



एनर्जी एफिशिएंसी सर्विसेज 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. 1

Ref: GEM/2024/B/4433983/Amdt. - 1

Date: 19.01.2023

To,

M/s .....

**Sub: Amendment No. 1** in Tender/RfP No. GEM/2024/B/4433983 Dated:04-01-2024 for "Procurement of Private Cloud Service (Data Centre & Disaster Recovery Centre) for hosting SAP and Non-SAP applications."

**Ref:**

1. NIT/Bid Document No. GEM/2024/B/4433983 Dated:04-01-2024.
2. Pre-bid meeting held on 11<sup>th</sup> January 2024.

Dear Sir/Madam,

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

1. For replies against queries, please refer to attached Annexure - A.
2. Please refer to attached Annexure - B for RTGS Details.
3. Clarification in Price Break Up as mentioned below:

Sr. No.	Description as per RfP	Clarified as
1.	Price Break -up in excel	<p>1) No change in Price Break-up excel is permitted.</p> <p>2) Bidders are required to quote total prices <b>inclusive of GST</b> on "GeM portal". In addition, Bidder should note that "Financial Document indicating Price Break-up"(in pdf format) is required to be uploaded as per the details indicated in the Price Break-up excel sheet. Prices required to be quoted in Price Break-up excel are <b>exclusive of GST</b>.</p> <p>3) GST @ 18% shall be considered for calculating total award price, however, GST shall be paid at actuals in line with RfP Documents.</p>

पंजीकृत कार्यालय: एन. एफ. एल. बिल्डिंग, पाँचवा और छठा तल,  
कोर - 3, स्कोप कॉम्प्लेक्स, लोधी रोड, नई दिल्ली - 110003  
दूरभाष: +91 (011) 45801260, फ़ैक्स: +91 (011) 45801265  
वेबसाइट: www.eeslindia.org

**REGISTERED OFFICE:** NFL Building, 5<sup>th</sup> & 6<sup>th</sup> Floor,  
Core - III, SCOPE Complex, Lodhi Road, New Delhi - 110003  
**Tel.:** +91 (011) 45801260, **Fax:** +91 (011) 45801265  
**Website:** www.eeslindia.org

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

Thanking You,

*for and on behalf of EESL*



*Neeraj*  
*19/01/2024*

Neeraj Pal  
DM (Contracts)

**Annexure-A**

<b>Procurement of Private Cloud Service (Data Centre &amp; Disaster Recovery Centre) for hosting SAP and Non-SAP applications</b>				
<b>Tender No. Bid Number:GEM/2024/B/4433983 Dated:04-01-2024</b>				
<b>Sr. No.</b>	<b>Section No., Page No., Para No/ Clause No.</b>	<b>Description as Per RFP</b>	<b>Queries/ Clarificati on of the bidder</b>	
			<b>EESL Comments</b>	
1.	Section No.: B. Qualifying Requirements for MSP Page No.: 110 of .pdf file OR Para No/ Clause 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). □ Single Work Order valued not less than Rs. 3,70,40,000/- OR □ Two Work Orders each valued not less than Rs. 2,31,50,000/- OR □ Three Work Orders each valued not less than Rs. 1,85,20,000/- "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 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 originally scheduled date of bid opening (as per NIT), as certified by the Client shall be considered. However, the work executed must include "Similar work" as above.	Bidder should have successfully <del>executing</del> 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). □ Single Work Order valued not less than Rs. 3,70,40,000/- OR □ Two Work Orders each valued not less than Rs. 2,31,50,000/- OR □ Three Work Orders each valued not less than Rs. 1,85,20,000/- "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 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 originally scheduled date of bid opening (as per NIT), as certified by the Client shall be considered. However, the work executed must include "Similar work" as above.	<b>Clarified As:</b>  The said provision of R/P/Bidding Documents shall remain unchanged.  However, Bidders may note that for the purpose of Qualifying Requirement (QR), executed/completed work shall be considered in line with Certification/Verification/Confirmation issued by Client/Employer who has awarded such work on the Bidder.
2.	Section No.: B. Qualifying Requirements for MSP Page No.: 110 of .pdf file Para No/ 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.	Bidder should have at least <del>two</del> <b>One</b> 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.	<b>Clarified As:</b>  The said provision of R/P/Bidding Documents shall remain unchanged.
3	ATC/Point11/Pg11 GTnC/16/31	In case the Contractor is a Public Sector Enterprise or a Government Department In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. In case the Contractor is not a Public Sector Enterprise or a Government Department Any dispute or differences arising out of or touching this Agreement if not resolved amicably within 30 days of raising such dispute or difference and subject to cure period as provided in the Agreement; shall be referred to the Arbitration, of single arbitrator mutually agreed between the Parties. In case the parties fail to agree upon single arbitrator then, either of the party may approach a competent court for the appointment of the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and all amendment thereunder. The decision of the arbitral tribunal shall be final and binding on the Parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and all amendment thereunder. ----- shall be borne equally by the Parties and the venue of arbitration shall be Delhi, India.	Can we agree on Mumbai or New Delhi courts specifically?	<b>Clarified As:</b>  The said provision of R/P/Bidding Documents shall remain unchanged.

4	GTnC/18/33	In any event, neither party shall be liable for any special, incidental, punitive, exemplary or consequential damages arising out of or in connection with the Contract entered between the parties. The aggregate liability of either party, whether under the contract, in tort or otherwise, shall not exceed the total contract value, provided that this limitation shall not apply to: (i) Any obligation or claim arising out of or in connection with any third party claim of IPR infringement, (ii) In the event of any gross negligence or willful misconduct on part of either party, as finally judicially determined by a court of competent jurisdiction.	Bidder suggests the aggregate liability of Bidder should be capped to an amount that shall not exceed recent twelve (12) months of charges collected by Bidder pursuant to the applicable po/order giving rise to the liability.	Clarified As: The said provision of R/P/Bidding Documents shall remain unchanged.
5	GTnC/23.1/38	Assignment	We request Contractor to allow the assignment between TC Affiliates and Subsidiaries without taking written consent.	Clarified As: The said provision of R/P/Bidding Documents shall remain unchanged.
6	GTnC/23.2/38	The Seller shall at all time indemnify Buyer against all suits and claims which may be made in respect of the goods/ services for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim and suit in respect of alleged breach of patent, registered designs or trade-mark being made against the Buyer, the Buyer shall notify the Seller/ Service Provider of the same who shall at its own expense either settle any such dispute or conduct and litigation that may arise there from.	Bidder requests to add the following exceptions to the said clause: 1. Not using the said products in combination with other products not provided by the Bidder or 2. equipments not being used as per the instructions provided by the Bidder.	Clarified As: The said provision of R/P/Bidding Documents shall remain unchanged.
7	GTnC/23.2/38	Buyers and Sellers agree to indemnify, defend and hold harmless GeM: 23.2.1- Breach of the contract 23.2.2- 3rd party third party claims due use of the Website 23.2.3- claims made by 3rd party regarding content/ information or materials provided by Seller cause any damage to a third party; 23.2.4- Violation of any IP rights	Bidder requests to restrict this section only to claims arising from damage to tangible property, personal injury or death caused by such party's negligence or willful misconduct.  Bidder further suggests addition of the following clause: With respect to all claims including those for intellectual property claims, Bidder shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO/Order giving rise to the liability	Clarified As: The said provision of R/P/Bidding Documents shall remain unchanged.
8	ATC/Point20/Pgl7/(a)	TERMINATION OF CONTRACT a) Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.	Bidder suggests at least 30 days prior written notice to be given before termination, also this clause to be made mutual.	Clarified As: The said provision of R/P/Bidding Documents shall remain unchanged.
9	ATC/Point20/Pgl7/(b)	(b) Termination for Buyer's Convenience	Bidder suggests deletion of this clause	Clarified As: The said provision of R/P/Bidding Documents shall remain unchanged.
10	ATC/Point22/Pgl8	Contractual provisions under the Contract	Bidder seeks clarification on the documents. Bidder would like to understand whether ATC document prevails or terms of the Master Service Agreement.	Clarified As: In case of contradiction, the provisions of ATC shall prevail.
11	120	Master Services Agreement	Bidder seeks clarification on the documents. Bidder would like to understand whether ATC document prevails or terms of the Master Service Agreement.	Clarified As: In case of contradiction, the provisions of ATC shall prevail.
12	1.13	Termination	Bidder suggests at least 30 days prior written notice to be given for termination with clause, also this clause to be made mutual. Bidder further suggests termination for convenience to be deleted in entirety. Effects of termination to be made mutual	Clarified As: Provision of R/P is amply clear. The said provision of R/P/Bidding Documents shall remain unchanged.

13	1.14	Indemnification & Limitation of Liability	<p>Bidder suggests the clause to be replaced with the below mentioned clause</p> <p>.1 Indemnification. Each Party shall indemnify the other from and against any claims by third parties (including any Governmental Authority) and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct. Customer shall also indemnify, defend and hold Supplier harmless from any and all claims (including claims by any Governmental Authority seeking to impose penal or criminal sanctions) (i) relating to Customer's or its End Users' use of the Services; and/or (ii) claims arising from Customer's breach of Section 3.1 or Section 3.5.</p> <p>.2The indemnified Party under Section 5.1: (i) must notify the other Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the other Party is prejudiced thereby; (ii) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the other Party shall have control of the defense and settlement; and (iii) shall reasonably cooperate with the defense.</p> <p>.3Damages. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR (B) ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES, ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. FOR ANY LIABILITY NOT EXCLUDED BY THE FOREGOING OR SECTION 4, SUPPLIER SHALL IN NO EVENT BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY SUPPLIER PURSUANT TO THE APPLICABLE COF GIVING RISE TO THE LIABILITY.</p> <p>.4Limitation For Services-Related Matters. SUPPLIER'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR DAMAGES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION RELATING TO THE FURNISHING OF OR THE FAILURE TO FURNISH SERVICES (INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE TO TRANSMIT OR ESTABLISH CONNECTIONS, FAILURE TO SATISFY SERVICE LEVELS OR SPECIFICATIONS, DELAYS, ERRORS OR OTHER DEFECTS) IS LIMITED TO ANY APPLICABLE CREDIT ALLOWANCES DUE AND/OR CUSTOMER'S RIGHT TO TERMINATE A PARTICULAR SERVICE UNDER THE APPLICABLE SERVICE LEVEL GUARANTEE AS SET FORTH IN THE RELEVANT SERVICE SCHEDULE(S).</p> <p>.5CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY ARE REASONABLE AND ARE A MATERIAL INDUCEMENT FOR SUPPLIER ENTERING INTO AND PROVIDING SERVICES PURSUANT TO THIS AGREEMENT. NOTWITHSTANDING THE ABOVE, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS LIMITING THE LIABILITY OF EITHER PARTY FOR (A) PERSONAL INJURY OR DEATH RESULTING FROM THE NEGLIGENCE OF A PARTY OR ITS EMPLOYEES, (B) FRAUD OR FRAUDULENT MISREPRESENTATION, OR (C) WILFUL MISCONDUCT.</p>	<p>Clarified As:</p> <p>The said provision of R/P/Bidding Documents shall remain unchanged.</p>
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14	1.19.	Intellectual Property Rights	<p>Bidder suggests the following clause to be replaced</p> <p>1. Intellectual Property. Customer is and shall remain exclusively entitled to all right and interest in and to all Customer Technology, and Supplier is and shall remain exclusively entitled to all right and interest in and to all Supplier Technology. Customer shall not, directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to derive source code or other trade secrets from Supplier Technology.</p> <p>2. Intellectual Property Infringement Claims. In the event of a third party claim of intellectual property infringement, Supplier may, at its sole option, (i) obtain for Customer the right to continue using the Services, (ii) modify the Services so that the Services are non-infringing, (iii) replace the Services with a functionally equivalent, non-infringing service, or (iv) if the alternatives in Section 4.6(i)-(iii) are not available, Supplier may so notify Customer and terminate such infringing Services without penalty to either Party. Notwithstanding anything in this Agreement to the contrary, this Section 4.6 is Customer's sole and exclusive remedy for any intellectual property infringement claims.</p>	<p>Clarified As:</p> <p>The said provision of RFP/Bidding Documents shall remain unchanged.</p>
15	Page 72	Table E	Can we add additional line items in the BOQ to replace the services being provisioned ?	<p>Clarified As:</p> <p>The said provision of RFP/Bidding Documents shall remain unchanged.</p> <p>Bidders are requested to not change any format /price bid of RFP Documents unless permitted to do so.</p>
16	Page 74	DC/DR BW	Can we provide a burstable model of BW rather than a fixed model ? A burstable model allows on demand consumption of BW rather a constant allocation	<p>Clarified As:</p> <p>Can be accepted, subjected that replication not depriving for bandwidth</p>
17	Page 87	Penalties in case of Cyber breach	What is the capping on penalties due to data breach?	<p>Clarified As:</p> <p>provision of RFP is amply clear</p>
18	Page No :81 Transitioning.	Transitioning IN - Migration from existing cloud.	<p>1)Required details about SAP databases &amp; applications and their versions to review &amp; plan for migration.</p> <p>2)Required details about SAP-integrated 3rd party applications.</p> <p>3)Please share the current application high level architecture diagram and its dependencies clearly mentioned in logical diagram? This would help us to align the same in the target architecture by Incorporating Design best practices.</p> <p>4)Please let us know if we have any SAP upgrades requirements along with migrations.</p>	<p>1) (a) HANA DB 2.0 SP05 - 2 Systems(ECC 6.0 EHP 8 &amp; BW 7.5 ) consisting (DEV, QA, PRD &amp; DR)</p> <p>(b) Sybase DB - ASE-16.0.04.02 - 5 Systems (PI Rel-7.5 , EP Rel-7.5 , BO 4.3 SP03, Solman 7.2 &amp; Fiori Rel 1.0) consisting (Dev, QA, PRD &amp; DR)</p> <p>2) E-invoicing with Gov. Portal (external)</p> <p>(a) BTS (Internal)</p> <p>(b)E-Commerce (Internal)</p> <p>(c) Attendance (Internal)</p> <p>3)Standard architecture with HANA DB and Sybase DB</p> <p>4)Upgrade may not be required in case of lift &amp; shift. However, upgrade may required, in case fresh installation</p>
19	GTC clause 4.0, xiii(f) Point No 2	Bid Security (INR 46,30,000/-)	As per GEM GT&C Bidder having turnover more than 500 Cr whose are exempted for submitting EMD . We request you please clarify that can we submit EMD exemption letter in hardcopy considering above EMD exemption clause as we are having turnover more than 500 Cr.	<p>Clarified As:</p> <p>Bidders are required to provide documentary evidence in case of any exemption provided under GeM documents.</p>
20	Page 69 / Table A & B	BOQ	Generic Available T-shirt sizes doesn't have the required configuration hence we will provide 32 vCPU and 768 GB RAM instead of 32 vCPU and 756 GB RAM hence requesting you to change the same in the BOQ as it will impact on the SAP licensing cost	<p>Clarified As:</p> <p>Higher size can be accepted</p>
21	Page 69 / Table A & B	BOQ	Generic Available T-shirt sizes doesn't have the required configuration hence we will provide 8 vCPU and 96 GB RAM instead of 8 vCPU and 32 GB RAM hence requesting you to change the same in the BOQ as it will impact on the SAP licensing cost	<p>Clarified As:</p> <p>Higher size can be accepted</p>
22	Page 69 / Table A & B	BOQ	Generic Available T-shirt sizes doesn't have the required configuration hence we will provide 4 vCPU and 96 GB RAM instead of 4 vCPU and 16 GB RAM hence requesting you to change the same in the BOQ as it will impact on the SAP licensing cost	<p>Clarified As:</p> <p>Higher size can be accepted</p>
23	Page 69 / Table A & B	BOQ	Generic Available T-shirt sizes doesn't have the required configuration hence we will provide 16 vCPU and 126 GB RAM instead of 16 vCPU and 64 GB RAM hence requesting you to change the same in the BOQ as it will impact on the SAP licensing cost	<p>Clarified As:</p> <p>Higher size can be accepted</p>
24	Page 69 / Table A & B	BOQ	Generic Available T-shirt sizes doesn't have the required configuration hence we will provide 4 vCPU and 96 GB RAM instead of 2 vCPU and 8 GB RAM hence requesting you to change the same in the BOQ as it will impact on the SAP licensing cost	<p>Clarified As:</p> <p>Higher size can be accepted</p>
25	Page 69 - 71 / Table A - D	BOQ	There is no mention of databases in the entire BOQ. Kindly confirm if no DB is required?	<p>Clarified As:</p> <p>DB license will be provided by EESL</p>
26	Page 72	SLA based monthly availability	99.95% has been asked, Kindly clarify if all the components should be in HA to achieve this	<p>Clarified As:</p> <p>bidder shall ensure SLA</p>
27	Page 72	Data in Unlimited internet bandwidth utilisation by applications hosted VMs.	Do you need the rate card for data transfer per gb model	<p>Clarified As:</p> <p>The said provision of RFP/Bidding Documents shall remain unchanged.</p>

28	Page 72	Data out Unlimited internet bandwidth utilisation by applications hosted VMs.	Do you need the rate card for data transfer per gb model	Clarified As: The said provision of RFP/Bidding Documents shall remain unchanged.
29	Page 73	Backup & Archival Services	Kindly provide the policy details	Clarified As: Backup policy will be formulated jointly, for details, refer to page no 75 of ATC
30	Page 73	SOC Services	Kindly elaborate on what type of SOC services are required and what is the total EPS count which is required	Clarified As: SIEM must be included. Bidder shall monitor, prevent, detect, investigate and respond to cyber threats around the clock
31	Page 73	Active directory configuration, migration and management	AD Management at EESL office should be owned by EESL team	Clarified As: Users management will be done by EESL team, configuration change and management will be in bidder's scope
32	Page 77	Firewalls throughput is appended below. <input type="checkbox"/> Firewall throughput - 11 Gbps, <input type="checkbox"/> Throughput With Full security implementation - 1.3 Gbps <input type="checkbox"/> Throughput With Next Gen Threat Protection - 3 Gbps <input type="checkbox"/> Throughput With IPS - 3 Gbps	This is high throughput requirement, It is the maximum limit which can be utilized and Bidder should have the capacity to provide this or is this required from Day 1. Also, It is the total throughput required for Internal and External Firewall both?	Clarified As: The said provision of RFP/Bidding Documents shall remain unchanged.
33	Page 77	Throughput of WAF should be at least 2 Gbps	This is high throughput requirement, It is the maximum limit which can be utilized and Bidder should have the capacity to provide this or is this required from Day 1	Clarified As: The said provision of RFP/Bidding Documents shall remain unchanged.
34	Page 81 / Transitioning	Bidder shall be responsible for the migration of all the SAP and NON-SAP applications from the existing cloud to the new cloud.	Application migration should be done by Application Vendor. Bidder should be responsible to provide the infrastructure and do the infrastructure migration and post migration, application configuration & management should be done by Application vendor hence request you to change the clause. Also, Kindly provide the source infrastructure details like Hypervisor, location, server configuration, OS etc to devise the migration plan accordingly	Clarified As: 1.No change in Scope, 2. OS details - Already shared 3. Source Hypervisor - VMWare, Few physical TDI boxes for HANA DBs 4. Location- ESDS (Mumbai, Bengaluru)
35	Page 81 / Transitioning	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).	Application migration should be done by Application Vendor. Bidder should be responsible to provide the infrastructure and do the infrastructure migration and post migration, application configuration & management should be done by Application vendor hence request you to change the clause. Also, Kindly provide the source infrastructure details like Hypervisor, location, server configuration, OS etc to devise the migration plan accordingly	
36	Page 81 / Transitioning	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).	Application migration should be done by Application Vendor. Bidder should be responsible to provide the infrastructure and do the infrastructure migration and post migration, application configuration & management should be done by Application vendor hence request you to change the clause. Also, Kindly provide the source infrastructure details like Hypervisor, location, server configuration, OS etc to devise the migration plan accordingly	
37	Page 78	The bidder shall implement necessary DDOS and ransomware protection for entire landscape at DC and DR.	Please confirm the scope of DDOS as it is not a part of BOQ	Clarified As: Bidder shall protect complete environment from DDOS attacks
38	General Query	RPO/RTO	What is the current RPO and RTO and what tool/s are used for DR replication ?	Clarified As: Bidder shall provide best tool to achieve the RTO & RPO as per tender requirement
39	General Query	DC/DR	Where is the DC and DR setup running currently? Who is currently managing the DC and DR?	Clarified As: ESDS (Mumbai, Bengaluru)
40	General Query	Locations and Inventory	Please share HO and Branch details. What device monitoring is expected in HO and branch locations? Please share the inventory for DC and DR. <u>HO and Branch locations</u> <u>DC and DR locations</u>	Clarified As: Provision of RFP is amply clear
41	General Query	Backup	What is the backup tool used? What is the backup frequency?	Clarified As: 1. Bidder shall provide best tool to achieve the tender requirement 2. Backup policy will be formulated jointly, for details, refer to page no 75 of ATC
42	General Query	Resources	Which are the locations where bidder is expected to have resources.	Clarified As: NCR
43	General Query	Antivirus	Is there a solution already in place for virus detection?	Clarified As: Symantec
44	General Query	Monitoring	Can we bring our monitoring tool ?	Clarified As: yes
45	General Query	Access Management	Is there a PIM/PAM solution currently deployed ?	Clarified As: no

46	General Query	Version	Please share the version of all the databases and OS flavors	(1) (a) SAP DBs – HANA DB 2.0 SPO5 - 2 Systems(ECC 6.0 EHP 8 & BW 7.5 ) consisting (dev, Qua, Prd & DR). Sybase DB – ASE-16.0.04.02 - 5 Systems (PI Rel-7.5 , EP Rel-7.5 , BO 4.3 SPO3, Solman 7.2 & Fiori Rel 1.0) consisting (dev, Qua, Prd & DR) (b) Non-SAP- MS SQL, MySQL, Oracle, MariaDB, DB2, postgresql, etc. (2) OS - already shared in ATC
47	General Query	SLA	What is the expected SLA ?	provision of RFP is amply clear
48	General Query	Ticketing	Can we bring our Ticketing tool ?	yes
49	General Query	DR Drill	Could you please explain the expectation ?	provision of RFP is amply clear
50	General Query	Penalty	Could you please explain more on penalty ?	provision of RFP is amply clear
51	General Query	Reports	What are the Reports to be shared ?	provision of RFP is amply clear
52	2. Delivery Period: 69 SR.No1	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.	1)Kindly confirm total data size for migration including Database/Logs/Flat files in (GB/TB) (Ex: 600GB OR 1TB) 2) Existing hypervisor name and version,edition if any ? 3) Please confirm the existing SAP Implementation partner and also confirm the scope of partner. Existing servers maker and model ? 1) Please share the SAP Landscape details. 2) Which SAP Module are implemented kindly confirm. 3) Also share the SAP count of instanse according to the SAP landscape.	1. approx. 70-80% of BOQ sizing 2. VMWare 3. Amity software sys ltd. AMC and change management of SAP applications after migration and acceptance . 4. MM, SD, PS, FICO, HCM, Fiori, ESS, BI, BW & supporting system like solman, web dispatcher, PO, SAP router, etc. at DC (Dev, QA, PRD) & DR 5. VM sizing are according to the requirement
53	2. Delivery Period: 69 Completion period SR.No1	Within 12 (twelve) Weeks from the date of Notification of Award.	Request you to amend the clause as "Within 18 (Eighteen) Weeks from the date of Notification of Award." Currently there is a delay of hardware delivery across all OEM and it's a private Cloud requirement, So request you to extend the project deployment & Migration time line.	Clarified As:  The said provision of R/P/Bidding Documents shall remain unchanged.
54	2. Delivery Period: 69 SR.No1	(i) From existing DC & DR to bidder's DC & DR (a) Migration (OS,network, etc.)	Kindly confirm the existing DC and DR location	ESDS (Mumbai, Bengaluru)
55	Table E : (Associated Services) 72 17	Rack space and power supply at DC and DR	Kindly confirm the required Rackspace and power at DC and DR site	4-6 U for MUX, router, switches, etc.
56	Table E : (Associated Services) 72 17	For hosting MPLS infra	1.Kindly confirm is their any MPLS link will be terminated at DC and DR. 2. If yes, Kindly confirm the total number of links will be terminated at DC and DR site. (please Confirm the required Cross connect at DC and DR site)	2 at DC and 1 at DR
57	Table E : (Associated Services) 99	SOC services	1.We require information about the SOC solution to be deployed at DC & DR site, Kindly give us more clarity on the SOC solution what will be covered in soc such as SIEM. 2. "DR will be in passive/ stand-by mode. SOC Services will be required at DR only when DR is invoked" as per the statement we will propose the same in solution..	SIEM must be included. Bidder shall monitor, prevent, detect, investigate and respond to cyber threats around the clock  Active DR is required. SOC services should be deployed at DR too.
58	Table E : (Associated Services) 72 3	Data in Unlimited internet bandwidth utilisation by applications hosted VMs	1.Request you to confirm the Approx internet data consumption monthly so it will help us to size the internet bandwidth for the Environment.	provision of RFP is amply clear
59	Table E : (Associated Services) 72 5	Active directory configuration, migration and management	1.Request you to please share the total number of users count for to bidder has to managed the active directory setup / daomain controller. 2.Please confirm the total number of Domains and Subdomains	Users management will be done by EESL team. However, migration, configuration changes and management will be in bidder scope  single domain
60	Table E : (Associated Services) 72 18	P2P link for DC/DR replication.	Kindly confirm the P2P link between DC and DR required in redundancy.	SLA, RPO & RTO should be maintained
61	4. SCOPE OF WORK: 73 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.	Kindly confirm the existing DRM tool Name version and edition.	Bidder can provide any DRM tool



62	E. Security Infrastructure & Security Administration Services 76 ii	(ii) There shall be two layers of Firewall i.e. External & Internal Firewall. External firewall shall protect EESL internal network from external world and internal firewall shall protect EESL systems setup in MZ from internal as well as external threats	1. Kindly confirm the existing firewall make and Model. 2. Kindly confirm can we propose the external firewall with UTP/UTM bundle and internal standard firewall as its going to handle the internal traffic of environment.	Fortigate, Sophos
63	I. Privacy and Security Safeguards 78 i	The bidder shall implement necessary DDOS and ransomware protection for entire landscape at DC and DR.	Please confirm the DDOS mitigation throughput	Performance should not be degraded
64	Section No. 4 Page No. 18 Para No/Clause No O	Notwithstanding above, GeM SPV / GeM Admin also reserve the right to debar such seller from GeM portal. Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence, the debarment period can be increased suitably by GeM SPV / GeM Admin. By submitting a bid on GeM, the Bidder explicitly undertakes to abide by the above clause.	Request for removal of this clause	Clarified As: The said provision of RfP/Bidding Documents shall remain unchanged.
65	Section No. 19 Page No. 34 Para No/Clause No 19	<b>Termination for Default:</b> If the seller does not perform its obligations within the Delivery Period / Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or Withdraw the Contract for the unsupplied portion after the expiry of the original, extended or re-fixed delivery date or period stipulated in the Contract. Such cancellation of contract on account of non - performance by the Seller would entitle the Buyer to forfeit the performance security <b>besides other actions such as downgrading the Seller's rating or debarment from the GeM for specified period as decided by GeM on merits.</b>	Request to remove this red highlighted implication as Bidder is at the stake of losing the contract along with the performance security.	Clarified As: The said provision of RfP/Bidding Documents shall remain unchanged.
66	Section No. 20 Page No. 34 Para No/Clause No 20	<b>Closure of Transaction:</b> After <b>satisfactory</b> completion of all the obligations under the Contract and release of payments for the goods / services, the transaction shall be treated as closed.	Since this is a vague and open ended ground, request to either remove the word 'Satisfactory' or align it with the agreed Scope of Work.	Clarified As: The said provision of RfP/Bidding Documents shall remain unchanged.
67	Section No. 23.5 Page No. 39 Para No/Clause No 23.5	<b>LIST OF PROHIBITIVE ACTIVITIES:</b> The following is an indicative list of prohibitive activities which the Buyers and the Sellers registered on GeM platform shall not perform on the GeM platform. A breach of any of the prohibited activities shall give the right to GeM under the Applicable Laws or in terms of these GTC or the GeM Website Policies to take administrative action which may include partial or permanent disabling of account on GeM Website, <b>debarment</b> etc.	Request to remove this red highlighted implication as Bidder is at the stake of losing the contract along with the performance security.	Clarified As: The said provision of RfP/Bidding Documents shall remain unchanged.
68	Section No. 26 Page No. 45 Para No/Clause No 26	<b>Compliance of Restrictions under Rule 144 (xi) of GFR 2017 as per DOE Order (Public Procurement No.4) dated 23.02.2023 (as amended from time to time)</b> Any false declaration and non-compliance of the above would be a ground for <b>debarment</b> and further legal action in accordance with law.	Request to remove this red highlighted implication as Bidder is at the stake of losing the contract along with the performance security.	Clarified As: The said provision of RfP/Bidding Documents shall remain unchanged.
69	Section No. 20 ATC Page No. 17 Para No/Clause No 20	(b) <b>Termination for Buyer's Convenience:</b> If at any time after acceptance of the tender, the Buyer shall decide to abandon or reduce or increase the scope of works for any reason whatsoever and hence not require the whole or any part of the works to be carried out the Officers-in-Charge shall give 01 (One) month notice in writing to that effect to the Service Provider and the Service Provider shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which might have derived from the execution of works in full but which did not derive in consequence of the fore-closure of the whole or part of the works.	Request for removal of the clause since the clause gives the right of <b>Termination for Convenience</b> to Buyer which is unreasonable.  Further, in case of such termination for convenience, how Buyer will pay the dedicated costs, if any, incurred by Supplier? Provision to be made inline.	Clarified As: The said provision of RfP/Bidding Documents shall remain unchanged.
70	Section No. 1.13 MSA Page No. 140 Para No/Clause No 1.13.1 (b)	In the event, the Purchaser terminates the Agreement in whole or in part, the Purchaser may procure, upon such terms and conditions as it deems appropriate, services similar to those undelivered, and the Managed Service Provider shall be liable to the Purchaser for any excess costs for such similar services where such excess costs shall not exceed 10% of the value of the undelivered services.	Request to remove this as this is imposing additional liability.	Clarified As: The said provision of RfP/Bidding Documents shall remain unchanged.
71	Section No. 1.13.2 Page No. 141	<b>1.13.2.Termination for Convenience</b> a) The Purchaser may at any time terminate the Contract for any reason by giving the Managed Service Provider a notice of termination that refers to this clause. b) Upon receipt of the notice of termination under this clause, the Managed Service Provider shall either as soon as reasonably practical or upon the date specified in the notice of termination: (i) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the system/application/solution already executed, or any work required to leave the site in a clean and safe condition; (ii) terminate all subcontracts, if any, except those to be assigned to the Purchaser pursuant to Clause 1.13.2 (d) (ii) below; c) remove all Managed Service Provider's equipment from the site, repatriate the Managed Service Provider's and its Subcontractors' personnel, if any, from the site, remove from the site any wreckage, rubbish, and debris of any kind; d) in addition, the Managed Service Provider shall: (i) deliver to the Purchaser the parts of the system/application/solution executed by the	Request for removal of the clause since the clause gives the right of <b>Termination for Convenience</b> to Buyer which is unreasonable.  Further, in case of such termination for convenience, how Buyer will pay the dedicated costs, if any, incurred by Supplier? Provision to be made inline.	Clarified As: The said provision of RfP/Bidding Documents shall remain unchanged.

	Para No/Clause No 1.13.2	Managed Service Provider up to the date of termination; (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Managed Service Provider to the system/subsystem/application/solution/, as at the date of termination, and, as may be required by the Purchaser, in any subcontractors, if any, concluded between the Managed Service Provider and its Subcontractors; (iii) deliver to the Purchaser all non-proprietary drawings, specifications, and other documents prepared by the Managed Service Provider or its Subcontractors, if any, as of the date of termination in connection with the system/application/solution.		
72	Section No. A/Qualifying Requirements for CSP) Page No. 104 Para No/Clause No - 1.1.5	Offered cloud/VMs must be SAP certified in SAP HANA operations and SAP certified in Cloud & Infrastructure Operations as on originally scheduled date of bid opening.	Our certification is in renewal process hence request you to please amend the clause as Offered cloud/VMs must be SAP certified or <b>in process</b> in SAP HANA operations and SAP certified or <b>in process</b> in Cloud & Infrastructure Operations as on originally scheduled date of bid opening.	Clarified As: The said provision of R/P/Bidding Documents shall remain unchanged.
73	Section No. A/Qualifying Requirements for CSP) Page No. 105 Para No/Clause No -1.1.5	Outsourcing of support services shall not be allowed.	Please delete this clause.	Clarified As: The said provision of R/P/Bidding Documents shall remain unchanged.
74	Section No. A/Qualifying Requirements for CSP) Page No. 105 Para No/Clause No -1.1.5	For SOC1 & SOC2 – Audit report without any non-conformity of previous financial year (2022-23).	We have SOC 1 and SOC 2 report dated April 2023 for the period Jan - Dec 2022 (which covers financial year 2022-23) Please confirm if this meets your stated requirement	Clarified As: The said provision of R/P/Bidding Documents shall remain unchanged.
75	Section No. Annexure -1 Page No. 69 Clause 3. Bill of Quantity	Table A: (SAP-DC)	1. Please suggest if the cores mentioned in server sizing are physical cores or virtual cores. 2. Are the server instances mentioned in the inventory physical instances or virtual instances ?	1.Virtual 2. Virtual
76	Section No. Annexure -1 Page No. 69 Clause 3. Bill of Quantity	Table A: (SAP-DC) - Storage 1 - Additional Storage for Servers	1. Please suggest if there is any specific storage performance requirement in terms of IOPS/TB or overall total IOPS. 2. Does the storage needs to be dedicated physical appliance or it can be dedicated LUN/volume from a multi-tenant storage appliance.	1. SSD based storage should be provisioned for servers 2. Dedicated LUN/volume can be provisioned
77	Section No. Annexure -1 Page No. 70 Clause 3. Bill of Quantity	Table B: (SAP-DR)	1. Please suggest if the cores mentioned in server sizing are physical cores or virtual cores. 2. Are the server instances mentioned in the inventory physical instances or virtual instances ?	1.Virtual 2. Virtual
78	Section No. Annexure -1 Page No. 71 Clause 3. Notes Below Table C	Note 2: For server 9 and 10, Bidder has to provide latest version of CentOS (or N-1) operating systems must have back-to-back OEM warranty and support for the overall contract period.	Since CentOS is a Community driven / supported OS, our understanding is that there cannot be back-to-back OEM warranty/support. Request you to exclude this mandate for CentOS	Bidder shall provide any Linux flavour with back to back OEM warranty/support .
79	Section No. Annexure -1 Page No. 72 Clause 3. Table E (Associated Services)	5. P2P link for DC/DR Replication - 80 mbps	Please suggest if a single link is required for replication or redundancy of the link is to be factored.	SLA, RPO & RTO should be maintained
80	Section No. Annexure -1 Page No. 73 Clause 3. Table E (Associated Services)	17. Rack space and power supply at DC and DR - For hosting MPLS Infra	Please help with the below details: 1. MPLS link count 2. MPLS link medium - Copper/Fiber 3. Rack space required for hosting MPLS infra - per link - in terms of U space	1. 2 at DC and 1 at DR 2. Fiber 3. 4-6 U for MUX, router, etc.
81	Section No. Section 4 (Scope of Work) Page No. 75 Clause D. Backup Solution	Bidder shall provide the required backup tools/software.	Our understanding is that we can provide managed backup solution in a multi-tenant (shared) environment with dedicated storage volume for your backup. Please confirm or a dedicated backup software/tool is required.	Bidder has to provide all tools & licenses required for backup
82	Section No. E. Security Infrastructure & Security Administration Services Page No. 77 Clause xix	Firewalls throughput is appended below. * Firewall throughput - 11 Gbps * Throughput With Full security implementation - 1.3 Gbps * Throughput With Next Gen Threat Protection - 3 Gbps * Throughput With IPS - 3 Gbps	Since Table E on Page 72 (Point 6) mentions internal (dedicated firewalls) and external (Dedicated/Shared) firewalls at DC/DR, we understand that the specifications are applicable only for internal firewall. Please suggest	Shared specifications are for both firewalls

83	Section No. E. Security Infrastructure & Security Administration Services Page No. 77 Clause xx	Throughput of WAF should be at least 2 Gbps	1. Since Table E on Page 72 (Point 7) does not specify that it has to be a dedicated WAF, our understanding is that the WAF service should support throughput upto 2Gbps, please confirm. 2. Also, please confirm the minimum throughput required.	minimum 2 Gbps
84	Section No. 5. Transitioning Page No. 81 Clause 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.	1. For lift and shift methodology, please help with the existing cloud provider details. 2. Please help with the existing SAP landscape details in terms of application and SAP modules that are implemented.	1. ESDS (Mumbai, Bengaluru) 2.MM, SD, PS, FICO, HCM, Fiori, ESS, BI, BW & supporting system like solman, web dispatcher, PO, SAP router, etc. at DC (Dev, QA, PRD) & DR
85	Bid Specific Additional Terms and Conditions (ATC)	Within twenty one (21) days of the receipt of the Notification of Award (NOA/LOA) of Contract from EESL, the Contactor shall furnish Security Deposit (SD)/Contract Performance Security (CPS) in the form of a Bank Guarantee (BG) of value equaling 10 % of the total Contract value. The SD/CPS Bank Guarantee must be valid to cover the complete contract period (5 years) + Three (3) months' claim period.	As per the Office Memorandum issued by Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division vide OM No. F.1/2/2023-PPD dated 01 Jan 2024 regarding Amendment in General Financial Rules, 2017 - Rule 171 (i) Performance Security. The Performance Security should be for an amount of 3-5%. Hence, we request that the Performance Security may kindly be reduced to 3-5% instead of 10%. Copy of OM is attached for reference.	Amended as : In line with OM No. F.1/2/2023-PPD dated 01 Jan 2024, performance security, wherever mentioned under subject tender, shall be considered as 5% instead of 10% of total award price. Rest all terms and conditions shall remain unchanged.
86	Section No.: Eligibility Criteria for CSP Page No.: 103 Para No/ Clause No: 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).	The CSP should have managed or managing the IT infrastructure for Data Centre /Cloud services (which involves SAP in HANA DB/ECC ) 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).	Clarified As: The said provision of RFP/Bidding Documents shall remain unchanged.
87	Section No.: Eligibility Criteria for CSP Page No.: 104 Para No/ Clause No: 1.1.3	Bidder should have at least two current Cloud hosting customers/ clients for SAP application with minimum 250 ECC/S4 HANA users at DC & DR (each) infrastructure as on originally scheduled date of bid opening.	Bidder should have at least one current Cloud hosting customers/ clients for SAP application with minimum 250 ECC/S4 HANA users at DC & DR (each) infrastructure as on originally scheduled date of bid opening.	Clarified As: The said provision of RFP/Bidding Documents shall remain unchanged.
88	Section No.: SL No. 16 Page No.: 15 Para No/ Clause No: SLA (3-Scope of Service)	Migration of complete landscape upto OS and network level and acceptance from buyer	To Assess migration effort, could you please specify below :  *Please specify exact scope of migration along with OS versions, DB versions, size of data to be migrated, connectivity options to existing setup.  *Where applications are currently hosted?  *What is current size of Data at DC (primary site) and no. of servers? Please specify for SAP and non-SAP application separately.  *What is current Architecture landscape?  *Are applications currently hosted on physical server OR on Virtual Machines? If Currently hosted on virtual machines then please specify current hypervisor used, version of hypervisor / Virtualization layer etc.  *Which SAP application and DB is hosted currently?	(1) Scope of migration - amply clear in RFP (2) (a) SAP DBs – HANA DB 2.0 SP05 - 2 Systems(ECC 6.0 EHP 8 & BW 7.5 ) consisting (dev, Qua, Prd & DR). Sybase DB - ASE-16.0.04.02 - 5 Systems (PI Rel-7.5 , EP Rel-7.5 , BO 4.3 SP03, Solman 7.2 & Fiori Rel 1.0) consisting (dev, Qua, Prd & DR) (b) Non-SAP- MS SQL, mySQL, Oracle, MariaDB, DB2, postgresql, etc. (c) OS details - already shared in ATC (d) Standard architecture with HANA DB and Sybase DB (3) ESDS (Mumbai, Bengaluru) (4) approx. 70-80% of BOQ sizing (5) (a) Physical TDI boxes - for HANA DBs (b) VMs for all remaining SAP & Non-SAP applications (6)MM, SD, PS, FICO, HCM, Fiori, ESS, BI, BW & supporting system like solman, web dispatcher, PO, SAP router, etc. at DC (Dev, QA, PRD) & DR
89	Section No.: SL No. 16 Page No.: 15 Para No/ Clause No: SLA (3-Scope of Service)	SAP Migration: Migration of complete SAP applications and acceptance from buyer , Non-SAP Migration: Migration of complete non-SAP applications and acceptance from buyer	Would respective application vendor (for SAP and Non-SAP application) be responsible to manage application during migration ? Please confirm/clarify	Scope of migration - amply clear in RFP. Application partners (SAP & Non-SAP) will not have any role in migration except sharing relevant information required for migration
90	Section No.: Annexure-1 Page No.: 69 Para No/ Clause No:	Procurement of Private Cloud Service (Data Centre & Disaster Recovery Centre) for hosting SAP and Non-SAP applications for 5 years.	MEITY refers to the one of deployment model as Virtual Private cloud (VPC), hope you are referring to VPC instead of Private cloud ? Please clarify and confirm	Yes
91	Section No.: Annexure-1 Page No. 69 Para No/ Clause No: 1. TITLE:	Bill of Quantity: CPU (Core)	Are you referring to vCPU or Physical core ?	vCPU
92	Section No.: Annexure-1 Page No. 72 Para No/ Clause No:	Table E : (Associated Services): 3. Data in Unlimited internet bandwidth utilisation by applications hosted VMs. 4. Data out Unlimited internet bandwidth utilisation by applications hosted VMs	What is Current bandwidth utilization (or Monthly Internet Data transfer) for existing set-up at DC site for respective applications?	provision of RFP is amply clear
93	Section No.: Annexure-1 Page No. 72 Para No/ Clause No: Table E :	Table E : (Associated Services): Web Application Firewall (WAF) at DC/DR	How many Load balancer and WAF is required at DC ?	Redundant at DC & Single in DR. Proposed WAF should host multiple applications
94	Section No.: Annexure-1 Page No.: 73 Para No/ Clause No:Table E :	Table E : (Associated Services): Backup and archival services.	As per our understanding this line item is only for management of backup and archival and it is not for backup storage/archival storage ? Please confirm whether this understanding is correct or not	Backup & archival tools, software, servers, services, etc.
95	Section No.: Annexure-1 Page No.: 73 Para No/ Clause No: Table E :	Table E : (Associated Services): VPN IDs for secure connections.	Are you referring to Point to Site VPN?	Yes
96	Section No. Annexure- 1 Page No.: 73 Para No/ Clause No: Table E :	Table E : (Associated Services): Rack space and power supply at DC and DR : For hosting MPLS infra	*How much rack space is required at DC? How many equipment will be hosted DC? *Specify total Rated power of equipments at DC?  *How much rack space is required at DR? How many equipment will be hosted DR? *Specify total Rated power of equipments at DR?	4-6 U for MUX, router, switches, etc.

97	Section No. Annexure-1 Page No.: 73 Para No/ Clause No: Table E :	Table E : (Associated Services): Active directory configuration, migration and management - DC, DR, EESL office	How many users are in AD ? Do you need AD server to be migrated to DC? What is current specification of existing AD server? How many AD servers are there in current set-up?	1. Users management will be done by EESL team. However, migration, configuration changes and management will be in bidder scope 2. MS Windows 2022 3. AD (1) & ADC (3) at DC, DR & EESL Office
98	Section No. SCOPE OF WORK: Page No.: 74 Para No/ Clause No: xiii)	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.	Where to add cost for DRM tool in price bid? Could you please add line item in price bid for DRM tool per VM ?	Refer line no. 12 of Table-E of BOQ
99	Section No. SCOPE OF WORK: Page No.: 76 Para No/ Clause No: E. Security Infrastructure & Security Administration Services:	event logging & correlation and vulnerability protection	Please add line item for these services as part of the commercial BOQ	Refer line no. 15 of Table-E of BOQ
100	Section No.: SCOPE OF WORK: Page No.: 78 Para No/ Clause No: I. Privacy and Security Safeguards	The bidder shall implement necessary DDOS and ransomware protection for entire landscape at DC and DR.	Please add line item for these services as part of the commercial BOQ	
101	Section No.: Eligibility Criteria for MSP Page No.: 111 Para No/ Clause No: 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).	The CSP should have managed or managing the IT infrastructure for Data Centre /Cloud services (which involves SAP in HANA DB/ECC ) 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).	Clarified As: The said provision of RFP/Bidding Documents shall remain unchanged.
102	Section No.: Eligibility Criteria for MSP Page No.: 111 Para No/ Clause No: 1.1.3	Bidder should have at least two current Cloud hosting customers/ clients for SAP application with minimum 250 ECC/S4 HANA users at DC & DR (each) infrastructure as on originally scheduled date of bid opening.	Bidder should have at least one current Cloud hosting customers/ clients for SAP application with minimum 250 ECC/S4 HANA users at DC & DR (each) infrastructure as on originally scheduled date of bid opening.	Clarified As: The said provision of RFP/Bidding Documents shall remain unchanged.
103	4 Scope of work/C. Server & Storage Setup /i point	SSD based Server storage shall be provisioned for servers.	Please specify IOPS needed.	3000 IOPS per volume. However, performance of Applications & DBs should not be degraded.
104	L. Changes in Cloud Service Offerings	The cloud infrastructure / service provisioned by the Bidder must be scalable and flexible. Buyer shall be able to add/reduce infrastructure / services as per the requirement	Please specify the concurrency/ TPS	provision of RFP is amply clear
105	5. Transitioning/A/i	Migration includes infrastructure of DC & DR (VM, TDI, Firewalls & WAF storage etc.). Bidder shall migrate these infrastructures from existing cloud to upcoming cloud.	Please specify the existing infra detail with OEM and Make&Model.	(1) Existing service provider -ESDS (Mumbai, Bengaluru) (2) (a) Physical TDI boxes - for HANA DBs (b) VMs for all remaining SAP & Non-SAP applications (3) (a) SAP DBs – HANA DB 2.0 SP05 - 2 Systems(ECC 6.0 EHP 8 & BW 7.5 ) consisting (dev, Qua, Prd & DR). Sybase DB - ASE-16.0.04.02 - 5 Systems (Pl Rel-7.5 , EP Rel-7.5 , BO 4.3 SP03, Solman 7.2 & Fiori Rel 1.0) consisting (dev, Qua, Prd & DR) (b) Non-SAP- MS SQL, MySQL, Oracle, MariaDB, DB2, postgresql, etc. (4)(a) AD Users management will be done by EESL team. However, migration, configuration changes and management will be in bidder scope (b)MS Windows 2022 - AD (1) & ADC (3) at DC, DR & EESL Office
106	5. Transitioning/A/vi	(vi) All required hardware, software, link, licenses etc. for migration shall be provided by the bidder without any additional cost.	Please provide the details of existing licenses	
107	Table E : (Associated Services)	Active directory configuration, migration and management/DC,DR,EESL Office	Please specify current SD version and no. of users and integration	
108	Payment Terms	25% of Migration cost (sl. no. A)	Since SAP environment is critical environment we request department to please consider release of 50% payment.	Clarified As: The said provision of RFP/Bidding Documents shall remain unchanged.
109	Additional Requirement	i) As long as overall variation remains within + 25% of the contract price, the rate of individual contract items and other Terms & Conditions of the contract shall remain unaltered.	We request department to consider variation at +10%, as 25% variance will call for very high amount to be borne by vendor.	Clarified As: The said provision of RFP/Bidding Documents shall remain unchanged.
110	1.2.2	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).	Premium partnership will limit the participation. We request department to kindly consider any level of partnership with the proposed CSP.	Clarified As: The said provision of RFP/Bidding Documents shall remain unchanged.
111	Table E : (Associated Services)	8) Advanced monitoring and SLA based premium managed services. 24x7	Please elaborate the services expected.	Refer SLA section of RFP
112	Table E : (Associated Services)	17) Rack space and power supply at DC and DR	We understand the deployment can be on public cloud. Requesting you to kindly remove the service.	Clarified As: The said provision of RFP/Bidding Documents shall remain unchanged.
113	B. Managed Support Services:	ix) Each environments, (Development / Test, Quality / Staging, and Training) should be logically isolated.	Please specify the environment and sizing needed . As per BOM only Production and DR costing is asked for.	details will be shared with L1
114	D. Backup Solution	(xi) Scale up/down storage capacity	Can you let us know the existing backup capacity.	Backup policy will be formulated jointly
115	5. Transitioning.	Bidder shall be responsible for the migration of all the SAP and NON-SAP applications from the existing cloud to the new cloud.	We understand vendor needs to perform only infra level migration. Application will be taken care by application vendors/EESL.	Scope of migration - amply clear in RFP. Application partners (SAP & Non-SAP) will not have any role in migration except sharing relevant information required for migration

116	5. Transitioning.	(vi) All required hardware, software, link, licenses etc. for migration shall be provided by the bidder without any additional cost.	We understand SAP and other application license will be owned and managed by EESL.	Only SAP and non-SAP application's licenses will be provided by EESL.
117	Help Desk Services Levels	Table: Help Desk Services related SLA Resolution time : T= 1 hr.	Resolution time is quite aggressive. Requesting depreman to increase it to 2 hrs. and make subsequent changes in other SLA parameter table.	Clarified As: The said provision of R/P/Bidding Documents shall remain unchanged.
118	Help Desk Services Levels	Helpdesk Services include, but not limited to, the following: Reports from the monitoring tools need to be submitted to the weekly	We understand cloud native tools will work here. Department is not looking for any dedicated/specific monitoring tool.	Yes
119	10. Onsite Resource	Minimum qualification criteria of the resource should be: MCAB-Tech ITIL V3 Certified Minimum 5 years of experience in similar IT services	Since it's a cloud project we request to change qualification criteria to Minimum qualification criteria of the resource should be: MCAB-Tech Cloud certificate in proposed d cloud Minimum 5 years of experience in similar IT services	Clarified As: The said provision of R/P/Bidding Documents shall remain unchanged.
120	Technical Experience	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 NTI).  Single Work Order valued not less than Rs. 3,70,40,000/- OR Two Work Orders each valued not less than Rs. 2,31,50,000/- OR Three Work Orders each valued not less than Rs. 1,85,20,000/-	Cloud requirements vary by project needs; the deployment is not standardised. Therefore it is requested that EESL consider removing the value for cloud component from this condition and only consider the projects showcased have a cloud deployment performed by bidder.	Clarified As: The said provision of R/P/Bidding Documents shall remain unchanged, However, please refer to Sr. No. 1 above
121	Documents to be Submitted for Compliance by the Bidders	1.1.1 Documentary evidence shall be furnished along with the bid. Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreements/ purchase orders/LOAs/LOIs along with copies of any document in respect of satisfactory execution/ completion of each of those purchase orders/ work orders/contract agreements/LOAs/LOIs such as  (iii) Successful completion* certificate/s  (OR) (iv) any other documentary evidences that can substantiate the successful execution of each of the purchase orders/ work orders/ contract agreements/LOAs/LOIs submitted.  Work orders along with its evidence for successful completion / execution shall only be considered for evaluation.  "Successful means certificate issued by the client without any adverse remarks".	As few projects are under NDA and their work orders, client artifacts cannot be shared, the bidder requests to accept the Self certificate from Authorized signatory/Company Secretary for the stated criteria and implementation status. Hence, kindly amend the clause accordingly.	Clarified As: The said provision of R/P/Bidding Documents shall remain unchanged, However, please refer to Sr. No. 1 above
122	General	Evaluation criteria	For selecting a competent vendor to perform such critical project. We request department to consider Quality Cost Based Selection (QCBS) evaluation method.	Clarified As: The said provision of R/P/Bidding Documents shall remain unchanged
123	General	Bid submission extension	To prepare and get internal approvals. We request department to kindly extend the bid for another 2 weeks from date on query response.	Clarified As: The said provision of R/P/Bidding Documents shall remain unchanged
124	Page 98 , 11 ,	Professional Antivirus	To take care of advance persistent threats like ransomware which are very common now a days and also to adhere with the compliance requirements in the RFP , just antivirus technology will not be sufficient – Security Solution should for all cloud sources should include - Posture assessment , Security score , regulatory checks ( ISO , SOC , CIS ) , security Recommendations , integrated Vulnerability Assessment , post breach analysis of incident with automatic remediation , File integrity monitoring , Just in time access , and protection from Exfiltration: Attempts from Virtual Machines , probing , lateral movements for VMs, Databases, storage accounts , containers, and app services.	Provision of RFP is amply clear
125	Page 98 , 15 and SOC services wherever mentioned in the RFP.	SOC Services	SOC services should include a <b>SAP certified</b> , cloud native tool for Security Incident and monitoring service should include Pay as you go model for data ingestion in GB per day and should provide cloud native integrated SIEM , SOAR , UEBA , Threat hunting , out of the Box AI/ML detection rules and Threat Intelligence capabilities. This SOC tool should have specific analytics rules to investigate and respond for SAP applications.	
126	Page 93	Price Bid Format (Table A and Table B)	Please confirm more detailed inventory around respective servers for SAP DC & DR with details like: -Which all servers are part of Prod, QA, Dev, Sandbox? -Which all servers have App Servers, HANA DB servers, PO, Solman, SAP router, etc. ? -Which all of these are running in HA clusters? This will help define the VM, Storage and OS License types for respective Servers	details will be shared with L1
127	Page 98	Price Bid Format (Table E)	The SLA based monthly availability is mentioned as 99.95%. Please define how this availability is measured? From SAP perspective, is it system level availability or an infra level availability requirement? Is it only for SAP Production systems?	provision of RFP is amply clear

128	SLA - Suggestion	Please clarify SLA requirements in detail for -SLA required from single instance of Virtual machine -Storage -Managed database, -managed Datawarehouse etc.	-Minimum SLA should be 99.7% (inline with the SLA offered by SAP directly) for each VM/cluster. -Minimum SLA for all storage should be 99.99% for availability with minimum 6 IOPS/GB for all SAP data disks.	Clarified As: The said provision of RFP/Bidding Documents shall remain unchanged
129	Security - Suggestion	Please clarify security requirements for the environment	The solution must provide cloud security with native offerings for Firewall, Layer 7 WAF, DNS DDoS protection, encryption at rest and in transit as well as HSM supported CCKM, database activity monitoring and native SIEM/SOAR services.	Clarified As: The said provision of RFP/Bidding Documents shall remain unchanged
130	Security- Suggestion	Environment protection as per guidelines from NCIPC guidelines for security.	-The Web Application Firewall and DDoS service should have a scrubbing centre locally in India and not transfer traffic outside of India. -The solution should support Positive security model and manual configuration to eliminate zero-day Attacks. -The solution should have capability to protect multiple website, Protect Application with Custom Ports. -Solution should support out-of-path deployment mode without need to share SSL certificates -Solution should support API-based integration for out-of-path deployment to reduce latency.	provision of RFP is amply clear
131	Disaster Recovery - Suggestion	Management and monitoring of DC-DR	The management and monitoring of the entire DC-DR infrastructure should be on a single dashboard with realtime status of replication status using cloud native tools and not third-party tools	provision of RFP is amply clear
132	Backup- Suggestion	SAP certified backup agents	All backup solutions should be BACKINT certified	provision of RFP is amply clear
133	Annexure-QR, A. Qualifying Requirements for CSP: Page 102	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).	Requesting to kindly remove this clause, as CSP we don't receive direct order. The same can be validated through MSP.	Bidder shall meet these QRs
134	Annexure-QR, A. Qualifying Requirements for CSP: Page 102	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).	Requesting to kindly remove this clause, as MSP is involved delivering managed SAP services to client. Hence they can share the evidences related to SAP experience.	
135	Annexure-QR, A. Qualifying Requirements for CSP: Page 102	1.1.3 Bidder should have at least two current Cloud hosting customers/ clients for SAP application with minimum 250 ECC/S4 HANA users at DC & DR (each) infrastructure as on originally scheduled date of bid opening.	Requesting to kindly remove this clause, as MSP is involved delivering managed SAP services to client. Hence they can share the evidences related to SAP experience.	
136	Annexure-QR, A. Qualifying Requirements for CSP: Page 102	1.1.5 Offered cloud/VMs must be SAP certified in SAP HANA operations and SAP certified in Cloud & Infrastructure Operations as on originally scheduled date of bid opening.	Requesting you to kindly allow us submitting online reference on SAP portal having cloud provider name along with details of certified instances.	
137	Annexure-QR, A. Qualifying Requirements for CSP: Page 102	1.1.6 - Manpower Strength: The Bidder must have strength of at least 50 IT Professionals (data center / networking / system administration / cloud services professionals' / cloud security experts) on their payroll as on original date of bid submission. At least 10 of these professionals must have been certified in either one of the above said domain and experience (of minimum 3 years) in maintenance of cloud solution/ DR Management / virtual server administration / system administration, Virtualization, Networking etc.)	Requesting to kindly remove this clause, as MSP is involved delivering managed SAP services to client. Our cloud service operations are already audited by STQC, additionally we have ISO 20000 certified for managed services.	
138	Annexure-QR, A. Qualifying Requirements for CSP: Page 104	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.	Requesting to kindly remove this clause, as MSP is involved delivering managed SAP services to client	
139	Annexure-QR, A. Qualifying Requirements for CSP: Page 104	1.1.9 - 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.	Requesting you to kindly remove this clause, as bidder is bound to provide more than 99.9% uptime SLA for availability of infra on monthly basis. Additionally bidder will be responsible to provide business continuity along with CSP to meet the bid SLA.	
140	Price Bid	Price Break-up in excel		Clarified as :  <b>1) No change in Price Break-up excel is permitted.</b>  <b>2) Bidders are required to quote total prices inclusive of GST on "GeM portal". In addition, Bidder should note that "Financial Document indicating Price Break-up"(in pdf format) is required to be uploaded as per the details indicated in the Price Break-up excel sheet. Prices required to be quoted in Price Break-up excel are exclusive of GST.</b>  <b>3) GST @ 18% shall be considered for calculating total award price, however, GST shall be paid at actuals in line with RFP Documents.</b>

## Annexure-B

In reference to the ATC Document the detail of RTGS is as mentioned below:

Account Name	Account No.	Bank Name	Branch Name	RTGS DETAIL
ENERGY EFFICIENCY SERVICES LIMITED	216400210001 2319	Punjab National Bank	LARGE CORPORATE BRIN DELHI	IFSC CODE: PUNB02164 00 MICR Code: 110751001 BRANCH: DELHI NEW, L.C.B. ADDRESS: TOLSTO Y HOUSE, TOLSTOY MARG, NEW DELHI, DELHI- 110001

**Note:** Bidders submitting Bid Fee through RTGS shall upload the scan copy of receipt of transfer of amount in Envelope-I. Participation of bidder shall be subject to confirmation of amount transferred through RTGS. The details mentioned in document uploaded as proof of transfer of amount shall only be considered for verification purpose.

Bidder's failure to submit nonrefundable fee towards the cost of Bidding Documents in the form of an acceptable Demand Draft along with the bid or an online payment through EESL ONLINE PAYMENT UTILITY or subsequently pursuant to Clarification as per ATC, except as exempted, shall lead to outright rejection of the Bid.