. Audit: EESL reserves the right to audit, at its expense, Contractors accounts and document pertaining to scope of work under this contract in each six (6) month period after providing reasonable written notice of at least fifteen (15) days. The audit shall be conducted without distributing the day to day work the Contractor and shall be focused and limited to the document, accounts or information pertaining to activities under this Contract	Audit of books and account is not acceptable. We can agree to of invoices, payment receipts etc. in relation to the services rendered under this Contract, and shall not include any books of accounts or cost break up of the Bidder. Kindly confirm.	<b>Clarified as:</b>  Provisions of RfP shall remain unchanged.

206	Section 2, Page No. 17, 4.8 Commercial Evaluation	a) Technical and Commercial Deviations The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this bidding document. In arriving at the evaluated cost, the price for withdrawal of deviations shown in Attachment 5 to the bid will be used if necessary. If such a price is not given in Attachment-5, the EESL will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids.	If such a price is not given in attachment-5, The assessment of the cost should be based on mutual understanding of bidder and EESL.	<b>Clarified as:</b>  Provisions of RfP is amply clear and shall remain unchanged.
207	Section 2, Page No. 21, 5.6 Contract Performance Security	Within twenty-eight (28) days after receipt of the Notification of Award, the successful bidder shall furnish the performance security for ten percent (10%) of the contract price or as specified in RfP/Bidding Documents and in the form provided in the section "Forms and Procedures" of the bidding documents or in another form acceptable to the EESL.	As per Section 2 Clause 5.6. Contract Performance Security is mentioned as 10% of contract value, however as per GCC Clause 13.3. the percentage of Contract Performance Security is mentioned as 3%. Kindly confirm the percentage of Contract Performance Security.	<b>Clarified as:</b>  Contract Performance Security (CPS) ( <i>which is three percent (3%) of the contract price</i> ) is to be submitted as per Part – D of Section-4 SPECIAL CONDITIONS OF CONTRACT (SCC)
208	Section 3, Page No. 53, 47. Audit	EESL reserves the right to audit, at its expense, Contractors accounts and document pertaining to scope of work under this contract in each six (6) month period after providing reasonable written notice of at least fifteen (15) days. The audit shall be conducted without distributing the day to day work the Contractor and shall be focused and limited to the document, accounts or information pertaining to activities under this Contract.	Kindly confirm bidder need to provide the VAPT audit from a Cert-IN Auditor or from a non-Cert-IN Auditor.	<b>Clarified as:</b>  Provisions of RfP is amply clear

209	Part – D of Section-4 SPECIAL CONDITIONS OF CONTRACT (SCC), Page 5 & 6 of 7	<p>Supplement clause 26.1 with the following:</p> <p>In case of any delay by the Contactor beyond the stipulated schedule given at GCC 8.2, including any extension permitted in writing, EESL reserves the right to recover from the Contactor a sum equivalent to 0.5 % of the Contract Price of the unexecuted portion of the work for delay per week or part thereof, subject to a maximum of 5 % of the total Contract Price.</p> <p>-----</p> <p>-----</p> <p>Alternatively, EESL may cancel the order completely or partly without prejudice to its right under the alternatives mentioned above.</p>		<p>Supplement clause 26.1 with the following:</p> <p>In case of any delay by the Contactor beyond the stipulated schedule given at GCC 8.2, including any extension permitted in writing, EESL reserves the right to recover from the Contactor a sum equivalent to 0.5 % of the Contract Price + Applicable GST of the unexecuted portion of the work for delay per week or part thereof, subject to a maximum of 5 % of the total Contract Price + Applicable GST.</p> <p>-----</p> <p>-----</p> <p>Alternatively, EESL may cancel the order completely or partly without prejudice to its right under the alternatives mentioned above.</p>
210	Bill of Quantity and Annexure-III (Price Bid Format)	Bill of Quantity and Annexure-III (Price Bid Format)	_____	<p><b>Amended as:</b></p> <p>Bill of Quantity and Price Bid Format is revised, please refer to the attached Revised Annexure-III (Price Bid Format). <b>Accordingly, price bid in excel sheet is also revised and uploaded on e-portal.</b></p>
211	Section-6 Forms & Procedures	Terms of Payment	_____	<p><b>Amended as:</b></p> <p>Please refer to attached <u><b>Annexure-C</b></u> for Revised Terms of Payment</p>
212	Section-4, Part-D, Sr. No. 10	<p>In case of any delay by the Contactor beyond the stipulated schedule given at GCC 8.2, including any extension permitted in writing, EESL reserves the right to recover from the Contactor a sum equivalent to 0.5 % of the Contract Price of the unexecuted portion of the work for delay per week or part thereof, subject to a maximum of 5 % of the total Contract Price. -----</p> <p>-----Alternatively, EESL may cancel the order completely or partly without prejudice to its right under the alternatives mentioned above</p>		<p><b>Amended as:</b></p> <p>In case of any delay by the Contactor beyond the stipulated schedule given at GCC 8.2, including any extension permitted in writing, EESL reserves the right to recover from the Contactor a sum equivalent to 0.5 % of the Contract Price for delay per week or part thereof, subject to a maximum of 5 % of the total Contract Price. Notwithstanding the above, in case of regular and repeated complaints against the Contactor and the Contactor's failure in providing satisfactory after-sales replacement warranty and maintenance services, EESL reserves the right to forfeit the SD/CPS submitted against the LOA towards non-performance of the contract. -----</p> <p>-----Alternatively, EESL may cancel the order completely or partly without prejudice to its right under the alternatives mentioned above</p>
213	Section-4, Part-C,	<p>1. Delivery Period / Completion Period / Time Schedule</p> <p>2. Transitioning/Exit</p> <p>3. Deliverables</p>		<p><b>Amended as:</b></p> <p>Please refer to attached <u><b>Annexure-D</b></u> for revised below clauses:</p> <p>1. Revised Delivery Period / Completion Period / Time Schedule</p> <p>2. Revised Transitioning/Exit</p> <p>3. Revised Deliverables</p>

**TERMS OF PAYMENT:**

In addition to the Conditions stipulated under GCC Clause 12, the following terms & Conditions will apply:

**1.1 Payment Terms:**

First billing cycle will start after acceptance of complete DC & DR.

Bidder shall submit the quarterly invoices in arrear mode and payment may be released within 30 days after submission of invoices & relevant documents/certificates by service provider and certification of engineer in charge of EESL.

Further, the payment shall be paid only on fulfilment of following conditions:

- a) Acknowledgement of NOA/LOA and signing of contract agreement.
- b) Submission of GST compliant Invoice
- c) Submission of CONTRACT PERFORMANCE GUARANTEE (CPG)
- d) Certification by Project manager/ Engineer in Charge

**1.2 Payment towards Taxes and Duties:**

Employer is liable for and shall pay only applicable GST on various components of prices. Implementing Partners are required to quote their prices inclusive of all taxes and duties except applicable GST. The Input Tax Credit (ITC) available, if any, under the GST Law as per the relevant Government policies wherever applicable shall be taken into account by the Implementing Partner while quoting bid price. EESL's liability shall be only for applicable GST.

No increase in Taxes and Duties (in case of change), which are payable as per the Contract, shall be allowed beyond the original delivery/ services/ Installation dates unless specifically stated in the Time Extension Letter, if any, issued by the Employer. The Employer will, however, be entitled to any decrease in the Contract Price which may be caused due to lower payable Taxes and Duties amount in case of delivery of Goods/ Installation beyond the original delivery/Installation dates. Therefore, in case of delivery of Goods/Installation beyond the original delivery/ Installation dates, the liability of the Employer shall be limited to the lower of the payable Taxes and Duties amount which may work out either on schedule date or actual date of despatch of Goods/ Installation.

Notwithstanding anything above or elsewhere in the contract, in event that input Tax credit of the GST charged by the supplier, is denied by the tax authorities to the employer for reasons associated with non-compliance/incorrect compliance by the supplier, the employer shall be entitled to recover such amount from the supplier by way of adjustment from any of the subsequent invoices submitted by the supplier to the employer. In addition to the amount of GST, the employer shall be entitled to recover interest and penalty, in case any interest/or penalty is imposed by the tax authorities on the employer for incorrect/wrong avaiment of input tax credit. The employer shall determine whether the denial of credit is linked to the non-compliance/indirect compliance of the supplier and the said determination shall be binding on the supplier.

**Annexure-D****1. Delivery Period in Section - 4 Part-C, Completion Period in Section – 1 (IFB) and Time Schedule in Section – 6 is Amended as below:**

Cl. ref.	Existing para		Amended as	
	Activity	Completion period	Activity	Completion period
Sl. no. 1	Configuration and delivery of servers & network infrastructure and associated services as per the scope of work.	Within 4 (Four) Weeks from the date of Notification of Award.	Migrate and provide all applications up and running for the business operation as running on the existing cloud to declare as delivery of cloud without any disruption (including DC and DR). Bidder also has to provide activities-wise detailed migration plan.	Within 8 (eight) Weeks from the date of Notification of Award.
Sl. no. 2	Delivery schedule for DR	Once the production environment is ready, DR should be ready within a time of 4 weeks after intimation from purchaser.	Stands deleted	
Sl. no. 2	Support, Maintenance, Management, Monitoring of services as per scope of work for 5 years	5 (Five) Years from the date of Notification of Award.	Support, Maintenance, Management, Monitoring of services as per scope of work for 5 years	5 (Five) Years from the date of Notification of Award.

**2. Clause No. 5. Transitioning/Exit:**

Clause No	Existing para	Amended as
<b>5. Transitioning/Exit</b>	(i) Buyer can exit from the contract if SLA is not met in 3 consecutive months. (ii) Buyer can exit from the contract	<b>A. Transitioning IN</b> - Migration from existing cloud  (i) Migration includes infrastructure of DC & DR (VM, TDI, Firewalls & WAF storage etc.). Bidder shall migrate these infrastructures from existing cloud to upcoming cloud.

	<p>without any justifications/reasons with 6 months' notice period.</p> <p>-----sub para (iii) to (x) continues -----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>(xi) The Bidder shall transfer know-how relating to operation and maintenance of the solution, software, Cloud Services, etc.</p>	<p>(ii) Bidder shall be responsible for the migration of all the SAP and NON-SAP applications from the existing cloud to the new cloud.</p> <p>(iii) Migration may be done by using lift and shift methodology or by means of fresh installation of operating systems, applications, DBs, relevant add-on, server hardening, SSL configuration and various other relevant configuration.</p> <p>(iv) Bidder shall migrate and provide the application up and running for the business operation as running on the existing cloud to declare as delivery of cloud without any disruption (including DC and DR).</p> <p>(v) Bidder also has to provide activities-w detailed migration plan.</p> <p>(vi) All required hardware, software, link, licen etc. for migration shall be provided by the bidder.</p> <p><b>B. Transitioning OUT</b> - Migration to anot cloud/DC/DR</p> <p>(i) Buyer can exit from the contract if SLA is not met in 3 consecutive months.</p> <p>(ii) Buyer can exit from the contract without any justifications/reasons with 6 months' notice period.</p> <p>-----sub para (iii) to (x) continues -----</p> <p>-----</p> <p>-----</p> <p>(xi) The Bidder shall transfer know-how relating to operation and maintenance of the solution, software, Cloud Services, etc.</p>
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### 3. Clause No.11, Deliverables:

Existing Deliverables is replaced with undermentioned table.

S. No.	Milestone	Deliverables
<b>Implementation</b>		
1	<b>Installation of the components at DC &amp; DR</b>	Installation and commissioning report including configuration, administration, technical and user manuals of all items. Joint test report of the system carried out by Purchaser and Supplier on the installed system to certify the complete functionality as per SOW.
2	<b>Operational Acceptance of the System</b>	All applications must be up and running for the business operation as running on the existing cloud to declare as delivery of cloud without any disruption (including DC and DR).  Reports that the system has been running successfully for Operational acceptance timeline. Operational acceptance certificate issued by the purchaser Details of all the reports that will form the part of O&M period for the monitoring of SLA duly signed off by the purchaser
<b>O&amp;M Period</b>		
1	<b>Successful running of system in the quarter</b>	All SLA reports will be provided by the supplier monthly as specified in SLA section or as desired by the purchaser from time to time All reports will be subjected to verification by the Purchaser.
2	<b>Cloud Performance</b>	The successful Bidder shall have monitoring tools capable of providing the exact utilization of servers and shall be able to generate per day, per month and per quarter utilization reports. Reporting on performance for the production environments Monthly.  All the reports related to performance/monitoring should include Network, Security, OS, Cloud etc.