

REPLY TO PRE-BID QUERIES
RFP NO OICL/HO/ITD/HOSTING/2015/01 DATED 15TH APRIL 2015
(PROCUREMENT OF CO-HOSTING SERVICES)

S.N.	Page No	Point Section	Existing Clause	Query Sought	OICL Response
1	16	2.2.8	The OICL requires a power meter that can measure the actual power consumption by the OICL's equipment in the server caged area. This consumed power will be payable by the OICL at the unit rates provided in the commercials throughout the tenure of the contract.	Power price may change during the contract period because of change in price of diesel & electricity. Request OICL to bear the extra cost because of increase of input cost of power. The power rate to be charged as per the power regulatory authority.	As per RFP. Further it is clarified that payment will be made on actual units consumed at the unit rates provided in the commercial bid.
2	17	2.2.2	The bidder is required to propose 600sq.ft. raised space at DC & DRC. Furthermore, should there be a requirement of additional space in the future the bidder should be able to provide the same on the prorated per sq. ft. cost within the same facility throughout the period of the contract. Additional power will be provided at the quoted per unit rate.	Request you to clarify the future space & power requirements and delivery time frame. We may be allowed to provide space anywhere in the same DC what has been offered. Secondly the time frame should be upto six months.	Approximately 50% of the mentioned space & power can be provisioned for future expansion. However, the space can be provided anywhere in the same DC as per RFP clause 2.1.14
3	17	2.2.10	Single phase and three phase power should be made available to support OICL's equipment in the caged area.	Request you to clarify the no of Racks in single and Three phase. Also clarify the no of Network Rack	For each rack placed in the server cage area Single phase and three phase power (both options) should be made available.
4	18	2.4.2	The bidder shall regularly monitor the access to OICL's Server room / cage by means of access control systems, physical security, Biometric access and CCTV and should always make sure that they are functional 24X7 days.	Request you to clarify the number of CCTV required in cage.	Please refer clause 35 of Annexure 1 - Minimum Technical Specifications.
5	18	2.4.3	If required by the OICL, the bidder should be able to provide details of people accessing OICL's server room / cage by sharing the entries made in the security register, reports from access control system, CCTV video clips. etc.	Request you to consider 30 days recording for CCTV and 90 days access log.	It is clarified that bidder will provide CCTV video clips (viewable in windows PC) & access logs on monthly basis to OICL.
6	19	2.5.3	The UPS / generator backup power facility needs to be available to the proposed seating area. SP shall provide UPS backed up 3 power points per seat.	Request you to conform the Power point requirements per seat.	3 Power Points per seat as mentioned in the point 2.5.3
7	19	2.5.6	The seating area should include the desk, chair, one cabinet per seat, power connections and network connections (two per seat)		
8	23	3.9	The Installation cum Acceptance Test	What would be there in Acceptance test. Request you to elaborate & clarify it.	Please refer "Note" at Page 23 of section 3.9
9	24	3.15.1	Technical Inspection and Performance Evaluation - OICL may choose to carry out a technical inspection/audit and performance of the site.	What would be there in Technical Inspection and Performance Evaluation. Request you to elaborate & clarify it.	Parameters mentioned in site visit mentioned on Page 52 of RFP shall be considered for Technical Inspection and Performance.

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10	44	Building Management System (Point No. 35)	There should be CCTV monitoring for surveillance of the server hall area. The CCTV surveillance should cover OICL's server caged area and other critical areas where OICL's components are placed. Activities should be recorded and the archival should be kept by the bidder for contract period.	We maintain 30 days recording for CCTV and 90 days access log.	It is clarified that bidder will provide CCTV video clips (viewable in windows PC) & access logs on monthly basis.
11	47	Annexure 2	Please note that the sale agreement / lease agreement copies (whichever applicable) are enclosed herewith as supporting documents.	Please accept self certification for owned Data Centre. Sale Agreement is a confidential document of the Organization.	It is clarified that the sale agreement / undertaking from the authorised signatory / lease agreement copies (whichever applicable) can be enclosed as supporting documents.
12	66	Table 2	DC Site Recurring Charges (Excluding Taxes)	Recurring charges for CCTV, Biometric Access, Access Card & Cross Connects have been asked. Are we need to mention them in Others.	Costing for these items should be factored along with co-hosting charges.
13		Others		Details of existing DC & DR provider. Are they in house or with 3rd party vendor ?	Existing DC & DR Co-Hosting services are provided by 3rd party vendor.
14	16	2. Detailed Scope of Work	The complete electrical and structured LAN cabling has to be performed by the Service Provider.	If DC service provider has to do LAN cabling, Structured LAN Inter & Intra Rack cabling detailed will be required, like how many copper & Fiber points per Rack needs to be provisioned. How many copper & fiber patch chords along with the respective lengths will also be required	This LAN Cabling refers to LAN Cabling from Seating Space to Cage Area only. Inter & Intra Rack cabling is not under bidder's scope.
15	17	2.2 Server Room Area(2.2.7)	The bidder shall provide adequate power points in the Server cage area allocated to the OICL. As per existing deployment approximately 60 KVA (525600 Units) is the load for both DC & DR Set-up separately. SP has to ensure the same load at Day-1. Additional power, if required shall be made available by the SP. OICL will pay only for consumed power. The bidder shall quote for the same in the bill of material Appendix 1 – Bill of Material.	Would also like to know the power capacity capping in Kw which will be required for your future needs	Approximately 50% of the mentioned power may be required for future needs.
16	18	2.3 Communication Area (2.3.3)	The bidder should allow the termination of the any network links provided by the OICL appointed link (telecom) service providers. The bidder shall also allow laying of cables and associated works in their premises.	We typically don't allow any service providers to lay fiber/copper inside the premises, **** does the same inhouse, provisioning of Media extension from MMR to Caged Area for any such customer requirements, hope this is acceptable	Refer 2.3.4 on Page 18 of RFP, wherein it is mentioned that service provider (bidder) has to extend link from Communication Area (MMR) to Server Cage Area.

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17	24	3.15 Other RFP Requirements (3.15.2)	The Bidder would permit OICL or any person / persons appointed by OICL to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Bidder and under no circumstances the same would be reimbursed to the Bidder by OICL.	This clause need to be removed, cost has to be beared by customer	The Clause 3.15.2 on Page 24 of RFP should be read as below: "3.15.2 The Bidder would permit OICL or any person(s) appointed by OICL to observe the technical and performance evaluation / benchmarks carried out by the Bidder."
18	28	4.10 Penalties on Non Compliance of SLA	In case of non-readiness of the site (as per specifications within the defined timelines, OICL shall levy a penalty @ 0.5% of the total contract value for each week of delay, subject to 5% of the total contract value being the overall cap for penalties.	PI revise the clause as " In case of SLA voilation OICL shall levy a penalty @ 0.5% of the total contract value for each week of delay, subject to 5% of the total contract value being the overall cap for penalties"	As per RFP
19	53	D. Site Visit:	Emergency Power Off (EPO)	This clause need to be removed	As per RFP
20	53	D. Site Visit:	As a general rule of thumb Temperature should be 18 to 22 degree Celsius	Point no 17, Pg no 43 says 22+-2 Degrees thus a modification is required	It is clarified that - As a general rule of thumb Temperature should be 22 +/- 2 degree Celsius
21	53	D. Site Visit:	Batteries should be used as a UPS & should be replaced every 1-2 years	Normally battery life is 3 years. Bidders do proactive management of batetries as and when required. bidder will do proactive management of UPS system including batteries with minimum 3 months periodicity and do the replacement in case battery need replacement as & when required. This will be in accordance to SLA for Data Center infrastructure availability practice.	It is clarified that bidder should be maintaining the SLA.
22	66 & 67	Commercial	Commercial	The Unit rate of Electricity will be on actuals depending upon the EB(Electricity Board) rates*PuE. PuE will be fixed over a period of 10 Yrs while EB rates will change as per actuals. If there is an increase in Electricity Board Power tariff by 10 % or more , the same will charged to customer on actuals. Accordingly commercial format for power charges to be modified.	As per RFP Futher it is clarified that payment will be made on actual units consumed at the unit rates provided in the commercial bid.
23	16	2.1.1	The proposed Data Centre for OICL's should be located at Bangalore & DR Site at Mumbai.	Keeping scalability of resources in future would OICL be open for alternate location in same sesmic Zone.	As per RFP

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24	17	2.2.2	Bidder is required to propose 600 sqft of raised floor . there be a requirement of additional space in the future the bidder should be able to provide the same on the prorated per sq. ft. cost within the same facility throughout the period of the contract. Additional power will be provided at the quoted per unit rate.	As Power tariff & fuel keeps escalating, is OICL open for pro-rated escalation on quoted cost for additional space required in future?	No
25	18	2.3.1	The bidder should provide the space and power for MUX and/or Network Equipment at communication area / meet me room (MMR) to extend bandwidth connectivity to OICL.	Could you please mention space & Power details.	Approximately 1 Rack Space with 3 KVA.
26	49	9.4/2	The bidder should have a positive net worth in the last two financial years (i.e. 2012-13 and 2013-14)	Can bidder use credentials of its parent/group company.	As per RFP
27	15	1.7/8	The bidder should have minimum experience of providing hosting services for last 5 years	Can bidder use credentials of its parent/group company.	As per RFP
28	34	4.26	The prices quoted (as mentioned in Appendix 1- Bill of Materials submitted by the bidder) for the solution and services shall be firm throughout the period of contract and shall not be subject to any escalation.	In wake of escalating cost of Power & fuel can we quote escalated cost for additional space & Power requirement in future.	As per RFP
29	17	2.1.14	OICL may in future require additional space at the Data Centre site. The Bidder agrees that in the event OICL wants additional space for expansion; the same will be provided to the OICL within the same DC site / floor or building at the current rates agreed.	How much buffer of additional space & Power to be provisioned for expansion.	Approximatly 50% of the mentioned space & power can be provisioned for future expansion.
30		Misc		Consortium Clause- Is consortium allowed for providing any one of the sites i.e DC or DR	No
31		Misc		Request to consider including this clause for meeting PQ criteria - In case a Bidder does not satisfy the financial criteria, the holding company would be required to meet the financial creteria requirements.In such an event, the Bidder would be required to furnish along with its Techno-Commercial bid, a Letter of Undertaking from its holding company, supported by Board Resolution of the holding company, as per the format enclosed in the bidding documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.	No Change, As per RFP

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32	21	3.3	<p>Sub-contract In case sub-contracting any of the activities under the scope of this RFP is required, the <u>bidder needs to notify and take prior permission in writing from OICL</u>. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations</p>	<p>Bidder submits that since it is solely responsible for the performance of all obligations under the RFP, it should be free to sub-contract without seeking OICL's consent.</p>	As per RFP
33	22 73	3.7 10.6(Appendix 6)	<p>PBG Within 15 days after the receipt of Notification of Award from OICL, the bidder shall furnish performance security to OICL as per Appendix - 6, which shall be equal to 10 percent of the value of the contract.</p>	<p>Bidder requests that the timeline for submission of PBG should commence from the date on which contract is signed by both parties.</p>	As per RFP
34	25	4.3	<p>Compliance with Laws The SP shall undertake to observe, adhere to, abide by, comply with and notify OICL about all laws in force or as are or as made applicable in future, <u>pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender</u> and shall <u>indemnify, keep indemnified, hold harmless, defend and protect OICL</u> and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability <u>and all consequences</u> that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. <u>SP shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project</u> or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, <u>shall indemnify, keep indemnified, hold harmless,.....</u></p>	<p>Bidder submits as follows: (i) SP shall undertake to comply with all laws in force, presently or in the future, pertaining to or applicable to the obligations to be performed by SP under the resulting Contract; (ii) Bidder proposes following modification to the language for Indemnity: "<i>SP shall defend and/or settle any third-party claim against OICL arising out of the the Contractor non-compliance with the laws, rules or regulations applicable to the contractual obligations of SP, provided OICL: (i) promptly notifies SP of the claim in writing; (ii) cooperates with SP in the defense/ settlement of the claim; and (iii) grants control of the defense/ settlement of the claim to SP.</i>"</p>	As per RFP

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35	26 33 33	4.5 4.18 4.19	Termination/ Cancellation	<p>(i) Bidder requests the the term "cancellation" should be replaced with "termination";</p> <p>(ii) Bidder requests deletion of Cl. 4.5(e) as it is ambiguous. Further, Cl. 4.5(f) already covers OICL's right to terminate for delay;</p> <p>(iii) OICL should only terminate the contract only if after notifying SP of the breach in writing and granting it a reasonable time to rectify the breach, the SP still fails to remedy the breach;</p> <p>(iv) In case of termination, Bidder should be entitled to payment for all products supplied and services rendered till the effective date of termination;</p> <p>(v) Bidder requests the Cl. 4.19 should be made mutual.</p>	As per RFP
36	26	4.6	Indemnity	<p>(i) Bidder requests deletion of Indemnity for claims arising from breach of Tender terms or breach of representations and warranties and OICL already has adequate remedies in law against such breach;</p> <p>(ii) Bidder requests deletion of Indemnity for loss or damage arising from loss of data because data back-up will be OICL's responsibility;</p> <p>(iii) Bidder clarifies that it will only indemnify OICL against third-party claims; and</p> <p>(iv) SP should only be required to indemnify for third-party claims of IP infringement arising from products manufactured by it and supplied under the Contract, as SP will not have any visibility on the IP ownership of third-party products.</p>	As per RFP

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37	27 33	4.7 4.17	Audit & Inspection	<p>Bidder submits as follows:</p> <p>(i) Prior to review by Auditor, OICL/its auditors should: (a) provide SP with at least thirty (30) days' notice for conducting the audit, such notice describing the issue(s) that will be the subject of the audit; and (b) be subject to SP's site/premises security obligations and have their access controlled/monitored by SP.</p> <p>(ii) Auditor shall NOT be given access to SP/ sub-contractor locations/ premises (or portions thereof) that are not related the Services;</p> <p>(iii) Auditor shall not have access to records or documents relating to make-up of Bidder's direct costs, their relationship to the service charges, any financial cost models, calculation of services charges, internal audit reports, or any other information not relating to the services;</p> <p>(iv) The Auditor should: (a) not be a third party in dispute/conflict with the SP; (b) not have any other business relationship with OICL.</p>	As per RFP
38	31	4.12	Confidentiality OICL does not wish to receive the Confidential Information of Bidder, and Bidder agrees that it will first provide or disclose information, which is not confidential. Only to the extent that OICL requests Confidential Information from Bidder, shall Bidder furnish or disclose Confidential Information.	<p>Bidder requests deletion of this provision as Bidder will need to disclose confidential information to OICL in the course of bidding for this tender. It would be impractical for the Bidder to wait for OICL to request for Confidential Information before sharing it. This would also mean that Bidder cannot mention any confidential information in its bid, making it impossible for the Bidder to prepare his bid.</p>	This clause is only applicable during the contract period. However bidder may furnish all the required information while submitting the response to this RFP.
39	32	4.16	Violation of Terms	Bidder requests that this term should be made mutual.	As per RFP
40	37 72	5.2 10.5(Appendix 5)	EMD	Bidder submits that EMD should not be forfeited if the parties fail to reach an agreement on the terms and conditions of the contract.	As per RFP

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41	38 39 48 69 74	6.1(Note 1) 6.2(2) 9.3 (Annexure 3) 10.2(Appendix 2) 10.7(Appendix 7)	No Deviation Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this tender and subsequent modifications to this tender, if any.	Bidder clarifies that it will be allowed to submit deviations to tender T&Cs in the format provided under Appendix-7 and these deviations will be discussed and mutually agreed upon during the contracting stage.	As per RFP
42		NEW	NEW	Is additional security in terms of biometric / smart card system be required to enter the proposed caged area	Please refer clause 2.2.5 of the RFP
43		NEW	NEW	Is there an alternative we can suggest here Bangalore-DC & Delhi/NCR - DR?	No Change
44	15	1.7 (point #8)	The bidder should have minimum experience of providing hosted services for last 5 years	This may not be restricted to five years and may start even with minimum of 3 years.	As per RFP
45	16	2.1.1	The proposed data Centre for OICL's should be located at Bangalore & DR site at Mumbai	BSNL (Bharat Sanchar Nigam Limited) has world class TIER-III Certified (certified by Uptime Institute which means an uptime of 99.982% over a year) Internet Data Centres (owned by BSNL and managed by M/s Dimension Data India Limited). We may kindly request / propose Mumbai and Faridabad as the DC & DR sites respectively or vice-versa which exist in different seismic zones. This may not be required to be restricted to Bangalore and Mumbai.	As per RFP
46	16	2.1.4	The power should be available from two different power sources. Two separate power paths from the UPS to be provided to the Server room area and the network communication area. The UPS should be configured in redundant mode.	Clarification is sought whether this power pertains to main power coming from two different grids or main power from a single source but going through two different routes to the destination so as to maintain redundancy.	It is clarified that power should be available from two separate power paths from the UPS to the Server room area and the network communication area.
47	15			We would request OICL to allow bidder to get into consortium to bid for DC/DR site location	Not allowed.