



Corrigendum 1 - Selection of Data Centre Operator (DCO) for Supply, Installation, Configuration, Testing, Operations and Management of Tamil Nadu State Data Centre (TNSDC) Phase II

	<p><i>ELECTRONICS CORPORATION OF TAMIL NADU LIMITED, CHENNAI – 35</i></p> 
<p style="text-align: center;"><u>Corrigendum Document - 1</u></p> <p>ELCOT invites bids for Selection of Data Centre Operator (DCO) for Supply, Installation, Configuration, Testing, Operations and Management of Tamil Nadu State Data Centre (TNSDC) Phase II</p>	
Tender No.	ELCOT/IT Infra/OT/33046/ TNSDC PH II-DCO/ 2017-2018
<p>For further details visit our websites: www.elcot.in and www.tenders.tn.gov.in</p> <p style="text-align: center;">MANAGING DIRECTOR</p>	

ELECTRONICS CORPORATION OF TAMIL NADU, CHENNAI – 35

**Corrigendum 1 - Selection of Data Centre Operator (DCO) for Supply,
Installation, Configuration, Testing, Operations and Management of Tamil Nadu
State Data Centre (TNSDC) Phase II**

ELCOT/IT Infra/OT/33046/ TNSDC PH II-DCO/ 2017-2018

Bidders may note that this corrigendum document is part of the RFP. Bidders are requested to sign and stamp in the copy of the Corrigendum by the Authorized signatory of the Tender and submit in Technical bid. All Pages of Bid response are to be numbered with Official Seal and Sign of Bidder Authority

Clarification of Bidder Queries:

Bidder queries are documented in the following section with suitable responses for the same.

S. No	Volume (I/II/III)	Page No	Clause	Description RFP	Bidder Query	ELCOT Response/Clarification
1	Volume II	33	Rate Card Specification: 3.11 Host Based Anti-Virus Solution: Point no-2	Should provide protection for Windows Client, Windows Server and Enterprise Linux server environment. Suitable alternative policy based access control features must be available for Solaris and Unix environments Point no 9)Should be capable of protecting all the servers in the data centre	Please clarify whether Host based Anti-virus referred as Desktop AV or Data centre Server AV component? As per Point 9- statement refers protect all servers in DC. Since Server security has been already factored for Server protection in Data Centre, please clarify whether this requirement is for Server or Desktop?	The specification in Volume II Clause 3.11 Host based anti-virus solution and Clause 3.12 Host based Intrusion protection system is removed. The specification for server security in clause 3.14 will cater both desktop and servers in Data centre
2	Volume II	34	3.11 Host based Antivirus solution: Point no 15	Proposed solution must identify machines plugged into the network and notify the administrator of the presence of a machine without an Antivirus engine running on it.	Please amend the statement as "Proposed solution must identify machines plugged into the network after scanning tool scans the network and notify the administrator of the presence of a machine without an Antivirus engine running on it.	The specification in Volume II Clause 3.11 Host based anti-virus solution and Clause 3.12 Host based Intrusion protection system is removed. The specification for server security in clause 3.14 will cater both desktop and servers in Data centre

3	Volume II	35	Rate Card Specification: 3.12 Host based Intrusion protection System: Point no-2	Platform Support Microsoft Windows, RHEL	Request to change the specification of the platform support for Windows only as RHEL platform has been factored under Server Security Solution (Section 3.14) that includes all flavours of Linux such as Ubuntu, SUSE, Debian etc.	The specification in Volume II Clause 3.11 Host based anti-virus solution and Clause 3.12 Host based Intrusion protection system is removed. The specification for server security in clause 3.14 will cater both desktop and servers in Data centre
4	Volume III	72	4.5 Rate Card Components:	IT software Components	Line item 1 and 2 specified with Antivirus for servers. Again line Item 3 mentioned as Host based Antivirus for servers? Please clarify	The S. No. 1,2 and 3 in Volume III Page No. 71 & 72 from Rate Card components under IT software components is removed

5	Volume I	25	6.4 Security Deposit – Bank Guarantee	<p>Security Deposit – Bank Guarantee</p> <p>The Successful Tenderer will be required to remit the Security Deposit equivalent to 5% of the value of the work order inclusive of EMD by way of demand draft payable to ELCOT, CHENNAI (or) in the form of unconditional irrevocable Bank Guarantee as per the sample format valid for a period of six years from the date of LOA, with in fifteen days from the date of LOA. If the accepted Tenderer fails to remit the Security Deposit within the above said period, their tender will be held void and the Earnest Money Deposit remitted by them will be forfeited to ELCOT.</p>	<p>The Bank Guarantee Form contains language that the BG is unconditional. Bidder requests that the BG be invoked only in instances where the Bank notifies the Bidder of the instance of non-performance and the Bidder has been unable to resolve the issue post the cure period of 30 days as specified in the Event of Default section.</p>	<p>The Clause remains unchanged</p>
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6	Volume I	133	22. Termination of Contract	<p>Termination of Contract Termination for default a) ELCOT may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) If the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by ELCOT; or (ii) If the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) If the Successful Bidder, in the judgement of ELCOT, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract. b) In the event of ELCOT</p>	<p>Bidder request notice period of 30 days to be provided before Termination for contract for default and convenience.</p>	<p>The Clause remains unchanged</p>
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				<p>terminating the Contract in whole or in part, ELCOT may procure the goods and services upon terms and in such manner as deems appropriate at the risk and cost of the defaulting Supplier and such supplier shall be liable to ELCOT for any additional costs for such goods and services. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.</p>		
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7	Volume I	133	22. Termination of Contract	<p>In the event of ELCOT terminating the Contract in whole or in part, ELCOT may procure the goods and services upon terms and in such manner as deems appropriate at the risk and cost of the defaulting Supplier and such supplier shall be liable to ELCOT for any additional costs for such goods and services. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated</p>	<p>Bidder requests amendment of the clause with the below: In the event of ELCOT terminating the Contract in whole or in part, ELCOT may procure the goods and services upon terms and in such manner as deems appropriate at the risk and cost of the defaulting Supplier and such supplier shall be liable to ELCOT for any additional costs for such goods and services to a maximum of 20% of the undelivered value of products/services.</p>	<p>The Clause remains unchanged</p>
8	Volume I	27	6.13 Liquidated Damages for Non-fulfilment of Commissioning Schedule	<p>Liquidated Damages for Non-fulfilment of Commissioning Schedule A penalty of 0.25% of overall CAPEX for respective IT and Non IT components per calendar day for late completion beyond the stipulated commissioning schedule will be levied subject to a maximum of 10% of overall CAPEX</p>	<p>Bidder requests deletion of this clause as the same clause is mentioned in 8.2.1 on Page Number 108.</p>	<p>Penalty clause is also mentioned in SLA part for bidder reference</p>

				arrived for respective IT and Non IT components.		
9	Volume I	115	8.7 Penalties	In the operations phase, the total deduction of all penalties covering help desk, MIS & operations would be capped to 40% of the Quarterly OMC	Bidder requests that the penalties in the operations phase be limited to 10% of the AMC Charges.	The Clause remains unchanged

10	Volume I	118	9.7 Right of Monitoring, Inspection & Periodic Audit	<p>Right of Monitoring, Inspection & Periodic Audit GoTN/ELCOT/Tamil Nadu State Implementation agency reserves the right to inspect by itself or through a Third Party agency and monitor/assess the progress / performance/ maintenance of the TNSDC Phase II components at any time during the course of the Contract, after providing due notice to the DCO. The State may demand any document, data, material or any other information which it may require to enable it to assess the progress of the project.</p> <p>Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the DCO failing which the State may without prejudice to any other</p>	<p>Request ELCOT to keep the frequency of the audits to twice a year.</p> <p>Request ELCOT to provide the Bidder with a time frame of 30 days to rectify any deviations identified as a result of such audit.</p>	<p>The clause remains unchanged. Third Party auditors will be appointed for auditing the DCO operations.</p>
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				rights that it may have issue a notice of default		
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11	Volume I	119	9.10 Indemnity	<p>Indemnity The DCO shall execute and furnish to the State a Deed of Indemnity in favour of the State in a form and manner acceptable to the State, indemnifying the State from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:</p> <ul style="list-style-type: none"> o Any negligence or wrongful act or omission by the DCO or the DCO's team or any 3rd party in connection with or incidental to this Contract; or o A breach of any of the terms of the DCO's Bid as agreed, the Tender and this Contract by the DCO, the DCO's Team or any third party <p>The indemnity shall be to</p>	<p>Request ELCOT to kindly provide an amendment to the indemnity clause as follows:</p> <ul style="list-style-type: none"> (i) any acts of gross negligence or willful act or omission by the DCO or the DCO's team or any 3rd party in connection with or incidental to this Contract; and removal of the language: <ul style="list-style-type: none"> o A breach of any of the terms of the DCO's Bid as agreed, the Tender and this Contract by the DCO, the DCO's Team or any third party; <p>Substitute the edits with separate language on liability to address breach of contract scenarios- to be incorporated as a separate clause.</p> <p>Bidder's liability to Customer under this Agreement is limited to the amount payable by Customer to Bidder for the relevant Order. Neither Customer nor Bidder will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of</p>	<p>The Clause remains unchanged</p>
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				the extent of 100% in favour of the State	intellectual property, death or bodily injury caused by their negligence; acts of fraud; wilful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law	
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12	Volume I	119	9.11 Confidentiality	Confidentiality -The DCO shall be liable to fully recompense the State for any loss of revenue arising from breach of confidentiality. The State reserves the right to adopt legal proceedings, civil or criminal, against the DCO in relation to a dispute arising out of breach of obligation by the DCO under this clause	Bidder requests amendment of the following clause with the below: The DCO shall be liable to fully recompense the State for direct damages arising from breach of confidentiality. The State reserves the right to adopt legal proceedings (civil proceedings), against the DCO in relation to a dispute arising out of breach of obligation by the DCO under this clause	The Clause remains unchanged
13	Volume I	120	9.12 Term & Extension of the Contract	Term & Extension of the Contract: The State shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including fresh negotiations on terms and conditions	Request ELCOT to consider an amendment to the clause to state as follows: Any extension to the term mentioned above shall be based on mutual agreement between the parties and shall be subject to fresh negotiations on terms and conditions.	The Clause remains unchanged

14	Volume I	120	9.14 Events of Default by the DCO	<p>Events of Default by the DCO</p> <p>o The failure on the part of the DCO to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the DCO. The events of default as mentioned above may include, but not limited to, inter alia, the following also:</p> <p>The DCO has failed to perform any instructions or directives issued by GoTN/ELCOT which it deems proper and necessary to execute the scope of work under the Contract.</p>	<p>Bidder requests amendment of the clause with the below:</p> <p>The DCO has failed to perform any instructions or directives by ELCOT which were discussed and mutually agreed between the parties, that DCO will fulfill which is necessary to execute the scope of work under the Contract.</p>	<p>The Clause remains unchanged</p>
15	Volume I	130	12.2 Sample Form for Agreement	<p>Sample Form for Agreement: In the event of non-performance of successful tenderer of obligations under the RFP, ELCOT may review the need for blacklisting of the successful tenderer</p>	<p>Bidder requests amendment of the clause with the below:</p> <p>In the event the successful tenderer engages in any acts of anti-bribery or corruption as part of fulfilment of its obligations under the RFP, ELCOT may review the need for blacklisting of the successful tenderer.</p>	<p>The Clause remains unchanged</p>

16	Volume I	25	6.1 Termination of Contract	ELCOT may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part,	Bidder request to change the notice period to 30 days to be for termination for default and insolvency and 60 days for termination for Convenience	The Clause remains unchanged
17	Volume I	26	6.12 Payment Terms	<ol style="list-style-type: none"> 1. Supply, Installation, Configuration, Commissioning and testing of IT and non IT Components - 55% of Capex Value 2. Completion of Final Acceptance Test - 35% of Capex value 3. CAPEX equally amortized over 5 years - 10% of Capex value 	<p>Bidder request to change the payment term as</p> <ol style="list-style-type: none"> 1. Supply, of IT and non IT Components - 70% of Capex Value 2. Installation, Configuration, Commissioning and testing of IT and non IT Components - 20% of Capex Value 3. Completion of Final Acceptance Test - 10% of Capex value <p>Also bidder request add that the payment will be made within 30 days from the date of Invoice</p>	The Clause remains unchanged

18	Volume I	108	8.2.1 Implementation Service Levels	A penalty of 0.25% per calendar day of late completion beyond the stipulated commissioning schedule will be levied subject to a maximum of 10% of CAPEX. The Liquidated damages will be calculated for the non-commissioned portion of the work order.	Bidder request to delete this clause as the same has been covered in Section 6.13	Penalty clause is also mentioned in SLA part for bidder reference
19	Volume I	115	8.7 Penalties	In the operations phase, the total deduction of all penalties covering help desk, MIS & operations would be capped to 40% of the Quarterly OMC	Bidder request to cap the all penalties in Operations phase to 10% of Quarterly AMC charges	The Clause remains unchanged
20	Volume I	122	9.2 Liquidated Damages	Liquidated Damages	Bidder request to delete this clause as the same has been covered in Section 6.13	LD clause mentioned is for bidder reference
21	Volume I	131	13 (iii) WARRANTY	If the complaints are not rectified within the stipulated period as mentioned in the tender conditions, an equivalent standby shall be supplied till rectification. A penalty of 0.25% of overall CAPEX will be charged per day till the equipment is put on working condition, in	Bidder request to delete this clause as this is already covered under SLA penalty.	Penalty clause is also mentioned in SLA part for bidder reference

				case the standby item is not supplied		
22	Volume I	26	6.12 Payment Terms	Payment Terms (Part 1) Capex Equally Amortized over 5 Years , Fee Payable : 10% of the Capex Value of the Work Order	Bidder requests ELCOT to release 10% Payment on commissioning and handover of the DC. A PBG of equivalent amount may also be given.	The Clause remains unchanged
23	Volume I	30	7.1 Project Parts	Project Parts Part II : The Scope of this Tender also involves the scalability procurement, installation, testing and commissioning of specific IT Infrastructure , UPS , PAC and LAN Cabling requirements for an additional 88 Racks, namely	Most OEM's give price Validity for a maximum of 2 Years so a clear date is required to be given for Scalability procurement. Kindly confirm a validity for scalability procurement.	The Clause remains unchanged
24	Volume I	25	6.6 Commissioning Schedule	Commissioning Schedule	Considering the complexity of the project, requesting the commissioning schedule to be increased to 8 months	The Clause remains unchanged
25	Volume I	38	7.2.1 Second Floor	Second Floor - Floor Loading of UPS Batteries ,PAC and Critical IT Load in the Server Area	Please provide the current Floor Strength Capacity of all the Floors.	The loading capacity is 1500Kg per Square meter for all floors

26	Volume I	42	7.6.1 Space Requirement	Space Requirement: Staging Room: 8 Racks with KVM Switch	What is the KVA to be planned for these 8 Racks in Staging? Also request you to kindly mention the planned Rack Load in KW instead of KVA.	8 KVA is planned for racks in staging area. Bidder's responsibility for calculating into KW
27	Volume I	42	7.6.1 Space Requirement		Will these 8 Staging Racks be given UPS Power from the Proposed 600KVA UPS -2 Nos? Kindly confirm.	Yes. UPS power need to be provided for 8 staging racks
28	Volume I	57	7.8.7 Cooling Solution of TNSDC phase II Data Centre Area	Cooling Solution for TNSDC Phase II Data Centre Area	Please clarify the cooling requirement for Staging Room.	Staging area will be part of the server farm area. Hence PAC cooling need to be provided
29	Volume II	26	3.3 Internal Firewall	Operational Metrics Minimum of 80 Gbps of Small packet throughput	Kindly change this into " Minimum 80 Gbps of Firewall Throughput "	The Clause is amended to: Operational Metrics - Minimum of 80 Gbps of Firewall throughput
30	Volume II	27	3.4 External Firewall	Operational Metrics Minimum of 80 Gbps of Small packet throughput	Kindly change this into " Minimum 80 Gbps of Firewall Throughput "	The Clause is amended to: Operational Metrics - Minimum of 80 Gbps of Firewall throughput

31	Volume II	41	3.16 Web Application Firewall	Mandatory Requirements SI.No 1 Architecture Minimum WAF throughput of 2 Gbps and Scalable upto 4 Gbps	Since you are proposing 10Gbps Internet link for this Data centre & hosting more no of web applications, its recommended to have atleast 4 Gbps HTTP throughput from day one. Some of the vendors has published only the server load balancer throughput since they are adding the WAF functionality above their server load balancers. In that case you will not be able to get the full WAF throughput	The Clause is amended to: Minimum WAF throughput of 4 Gbps
32	Volume II	33	3.11 Host Based Anti-Virus Solution	Should provide protection for Windows Client, Windows Server and Enterprise Linux server environment. Suitable alternative policy based access control features must be available for Solaris and Unix environments	Since not many vendors has mention the small packet throughput into their	The specification in Volume II Clause 3.11 Host based anti-virus solution and Clause 3.12 Host based Intrusion protection system is removed. The specification for server security in clause 3.14 will cater both desktop and servers in Data centre

33	Volume II	33	3.11 Host Based Anti-Virus Solution	Should support upgrade and update without moving the server off-line	datasheet, its recommend to mention the generic Firewall throughput	The specification in Volume II Clause 3.11 Host based anti-virus solution and Clause 3.12 Host based Intrusion protection system is removed. The specification for server security in clause 3.14 will cater both desktop and servers in Data centre
34	Volume II	34	3.11 Host Based Anti-Virus Solution	Must support sending log to external network device/log server	Need Clarity on this point.	The specification in Volume II Clause 3.11 Host based anti-virus solution and Clause 3.12 Host based Intrusion protection system is removed. The specification for server security in clause 3.14 will cater both desktop and servers in Data centre
35	Volume II	34	3.11 Host Based Anti-Virus Solution	Categorize URL's for threats like Trojan, Spam, Spyware, Adware etc	Vendor Specific Point	The specification in Volume II Clause 3.11 Host based anti-virus solution and Clause 3.12 Host based Intrusion protection system is removed. The specification for server security in clause 3.14 will cater both desktop and servers in Data centre

36	Volume II	34	3.11 Host Based Anti-Virus Solution	Ability to lock down all anti-virus configuration data on individual end points in the network	Vendor Specific Point	The specification in Volume II Clause 3.11 Host based anti-virus solution and Clause 3.12 Host based Intrusion protection system is removed. The specification for server security in clause 3.14 will cater both desktop and servers in Data centre
37	Volume II	34	3.11 Host Based Anti-Virus Solution	Monitor CPU utilization rates for scanning	Vendor Specific Point	The specification in Volume II Clause 3.11 Host based anti-virus solution and Clause 3.12 Host based Intrusion protection system is removed. The specification for server security in clause 3.14 will cater both desktop and servers in Data centre
38	Volume II	35	3.12 Host based Intrusion protection System	When an application attempts an operation, the HIPS should check the operation against the application's security policy, making a real-time allow or deny decision on its continuation and determining if logging the request is appropriate.	Vendor Specific Point	The specification in Volume II Clause 3.11 Host based anti-virus solution and Clause 3.12 Host based Intrusion protection system is removed. The specification for server security in clause 3.14 will cater both desktop and servers in Data centre

39	Volume II	35	3.12 Host based Intrusion protection System	By combining security policies implementing distributed firewall, operating system lockdown and integrity assurance, malicious mobile code protection, and audit event collection capabilities in default policies for servers, the HIPS should provide defence-in-depth protection for exposed systems.	Vendor Specific Point	The specification in Volume II Clause 3.11 Host based anti-virus solution and Clause 3.12 Host based Intrusion protection system is removed. The specification for server security in clause 3.14 will cater both desktop and servers in Data centre
40	Volume II	35	3.12 Host based Intrusion protection System	Microsoft Windows	Need list of versions	The specification in Volume II Clause 3.11 Host based anti-virus solution and Clause 3.12 Host based Intrusion protection system is removed. The specification for server security in clause 3.14 will cater both desktop and servers in Data centre

41	Volume II	35	3.12 Host based Intrusion protection System	Red Hat Enterprise Linux	Need list of versions	The specification in Volume II Clause 3.11 Host based anti-virus solution and Clause 3.12 Host based Intrusion protection system is removed. The specification for server security in clause 3.14 will cater both desktop and servers in Data centre
42	Volume II	50	4.5 UPS for IT Load (600 KVA for Phase I)	Capacity, Total Quantity Redundancy configuration- 600kVA, Bidder to Specify redundancy and total Quantity	Please modify the capacity of the UPS as 500kVA, as per the load calculation sheet, IT load will be 315kVA and with safety margin please consider 500kVA or consider 2 set of 2 X 300kVA for achieving the 600kVA capacity.	The Clause remains unchanged
43	Volume II	53	4.5 UPS for IT Load (600 KVA for Phase I)	Battery size with VAH	Please suggest the basis of backup calculation like end cell voltage (1.7 V or 1.75 V), Ageing factor (05 or 10%), Load PF (0.8 or 0.9) etc.	Bidder to calculate and specify for the proposed load
44	Volume II	53	4.5 UPS for IT Load (600 KVA for Phase I)	Overload for 150% for 60 seconds	Please change this to Over load 150% for 30 seconds	No Change
45	Volume II	53	4.5 UPS for IT Load (600 KVA for Phase I)	Duty Condition- Operate at 0 -40C without degradation	Please change this to 0- 35 deg C for continuous operation & 40 deg C for 8 hour operation	No Change

46	Volume II	52	4.5 UPS for IT Load (600 KVA for Phase I)	Ingress Protection IP40	Please change this to IP 20	Ingress Protection IP20 is mentioned for 600 KVA UPS in Volume II Page No. 52
47	Volume II	24	3.2 Network Attached Storage (NAS)	<p>The storage system is to be supplied with 500 TB of usable disk space after RAID 6 (in 6+2 configuration) and other over heads like one hot spare disk for every 15 disks. Drive type used should be SAS 10K with 1.2TB or higher.</p> <p>The proposed solution must have the capability to automatically place the meta-data (on SSD drives) and data (on SAS drives) for higher performance for NFS operations. SSD based tier of 1.4TB usable capacity must be configured with each NAS controller to support the multi-tiered file system with the proposed solution. This capacity over and above the required capacity of 100TB.</p>	<p>What is the usable capacity required for the NAS storage – At one point it is mentioned as 500TB , another point it is mentioned as 100TB.</p> <p>Please clarify the usable capacity required.</p>	Usable Capacity is 500 TB

48	Volume II	24	3.2 Network Attached Storage (NAS)	The storage system is to be supplied with 500 TB of usable disk space after RAID 6 (in 6+2 configuration) and other over heads like one hot spare disk for every 15 disks. Drive type used should be SAS 10K with 1.2TB or higher.	Please confirm whether you will need SAS 10KRPM drives for the entire 500 TB Capacity, since this is NAS solution. There is also description saying that automatic tiering should be enabled between SAS and NL SAS. Having SAS solution for the entire capacity will be a costly option for Elcot. Hence please give the split up details of capacity needed from SSD/ SAS and NL SAS	NAS should contain all NL SAS disks for entire 500 TB usable capacity
49	Volume II	25	3.2 Network Attached Storage (NAS)	Must support logging/monitoring systems to log disk utilization, cache utilization, NVRAM utilization, IOPS throughput, network bandwidth, etc. This can be an open source logging tool.	Kindly elaborated on the NVRAM utilization requirement, Would request more detail in terms of why this specification is mentioned	NVRAM utilisation is monitored for analysing boot process. This can however be optional
50	Volume III	15	3.2 Technical Solution Document	- Physical data centre Design – Cooling Systems - Use of Digital Scroll technology and its advantages	Digital scroll is specific to one OEM, Please amend it to scroll technology and its advantage	The clause is amended to: - Physical data centre Design – Cooling Systems - Use of Scroll technology and its advantages

51	Volume III	34		ELCOT reserves the right to make additional procurements for any of the items quoted by the bidder at the cost quoted by the bidder in this tender response for the Period of 5 years of the Contract.	Request to amend, No OEM support on this clause of procurements	No Change
52	Volume II	43		NOC Room	No space available for NOC room	DCO should plan NOC room during design stage. UPS and Battery room in 1st floor can be changed to NOC room
53	Volume II	43		Media Room - Provision of at least 2 numbers of fire proof vaults for storage of tapes and other media forms. Minimum of 40 litres of storage or more. Should be accessible only from the NOC Room	Please confirm, which capacity to be consider 40 or 90ltrs.	Storage should be considered for 90 ltrs
54	Volume II	21		Data Line – Data Safe - Should be available in 90ltrs		Data Line – Data Safe - Capacity shall be 90ltrs

55	Volume II	43		<p>Meeting Room - Round glass table with sufficient size to seat at least 5 people - 6 data ports, 2 voice ports and minimum of 6 power points - 5 or more ergonomic chairs to be provided - White board wall mountable to provided</p>	Request to confirm, No space available for Meeting room in any of the floor. Whether meeting room to be consider or not	Meeting room is planned at 2nd floor in place of UPS & Battery room
56	Volume II	78	4.12 Auxiliary UPS System	<p>Input voltage – 433V with +5% or -5% Output voltage – 433V with +1% or -1%</p>	Recommend to go with single phase output for Auxiliary UPS system. Since all our load are single phase load, so that we can reduce space & commercial	No Change
57	Volume II	63		<p>Visual images captured are fed into the Digital Video Server(DVR) located in BMS/Control room This room has the monitors and the video management server</p>	Please amend it to NVR	<p>The clause is amended as: Visual images captured are fed into the Network Video Server(NVR) located in BMS/Control room This room has the monitors and the video management server</p>
				<p>DVR to have inbuilt recording system into hard disk</p>		<p>The clause is amended as: NVR to have inbuilt recording system into hard disk</p>
				<p>Network Video Recording System -NVR to have inbuilt recording system into hard disk</p>		No Change

58	Volume I	32		Second floor – DCO room, Application support room, Composite team room, Helpdesk room, IT and Non IT store room, UPS and Battery room, Electrical room and other area as applicable	UPS & Battery room shall be in ground floor request to amend the same	UPS & Battery room shall be in ground floor only
59	Volume I	32		Ground Floor - Electrical Room, Parking area & Other allied rooms as identified	Request to amend, there is no parking area in ground floor	UPS and batteries can be placed in existing room in Ground floor (Stilt). If more space is required for accommodating UPS & battery then the same room can be extended with cost included in commercial (Civil and Interior work package - Xiii)
60	Volume I	31		TNSDC phase II is planned to have a 138 rack server farm area (50 rack space segregated initially) in 1st floor	Request to clarify, 138nos. Of rack can be accommodate in 1st floor but there will not be sufficient space to walk around the SFA, so kindly amend the number of racks	DCO should plan accordingly to accommodate 138 racks in 1st floor
61	Volume I	39		Total provisioning of 57 racks are considered in the second floor as a part of the future expansion.	Request to clarify, 57nos. Of rack can be accommodate in 2st floor but there will not be sufficient space to walk around the SFA, so kindly amend the number of racks	DCO should plan accordingly to accommodate 57 racks in 2nd floor

62	Volume III	42		Comfort Air Conditioning units excluding server farm area (like BMS, Application support room, IT and Non-IT Storage room, Composite team room, Helpdesk room and DCO Room etc.) - QUANTITY 18 NOS	Request to amend the quantity for 22nos.	No Change
63	Volume I	32	7.5 Design Approach for Non IT Components	Server farm area in first floor for LAN requirements of 138 racks	Please confirm, LAN cable to be consider for 138 or 50 racks	LAN Cabling & FC cabling should be done initially for 138 racks in 1st floor and LAN Cabling & FC cabling should be done for 57 racks in 2nd floor during scalability
64	Volume I	42		IT load UPS, Precision Air Conditioning Units & Server farm LAN cabling for first 50 racks only.		
65	Volume I	44	7.6.3 Walls & Partitions	Glass Partition wall for Incremental Cooling	Please confirm Glass partition wall between Phase 1 & phase 2 shall be commercially high & it is not advisable such big glass wall inside SFA. Shall we go with fire partition	Suitable partitions glass/fibre/other industry standard Data centre partition material are to be used to ensure optimized cooling for the IT racks populated at any point of time
66	Volume I	46	7.7.2 Power requirement	All Equipment's such as Cables & its Routes, LT Breakers etc. will be with N+1 configuration	Please confirm cable route shall be single as per norms	Necessary equipment's for Power shall be N+1 configuration
67	Volume I	47	7.7.2 Power requirement	DCO should pay necessary fees for	Please confirm deposit amount shall be paid by DCO or ELCOT	Deposit amount shall be paid by DCO

				demand request to TANGEDCO		
68	Volume I	48	7.7.6 Automatic Transfer Switch	A high availability redundant Automatic Transfer Switch should be installed. It should have two input power cords, one for each AC line, providing redundant power supply to connected equipment. It should be designed to supply power to the connected load from the primary AC source. If the primary source becomes unavailable, it should automatically switch the power supply to the secondary source.	ATS is for PAC equipment, Request to confirm STS to be consider for single source IT equipment.	No change
69	Volume I	48	7.7.7 Earth & Grounding	The connection to the earth or the electrode system should have sufficient low resistance in the range of 0 to 1 ohm or lesser	Request to amend 1 to 2 ohm, resistance is depend on the soil.	No change
70	Volume I	57	7.8.6 Best Practice to be adopted for optimized cooling solution	Hot aisle shall have return air grills / diffusers mounted in the false ceiling	Request to amend return Air will be from room	No Change

71	Volume I	57	7.8.7 Cooling Solution of TNSDC phase II Data Centre Area	UPS & Battery Room - Ground Floor, First Floor and Second Floor	Request to amend UPS & Battery room shall be in Ground floor only	UPS and Batteries should be placed in Ground floor
72	Volume I	56		Temperature and Humidity sensors should be provided on each Cold Aisle (Sensors should be installed at Start, Middle and End of Rows of Rack and one meters above the raised floor) and for all the cold Aisle in TNSDC Phase II Data Centre space (DC white space) which should be integrated with TNSDC Phase II Data Centre infrastructure management system and IBMS.	Please confirm our understanding is to provide, Temperature and Humidity sensors on each Cold Aisle (Sensors should be installed at Start, Middle and End of Rows) at 1 meter above the raised floor	Yes.
73	General			Fire Hydrant for TNSDC Phase II Building	Considering the future expansion of building Fire Hydrant shall be considered in bidder scope	Fire Hydrant is necessary for buildings having more than 4 floors
74	Volume II	60	4.7 Fire Protection, Detection and suppression system	The re-fill facility for gas cylinders should be done at UL Listed refilling centre only.	Refilling shall be done as per NFPA norms	Yes.

75	Volume II	59	4.7 Fire Protection, Detection and suppression system	Novec 1230 system shall be UL listed. Fire Suppression solution should conform to best in class NFPA and other standards	Novec 1230 shall be VDS approved 42bar system	Novec 1230 shall be as per industry standard and best in class
76	Volume I	73	7.17 Minimum Requirements of Non IT components in TNSDC Phase II	Computer & Telecommunications Equipment Power Cords	Request to confirm, where to place the telecom equipment inside the SFA	Telecom equipment's shall be placed in IT and Non IT room in 1st floor
77				General - manpower	As per CEA Rules Sub Section of (1) Section of 162 and CEA regulation 2010 (as amended date) , made suction 53 of the Electricity Act 2003, Regulation 3 - Qualified Electrical person has to carry out the work and operate . Electrical work Permit issued by the appropriate Govt. Further Electrical Safety Officer - under sub regulation (1) has to be available at the site . the details are as follows	Licensed Electrician 4 Nos (1 Nos C' License Holder and 3 Nos B' License Holder) shall be working onsite as per norms at SDC. Please refer Volume I Clause 11 - Resource requirements.
78	Vol I	17	3. Pre-Qualification/Eligibility Criteria		Point No. 1 of the Criteria requires submission of VAT, Service Tax, Sales tax Number. Post introduction of GST these are no longer valid. Request to amend the clause and ask for GST registration number.	GST number also considered as valid documentary proof for Pre-qualification/Eligibility Criteria S. No. 1

79	Vol I	26		Clause 6.12, Payment Terms	Request to Change the Payment Terms as 1. 80% on supply and delivery of NON IT and IT components respectively 2. 10% on Installation and Commissioning of NON IT and IT Components respectively 3. 10% after FAT	The Clause remains unchanged
80	Vol I	26	Clause 6.13, Liquidated Damages		The LD imposed is very stringent. Request to modify the clause as A penalty of 0.25% of overall CAPEX for respective IT and Non IT components per WEEK for late completion beyond the stipulated commissioning schedule will be levied subject to a maximum of 10% of overall CAPEX arrived for respective IT and Non IT components	The Clause remains unchanged
81	Vol I	123	Clause 10. Indicative Timelines		Considering the scope, Indicative Timelines of 24 weeks is very short. Request to extend the Implementation Timelines to 30 weeks.	The Clause remains unchanged
82	Volume I	110	Helpdesk operations SLA	INR 1,00,000 for every un resolved call, INR 2,00,000 for every unresolved call	Penalties for P1, P2 and P3 incidents are very high; Request to revisit the penalties for P1,P2 and P3 incidents	The Clause remains unchanged

83	Volume I	114	8.3 SLA exclusion clauses	<p>Note: The total penalty amount of a Quarter (IT, Non-IT, Internet) should not exceed 40% of the total O&M quarterly charges.</p> <p>· If total quarterly deduction (on account of any reasons) happens to be more than 30% of quarterly charges for each of the three (3) consecutive quarters, then ELCOT reserves the right to terminate the contract.</p>	Request to revisit this clause	The Clause remains unchanged
84	Volume I	126 and 127	11.Resource requirements	Network/Security/Server / Backup Administrator, Helpdesk coordinator, BMS Support Engineers	Request to include Diploma also as qualification for the previous mentioned resources like Network/Security/Server/Backup Administrators, helpdesk coordinator and BMS support engineers	Diploma is already asked for requested manpower in RFP

85	Volume I	80	7.18 IT Requirements	7.18.1 IT Architecture 7.18.2 Internet & TNSWAN Connectivity 7.18.4 Enterprise Management System	This section mentions about IT architecture of TNSDC Phase II. This is not in line with the BOM given in RFP Vol II. Requirement of Firewall, Network, SIEM, Storage, Replication, virtualization, connectivity and EMS has been mentioned in this section while none of this component is part of bill of material. Kindly clarify and remove this section	IT Architecture explained in this section is an overview of TNSDC phase II. Bidder should design a solution in coordination with TNSDC phase I DCO, considering the Phase I common IT infra such as replication, storage, virtualization, Firewall, EMS, Connectivity, Network, SIEM etc.
86	Volume III	57	4.4.1 CAPEX Cost of Scalability Procurement	Enhancing 1G port to 10G port for Access Switch (Inbuilt)	Kindly clarify the requirement	The item asked is a converting module (1G to 10G) and to be used with Access switch which is asked in Initial procurement.
87	Volume III	69	4.5 Rate Card Components	4.5 Rate Card Components	Department has already done the rate contract in TNDRC and TNSDC Phase I and cloud project. Please clarify the purpose of doing a rate card again here	No Change
88	Volume I	95	7.20.3 Business Continuity Services - DC to DR Failover	7.20.3 Business Continuity Services - DC to DR Failover	No DR solution has been asked as part of BOM. Kindly clarify on bidder's scope	DR replication is part of TNSDC phase I and TNSDC phase II is extension of TNSDC phase I. Replication to DR will happen through TNSDC phase I. Necessary coordination to be provided by DCO with TNSDC phase I DCO and DRO

89	Volume I	125	11. Resource Requirements	11. Resource Requirements	Storage specialist, Backup administrator, EMS specialist have been asked while these components are not part of BOM. Kindly clarify	The manpower resources will be used for extended services from TNSDC phase I if required and for procurement and managing of items through Rate card if required
90	Volume I	126	11. Resource Requirements	Specialist Database	Kindly clarify for which database software specialist is required	Database specialist is required for managing different flavours of database such as MS SQL, SQL server, Oracle etc.
91	Volume III	72	4.5 Rate Card Components	Back up Management software with necessary licenses for 30 TB (Compression mode) with necessary OS and DB licenses Specification provided in 3.9 in Volume II	We understand that it is typo error and bidder needs to refer specifications provided in 3.10 in Volume II	Yes. The bidder should refer section 3.10 for Backup management software in Volume II Page No. 33
92	Volume III	71	4.5 Rate Card Components	Heterogeneous replicator device for existing IBM device Bidder to specify as per existing device	We understand that bidder needs to refer specifications provided in 3.9 in Volume II for this component	Bidder to verify existing IBM device in SDC
93	Volume II	88	5.1.1 IT Components – Hardware	2 Processor servers 4 Processor servers	No operating system asked for these servers. Kindly clarify how these servers will be used and bidder's scope against the same	Open source OS shall be bidders responsibility

94	Volume I	80	7.18 IT Requirements - General Design Guidelines		It is mandatory that all network components deployed must be IPv6 compatible with IPv4 and IPv6 dual stack compatibility to ensure a smooth migration to IPv6 services in the future.	It is mandatory that all hardware & Software components deployed must be IPv6 compatible and made ready from day 1 or as and when required along with IPv4. The DCO shall implement IPV6 including dual stack mode without any interruption of service, without any additional cost to ELCOT/GoTN
95	Volume II	8	2.1 Server Racks	2 Numbers of Power distribution units vertically mounted on the rack with 12 Nos of C13 and 4 Nos of C19 IEC type Power sockets on each rack mounted PDU. In addition to the above, 2 Nos of Indian type socket shall be provided in each rack	PDU comes with C13 and c19 IEC type of power sockets. Adding 2 Indian type of sockets will be customization of PDU, will be done only against good volume of business. Instead you can ask for extra power strip with Indian sockets as required. Adding Indian type sockets may lead to misuse of calculated power, which may disrupt the load balance of the data centre	The Clause is amended to: 2 Numbers of Power distribution units vertically mounted on the rack with 12 Nos of C13 and 4 Nos of C19 IEC type Power sockets on each rack mounted PDU.

96	Volume III	47	4.3.1.2 Non IT Infrastructure CAPEX Cost 5) Civil and Interior work package (S.No. xiii)	General	Civil construction work for HT, LT and Sync. Panel Room, UPS & battery room extension, etc. in Ground floor area:	<p>1. The civil construction for HT, LT and Sync Panel room shall be outside the DC building near to the transformer area. The tentative recommendation in terms of size of the building is given in Volume 1 Page No. 46 clause 7.7.1</p> <p>2. UPS & battery room can be placed in existing room in Ground floor (Stilt). If more space is required for accommodating UPS & battery, then the same room can be extended by building partition in ground floor</p>
97	Volume I	18	Clause 3. Pre-Qualification/Eligibility Criteria S.No.8	The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) of INR.30 lakhs (Rupees Thirty Lakhs only) by a way of Demand Draft.	We request you to accept Bank Guarantee as Earnest Money Deposit (EMD) for same value valid up to 30 days beyond Bid Validity.	The clause remains unchanged

98	Volume I	23	S.No.5.4 Technical Evaluation Criteria	<ul style="list-style-type: none"> · The Price Bid Evaluation shall include all Customs Duty, Central Excise Duty and Value Added Tax (VAT) as part of the price as detailed below: · In evaluation of the price of an imported item, the price shall be determined inclusive of the Customs duty with Counter Veiling Duty (CVD). · As evaluation of the price of item is subject to excise duty, the price shall be determined inclusive of such excise duty. · In respect of VAT, where all the bidders are from within the State of Tamil Nadu or where all the bidders are from outside the State of Tamil Nadu, the VAT will be included in the price bid evaluation. (OR) · Where the bidders are from the State of Tamil Nadu as well as from outside the State of 	<p>Please clarify the following:</p> <ol style="list-style-type: none"> 1) As you are aware that Central Excise Duty, Counter Veiling Duty (CVD) and VAT has been replaced by GST. Therefore, we request you to amend this clause in line with GST. 2) Whether input tax credit will be availed by ELCOT in this project. 3) In order to avail input tax credit, Payment must be made within a period of 6 months from invoice date to ensure availability of input tax credit (ITC) as per GST regulation. Please confirm ELCOT will make payment within 6 months of invoice. 4) Please confirm that statutory variation in Taxes and Duties shall be borne to ELCOT. 	<ol style="list-style-type: none"> 1. Only GST is applicable 2. As per applicable GST law 3. As per the tender condition 4. As per the tender condition
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				Tamil Nadu, the Value Added Tax (VAT) shall be excluded, but Central Sales Tax (CST) shall be included for evaluation		
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99	Volume I	24	5.4 Technical Evaluation Criteria	The Grand Total of Price Bid identified in Table 4.4.4 of Volume III is used for L 1 Evaluation. The tenderer quoting the lowest value in Section 4.4.4 will be declared as the "Successful Tenderer"	Please clarify that price Bid for evaluation will be inclusive of GST or exclusive of GST.	Price bid evaluation will be exclusive of GST tax
100	Volume I	22	S.No.5.4 Technical Evaluation Criteria	If the highest score is less than 70, ELCOT reserves the right to fix the minimum marks to qualify in the Technical bid.	We request you to amend this clause as: "In case of 3 bidders not scoring 70 or more marks, then cut off marks may go down up to 55 marks till top 3 bidders are shortlisted for next level. Bidders who score below 55 marks shall not be eligible for next stage."	The clause remains unchanged

101	Volume I	24	S.No.6.4 Security Deposit – Bank Guarantee	<p>The Successful Tenderer will be required to remit the Security Deposit equivalent to 5% of the value of the work order inclusive of EMD by way of demand draft payable to ELCOT, CHENNAI (or) in the form of unconditional irrevocable Bank Guarantee as per the sample format valid for a period of six years from the date of LOA, with in fifteen days from the date of LOA. If the accepted Tenderer fails to remit the Security Deposit within the above said period, their tender will be held void and the Earnest Money Deposit remitted by them will be forfeited to ELCOT.</p>	<p>As Project Duration is 6 month followed by 5 years of O&M, we request you to reduced Security Deposit validity till 5 years 6 months from date of Contract signing.</p>	<p>The clause remains unchanged</p>
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102	Volume I	26	S.No.6.12 Payment Terms	Supply, Installation, Configuration, Commissioning and testing of IT and non IT Components 55% of the CAPEX value of the Work Order Payable after successful commissioning and testing of IT and Non IT Infrastructure as part of implementation (Separate payment may be claimed for IT and Non IT portion)	<p>Please amend this clause as: "Supply, Installation, Configuration, Commissioning and testing of IT and non IT Components 70% of the CAPEX value of the Work Order Payable after successful commissioning and testing of IT and Non IT Infrastructure as part of implementation (Separate payment may be claimed for IT and Non IT portion)"</p>	The clause remains unchanged
103	Volume I	26	S.No.6.12 Payment Terms	<p>Completion of Final Acceptance Test 35% of the CAPEX value of work order Payable on Successful Completion of FAT</p>	<p>Please amend this clause as: Completion of Final Acceptance Test 20% of the CAPEX value of work order Payable on Successful Completion of FAT</p>	The clause remains unchanged
104	Volume I	26	S.No.6.12 Payment Terms	<p>CAPEX equally amortized over 5 years 10% of CAPEX value of the Work order 0.5% per quarter in equated instalments for every quarter of</p>	<p>Please amend this clause as: "Remaining 10% Payment against Submission of additional Bank Guarantee of equivalent value valid till end of Contract.</p>	The clause remains unchanged

				Operations & Maintenance phase of 5 years.		
105	Volume I	26	S.No.6.12 Payment Terms	The DCO will be responsible for obtaining the BS7799/ISO 27001 certification of the SDC phase II within the first Two Quarters of Operations; otherwise the subsequent quarterly payments will be deferred	In case of delay imparted due to reasons not attributed to the bidder, Bidder Quarterly payments will not be deferred.	If there is a delay in obtaining the certification by the bidder, penalty will be applicable in Quarterly payment
106	Volume I	26	S.No.6.12 Payment Terms	Part II The Operations and Maintenance charge payable to the DCO on a Quarterly basis starting from the Commissioning date will include the following components o AMC for all IT hardware, IT software and non IT Hardware o IT and non IT resource man power staffing o Bandwidth costs for internet and replication o Amortized Capex costs (As mentioned above)	We understand Bidder will not provision any bandwidth or PRI Link or Lease line as a part of this Tender. Please confirm. Please specify Helpdesk line will be made available by ELCOT or Bidder has to consider the same.	Bandwidth costs are not part of the bidder. If provided by ELCOT, the same need to be managed. However maintaining the OFC line from TNSDC phase I to phase II will be the responsibility of the bidder. Helpdesk line will be made available by bidder

107	Volume I	26	S.No.6.13 Liquidated Damages for Non-fulfilment of Commissioning Schedule	<p>A penalty of 0.25% of overall CAPEX for respective IT and Non IT components per calendar day for late completion beyond the stipulated commissioning schedule will be levied subject to a maximum of 10% of overall CAPEX arrived for respective IT and Non IT components</p>	<p>Please amend this clause as: "A penalty of 0.25% of undelivered portion of CAPEX for respective IT and Non IT components per calendar day for late completion beyond the stipulated commissioning schedule will be levied subject to a maximum of 10% of overall CAPEX arrived for respective IT and Non IT components. In case of delay due to reasons not attributed to the bidder, Bidder will not be penalised".</p>	<p>The clause remains unchanged. In case of the delay is due to ELCOT side and proved with evidence, bidder will not be penalised</p>
108	Volume I	27	S.No.6.17 Training & 7.19.3 Training Requirements	<p>Training will be provided at the TNSDC ELCOT Perungudi premises in Chennai. The scope of training shall cover the Implementation, operations management and other areas such as conceptual aspects of the IT (Platform, storage, Networking, EMS, etc.) & Non- IT components / equipment and the process/procedure involved in hosting of applications or as decided by the State Government.</p>	<p>Please specify the frequency of Training and number of participant for Training. We understand that cost of organizing Training will be borne to ELCOT like to and fro for participants, Lodging and Boarding etc. will be borne to ELCOT.</p>	<p>The frequency of training and number of officials for training will be decided during Implementation completion. Space and facility for the participants will be provided by ELCOT</p>

109	Volume I	31	S.No.7.1 Project Parts	<p>The following components will be included in Initial Procurement</p> <ul style="list-style-type: none"> o The HT Electrical distribution from the HT tap off point to the LT panel in the Electrical room is to be sized for the KVA rating of the entire 195 racks 	<p>Please clarify the following:</p> <ol style="list-style-type: none"> 1) In HT Electrical distribution, Scope of Bidder is limited to Supply of Circuit Breaker as per Specification and Cabling between HT-LT Panel. Please confirm. 2) In case HT panel are supplied by Bidder, please provide Technical Specification and Feeder List for panel. 3) Please confirm that Civil work related to above like site levelling, Foundation, establishment of cable Trench including Supply of Cable trays are not in Bidder scope. 	<ol style="list-style-type: none"> 1. Making HT Electrical distribution panel working is Bidder's responsibility. The required activities such as supply of circuit breaker, cable laying, erection, testing and commission between HT-LT panel, etc. has to be carried out by the bidder. 2. Please refer Volume II, Page No. 42 HT panel (HT circuit breaker 11KV) has to be supplied by the bidder and has been asked in Price bid. In 4 VCB panel, 1 for 11 KV input, 1 for proposed Transformer, and 2 spares for future. 3. Civil work such as site levelling, foundation and trenching related to HT & LT distribution is in scope of the bidder.
110	Volume I	34	S.No.7.1.2 Part II	<p>A 24X7 help desk is to be operated with a minimum of 2 seats per Day shifts and 1 seat per night shift is to be provided during the contract period. Necessary PSTN lines will be provided by the DCO and costs for the PSTN</p>	<p>Manpower for helpdesk will work in shift of 8 hours. However, Tender Bill of material reflects only 2 Nos. of Help desk Coordinator. Please confirm Minimum Nos. of Helpdesk coordinator will be six. Please confirm that Bidder has to consider only Landline for helpdesk. Workstation for Helpdesk and Broadband</p>	<p>For helpdesk, bidders are requested to maintain 2 or more shifts. Please refer Volume I Page No. 126 line 1 & line 2. Landline and broadband shall be provided for in-house usage at SDC by the bidder. The charges for landline and broadband should be borne by the bidder</p>

				lines to be borne by the DCO.	connection will be provided by ELCOT.	
111	Volume I	125	S.No.11 Resource Requirements	General	<p>Please clarify the following:</p> <p>Requirements 1) Any additional Manpower besides mentioned numbers and type of resources requirement will be borne to ELCOT extra at actual.</p> <p>2) These Manpower will be deployed only after FAT considering it is a new data centre.</p> <p>3) Following manpower are required in 3 shift of 8 hours:</p> <ul style="list-style-type: none"> * 4 Nos. of Network/Security/Server/ Backup Administrator (Total 12 Nos.) * 4 Nos. of BMS Support Engineers (Total 12 Nos.) * 4 nos. of Licensed Electrician (Total 12 Nos.) * 2 Nos. of Security Guard (Total 8 Nos.) <p>We request you to confirm that total nos.of such Manpower and indicate the same in '4.3.2.3 Operations & Management Manpower Cost for 50 - 70 Racks' of Price schedule as well.</p>	<p>1. The additional manpower quoted above the asked resources as per RFP will also be taken for commercial evaluation and the successful bidder will be paid as per proposed manpower</p> <p>2. Necessary manpower should be deployed during implementation stage for completion of commissioning as per the timelines which otherwise will attract penalty. Bidder should deploy requested 27 manpower onsite for 5 years after FAT</p> <p>3. Bidders are encouraged to provide necessary additional manpower to maintain the required SLA. Please refer Volume I Page No. 125 line 1 & line 2.</p>

112	Volume I	34	S.No. 7.1.2 Part II	<p>The DCO will be responsible for acquiring the ISO 270001 & ISO 20000 certifications within the first two quarters of operations failing which liquidity damages will be applicable as per the liquidity damages for the implementation phase. The DCO will be responsible for the renewal and the maintenance of this certification throughout the 5 year period of operation.</p>	<p>Cost of acquiring the ISO 270001 & ISO 20000 certifications will be borne to ELCOT or otherwise we request you include tender bill of material. Please confirm.</p>	<p>Please refer Volume III Page No 48 in commercial bid for ISO certification under clause 4.3.1.3 One Time Implementation cost The cost will be paid on pro-rata basis for the extended/reduced period</p>
113	Volume I	39	S.No.7.3.1 IT Load UPS Design for First 50 Racks	<p>Bidder may provision a capacity of 600 KVA based on design assumptions.</p>	<p>Cost arising out of change in KVA rating of UPS will be borne to ELCOT. Please confirm.</p>	<p>Initially 2 Nos of 600 KVA UPS (which includes redundant) are proposed for 50 racks. Additionally 2 Nos of 600 KVA UPS is proposed in scalable component</p>

114	Volume I	39	S.No.7.5 Design Approach for Non IT Components	<p>The Sizing of HT transformer, PDU, UPS, DG & PAC systems is the responsibility of the successful tenderer for the breakup of 5 KVA, 8 KVA and 12KVA racks. Redundancy requirements and Load factor for the components are provided in the tender document. Bidders are required to make all necessary additional design assumptions for the calculation of rating for the same.</p>	<p>Please specify additional Lighting Load, HVAC load and any other distribution board load to be met by Transformer.</p>	<p>Please refer Volume III page No. 38 for sizing of Transformer. It is said that bidder need to design the sizing of oil transformer taking into account the load like UPS, PAC, lighting, lifts and Comfort AC etc. for 195 racks as per IT industry standards</p>
115	Volume I	82	S.No.7.18.2 Internet & TNSWAN Connectivity	<p>Redundant ISP lines are used for providing access to the internet for all incoming and outgoing internet traffic at the TNSDC Phase II. The ISP from TNSDC phase I is considered for TNSDC Phase II</p>	<p>Please specify Bandwidth requirement for the project.</p>	<p>The following are the bandwidth presently in usage in TNSDC phase I: 1. NKN - 1 Gbps 2. BSNL - 16 Mbps The above bandwidth has to be extended to TNSDC phase II to start with.</p>

116	Volume I		S.No.7.20.5 Help Desk Services	<p>The Help desk solution must also integrate with various other sub systems in the TNSDC Phase II as necessary for automatic help desk alert based on specific operational parameters. This is achieved through integration with o Enterprise Monitoring solution for automated monitoring of IT devices including but not limited to servers, storage, network routing, network security and network switching devices</p> <p>o Building management system for establishing monitoring touch points with various Non IT infrastructure systems such as Fire alarm and detection, UPS, PAC, DG, DG Fuel valve, CCTV and other systems as necessary</p>	<p>We understand bidder need to provide Helpdesk Solution for this Project, we request you to include Help desk Solution in CAP EX of Tender Bill of material.</p>	<p>Helpdesk is part of the scope of services of the bidder.</p>
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117				<p>Additional information required w.r.t. Site conditions:</p>	<p>Please clarify the following:</p> <ol style="list-style-type: none"> 1) Civil work for setting up UPS and Battery room will be done by ELCOT. 2) Provision in Lift will be upto 4th Floor. 3) Bidder scope of work doesn't include for Requirement of Doors for Emergency Exit and main door at Data centre. 4) Please specify Nos. of Biometric systems and CCTV required to be installed. 5) Please confirm Supply and Installation of Cable Tray for 24F OFC cable will be in Bidder scope. Please confirm OFC cable will have two parallel connection. 	<ol style="list-style-type: none"> 1. Civil work for UPS and Battery room will be in scope of the bidder 2. Lift Provision to be made upto 3rd floor (Stilt + 3 floors) 3. Doors for Emergency (Panic) exit including outside MS stair case for 1st floor and 2nd floor and main door is in scope of the bidder as per Industry standards 4. Biometric device to be provided by the bidder as required. Bidder can visit site for due diligence. CCTV is required for ground, first, second and third floor covering building perimeter also as per industry standards 5. Cable tray for OFC is in scope of the bidder. OFC cable should be for parallel (redundant) connection
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118				New Clause proposed	<p>In order to have better working capital for the project we propose an Assignment clause as below to be included in the Payment Schedule, which shall allow us to factor the bill with financing institution, and therefore enable us to participate in the Tender.</p> <p>Assignment Clause (new Clause proposed) :</p> <p>“The Contractor shall not, without the express prior written consent of the Employer, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract to any Financial Institution(s) or Bank(s) or NBFC(s).</p> <p>In the event the Contractor assigns the monies due and payable to it or that may become due and payable to it, under the Contract, to any Financial Institution(s) or</p>	Not considered
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					<p>Bank(s) or NBFC(s), the Employer shall acknowledge the intimation letter it may receive from such financial institution(s) or Bank(s) or NBFC (s). If the Employer does not reply within 15 days of the receipt of the intimation letter, it can be considered as "acknowledged by the Employer". Furthermore the Employer will provide an indicative date by when the funds will be released to the Contractor as a measure of comfort for the decisions of Financial Institution(s) or Bank(s) or NBFC(s)".</p>	
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119				<p>Additional information required w.r.t. Electrical and Civil works:</p>	<p>Please specify the following:</p> <p>1) Specify Rating of Transformer or all loads to be catered by Transformer inclusive of future anticipated load with Power factor.</p> <p>2) Site levelling and Foundation for Transformer and DG Set is not in Bidder scope.</p> <p>3) Shed for DG Set is not in Bidder scope.</p> <p>4) Requirement of Exhaust fan, Electrical shaft door in HT room is not in Bidder scope.</p> <p>5) Scope of Bidder for Requirement of Fire-fighting system (Pump Room, Hose Reel Drum, Single Hydrant Valve, jockey pumps, Mechanical Pump, Water Storage Tank, Piping is not defined.</p>	<p>1. The sizing of Transformer for 195 racks will be the scope of the bidder. Bidder need to design the sizing of oil transformer taking into account the load like UPS, PAC, lighting, lifts and Comfort AC etc. for 195 racks as per industry standards</p> <p>2. Site identified for transformer and DG sets. Site levelling and foundation including construction of bed is in scope of the bidder</p> <p>3. The proposed DG set should be covered with Galvalume shed to withstand outdoor climate conditions as per industry standards</p> <p>4. Exhaust fan and Shaft door for electrical room is in scope of the bidder</p> <p>5. Fire-fighting system as per industry standards is in scope of the bidder</p>
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120				<p>Additional information required w.r.t Support required from ELCOT:</p>	<p>Please clarify the following:</p> <p>1) Storage facility/Warehousing at Data centre will be provided by ELCOT for IT and Non-IT Works.</p> <p>2) Construction Electricity and Water will be made available by ELCOT.</p> <p>3) Cost of Electricity charges and fuel for DG set will be borne to ELCOT.</p> <p>4) Design approval from TANGEDCO for Electrical system will be in the scope of ELCOT. Successful Bidder will give required support.</p> <p>5) Right of way and Reinstatement for the project will be in the scope of ELCOT.</p>	<p>1. Storage facility can be used with available space in proposed data centre premises. The goods (IT and Non IT components) supplied under the contract shall be covered for comprehensive insurance by the Successful tenderer till delivery and acceptance by the authority concerned.</p> <p>2. Construction Electricity and Water will be the scope of bidder till implementation</p> <p>3. Electricity charges will be paid directly to TANGEDCO by ELCOT. Running of the DG set with required fuel (diesel) is the responsibility of the bidder. However, cost of fuel will be reimbursed on actual consumed quantity and cost every quarterly to the DCO with certified by TPA/Composite Team/ELCOT</p> <p>4. Bidder responsibility to obtain design approval from TANGEDCO for electrical system and other approvals as required for running the DC</p> <p>5. It is the responsibility of the bidder for the project</p>
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121	Volume I	24	S.No.6.1 Letter Of Acceptance	After successful completion of negotiations, the Letter of Acceptance (LOA) of tender is issued to the Successful Tenderer by ELCOT. The commissioning period accepted will be counted from the date of issue of LOA.	Please amend this clause as: "After successful completion of negotiations, the Letter of Acceptance (LOA) of tender is issued to the Successful Tenderer by ELCOT. The commissioning period accepted will be counted from the date of signing of the contract. "	The clause remains unchanged
122	Volume I	24	S.No.6.3 Agreement /Contract	The Successful tenderer shall execute the contract in a non-judicial stamp paper bought in Tamil Nadu only in the name of the Bidder within fifteen days from the date of issuance of the Letter of Acceptance. If the same is not executed within fifteen working days, the Earnest Money Deposit (EMD) of the Tenderer will be forfeited and their tender will be held as non – responsive and the tender is liable for rejection.	Please amend this clause as: "The Successful Tenderer shall execute the contract in a non-judicial stamp paper bought in Tamil Nadu only in the name of the Bidder within fifteen working days from the date of issuance of the Letter of Acceptance. If the same is not executed within fifteen working days, the Earnest Money Deposit (EMD) of the Successful Tenderer will be forfeited and their tender will be held as non – responsive and the tender is liable for rejection."	Bidder should execute the contract within fifteen days as per Tender Transparency Act

123	Volume I	24	S.No.6.3 Agreement /Contract	The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of ELCOT and ELCOT also have the right to recover any consequential losses from the Successful tenderer.	Please amend this clause as: "The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of ELCOT."	The clause remains unchanged
124	Volume I	24	S.No.6.3 Agreement /Contract	If the Successful tenderer fails to execute the agreement, the Security Deposit of the Successful tenderer will be forfeited and their tender will be held as non-responsive	Please amend this clause as: "If the Successful Tenderer fails to execute the agreement solely due to it own willful negligence , the Security Deposit of the Successful tenderer will be forfeited and their tender will be held as non-responsive."	The clause remains unchanged

125	Volume I	24	S.No. 6.4 SECURITY DEPOSIT – BANK GUARANTEE	<p>The Successful Tenderer will be required to remit the Security Deposit equivalent to 5% of the value of the work order inclusive of EMD by way of demand draft payable to ELCOT, CHENNAI (or) in the form of unconditional irrevocable Bank Guarantee as per the sample format valid for a period of six years from the date of LOA, with in fifteen days from the date of LOA. If the accepted Tenderer fails to remit the Security Deposit within the above said period, their tender will be held void and the Earnest Money Deposit remitted by them will be forfeited to ELCOT.</p>	<p>Please amend this clause as: "The Successful Tenderer will be required to remit the Security Deposit equivalent to 5% of the value of the work order inclusive of EMD by way of demand draft payable to ELCOT, CHENNAI (or) in the form of unconditional irrevocable Bank Guarantee as per the sample format valid for a period of FIVE years SIX months from the date of signing of the contract, with in fifteen working days from the date of signing of the contract. If the accepted Successful Tenderer fails to remit the Security Deposit within the above said period, their tender will be held void and the Earnest Money Deposit remitted by them will be forfeited to ELCOT."</p>	<p>The clause remains unchanged</p>
126	Volume I	24	S.No.6.6 COMMISSIONING SCHEDULE	<p>The Commissioning schedule of the TNSDC phase II is six months from the date of LOA to the date of issue of Commissioning Certificate.</p>	<p>Please amend this clause as: "The Commissioning schedule of the TNSDC phase II is six months from the date of signing of the contract to the date of issue of Commissioning Certificate."</p>	<p>The clause remains unchanged</p>

127	Volume I	25	S.No.6.10 TERMINATION OF CONTRACT	<p>Termination for default</p> <p>a) ELCOT may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part,</p> <p>(i) If the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by ELCOT; or</p> <p>(ii) If the Successful Bidder fails to perform any of the obligation(s) under the contract; or</p> <p>(iii) If the Successful Bidder, in the judgement of ELCOT, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.</p>	<p>Please amend this clause as:</p> <p>"Termination for default</p> <p>a) ELCOT may without prejudice to any other remedy for material breach of contract, by written notice of default with a notice period of 7 working days, sent to the Successful Bidder, terminate the contract in whole or part,</p> <p>(i) If the Successful Bidder solely due to its willful default or through its gross negligence fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by ELCOT; or</p> <p>(ii) If the Successful Bidder fails to perform any of the obligation(s) under the contract solely due to its willful default or through its gross negligence which leads to material breach of the Contract; or</p> <p>(iii) If the Successful Bidder, in the judgement of ELCOT based on actual and proven evidence, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract."</p>	The clause remains unchanged
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128	Volume I	25	S.No.6.10 TERMINATION OF CONTRACT	<p>Termination for Insolvency ELCOT may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ELCOT.</p>	<p>Please amend this clause as: "Termination for Insolvency ELCOT may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be with compensation to the Successful Bidder for the work completed."</p>	<p>The clause remains unchanged</p>
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129	Volume I	25	S.No.6.10 TERMINATION OF CONTRACT	<p>Termination for Convenience ELCOT may by written notice with a notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for ELCOT's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.</p>	We request you to delete this clause.	The clause remains unchanged
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130	Volume I	25	S.No.6.11 PROJECT DELIVERABLES	<p>Part I (Implementation of IT and Non-IT Items) - Part I starts from the date of issue of LOA to the date of issue of Commissioning certificate. The successful Tenderer has to carry out the complete procurement, supply, installation and commissioning of the IT and non IT components of the TNSDC phase II. During this phase, the successful tenderer has to submit stage-wise reports and it should be done strictly in accordance with the scope of work; Technical specifications & SLA specified in the Tender document. Part I will include the Final acceptance test, training and issuance of the completion/ commissioning certificate for the SDC phase II. If the commissioning is not affected as per tender, ELCOT will reserve the</p>	<p>Please amend this clause as: "Part I (Implementation of IT and Non-IT Items) - Part I starts from the date of issue of LOA to the date of issue of Commissioning certificate. The successful Tenderer has to carry out the complete procurement, supply, installation and commissioning of the IT and non IT components of the TNSDC phase II. During this phase, the successful tenderer has to submit stage-wise reports and it should be done strictly in accordance with the scope of work; Technical specifications & SLA specified in the Tender document. Part I will include the Final acceptance test, training and issuance of the completion/ commissioning certificate for the SDC phase II. If the commissioning is not affected as per tender, ELCOT will NOT reserve the right to cancel the order."</p>	<p>The clause is amended to: Part I (Implementation of IT and Non-IT Items) - Part I starts from the date of issue of LOA to the date of issue of Commissioning certificate. The successful Tenderer has to carry out the complete procurement, supply, installation and commissioning of the IT and non IT components of the TNSDC phase II. During this phase, the successful tenderer has to submit stage-wise reports and it should be done strictly in accordance with the scope of work; Technical specifications & SLA specified in the Tender document. Part I will include the Final acceptance test, training and issuance of the completion/ commissioning certificate for the SDC phase II. If the commissioning is affected and deviated from tender timelines, ELCOT will reserve the right to cancel the order to take any such action which will be deemed fit in such circumstances.</p>
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				right to cancel the order to take any such action which will be deemed fit in such circumstances.		
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131	Volume I	27	S.No. 6.15 OTHER TERMS AND CONDITIONS	<p>ELCOT reserves the right to not to accept lowest price, to reject any or all the tenders without assigning any reason therefore to divide, split and award contract to any one or more of the Tenderers to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of the Government of Tamil Nadu and public for good and sufficient reasons.</p>	Request you to delete this clause.	The clause remains unchanged
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132	Volume I		S.No.6.20 ARBITRATION	<p>Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Managing Director of ELCOT.</p> <p>If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Managing Director of ELCOT. The Arbitrator so appointed shall proceed</p>	<p>Please amend this clause as: "Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by an arbitral tribunal comprising of three arbitrators, one to be appointed by the Managing Director of ELCOT and the other to be appointed by the head of the Successful Bidder. Such nominated arbitrators shall appoint the presiding arbitrator. If the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the respective party. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, It</p>	The clause remains unchanged
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				<p>with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter. It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties. The venue of the arbitration shall be Chennai and language English. The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the</p>	<p>is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter. It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties. The venue of the arbitration shall be Chennai and language English. The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties. Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause. Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter."</p>	
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				<p>parties. Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause. Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.</p>		
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133	Volume I	28	S.No. 6.21 SPECIAL TERMS(Point 1)	ELCOT reserves the right to reduce or increase the quantity requirement to an extent of 25% of tendered value at the time of releasing the work order or by issue of an amendment subsequently.	Please amend this clause as: "ELCOT reserves the right to reduce or increase the quantity requirement to an extent of 25% of tendered value at the time of releasing the work order or by issue of an amendment subsequently upon the mutual acceptance of the Successful Bidder. "	The clause remains unchanged
134	Volume I	28	S.No. 6.21 SPECIAL TERMS(point 3)	During the contract period, any additional internet bandwidth as required by GoTN is to be provided by the DCO at the rates finalised in the tender.	Please amend this clause as: "During the contract period, any additional internet bandwidth as required by GoTN is to be provided by the DCO at the rates finalized in the tender upon the mutual acceptance of the Successful Bidder. "	The clause remains unchanged
135	Volume I	116	S.No.9.1 DEFINITIONS (point 1)	"Bidder" shall mean an Individual Company registered under the Companies Act 1956 or as defined in this document that participates in the Bidding process	"Bidder" shall mean an Individual Company incorporated and existing within the meaning of section 2(20) of Companies Act 2013 or as defined in this document that participates in the Bidding process	The clause remains unchanged

136	Volume I	116	S.No.9.1 DEFINITIONS (point 7)	<p>“Confidential Information” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any taxpayer, or any other person who is covered within the ambit of any commercial taxes legislation including any such information that may come to the knowledge of the Parties hereto / DCO’s Team by virtue of this Contract that:</p> <ul style="list-style-type: none"> o By its nature or by the circumstances in which it is disclosed is confidential; or o Is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this 	<p>Please amend this clause as: “Confidential Information” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any taxpayer, or any other person who is covered within the ambit of any commercial taxes legislation including any such information that may come to the knowledge of the Parties hereto / DCO’s Team by virtue of this Contract that:</p> <ul style="list-style-type: none"> o Is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract <p>• “Document” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.”</p>	The clause remains unchanged
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				Contract: "Document" means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche		
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137	Volume I	118	S.No.12. 9.7 RIGHT OF MONITORING, INSPECTION & PERIODIC AUDIT	<p>GoTN/ELCOT/Tamil Nadu State Implementation agency reserves the right to inspect by itself or through a Third Party agency and monitor/assess the progress / performance/ maintenance of the TNSDC Phase II components at any time during the course of the Contract, after providing due notice to the DCO. The State may demand any document, data, material or any other information which it may require to enable it to assess the progress of the project</p> <p>GoTN/ELCOT/Tamil Nadu State Implementation agency shall also have the right to conduct, either itself or through another Third Party as it may deem fit, an audit to monitor the performance by the Third Party of its obligations/functions in accordance with the</p>	<p>Please amend this clause as: "GoTN/ELCOT/Tamil Nadu State Implementation agency reserves the right to inspect by itself or through a Third Party agency and monitor/assess the progress / performance/ maintenance of the TNSDC Phase II components at any time during the course of the Contract, after providing prompt prior notice to the DCO. The State may demand any document, data, material or any other information which it may require to enable it to assess the progress of the project."</p>	The clause remains unchanged
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				<p>standards committed to or required by the State. The DCO undertakes to cooperate with and provide to the State / any other IT system integrator appointed by the State, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the DCO failing which the State may without prejudice to any other rights that it may have issue a notice of default.</p>		
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138	Volume I	119	S.No.9.10 INDEMNITY	<p>The DCO shall execute and furnish to the State a Deed of Indemnity in favour of the State in a form and manner acceptable to the State, indemnifying the State from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:</p> <ul style="list-style-type: none"> o Any negligence or wrongful act or omission by the DCO or the DCO's team or any 3rd party in connection with or incidental to this Contract; or o A breach of any of the terms of the DCO's Bid as agreed, the Tender and this Contract by the DCO, the DCO's Team or any third party <p>The indemnity shall be to the extent of 100% in favour of the State</p>	<p>Please amend this clause as: "The DCO shall execute and furnish to the State a Deed of Indemnity in favour of the State in a form and manner acceptable to the State, indemnifying the State from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, solely arising or incurred inter alia during and after the Contract period out of:</p> <ul style="list-style-type: none"> o Any gross negligence or wilful wrongful act or omission by the DCO or the DCO's team or o A material breach of any of the terms of the DCO's Bid as agreed, the Tender and this Contract by the DCO, the DCO's Team or any third party engaged by the DCO <p>The indemnity shall be to the extent of 100% in favour of the State solely for the actions of the DCO."</p>	The clause remains unchanged
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139	Volume I	120	S.No.9.14 EVENTS OF DEFAULT BY DCO	<p>o The failure on the part of the DCO to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the DCO. The events of default as mentioned above may include, but not limited to, inter alia, the following also:</p> <p>o The DCO has failed to perform any instructions or directives issued by GoTN/ELCOT which it deems proper and necessary to execute the scope of work under the Contract; or</p> <p>o The DCO has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract or if the DCO has fallen short of matching such standards/targets as GoTN/ELCOT may have designated with respect to any task necessary for</p>	<p>Please amend this clause as:</p> <p>"o The failure on the part of the DCO to perform any of its obligations or comply with any of the terms solely due to the fault of the DCO of this Contract shall constitute an Event of Default on the part of the DCO. The events of default as mentioned above may include, but not limited to, inter alia, the following also:</p> <p>o The DCO has failed to perform any instructions or directives issued by GoTN/ELCOT solely due to its gross negligence or wilful misconduct which it deems proper and necessary to execute the scope of work under the Contract; or</p> <p>o The DCO has failed to adhere solely due to its own actions or inactions to any of the key performance indicators as laid down in the Key Performance Measures / Contract or if the DCO has fallen short of matching such standards/targets as GoTN/ELCOT may have designated with respect to any task necessary for the execution</p>	The clause remains unchanged
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				<p>the execution of the scope of work under this Contract. The above mentioned failure on the part of the DCO may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the State; or</p> <ul style="list-style-type: none"> o The DCO has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the State despite being served with a default notice which laid down the specific deviance on the part of the DCO to comply with any stipulations or standards as laid down by the State; or o DCO / DCO's Team has failed to conform with any of the Service / Facility Specifications / Standards as set out in the Scope of Work of this Tender Document or has failed to adhere to any 	<p>of the scope of work under this Contract. The above mentioned failure on the part of the DCO may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined and stated beforehand by the State; or</p> <ul style="list-style-type: none"> o The DCO has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the State despite being served with a prior thirty (30) working days default notice which laid down the specific deviance on the part of the DCO to comply with any stipulations or standards as laid down by the State; or o DCO / DCO's Team has failed to conform after giving written acceptance with any of the Service / Facility Specifications / Standards as set out in the Scope of Work of this Tender Document or has failed to adhere to any amended direction, modification or clarification as issued by State during the term of this Contract and which State deems proper and 	
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				<p>amended direction, modification or clarification as issued by State during the term of this Contract and which State deems proper and necessary for the execution of the Scope of Work under this Contract; or</p> <p>o The DCO has failed to demonstrate or sustain any representation or warranty made by it in this Contract with respect to any of the terms of its Bid or the Tender and this Contract; or</p> <p>o There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the DCO; or</p> <p>o DCO / DCO's Team has failed to comply with or is in breach or contravention of any applicable laws</p> <p>Where there has been an</p>	<p>necessary for the execution of the Scope of Work under this Contract; or</p> <p>o The DCO has failed to demonstrate or sustain any representation or warranty made by it in this Contract solely due to its gross negligence or wilful misconduct with respect to any of the terms of its Bid or the Tender and this Contract; or</p> <p>o There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the DCO; or</p> <p>o DCO / DCO's Team has failed to comply with or is in material breach or contravention of any applicable laws</p> <p>Where there has been an occurrence of such defaults inter alia as stated above.</p> <p>o State shall issue a notice of default to the DCO, setting out specific defaults / deviances / omissions and providing a notice of Thirty working (30) days to enable such defaulting party to remedy the default committed.</p>	
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				<p>occurrence of such defaults inter alia as stated above.</p> <p>o State shall issue a notice of default to the DCO, setting out specific defaults / deviances / omissions and providing a notice of Thirty (30) days to enable such defaulting party to remedy the default committed.</p>		
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140	Volume I	121	S.No.9.15 TERMINATION(point4)	Termination for Default: The State may, at any time, terminate the Contract by giving 30 days written notice to the DCO without compensation to the DCO in the Event of Default on the part of the DCO which may include failure on the part of the DCO to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.	Termination for Default: The State may, at any time, terminate the Contract by giving 30 working days written notice to the DCO without compensation to the DCO for the scope of work already completed by the DCO in the Event of Default on the part of the DCO which may include failure on the part of the DCO to respect any of its commitments with regard to any part of its obligations under its Bid which led to material breach of the project, the Tender or under this Contract.	The clause remains unchanged
141	Volume I	121	S.No.9.15 TERMINATION(point7)	Termination for Convenience: The State may by prior written notice sent to the DCO at least 30 days in advance terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the State's convenience, the extent to which performance of work under the Contract is	We request you to delete this clause.	The clause remains unchanged

				terminated and the date upon which such termination becomes effective.		
142	Volume I	121	S.No.9.16 BLACKLISTING CLAUSE	In case show cause Notice has been issued by ELCOT for poor performance then ELCOT reserves the right to disqualify the bid submitted by such vendor.	In case show cause Notice has been issued by ELCOT for poor performance and even after giving thirty (30) working days to rectify such poor performance then ELCOT reserves the right to disqualify the bid submitted by such vendor."	The clause remains unchanged
143	Volume I	121	S.No. 9.17 CONSEQUENCES OF TERMINATION	In the event of termination of this contract, due to any cause whatsoever, except where termination is for State's convenience, the successful tenderer of this contract would forfeit the EMD/Security Deposit money only. Any additional Penalty/ Liquidated damages would be levied as applicable · Nothing herein shall restrict the right of the State to invoke the Bank Guarantee and other Guarantees furnished	Please amend this clause as: "In the event of termination of this contract, due to any cause whatsoever, the successful Tenderer of this contract would forfeit the EMD during the pre-Bid only/Security Deposit money during the post bid stage only. Any additional Penalty/ Liquidated damages would be levied as applicable • Nothing herein shall restrict the right of the State to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the State under law."	The clause remains unchanged

				hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the State under law.		
144	Volume I	122	9.19 FORCE MAJEURE(point 1)	Force Majeure shall not include any events caused due to acts/omissions of the DCO or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of the DCO due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract	Please amend this clause as: "Force Majeure shall not include any events caused due to willful acts/omissions of the DCO or result from a material breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of the DCO arising solely due to its own gross negligence or failure to implement the stipulated/proposed precautions due to its own willful acts or omissions, as were required to be taken under the Contract."	The clause remains unchanged
145	Volume I	122	S.No.9.19 FORCE MAJEURE	Neither GoTN/ELCOT nor the Successful Tenderer shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond	Neither GoTN/ELCOT nor the Successful Tenderer shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as: Natural phenomena including but not limited to	The clause remains unchanged

				<p>their reasonable control such as: Natural phenomena including but not limited to earthquakes, floods & epidemics, Acts of any Government authority domestic or foreign including but not limited to war or undeclared, priorities and quarantine restrictions , Accidents or disruptions including, but not limited to fire, machinery breakdown, power & water shortage.</p>	<p>earthquakes, floods & epidemics, rain Acts of any Government authority domestic or foreign including but not limited to war or undeclared, priorities and quarantine restrictions , civil unrest Accidents or disruptions including, but not limited to fire, machinery breakdown, power & water shortage, strikes and lock outs.</p>	
146	Volume I	122	S.No.9.19 FORCE MAJEURE(point 3)	<p>The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. However, any failure or lapse on the</p>	<p>Please amend this clause as: "The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. However, any failure or lapse on the part of the DCO in performing any obligation as is necessary and proper and when instructed by GoTN/</p>	<p>The clause remains unchanged</p>

				part of the DCO in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.	ELCOT and the DCO in its reasonable capacity can to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above."	
147	Volume I	122	S.No.9.20 DISPUTE RESOLUTION	In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Managing Director of ELCOT under the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai, India and the language shall be English only. Subject to the above, the Courts at Chennai alone only shall	Please amend this clause as: "In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Managing Director of ELCOT under the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai, India and the language shall be English only. Subject to the above, the Courts at Chennai alone only shall have jurisdiction in the matter. (We request you to delete this clause) and we request you to	The clause remains unchanged

				<p>have jurisdiction in the matter.</p>	<p>add-"Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by an arbitral tribunal comprising of three arbitrators, one to be appointed by the Managing Director of ELCOT and the other to be appointed by the head of the Successful Bidder. Such nominated arbitrators shall appoint the presiding arbitrator. Successful Bidder shall be entitled to seek necessary and appropriate injunctive relief to maintain the status quo depending on the outcome of the arbitration or any other temporary measures from the courts of competent jurisdiction to enjoin the other party from taking certain actions which may infringe on the rights of the party bringing such claim, provided that any proceedings and decisions as to the merits of the dispute, including permanent injunctions, are exclusively governed and resolved by</p>	
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					arbitration in accordance with as stated herein above"	
148			LIMITATION OF LIABILITY	We request you to add the following clause	<p>Notwithstanding anything stated in this Tender, neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect, remote, punitive, special, incidental or consequential loss or damage, or any loss of profit, loss of business or loss of revenue or loss of market share, whether or not such loss or damage could have been reasonably foreseen.</p> <p>The liability of the DCO / Successful Tendered / Bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Contract, including the work, deliverables or goods and services covered under this Tender, shall be the payment of direct damages only which shall in no event in the aggregate exceed the unpaid amount of the Contract value.</p> <p>Notwithstanding the above the liability cap of the DCO / Successful Tenderer / Bidder and / or DoTN / GoI shall not apply to liability arising out of (i) breach of Confidentiality or Intellectual Property related</p>	The clause remains unchanged

					obligations under this Contract or breach of any applicable laws; (ii) fraudulent or criminal acts or omissions or willful default.	
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