

CMC/BR/24-25/RB/PR/MS/1193

Tender for setting up Data Center at SCADA , Balaji Estate ,Kalkaji in BRPL Pre – Bid Query Replies

S.No.	Query Type Technical / Commercial	Page No	Clause No	BRPL Clause	Bidder Query	BRPL Replies/ Corrigendum - I
1	Technical	3	4	Technical Qualification Criteria Also, at least one datacenter of Tier-III or design principle should be certified by the uptime institute/EPI/ Customer . Bidder is required to furnish the detail from Uptime institute for Completed DC-Built Project (Commissioning and Operation)	Tier-III certifications is required or not, pLease confirm	Only compliance required
2	Commercial	16		Payment will be made as per the following schedule: - S. No Milestones % of Payment 1 Completion of Civil works 15% 2 Successful Installation of PAC and electric work 20% 3 Rack installation with Cable installed and old data center connected 20% 4 Integration of DCMS system including CCTV, Biometric, NOVAC, RACK 15% 5 Decommissioning of Hardware/RACK from existing Data Center 15% 6 Completion of SOP'S/documentation, training and hand-over 15% Total Amount with GST 100%	Payment term- 20% advance/Rest can based on Milestones	As per Corrigendum - I
3	Technical	17	13.01 4.2	The equipment should be attended within 1 hours of receipt of complaint; however telephonic support should be made instantly on receiving the complaint. In case problems persist, part / equipment should be replaced within 4 hours of receiving complaint, so that normal job of BRPL may not hamper.	Replacement time as per availability	As per OEM Support matrix for Resolution but response as per RFP
4	Technical	18	13.01 4.2	In case of repetitive hardware failure (two or three times in a quarter) it shall be replaced by equivalent or higher model new equipment by vendor, at no extra cost to BRPL.	The hardware failure need to check and accordingly action should be taken	This is the responsibility of Bidder
5	Technical	18	13.01 4.2	Free of cost version upgrade/customization will be done by bidder whenever new version is released.	As per standard	ok
6	Technical	19	20.01	If supply of items / equipment is delayed beyond the supply schedule as stipulated in LOI/PO, then the Supplier shall be liable to pay the Purchaser for delay as mentioned below:	Not acceptable as PAC deliverytimeline is approx 2 months, which will be Installed by week 10-12	As per Corrigendum - I
7	Commercial			Penalty will be deducted for downtime of the system as below S. Milestones Time Liable to pay by bidder		
8	Technical	26	С	deliveries after Bidders visit to the DC space ,All equipment MUST be ensure Safety standards to ensure Tier-III compliance and certifications	Tier-III certifications is required or not	NOT required
9		33	18	18. SUB-CONTRACTING / SUBLETTING:		As per NIT
				Page 1 of 10		BIDDER'S SEAL SIGNATURE

10	Technical	33	18	CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works without the prior written consent of COMPANY.	What is criteria for Sub-Contractor, if any	As per NIT
11	Commercial	43	1	Validity 120 days from the due date of submission or amended due date of submission	As per standard	As per NIT
12	Technical	1.8.1	72	The Upstream Power shall be made available by BSES up to the Main LT Panel, housed in the Electric/UPS Room and should be further distributed through appropriately sized Switch gears, well presented in the SLD with Two independent incoming feeder source from Utility Power supplier and other two from D G Set.	Kindly share the existing electrical SLD & connected / operating existing load.	Physical Visit mandatory for each bidder to understand thart and document
13	Technical	1.8	70	Bidder should use all LSZH cables and bus bars of copper conductor where ever it is required. All the cables and cabling from main LT panel to server room will be in scope of bidder.	There is a MOQ for LSZH cables minimum 300 to 500 depends on OEM, in that case need to order MOQ qunatity even if there is less cable requirement. So kindly approve for FRLSH cable.	LSZH (Low smoke emits clearer and thinner smoke when burning. This helps people to exit the building faster and safely. FRLS cables shall emit a certain amount of toxic gases (< 17% by weight), whereas Zero halogen cables do not emit any toxic gases as it does not contain halogens like fluorine, bromine and chlorine.)
14	Technical	1.8	70	□ Emergency lighting: In case of power outage, emergency lighting with minimum number of lights should be provided. Emergency escape lighting should also provide to ensure that there is adequate illumination to allow people to escape in case of emergency.	Kindly confirm separate lower capacity UPS need to supply, or can we tap any existing Site UPS supply.	
15	Technical	1.8	70	Wiring and cabling: It should exceed the requirements outlined in National electrical Code (NFPA 70). All wiring and cabling below the false floor should be laid in an orderly and structured manner, neatly dressed and tagged for identification. The nature of a data center requires frequent modifications and it is extremely important to remove obsolete cabling. All local code should be followed & implemented. All the cables and cabling from main LT panel to server room will be in scope of bidder.	Kindly confirm the distance between Main LT Panel to UPS room & UPS room to server room.	Physical Visit mandatory for each bidder to understand thart and document
16	Technical	1.8	71	Grounding and bonding: The same should comply with Article 250 of the National Electric Code (NEC 250 Grounding). The NEC section 250-51 states, the path to ground from circuits, equipment should (1) be permanent and continuous; (2) have capacity to conduct safely any current likely to be imposed upon it; (3) have low impedance to limit the voltage to ground and facilitate circuit protection devices in the circuit. All local code for grounding should be followed & implemented.	Kindly confirm the location of the earth pit, provide distance from UPS room to earth pit & Server room to earth pit.	Physical Visit mandatory for each bidder to understand thart and document
17	Technical	1.1	66	1.2. UPS: BRPL will provide UPS of 40KVA*2 for the Data center. Bidders will ensure smooth integration of UPS supply to the proposed data center with all standard and safety precaution with scalability of DG set connectivity in future	Kindly confirm the Input & Output, Earthing cable is part of bidders scope or UPS vendor scope. Also confirm the UPS is with Isolation transformer or not. Also share the Make and Model of exisiting UPS with Communication protocol	Physical Visit mandatory for each bidder to understand thart and document
18	Technical	1	66	BRPL invites bidders to create data center facility with Tier -3 Compliance in the fresh space of approx 450sq.ft. at 2nd floor, SCADA Building Balaji Estate ,kalkaji.	The bidders responsibility will be from UPS upto Racks on Tier-3 Compliance, as UPS upstream part is using the existing system which is not part of Bidders responsibility on Tier-3 compliance. Kindly confirm.	BRPL will provide UPS output as mentuoned and further all task related to Bidder
19	Technical	1.1	66	will ensure smooth integration of UPS supply to the proposed data center with all standard and safety precaution with	Kindly provide a details on DG connectivity part, it is not clear why DG set connectivity required on UPS.	DG is not available but provision should be configured in Panel for future usage BIDDER'S SEAL SIGNATUR
				scalability of DG set connectivity in future Page 2 of 10		BIDDER'S SEAL SIGNATUR

20	Technical	1.6	69	Cable Trays There should be separate cable trays (perforated) for electrical and data cables as per datacenter standards. The size of the trays should be sufficient for carrying cables with 25% spare capacity.	Kinldy confirm the perforated cable tray size required for data cables, the same we cant quantify.	Physical Visit mandatory for each bidder to understand thart and document
21	Technical	1.8	69	Electrical Infrastructure Expansion: Electrical Infrastructure should ensure that there are two independent power paths to the IT load and that each power path has redundancy in itself. The solution not only provides the power solution but also the power distribution from UPS to racks including breakers, bypass panel etc. It also provides various datacenter accessories like metered PDU, cable managers, shielding troughs, cable troughs, blanking panels etc.		Breakers and Bypass are electrical rquipments-
22	Technical			General	What is the overall IT Load.	5KVA-6KVA per rack on Full load
23	Technical	1.8	70	Main Datacenter LT panel should be checked for any upgradation required to cater extra load of New Datacenter. Any changes required in existing LT panel will be in scope of bidder. SLD of existing DC electrical layout is attached in Annexure.	Kindly share the existing electrical SLD & connected / operating existing load.	Physical Visit mandatory for each bidder to understand thart and document
24	Technical	1.8	70	Mission critical computer equipment with dual power supplies should be fed from two PDUs from UPS Units. The power distribution equipment shall be as close to the load as possible. Heavy critical loads like PAC's shall not be connected to the same source as the computer hall equipment.	Kindly confirm where the power should tap for PAC units is it from existing LT Panel.	Bidder needs to design
25	Technical	1.8	70	There should be industrial sockets & plugs to be used for the server racks. Sufficient number of single phase and 3-P sockets should be used with spares	Kindly confirm no of industrial socket required for each rack, is it 1 Phase or 3 Phase.	3Phase
26	Technical	1.8.1	72	1.8.1. Electrical Power: The Upstream Power shall be made available by BSES up to the Main LT Panel, housed in the Electric/UPS Room and should be further distributed through appropriately sized Switch gears, well presented in the SLD with Two independent incoming feeder source from Utility Power supplier and other two from D G Set. The power should lands on a common bus with a bus-coupler in between from any one of the feeders at a given point of time. The downstream of the Main LT panel should/may powers up the UPS, PAC, Comfort Air Conditioners, Raw Power, Lighting Power etc. through suitable switchgears, and provisioned with sufficient spare considerations. The UPS power should further fed through UPS Distribution Panels, PDU's into the server racks.	Kindly confirm Main LT Panel is part of bidders scope or BSES scope.	Bidder Scope
27	Technical	3.1	73	Note: Existing Datacenter Fire alarm system needs to be checked if it can be extended to the new datacenter. Bidder needs to check and upgrade the existing if required.	Fire Alarm system	Physical Visit mandatory for each bidder to understand thart and document
28	Technical	3.2	73	Note: Existing Datacenter access control system should be extended to the new expanded datacenter. Bidder needs to check and upgrade the existing if required.	Please share make and Models of existing Access control System	Physical Visit mandatory for each bidder to understand thart and document
29	Technical	3.7	74	Equipment should be integrated into the BMS would be as follows:LT Panel DG set (Scalable) Prec. A/C units Access Control System CCTV surveillance system Water Detection Unit Status Pest Control system	own software, it is not recommended to integrate with DCIM, please consider they will work as independent system.	Integrated Monitoring system is the requirement BIDDER'S SEAL SIGNATURE
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30	Technical	3.7	74		Both BMS and DCIM software are asked, please confirm bidder to quote for both DCIM and BMS.	Intelligent Business management sysytem which capable to integrate all DC services
31	Technical	3.7	74	General	Please provide list of existing devices and their protocols that need to be integrated with DCIM & BMS	No integration required
32	Technical	3.7	74	General	Please provide IO summary if any for integration with DCIM & BMS.	No integration required
33	Technical		76	IT Rack Glass door	As this is a PAC solution so its recommended to have perforated Door at front for proper Air Intake so request you to please accept Perforated doors instead of Glass door in front	Based on Bidder solution
34	Technical		76	Side Panels/1200/48U/Vented/NRS		Based on Bidder solution
35	Technical		76	ITE / Server Rack Air Circulation module/Tower Mount/360CFM {Set of 4fans}	Please accept Door mountable Fans also	Based on Bidder solution
36	Technical	3	2.0	Also, at least one datacenter of Tier-III or design principle should be certified by the uptime institute/EPI / Customer . Bidder is required to furnish the detail from Uptime institute for Completed DC-Built Project (Commissioning and Operation)	Kindly change this clause to "Also, at least one datacenter of Tier-III or design principle should be certified by the uptime institute/EPI/ Customer . Bidder is required to furnish the detail from Uptime institute/EPI for Completed DC-Built Project (Commissioning and Operation)"	
37	Commercial	20	20.0	LD lumpsum @7% of the total value and 5% of the total Value.	Kindly change this clause to "LD should be applicable after 4 montha @ 1% per week maximum up to 5%	Response provided in Point no 7
38	Commercial	43	7	10% of total order value valid for 60 months after commissioning or 66 months from the last date of dispatch, whichever is earlier plus 3 months towards claim period.	As per Tender clause 10.02 "Contractor shall submit the performance bank guarantee equivalent to the 10% of the contract value at the time of claiming the last payment as per clause no. 8.0 (Terms of payment and billing – SUPPLY & INSTALLATION), with the validity of the bank guarantee till Defect Liability Period plus 3 months." So, performance bank guarantee should be valid for 15 months from the completion date.	Please refer Corrigendum I
39			Limitation of liabilities and consequential Damages:	RFQ document does not include limitation of liabilities clause. It is required to include limitation of liabilities clause with capping to the contract value and exclusion of consequential damages.	Please consider to add in purchase order	Please refer Corrigendum I
40			Export Control:	RFQ document does not include export compliance clause. It is required to include our standard export compliance clause.	Please consider to add in purchase order	Not Applicable
41			Payment terms & Performance Security /BGs (Section II GTC clause 8 to 10) –	Section II GTC clause 8 to 10 details payment terms & performance security /BGs requirement. Please get the same validated from SMEs - Projects & Finance controls & treasury vis-à-vis cash flow to be plotted as per the payment terms.	Please consider to add in purchase order	Not Applicable
42			Suspension and termination (Clause 19,20 & 25).	There is no provision of suspension or termination initiated by SE except in case of force majeure situation (Clause 22 & 23). Suspension and termination rights are reserved with the customer (Clause 19,20 & 25). Please append the clause by inclusion of provision for suspension and termination initiated from SE for the delays due to reasons not attributable to SE.		Not Applicable BIDDER'S SEAL SIGNATUR
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43	Variation &	RFQ mentions Fixed & Firm Price. As per clause 4.04 for Qty Variation, the purchaser reserves the rights to vary the quantity by (+/-) 30% of the tender quantity.	Please consider to add in purchase order	Not Applicable
44		Also, it is important to note that the clause also mentions, "A Bid submitted with an adjustable price/ Price Variation Clause will be treated as non -responsive and rejected."	Please consider to add in purchase order	Not Applicable
45		(or maximum +/-10% subject to making the required provision in the costing)		Not Applicable
46		RFQ document does not include export compliance clause. It is required to include our standard cyber security clause.	Please consider to add in purchase order	Not Applicable
47	order of precedence:	RFQ clause 3 mentions that 'The terms and conditions of the contract shall consist solely of these RFQ conditions and the offer sheet.'The document contains RFQ & GTC – Section II & V. It is requested to include the deviation list taking precedence to T&Cs mentioned RFQ.	Please consider to add in purchase order	Not Applicable
48	Delivery Date:	RFQ mention Delivery date linked to milestone dates mentioned in LD clause (Clause 20.02) i.e. Effective Date of Contract i.e. date of issuance of Letter of Intent (LoI). It also mentions erection timelines as 4 months from LOI (Clause 7).	Please consider to add in purchase order	Not Applicable
49		The dates are required to be reconfirmed based on Detailed L2 scheule capturing Drawing (start date/submission/schedules / approval) customer dependencies as predecessors to be submitted alongwith the offer.	Please consider to add in purchase order	Not Applicable
50	AMC / FMS:	There is no mention of commissioning man-days and capping. Please, include the same. Also, it is required to include manday rates in case of commissioning days capping is reached beyond due to delays not attributable to SE.		Warranty Support is the part of the bid
51		There is no mention of FMS or AMC in the contract. It is understood that, FMS or AMC will be an independent tender for services after warranty timeframe with a separate contract and T&Cs.	Please consider to add in purchase order	Already mentioned
52		RFQ document mentions price as FOR supply to BRPL Delhi/New Delhi stores and unloading at BRPL Delhi/New Delhi stores/site. It is understood that storage facility is not in the scope of SE. Kindly confirm upon the same.	Please consider to add in purchase order	Only storage space will be provide by BRPL.
53	Liquidated Damages Recoveries (RFQ clause 20.02):	RFQ clause 20.02 mentions liquidated damages (LD) on the milestone dates mentioned in the milestone chart.	Please consider to add in purchase order	Refer Corrigendum I
54		It is requested that there will be no LD recovery against milestone dates and LD shall be applicable on final contractual completion date with maximum LD as 10% of undelivered portion or 5% of the contract value whichever is minimum.	Please consider to add in purchase order	Refer Corrigendum I
55		Force majeure conditions mentioned doesnot include Covid-19 situations. Please include the same and Covid-19 disclaimer.	Please consider to add in purchase order	As per NIT
56		Clause 21 mentions Risk Purchase provision by Customer in case of default by Contractor. The clause to be mentioned with methodology for notification and process of agreement of expenses before execution.	Please consider to add in purchase order	As per NIT

57	Section 1: RFQ - Clause 10.03	10 of 78	Prices quoted by the Bidder shall be "Firm" and not subject to any price adjustment during the performance of the Contract.	In case of extension in contract period from original duration / delay in project execution period, which is not attributable to Seller; Seller can revise the prices as per mutual discussion and agreement with Purchaser.	l '
58	Section II: RFQ - Clause 8	15 of 78	Payment terms	We request you to provide 20% of the project value as interest-free advance and 70% against pro-rata supply of equipment. We request the remaining payments be aligned to ones under BRPL's PO NB/DO1/23090882 Clause 24	As per Corrigendum - I
59	Section II: RFQ - Clause 13.01	17 of 78	WARRANTY/DEFECTS LIABILITY PERIOD	The Defect liability period shall be 12 Months from the Date of successful implementation or 15 months from the date of delivery of equipment, whichever is earlier.	As per Corrigendum - I
60	Section II: RFQ - Clause 20.01	20 of 78	LIQUIDATED DAMAGES	Overall LD of the project shall be capped at 10% of the project value. Also, it is requested that there will be no LD recovery against milestone dates and LD shall be applicable on final contractual completion date with maximum LD as 10% of undelivered portion.	
61	Section V: RFQ - Clause 19	33 of 78	Indemnity	We request you to amend the clause and incorporate the one same in BRPL's PO NB/DO1/23090882 Clause 37	As per Corrigendum - I
62	Supply GTC - New Clause		Limitation of Liability	We request you add the following clause in the PO: Notwithstanding anything in the Contract to the contrary and to the extent permitted by applicable law, (a) in no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages arise in contract, tort or otherwise, irrespective of fault, negligence or strict liability or whether such Party has been advised in advance of the possibility of such damages; and (b) the maximum liability of the Seller for any and all claims, losses, damages, costs and expenses arising from or on connection with this Contract shall not exceed the amounts actually received by the Seller under this Contract.	As per Corrigendum - I

63	Castian	37 of 82	Termination	There is no provision of suspension or	As per NIT
03	Section	37 01 02	Termination		As per NII
	V: RFQ -			termination that can be initiated by SE in	
	Clause			case of Purchaser's default, except in case	
	25			of force majeure situation (Clause 22 & 23).	
				We request BRPL to provide the following	
				clause:	
				If the Purchaser fails to comply with the	
				provisions of this Contract, the Contractor	
				may, after giving not less than 14 days'	
				notice to the Purchaser, suspend work or	
				reduce the rate of work. If the Purchaser	
				subsequently cures the failure as specified	
				in the notice, the Contractor shall resume	
				normal working as soon as is reasonably	
				practicable. If the Contractor suffers delay	
				and/or incurs Cost as a result of	
				suspending work (or reducing the rate of	
				work) in accordance with this Sub-Clause,	
	1			· ·	
	1			the Contractor shall give notice to the	
	1			Purchaser and shall be entitled to an	
	1			extension of time for any such delay, if	
	1			completion is or will be delayed and	
	1			payment of any such Cost, which shall be	
	1				
				included in the Contract Price. If the	
	1			suspension under this Sub-Clause	
				continues for a continues period of 60 days	
				then the Contractor may, upon giving 14	
				days' notice to the Purchaser, terminate the	
				Contract. Upon such termination,	
		1		Contractor shall be entitled to payment of	
				amounts for the works already carried out	
64	Supply			amounts for the works already carried out and all other incidental costs reasonably	Not Applicable
64	Supply GTC -			amounts for the works already carried out and all other incidental costs reasonably We request you to incorporate the clause	Not Applicable
64	GTC -			amounts for the works already carried out and all other incidental costs reasonably We request you to incorporate the clause as the one in BRPL's PO	Not Applicable
64	GTC - New			amounts for the works already carried out and all other incidental costs reasonably We request you to incorporate the clause	Not Applicable
	GTC - New Clause		Export Compliance	amounts for the works already carried out and all other incidental costs reasonably We request you to incorporate the clause as the one in BRPL's PO NB/DO1/23090882 Clause 32	
64	GTC - New Clause Section		Export Compliance COVID-19/Force Majeure	amounts for the works already carried out and all other incidental costs reasonably We request you to incorporate the clause as the one in BRPL's PO NB/DO1/23090882 Clause 32 Force majeure conditions mentioned	Not Applicable As per NIT
	GTC - New Clause Section		Export Compliance COVID-19/Force Majeure	amounts for the works already carried out and all other incidental costs reasonably We request you to incorporate the clause as the one in BRPL's PO NB/DO1/23090882 Clause 32 Force majeure conditions mentioned	
	GTC - New Clause Section V: RFQ -		Export Compliance COVID-19/Force Majeure	amounts for the works already carried out and all other incidental costs reasonably We request you to incorporate the clause as the one in BRPL's PO NB/DO1/23090882 Clause 32 Force majeure conditions mentioned doesnot include Covid-19 situations.	
	GTC - New Clause Section V: RFQ - Clause		Export Compliance COVID-19/Force Majeure	amounts for the works already carried out and all other incidental costs reasonably We request you to incorporate the clause as the one in BRPL's PO NB/DO1/23090882 Clause 32 Force majeure conditions mentioned doesnot include Covid-19 situations. Please include the following:	
	GTC - New Clause Section V: RFQ - Clause 23 &		Export Compliance COVID-19/Force Majeure	amounts for the works already carried out and all other incidental costs reasonably We request you to incorporate the clause as the one in BRPL's PO NB/DO1/23090882 Clause 32 Force majeure conditions mentioned doesnot include Covid-19 situations. Please include the following: Contractor reserves the right to amend,	
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	GTC - New Clause Section V: RFQ - Clause 23 & Section II: RFQ -		Export Compliance COVID-19/Force Majeure	amounts for the works already carried out and all other incidental costs reasonably We request you to incorporate the clause as the one in BRPL's PO NB/DO1/23090882 Clause 32 Force majeure conditions mentioned doesnot include Covid-19 situations. Please include the following: Contractor reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any	
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	GTC - New Clause Section V: RFQ - Clause 23 & Section II: RFQ -		Export Compliance COVID-19/Force Majeure	amounts for the works already carried out and all other incidental costs reasonably We request you to incorporate the clause as the one in BRPL's PO NB/DO1/23090882 Clause 32 Force majeure conditions mentioned doesnot include Covid-19 situations. Please include the following: Contractor reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events	
	GTC - New Clause Section V: RFQ - Clause 23 & Section II: RFQ - Clause		Export Compliance COVID-19/Force Majeure	amounts for the works already carried out and all other incidental costs reasonably We request you to incorporate the clause as the one in BRPL's PO NB/DO1/23090882 Clause 32 Force majeure conditions mentioned doesnot include Covid-19 situations. Please include the following: Contractor reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic	
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65	GTC - New Clause Section V: RFQ - Clause 23 & Section II: RFQ - Clause 22	20 of 78 & 35 of 78	Export Compliance COVID-19/Force Majeure	amounts for the works already carried out and all other incidental costs reasonably We request you to incorporate the clause as the one in BRPL's PO NB/DO1/23090882 Clause 32 Force majeure conditions mentioned doesnot include Covid-19 situations. Please include the following: Contractor reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.	As per NIT
	GTC - New Clause Section V: RFQ - Clause 23 & Section II: RFQ - Clause	20 of 78 & 35 of 78	Export Compliance COVID-19/Force Majeure	amounts for the works already carried out and all other incidental costs reasonably We request you to incorporate the clause as the one in BRPL's PO NB/DO1/23090882 Clause 32 Force majeure conditions mentioned doesnot include Covid-19 situations. Please include the following: Contractor reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.	
65	GTC - New Clause Section V: RFQ - Clause 23 & Section II: RFQ - Clause 22	20 of 78 & 35 of 78	Export Compliance COVID-19/Force Majeure	amounts for the works already carried out and all other incidental costs reasonably We request you to incorporate the clause as the one in BRPL's PO NB/DO1/23090882 Clause 32 Force majeure conditions mentioned doesnot include Covid-19 situations. Please include the following: Contractor reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.	As per NIT
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68	Section	29 of 78	Completion Period	The entire erection work should be	As per NIT
	V: RFQ -			completed within 4 months from the date of	
	Clause 7			LOA/PO. However, the Purchaser shall	
				provide all work front availability, input	
				drawings and documents within 2 weeks of	
				LOA/PO. Also, all the documents and	
				drawings that are submitted for approval,	
				shall be approved within one week of	
				submission.	
69	Section	18 of 78	EFFECTIVE DATE	The date of the issuance of the Letter of	As per NIT
	II: RFQ -			Acceptance/Purchase Order shall be	·
	Clause			treated as	
	15			the effective date of the commencement of	
				Contract. Please amend LOI to LOA.	
				wherever LOI is mentioned	
70	Supply			RFQ document mentions price as FOR	Only storage space will be provide by BRPL.
	GTC -			supply to BRPL Delhi/New Delhi stores and	
	New			unloading at BRPL Delhi/New Delhi	
	Clause			stores/site. It is understood that storage	
				facility is not in the scope of SE. Kindly	
				confirm upon the same.	
71	Section	34 of 78		Clause 21 mentions Risk Purchase	As per NIT
1	V GTC -			provision by Purchaser in case of default by	
	Clause			Contractor. The clause to be mentioned	
	21			with methodology for notification and	
				process of agreement of expenses before	
				execution	
72	Section II	34 of 78			OK
	GTC -			order shall be recovered from the dues of	
	Clause			this project only.	
	24			tino project orny.	
73		24 of 78	Price Format	We request the purchaser to provide	As per NIT
·	IV Price			separate Purchase for Supply and	,
	Format			Installation+Testing+Commissioning.	
	Johnat			Accordingly the price format to be	
				amended.	
74	Annendi	43 of 78			As per Corrigendum - I
'	x 1: Sl. 7	10 51 70		the date of commissioning or 15months	no por comgonadin - i
	1.01.7			from the date of dispatch, whichever is	
				earlier, plus 3months towards claim period.	
				This needs to be amended as the Warranty	
				is only for 12months	
				is only for 12months	
		1			

la.		1	1	10.1.0.11	har r r liuit i	Inches de la companya della companya della companya de la companya de la companya della companya
75				Cyber Security	We request you to add this new clause:	Not Applicable
					Purchaser's Obligations for Its Systems:	
					Purchaser is solely responsible for the	
					implementation and maintenance of a	
					comprehensive security program ("Security	
					Program") that contains reasonable and	
					appropriate security measures and	
					safeguards to protect its computer network,	
					systems, machines, and data (collectively,	
					"Systems"), including those Systems on	
					which it runs the Products or which it uses	
					with the Services, against Cyber Threats.	
					"Cyber Threat" means any circumstance or	
					event with the potential to adversely	
					impact, compromise, damage, or disrupt	
					Purchaser's Systems or that may result in	
					any unauthorized access, acquisition, loss,	
					misuse, destruction, disclosure, and/or	
					modification of Purchaser's Systems,	
					including any data, including through	
					malware, hacking, or similar attacks.	
					Without limiting the foregoing, Purchaser	
					shall at a minimum:	
					(a) have qualified and experienced	
					personnel with appropriate expertise in	
					cybersecurity maintain Purchaser's Security	
					Program, and have such personnel	
					regularly monitor cyber intelligence feeds	
					and security advisories applicable to	
					Purchaser's Systems or Purchaser's	
					industry;	
					(b) promptly update or patch its Systems or	
76	Commercial	1	1	The bidder must have minimum annual turnover of Rs.20	The bidder must have minimum average	As per NIT
1'0	Commercial	4	'		1	As per NIT
				(Twenty) Crore or more during the last three financial years.	turnover of Rs.10 (Ten) Crore or more for	
				Audited Balance Sheets duly certified by CA to be submitted.	last three financial years. Audited	
				Bidder has to also submit UDIN based CA certificate / financial	Balance Sheets duly certified by CA to be	
				statement as proof of the same	submitted. Bidder has to also submit UDIN	
					based CA certificate / financial statement	
					as proof of the same	
77	Commercial	4	2	The bidder must provide proof of having solvency of an amount	The bidder must provide proof of having	As per NIT
				equal to Rs.1 Crore (Rs. One Crores) from any nationalized/	solvency of an amount equal to Rs.40 L	
				scheduled commercial bank.	(Rs. Fourty Lakh) from any nationalized/	
					scheduled commercial bank.	
78	Technical	3	2.4 of Technical	Also, at least one datacenter of Tier-III or	Please Amend clause as" Bidder should	As per NIT
1, 2	. John Joan	ľ	Qualification	design principle should be certified by the	have implemented UPTIME Tier-III / TIA-	, ps
			Criteria	uptime institute/EPI/ Customer . Bidder is	942-B Rated-3 Compliant Data Centre	
			Officia	required to furnish the detail from Uptime		
				1 '	confirmed by end customer certificate.	
				institute for Completed DC-Built Project		
	 	 		(Commissioning and Operation)		
79	Technical	3	2.3 of Technical	The bidder should have implemented the proposed data center	Requesting BSES to accept Satisfactory	As per Corrigendum - I
			Qualification	built services , which should be running successfully, in at least	Performance Certificate as per end user	
			Criteria	3 Govt. organizations/ Financial Institution/ Public Sector	format as Permormance certificates are	
				Undertakings/ Commercial Bank/ Telecom/ITES/Enterprise in	issued one time by the End User against	
				India during last 5 years, as on bid submission date	completion of Work & in format suggested	
				Satisfactory Performance Certificate from the Clients strictly in	as per different RFP's.	
				format as given in tender.	'	
	1	1	1	normat as given in tender.	1	

80			Section-I, 2.2	The bidder should be the Original Equipment Manufacturer		As per NIT
	QUALIFICATION	3		(OEM) or authorized service provider/ representative of data	Equipment Manufacturer (OEM) or	
	CRITERIA/Techni			Center equipments like IT rack , PAC etc. in India.	authorized service provider/ representative	
	cal Qualification				of data Center equipments like Network	
	Criteria				Switches, Server,IT Rack and Other It	
					Equipement etc. in India.	
81		Page No-	Section-I, 2.3	The bidder should have implemented the proposed data center	The bidder should have implemented or	As per NIT
	QUALIFICATION	3		built services, which should be running successfully, in at least	supply, installation and commissioning and	
	CRITERIA/Techni			3 Govt. organizations/ Financial Institution/ Public Sector	O&M of Contact Centre/Command	
	cal Qualification			Undertakings/ Commercial Bank/ Telecom/ITES/Enterprise in	Centre/ Security Surveillance/Cyber	
	Criteria			India during last 5 years, as on bid submission date.	Security/IT/ITES/ICT/Networking	
					including Sever, Firewall, Rack, Network	
					Switch which should be running	
					successfully, in at least 2 Govt.	
					organizations/ Banking & Financial	
					Services Institution (BFSI)/ Public Sector	
					Undertakings/ Commercial Bank/ Telecom	
					in India during last 5 years, as on bid	
					submission date.	
82	Financial	Page No-	Section-I, 2			As per NIT
	Qualification	4	,	equal to Rs.1 Crore (Rs. One Crores) from any nationalized/	document furnishing the details regarding	<u> </u>
	Criteria			scheduled commercial bank.	the financial stability and solvency of an	
					organisation or individual. This certification	
					is usually required while dealing with	
					government and commercial offices as they	
					need to verify the financial stature of that	
					respective entity. Thats why we	
					respective entity. I nats wny we requesting Kindly Consider Net worth Certificate also.	