

The prospective bidders may please note that the RFP No. NESL/AO/RFP-DCMS/2023-24/1001 dated 27th October, 2023 has been amended, as given below.

1) RFP Amended Clause's:

SLNO	Section	Clause	Page	Actual RFP Query	Amended RFP Conditions
1	Annexure – 1:	Covering Letter	73	We hereby declare that all the information and statements made in this document are true and we accept that any misrepresentation contained in it may lead to our disqualification. We further confirm that we have read and understood all the terms/conditions/clauses stipulated in the RFP and agree to comply /abide by all the terms/conditions/clauses during the course of the RFP and subsequently if we are selected.	<b>Clause amended as:</b> The 2nd para of Annexure - 1 is amended as given below: "We hereby declare that all the information and statements made in this document are true and we accept that any misrepresentation contained in it may lead to our disqualification. We further confirm that we have read and understood all the terms/conditions/clauses stipulated in the RFP, except for the deviations submitted in the bid document in our own format with relevant references and rational for seeking such deviation, which will not affect the overall RFP solution. We also agree to comply /abide by all the agreed terms/conditions/clauses during the course of the RFP and subsequently if we are selected."

2	Annexure – 3:	Format of Bank Guarantee for EMD	75	Annexure – 3 Format of Bank Guarantee for EMD  b) This Guarantee shall remain in force up to.....(validity date) with claim a period till .....(claim date)(*one year beyond the validity of the BG)	<b>Clause amended as:</b> Annexure – 3 Format of Bank Guarantee for EMD  b) This Guarantee shall remain in force up to.....(validity date) with claim a period till .....(claim date)
3	Section-I	3.Key Events & Dates	4	Last date and time of submission of bids :27th November 2023, 15:00 Hrs. Monday Date and time of opening of “Technical Bids”:27th November 2023, 15:30 Hrs. Monday	<b>Clause amended as:</b> Last date and time of submission of bids : <b>07th December 2023, 15:00 Hrs.</b> Thursday Date and time of opening of “Technical Bids”: <b>07th December 2023, 15:30 Hrs.</b> Thursday
4	Section-I	6.Bid submission checklist.> A. Technical Bid (Eligibility Criteria) > 11	7	Copies of at least 03 Purchase Orders / Customer certificates for providing managed Data Centre services to Government/PSU/Scheduled Banks received in past 3 years along with Name and contact details of customer representative.	<b>Clause amended as:</b> 11. Copies of at least three (3) Purchase Orders or Customer certificates for providing "Managed Data Centre Services" which are equivalent or larger in nature and size of infrastructure and IT services asked in this RFP, to Government/PSU/Scheduled Banks/ <b>Private &amp; Enterprise Companies</b> received in past 3 years.
5	Section-I	6.Bid submission checklist > SI No 3	6	Authority Letter (Annexure – 2)	<b>Clause amended as:</b> Section-1,(6.Bid submission checklist.-3 <b>Authority Letter (Annexure – 2) or Board Resolution mentioning the name of the Authorised Signatory</b>

6	Section-I	6.Bid submission checklist. > 4	6	Earnest Money Deposit (EMD) 2% of Bid Value	<b>Clause amended as :</b> Earnest Money Deposit (EMD) <b>25 Lakhs</b> and in <b>Annexure 3 Format of Bank Guarantee for EMD</b> , The amount of bank guarantee is <b>25 Lakhs</b> .
7	Section-I	4.Submission of Bids > f	6	Successful bidder shall further submit a detailed LLD (Low level design) along with schematic, IP addressing, security policies, capabilities of the proposed solutions etc. within 15 days from the date of issuance of PO.	<b>Clause amended as:</b> Successful bidder shall further submit a detailed LLD (Low level design) along with schematic, IP addressing, security policies, capabilities of the proposed solutions etc. within <b>30 days</b> from the date of issuance of PO.
8	Section-II	Section – II: General Conditions of Contract 1. Bidder Eligibility Criteria > Clause 7	12	The offered datacentre should have either Uptime Institute Tier III (minimum) Certification of Constructed Facility OR TIA 942 certification with rating 3 (minimum) for the constructed facility valid over the entire contract period. The said certificates must have been issued in the name of the bidder.	<b>Clause amended as:</b> Section – II: General Conditions of Contract 1. Bidder Eligibility Criteria 7. The offered datacentre should have either Uptime Institute Tier III (minimum) Certification of Constructed Facility OR TIA 942 certification with rating 3 (minimum) for the constructed facility valid over the entire contract period. <b>The said certificates must have been issued in the name of the bidder or group company who provide DC services.</b>

9	Section-II	Section – II: General Conditions of Contract 1. Bidder Eligibility Criteria > Clause 8	12	The DC infrastructure from which the services are offered should be in stabilized operations for at least 24 months prior to date of submission.	<b>Clause amended as :</b> Section – II: General Conditions of Contract 1. Bidder Eligibility Criteria 8. The DC infrastructure from which the services are offered should be in stabilized operations for at least <b>12 months</b> prior to date of submission.
10	Section-II	Section – II: General Conditions of Contract 2. Technical Bid evaluation > SI No. 2	14	Business Operation: The DC infrastructure from which the services are offered should be in stabilized operations for at least 24 months prior to date of submission. Marking Criteria: a) 24 months to 60 months: 12 marks. b) > 60 months: 15 marks.	<b>Clause amended as:</b> Business Operation: The DC infrastructure from which the services are offered should be in stabilized operations for at least <b>12 months</b> prior to date of submission. Marking Criteria: a) <b>12</b> months to <b>48</b> months: 12 marks. b) > <b>48</b> months: 15 marks
11	Section-II	Section – II: General Conditions of Contract 2. Technical Bid evaluation > SI No. 12	12	The proposed DC infrastructure from which the services are offered should have uptime of at least 99.982% for the past 3 years.	<b>Clause amended as:</b> Section – II: General Conditions of Contract 1. Bidder Eligibility Criteria 12. The proposed DC infrastructure from which the services are offered should have uptime of at least 99.982% <b>in the last 12 months.</b>

12	Section-II	1. Bidder Eligibility Criteria > SIno:6	11	<p>The bidder should have (i) received a minimum of 3 orders in the past 3 years for providing services similar to the services asked for in this RFP. (ii) and should have provided service for at least 2 years for at least one such order.</p> <p><b>Document Required:</b> Relevant documents such as PO copy/ Customer certificate shall be submitted along with technical bid. The names and contact details of these three clients shall be provided.</p>	<p><b>Clause amended as:</b> The bidder should have (i) received a minimum of 3 orders in the past 3 years for providing services similar to the services asked for in this RFP. (ii) and should have provided service for at least 2 years for at least one such order.</p> <p><b>Document Required:</b> Relevant documents such as PO copy/ Customer certificate/<b>Service Order/Work Order</b> shall be submitted along with technical bid. The names and contact details of these three clients shall be provided. <b>The submitted documents must contain information demonstrating duration of services, scope and nature of work assigned to you covering following but not limited to infrastructure that has been provided, services including security related services etc..</b></p>
----	------------	---	----	---	--

13	Section-II	1. Bidder Eligibility Criteria > Point 4	11	<p>The bidder should have a positive net-worth in the last three financial years.</p> <p>Documents Required: A certificate from a Chartered Accountant certifying positive net-worth of the bidder for last three financial years.</p>	<p><b>Clause Amended as:</b> The bidder should have a positive net-worth in the <b>last financial year</b>, i.e. FY 2022-23 <b>and networth computation shall be as on 31st March 2023 based on audited financial statement. Networth should be as per Section 2(57) of the companies Act 2013 which defines this term.</b></p> <p>Documents Required: A certificate from a Chartered Accountant certifying positive net-worth of the bidder for last financial year. <b>The method of computation/reconciliation should be furnished.</b></p>
14	Section-III	1.Contract: > b	18	<p>The initial period of contract for providing the Datacentre Services will be for five (5) years. The complete IT set up as desired under this RFP must be made fully operational and ready to commence NeSL's services within eight weeks from the date of the award of the contract, failing which NeSL reserves the right to levy penalty as stipulated under SLA &amp; Penalty section below</p>	<p><b>Clause amended as :</b> The initial period of contract for providing the Datacentre Services will be for five (5) years.</p> <p>The complete IT set up as desired under this RFP must be made fully operational and ready to commence NeSL's services within <b>twelve (12) weeks</b> from the date of the award of the contract, failing which NeSL reserves the right to levy penalty as stipulated under SLA &amp; Penalty section below.</p>

15	Section – III	7,SLA & Penalty > a) Service delivery: > 1)	20	One-time installation and configuration services shall be completed within 8 weeks of the date of award of the contract.	<b>Clause amended as :</b> 1) One-time installation and configuration services shall be completed within <b>12</b> weeks of the date of award of the contract
16	Section – III	7,SLA & Penalty > b)Penalties: > Table: I. Service Delivery Penalty: > A(1)	21	Delay in commencement of the services beyond 8 weeks of award of contract	<b>Clause amended as :</b> Delay in commencement of the services beyond <b>12 weeks</b> of award of contract
17	Section – III	7,SLA & Penalty > a) Service delivery: > 4)	20	The infrastructure requirements and all the services under this RFP shall be up and running on 24x7 basis within 8 weeks of date of award of contract	<b>Clause amended as:</b> 4) The infrastructure requirements and all the services under this RFP shall be up and running on 24x7 basis within 12 weeks of date of award of contract
18	Section-IV	4.Detailed Technical Specification > a)backup software	39	The proposed Backup software must offer host-based licenses with no restrictions on type of arrays (protecting heterogenous storage technologies), front end production capacity or backup to disk target capacity restrictions. Licenses and associated hardware should be supplied for both primary and DR site.	<b>Clause amended as:</b> a) Backup Software The proposed Backup software must offer host-based licenses with no restrictions on type of arrays (protecting heterogenous storage technologies), front end production capacity or backup to disk target capacity restrictions. Licenses and associated hardware should be supplied.

19	Section-IV	3.Technical Specifications > A. Compute & Server/Virtual Machines Configurations/Specifications: > 8	34	Should provide effective protection, reliable detection & rapid recovery using: a) Cryptographically signed firmware b) Data at Rest Encryption (SEDs with local or external key management) c) Secure Boot d) Secure Erase e) Secured Component Verification (Hardware integrity check) f) Silicon Root of Trust g) System Lockdown (requires iDRAC9 Enterprise or Datacentre. h) TPM 2.0 FIPS	<b>Clause Amended as:</b> Section-IV 3A /8 <b>a) Cryptographically/Digitally signed firmware</b> b) Data at Rest Encryption (SEDs with local or external key management) c) Secure Boot d) Secure Erase <b>e) Hardware integrity check</b> f) Silicon Root of Trust <b>g) System lockdown (Requires IPMI/OEM specific implementation of IPMI support)</b> h) TPM 2.0 FIPS
20	Section-IV	2.General Technical requirements > (xviii.b)	31	Ensure data replication/reverse data replication to confirm to RPO of 5 minutes pertaining to NFS, MySQL master/slave.	<b>Clause amended as:</b> Section IV, Clause 2 (xviii.b). Ensure data replication/reverse data replication to confirm to RPO of 5 minutes pertaining to NFS, MySQL master/slave. <b>The RTO for entire infrastructure is 45 Minutes.</b>
21	Section-IV	2.General Technical requirements > xxxviii	33	The model of the equipment proposed shall be listed on the respective OEM website. BIS Registration under CRS of MeitY: Servers, Storage, Network and Security Devices provisioned shall have BIS registration under CRS (Compulsory Registration Order) of MeitY. The registration number shall be provided as part of the technical bid	<b>Clause Amended as:</b> The model of the equipment proposed shall be listed on the respective OEM website.

22	Section-IV	2.General Technical requirements > i	29	The selected bidder shall create a dedicated IT set up for NeSL in racks dedicated for NeSL. Selected bidder shall provide all IT and security equipment/solutions required in OPEX Model. The required IT and security set up shall be provisioned by the bidder for exclusive use of NeSL. The selected bidder shall ensure that the solution shall work as desired and the bidder is also responsible to supply and install any other components that is inadvertently missed out but required for the overall solution to work, without adding any line item in the Bill of Materials	<b>Clause amended as:</b> "The selected bidder shall ensure that the solution shall work as desired and the bidder is also responsible to supply and install any other components that is inadvertently missed out but required for the overall solution to work, <b>Such Items shall be part of Section-V Slno: 28( Miscellaneous Infrastructure)</b>
23	Section-IV	4. Detailed Technical Specifications > (e). Server Security /Antivirus	46	The solution should be licensed for minimum 50 endpoints (Linux/Windows)	<b>Clause Amended as :</b> The solution should support <b>upto 100 endpoints</b> (Linux/Windows) .

24	Section-IV	1.Scope	29	<p>The bidder at his own cost shall get the solution architecture and implementation reviewed by the respective OEM, to ascertain adherence to best practices. Any recommendations shall be remediated by the service provider and closure report from OEM/authorized partner be provided to NeSL within the implementation period. This will be part of the acceptance criteria after which billing shall commence. The above report is required for all security solutions, WAN, LAN, Storage, and compute environment (physical as well as Virtual).</p>	<p><b>Clause Amended as :</b>The bidder at his own cost shall get the solution architecture and implementation reviewed by the respective OEM, to ascertain adherence to best practices. Any recommendations shall be remediated by the service provider and closure report from OEM/authorized partner be provided to NeSL within the implementation period. This will be part of the acceptance criteria after which billing shall commence. The above report is required for all security, network, backup and storage solutions.</p>
25	Section-IV	2.General Technical requirements > xxvi	32	<p>The selected bidder should provide L1 support for OS layer (both physical hosts and VMs), Web layer (Nginx), App layer and MySQL Database. List of activities assignable to L1 shall be finalised with successful bidder.</p>	<p><b>Clause Amended as:</b> The selected bidder shall provide managed services and support across all levels of support for the complete infrastructure. The selected bidder shall monitor and provider L1 support for Web Server (Nginx), Application Server (JBoss), MySQL Database. Required parameters for each such layer will be configured as per the requirements of NeSL. Bidder shall facilitate and implement any further support acquired from OEM, where required, upon approval from NeSL.</p>

26	Section-IV	3. Technical Specifications > A>11>e	35	The solution shall provide the ability to publish updates and patches to any number of virtual desktops/applications without affecting user settings, data or preferences	<p><b>Clause amended as:</b> The solution shall provide the ability to publish updates and patches to any number of <b>virtual instances</b> without affecting <b>configurations and data</b>. <b>The required tool ( if any ) is to be provisioned by the bidder.</b></p>
27	Section-IV	4. Detailed Technical Specifications > g) NG Firewall > Next Generation Firewall Features > point 4	53	The NGFW must have GUI based packet capture utility within its management console with capability of creating packet capture filters for IPv4 and IPv6 traffic and ability to define the packet and byte count	<p><b>Clause amended as:</b> The NGFW must have GUI based packet capture utility within its management console with capability of creating packet capture filters for IPv4 and IPv6 traffic and ability to define the packet Rest of the clause remains the same.</p>

28	Section-IV	4. Detailed Technical Specifications > g) NG Firewall > Next Generation Firewall Features > point 9	54	The firewall must have the capability to create DOS prevention policy to prevent against DOS attacks on per zone basis (outbound to inbound, inbound to inbound and inbound to outbound) and ability to create and define DOS policy based on attacks like UDP Flood, ICMP Flood, SYN Flood(Random Early Drop and SYN cookie), IP Address Sweeps, IP Address Spoofs, port scan, Ping of Death, Teardrop attacks, unknown protocol protection etc	<p><b>Clause amended as:</b> The firewall must have the capability to create DOS prevention policy to prevent against DOS attacks on per zone basis (outbound to inbound, inbound to inbound and inbound to outbound) and ability to create and define DOS policy based on attacks like UDP Flood, ICMP Flood, SYN Flood(Random Early Drop and OR SYN cookie), IP Address Sweeps, IP Address Spoofs, port scan, Ping of Death, Teardrop attacks, unknown protocol protection etc. Rest of the clause remains the same.</p>
29	Section-IV	4. Detailed Technical Specifications > g) NG Firewall > Routing and Multicast support > point 3	56	The firewall must support FQDN instead of IP address for static route next hop, policy based forwarding next hop and BGP peer address	<p><b>Clause amended as:</b> The firewall must support FQDN instead of IP address for static route next hop or destination address or policy based forwarding next hop and BGP peer address. Rest of the clause remains the same.</p>

30	Section-IV	4. Detailed Technical Specifications > h) Web Application Firewall (WAF) Specifications > Routing and Multicast support > point 23	61	The Solution must protect against HTTP, HTTPS and Application layer DOS and DDOS attacks including stress-based DOS and Heavy URL attacks. The solution must support all the common web application vulnerability assessment tools (Web application scanners) including Webinspect, Acunetix, Qualys, Rapid 7, Appscan, etc (or) Equivalent vulnerability assessment tools to virtually patch web application vulnerabilities. Necessary logs to be generated for audit and compliance.	<b>Clause amended as:</b> The Solution must protect against HTTP, HTTPS and Application layer DOS and DDOS attacks including stress-based DOS and Heavy URL attacks. The solution must support any one of the common web application vulnerability assessment tools (Web application scanners) including Webinspect, Acunetix, Qualys, Rapid 7, Appscan, etc (or) Equivalent vulnerability assessment tools to virtually patch web application vulnerabilities. Necessary logs to be generated for audit and compliance. Rest of the clause remains the same.
31	Section-IV	4. Detailed Technical Specifications > h) Web Application Firewall (WAF) Specifications > Routing and Multicast support > point 30	62	Proposed solution should be capable of identifying the Client IP address through Geo-location IP database and provide controls to prevent identity theft, financial fraud and espionage activities. WAF should allow IP addresses or IP range for bypassing applied security policy for specific application but should not bypass for others.	<b>Clause amended as:</b> Proposed solution should be capable of identifying the Client IP address through Geo-location IP database and provide controls to prevent identity theft, financial fraud and espionage activities.

32	Section-V	Price Schedule	71	<p>Security &amp; Monitoring:  21) HBSS (AV+HIPS): (Host Based Security System, IPS/IDS at Host Layer) - Per No = 40</p>	<p><b>Clause amended as:</b>  Security &amp; Monitoring:  21) HBSS (AV+HIPS)Host Based Security System,IPS/IDS at Host Layer for 10 devices and requirement for 4 QTY</p>
----	-----------	----------------	----	--	---

**1) RFP Clause Insertion/Addition:**

SLNO	Section	Clause	Page	Actual RFP Query	Inserted RFP Conditions
1	Section-II	Clause 24			<p><b>Clause Inserted: Section-II,24: Limitation of Liability:</b>            Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the successful bidder to NeSL, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of replacing the managed services provider and infrastructure, or to any obligation of the successful Bidder to indemnify NeSL concerning IPR infringement.</p>
2	Section-II	1.Bidder Eligibility Criteria	11		<p><b>Clause Inserted: Section-II ,Page 11, 1.Bidder Eligibility Criteria</b>            Credentials of the bidder and its group companies shall be considered for eligibility criteria, provided such group company has provided services of similar nature that is being asked in this RFP. However such subsidiary company(ies) whose credentials are</p>

**1) RFP Clause deleted/removed:**

SLNO	Section	Clause	Page	Actual RFP Query	Deleted RFP Conditions
1	Section-IV	3.Technical Specifications > D. Network Requirements/Specifications: > 14	37	WAF / Firewall to support Vertical and Horizontal Scaling	<b>Clause stands deleted:</b> 14. WAF / Firewall to support Vertical and Horizontal Scaling
2	Section-IV	4. Detailed Technical Specifications > d.PAM >Scope & Licenses > Point 1	46	1 Onsite OEM certified Resource to ensure PAM solution is up & running	<b>Clause deleted:</b> 1 Onsite OEM certified Resource to ensure PAM solution is up & running

3	Section-IV	4. Detailed Technical Specifications > h) Web Application Firewall (WAF) Specifications > Routing and Multicast support > point 26	61	System should support inbuilt ability or integration with any 3rd party solution to encrypt the user credentials in real time at the browser level (data at rest) before the traffic hits the network so as to protect the credentials especially password, Aadhar number or any other sensitive parameter to protect from cyber actors, key loggers and credential stealing malware residing in the end user's browsers. Necessary logs to be generated for audit and compliance	<b>Clause Deleted:</b> System should support inbuilt ability or integration with any 3rd party solution to encrypt the user credentials in real time at the browser level (data at rest) before the traffic hits the network so as to protect the credentials especially password, Aadhar number or any other sensitive parameter to protect from cyber actors, key loggers and credential stealing malware residing in the end user's browsers. Necessary logs to be generated for audit and compliance
4	Section-IV	4. Detailed Technical Specifications > h) Web Application Firewall (WAF) Specifications > Routing and Multicast support > point 51	64	The proposed solution must support SSL VPN and Single Sign On functionality on same hardware solution running on same OS version from same OEM in future.	<b>Clause deleted:</b> The proposed solution must support SSL VPN and Single Sign On functionality on same hardware solution running on same OS version from same OEM in future.

**Note:** The amendments, insertions, and deletions outlined in the aforementioned corrigendum take precedence and override the corresponding clauses in the original Request for Proposal (RFP) No. NESL/AO/RFP-DCMS/2023-24/1001, dated 27th October 2023.

**Response to Pre-Bid Queries**

Description	RFP Page No	Bidder Query	NeSL Response	Amended Clause
As per the RFP ask "Storage should support native replication between DC and DR storage boxes and also should support metro replication out of the box"	Page No 36	we require existing DC storage make and model to check the feasibility with Storage OEM.	Based on the outcome of this RFP solution, we will deploy similar solution in the existing DC	
MySQL One master and Two slave nodes, each with 30TB of disk size for data and an annual growth rate of 25%.	Page No 35	We need to add 30TB of disk size with 25% for year on Year growth with 200TB All falth storage?	30 TB Storage for each MySQL instance will be carved out from the initial 200TB. Order will be placed subsequently for any additional storage.	
xxx.Approximate initial sizing:	Page No 32	initially VMs Count 38 year on year VM count on 5th year will be 50Qty for the same we need to consider the AV,OS licenses?	Please note Year on Year growth in count of VM is not specified by NeSL, hence query is not relevant. Any additional quantities /upward revision in quantities shall be as per the pre-agreed rates.	
Initial provisioning of 200TB. Expected 25% growth year on year.	Page No 35	Does 200TB Estimate includes NFS (with an increment of 60 GB Per Day)	Yes	
The solution should be licensed for minimum 50 endpoints (Linux/Windows)	Page 46	Should we consider 50VMs and for the same AV and OS license ?	All Systems throughout the contract period to be protected with AV and appropriate OS license. Further: Please note Year on Year growth in count of VM is not specified by NeSL, hence query is not relevant. Any additional quantities /upward revision in quantities shall be as per the pre-agreed rates.	
NFS mounts to be shared across VM's with daily growth of 60GB	Page No 35	is this size considered already in 200TB or we need to add it to 200TB for NFS requirement	Yes its part of the 200TB	
DB server shall be Physical Server	Page No 34	Data base server 3 Qty require what is the configuration we need to consider?	Refer to Section V Point 27 which provides the server configuration.	
Minimum 2,00,000 IOPS with 70:30 Read/Write ratio for 8Kb Block size for 100TB, Storage capacity expansion should not reduce minimum 2,00,000 IOPS	Page No 36	please confirm ist 8KB or we need to consider 32/64KB? 8KB block size for 100TB, what is the block size considered for other 100TB?	8Kb Block size to be considered.	
The prices quoted in table below shall be for the items/solution/services that comply with the specifications, features and requirements as stipulated in Section IV above.	Page No 68 to 72	the shared TABLE is a requirment, weather we need to consider the sahred sizing ? Or it's a format table to share commercial?	This is a price shedule.The prices for the quantities given against each line item should be quoted, strictly as per format.	
Other Query		Harware and Software procurement example storage, servers, backup devices are customer name or Name of bidder?	In the name of MSP	
Other Query		We are assuming 60GB data change for per day for NFS	Yes	
Other Query		For Database we would require data change per day	Approximately 5- 10 GB per day.	
Other Query		instead of summmary of VCPU and Memory we request you to give the DR inventory(Resource) with OS details which will help us on the compatibility of replication tools	NFS mount points are to be replicated from DC to DR using storage based replication method. MySQL replication is to be configured using native replication.	
Insurance	Page No 19	Please share the Insurance Tenure requirement details to get it accommodate accordingly	MSP shall ensure adequate insurance coverage throughout the contract period	
Payments	Page No 19	Being dedicated setup requirement there will be Supply, Design, Build & Implementation of dedicated services for which we need minimum 70% cost of Security Services. The payments for providing datacentre services will be released on a QUARTERLY basis at the end of every quarter. So, bidder request to amend the clause accordingly.	No change in payment terms.	
One-time installation and configuration services shall be completed within 8 weeks	Page No 21	Bidder request to amend the clause as following: Bidder request to amend the clause as following: One-time installation and configuration services shall be completed within 16 weeks of the date of award of the contract.Reason: OEM takes minimum 12- 14 weeks to Supply the products and thereafter accordingly bidder can perform the I&C	Clause Amended	<b>Clause amended as :</b> 1) One-time installation and configuration services shall be completed within <b>12 weeks</b> of the date of award of the contract
Delay in commencement of the services beyond 8 weeks of award of contract	Page No 21	Bidder request to revise the penalty clause accordingly Delay in commencement of the services beyond 16 weeks of award of contract	Clause Amended	<b>Clause amended as :</b> Delay in commencement of the services beyond <b>12 weeks</b> of award of contract
Delay in provisioning any additional new physical device within eight weeks from the date of issuance of any subsequent PO.	Page No 21	Bidder request to revise the penalty clause accordingly Delay in commencement of the services beyond 16 weeks of award of contract	No Change in RFP conditions.	

SLA & Penalty	Page No 20	As per RFP Document there are the penalties mentioned under Service Delivery, Implementation, Uptime Requirement, Incident & Service Management Resolution Time etc. Bidder request to review the penalty clause of each section amend it to a justifiable and realistic manner. Eg.When Bidder is Supplying the equipment's in HA and assuring compliance to service uptime SLA or getting penalty for non-compliance than "Any incident that may potentially lead to service impact such as one of HA device not functioning, one of the disks in RAID configuration is faulty etc. doesn't qualify for Priority2/High incident and likewise for Penalty once again". In this manner bidder will be penalise twice/three time (being resolution penalty is also associated) for one incident. So, bidder request to review, revise and amend the SLA & Penalty clause accordingly.	No Change in RFP conditions.	
Transition Clause	Page No 27	Bidder request to share more insights that how this clause is relevant in this opportunity	The clause is self explanatory. It expects support from the MSP for transitioning to another service provider if such a situation arises to ensure the smooth and continuous operations.	
General Technical Requirement	Page No 29	Seems like there is some typo error which need to be corrected as RED highlighted technologies are not mentioned in Technical Specifications or Commercial Sheet. Please review & clarify.  ii. The bidder shall appropriately size and deploy required hardware/software to ensure smooth operation of tools, services, and solutions that are needed for functioning of IT /security setup implemented for NeSL. Such solutions may include but not limited to backup, helpdesk, PAM, HBSS, Active Directory, Antivirus, SIEM, patch management system, VAPT, EMS, AD, DNS, NTP etc. The bidder shall not carve out any such infrastructure from the items listed in the price schedule (Section-V[1-27]), as those are for running NeSL business applications.	No Change in RFP conditions. Active directory /AD word repeat is noted.Also AntiVirus & HBSS may be treated as one.	
General Technical Requirement	Page No 29	Bidder request to amend the clause as following: Successful bidder shall submit a detailed LLD (Low level design) along with schematic, IP addressing, security policies, capabilities of the proposed solutions etc., within 15 days after implementation & configuration of proposed services.  Further Clarification regarding Security Policies requirements is required so that same can be addressed accordingly	Security Policy will be shared with the successful bidder	
Eligibility Criteria	Page No 11	" Requesting you to consider Companies which are already formed due to business Restructuring /bifurcation ,should be allowed to submit credentials of parent company ( Financials/ Company details /past performance) subject to bidder will be 100% subsidiary of parent company	Clause Inserted	<b>Clause Inserted:</b> <b>Section-II ,Page 11, 1.Bidder Eligibility Criteria</b> Credentials of the bidder and its group companies shall be considered for eligibility criteria, provided such group company has provided services of similar nature that is being asked in this RFP. However such subsidiary company(ies) whose credentials are submitted shall be wholly owned subsidiaries of the parent company.

Sr. No.	Section	Clause / Page No:	Tender Term	Bidder Query	NeSL Response	Amended Clause
24	Section I	6.A.4	Earnest Money Deposit (EMD) 2% of Bid Value	The current % will lead to bid value discovery at technical stage only. Request you to fix the EMD value.	Clause Amended	<b>Clause amended as :</b> Section – I: Invitation of Bids > 6. Bid submission checklist. > Earnest Money Deposit (EMD) 25 Lakhs and in Annexure 3 Format of Bank Guarantee for EMD, The amount of bank guarantee is 25 Lakhs.
25	Section II	2.2	<b>2. Technical Bid evaluation</b> <b>Table : Evaluation matrix:</b> 2. Business Operation: The DC infrastructure from which the services are offered should be in stabilized operations for at least 24 months prior to date of submission.  a) 24 months to 60 months: 12 marks. b) > 60 months: 15 marks.	To provide NeSL the latest DC features, we are evaluating our existing, new(recently built) as well as upcoming DCs for this project. Hence, request to change the requirement as:  2. Business Operation: The DC infrastructure from which the services are offered should be in stabilized operations for at least <b>12 months</b> prior to date of submission.  a) 6 months to <b>12 months</b> : 12 marks. b) > <b>12 months</b> : 15 marks.	Clause Amended	<b>Clause amended as :</b> Section – II: General Conditions of Contract 1. Bidder Eligibility Criteria 8. The DC infrastructure from which the services are offered should be in stabilized operations for at least <b>12 months</b> prior to date of submission. Under Marking Criteria:a) <b>12 months to 48 months</b> : 12 marks. b) > <b>48 months</b> : <b>15 marks</b>
26	Section II	2.1	<b>2. Technical Bid evaluation</b> <b>Table : Evaluation matrix:</b> 1. Business Turnover: The bidder's average turnover for the last 3 years shall be at least Rs 50 crores from datacentre services. Last three (3) financial years means, FY 2020-2021, 2021–2022, 2022-2023.  Annual turnover for prescribed 3 years will be taken into account and marks will be given as follows: a) Rs. 50 – Rs. 500 Crore: 12 marks. b) >Rs. 500 crores: 15 marks	Request to change the requirement as:  1. Business Turnover: The bidder's average turnover for the last 3 years shall be at least Rs <b>500</b> crores from datacentre services. Last three (3) financial years means, FY 2020-2021, 2021–2022, 2022-2023.  Annual turnover for prescribed 3 years will be taken into account and marks will be given as follows: a) <b>Rs. 500 – Rs. 1500</b> Crore: 12 marks. b) > <b>Rs. 1500</b> crores: 15 marks	No change in RFP Terms	
27	Section II	1.6	<b>Section – II: General Conditions of Contract</b> <b>1. Bidder Eligibility Criteria</b> 6. The bidder should have (i) received a minimum of 3 orders in the past 3 years for providing services similar to the services asked for in this RFP. (ii) and should have	Request to change the requirement as:  6. The bidder should have (i) received a minimum of 3 orders in the past <b>5 years</b> for providing services similar to the services	No change in RFP Terms	
28	IV	xxxviii/33	The model of the equipment proposed shall be listed on the respective OEM website. BIS Registration under CRS of MeIT: Servers, Storage, Network and Security Devices provisioned shall have BIS registration under CRS (Compulsory Registration Order) of MeIT. The registration number shall be provided as part of the technical bid	Hardware will not be listed on MeIT websites	Clause Amended	<b>Clause Amended as:</b> The model of the equipment proposed shall be listed on the respective OEM website.
29	IV	1/page -29	The bidder at his own cost shall get the solution architecture and implementation reviewed by the respective OEM, to ascertain adherence to best practices. Any recommendations shall be remediated by the service provider and closure report from OEM/authorized partner be provided to NeSL within the implementation period. This will be part of the acceptance criteria after which billing shall commence. The above report is required for all security solutions, WAN, LAN, Storage, and compute environment (physical as well as Virtual).	Is there any specific format with terms and condition?	Bidder may submit in the format specified by the respective Original Equipment Manufacturer (OEM)	
30	IV	2.1/Page-29	The selected bidder shall create a dedicated IT set up for NeSL in racks dedicated for NeSL. Selected bidder shall provide all IT and security equipment/solutions required in OPEX Model. The required IT and security set up shall be provisioned by the bidder for exclusive use of NeSL. The selected bidder shall ensure that the solution shall work as desired and the bidder is also responsible to supply and install any other components that is inadvertently missed out but required for the overall solution to work, without adding any line item in the Bill of Materials	Please clarify- without adding any line item in the Bill of Materials.	Clause Amended	<b>Clause amended as "</b> The selected bidder shall ensure that the solution shall work as desired and the bidder is also responsible to supply and install any other components that is inadvertently missed out but required for the overall solution to work, <b>Such Items shall be part of Section-V Sino: 28( Miscellaneous Infrastructure)</b>
31	IV	2.ii/Page-30	The proposed "High Availability" solution shall be deployed in two different floors with distribution of underlying infrastructure with adequate redundancy for all components (other than storage and backup infrastructure). The deployment shall be based on design/layout signed-off by NeSL. In the end state (upon provisioning of additional storage device), NeSL should be able to run operations even if one of the floors in the datacentre becomes non-functional. Above distribution of IT setup should be architected and designed and implemented such that the setup on any given floor is independently operable for business operations as well as monitoring and management of IT and security setup.	Distribution of workloads on different floors should have HA or fault tolerance also. As per Sec V- Price schedule - No. of servers and network components requested will be distributed equally across two floors? Kindly share Rack layout plan.	The proposed infrastructure has to be distributed across floors. The initial deployment will be one storage box and the final state will be additional storage box.	
32	IV	2.VII/Page-30	The bidder shall provision CCTV surveillance system for the hosted infrastructure and shall provide facility to capture the footage and provide the same to NeSL on demand. The captured footages shall be stored for a period minimum six months by service provider.		No change in RFP conditions- No clarification sought	
33	Section – I: Invitation of Bids  Page No.6	4. Submission of Bids	f. Successful bidder shall further submit a detailed LLD (Low level design) along with schematic, IP addressing, security policies, capabilities of the proposed solutions etc. within 15 days from the date of issuance of PO.	Considering the complexity of the Project, we request NESL to change the point as below. " Successful bidder shall further submit a detailed LLD (Low level design) along with schematic, IP addressing, security policies, capabilities of the proposed solutions etc. <b>within 30 days from the date of issuance of PO."</b>	Clause Amended	<b>Clause amended as:</b> Successful bidder shall further submit a detailed LLD (Low level design) along with schematic, IP addressing, security policies, capabilities of the proposed solutions etc. within <b>30 days</b> from the date of issuance of PO.

34	Section – III: Additional Conditions of Contract Page No. 18	1. Contract	b. The initial period of contract for providing the Datacentre Services will be for five (5) years. The complete IT set up as desired under this RFP must be made fully operational and ready to commence NeSL's services within eight weeks from the date of the award of the contract, failing which NeSL reserves the right to levy penalty as stipulated under SLA & Penalty section below.	By going through the delivery timelines of the Hardware from OEM's, The shipment will happen between 8-10 Weeks and The Implementation of all the services will need 8 Weeks. Hence our request to consider <b>18 Weeks</b> to complete IT setup from the date of the award of the contract.	Clause Amended	<b>Clause amended as :</b> The initial period of contract for providing the Datacentre Services will be for five (5) years. The complete IT set up as desired under this RFP must be made fully operational and ready to commence NeSL's services within <b>twelve (12)</b> weeks from the date of the award of the contract, failing which NeSL reserves the right to levy penalty as stipulated under SLA & Penalty section below.
35	Section – III: Additional Conditions of Contract Page No. 19	7. SLA and Penalty a) Service delivery:	1) One-time installation and configuration services shall be completed within 8 weeks of the date of award of the contract	We request to change the point to as 1) One-time installation and configuration services shall be completed within <b>18 weeks</b> of the date of award of the contract	Clause Amended	<b>Clause amended as :</b> 1) One-time installation and configuration services shall be completed within <b>12</b> weeks of the date of award of the contract
36	Section – III: Additional Conditions of Contract Page No. 21	7. SLA and Penalty a) Service delivery:	4) The infrastructure requirements and all the services under this RFP shall be up and running on 24x7 basis within 8 weeks of date of award of contract	We request to change the point to as 4) The infrastructure requirements and all the services under this RFP shall be up and running on 24x7 basis <b>within 18 weeks</b> of date of award of contract	Clause Amended	<b>Clause amended as :</b> 4) The infrastructure requirements and all the services under this RFP shall be up and running on 24x7 basis within <b>12</b> weeks of date of award of contract
37	Section – III: Additional Conditions of Contract Page No. 23	9. Change Request	a) The Service Provider agrees that the requirements given in the RFP are broad requirements and are in no way exhaustive and may be modified at the sole discretion of Client, without any change in time or cost to Client	Request NeSL to delete the point or agree for change in commercial as the Bidder do not have the view on the Changes.	Change Order will be initiated as per Section – III: Additional Conditions of Contract, page no 24, 9 .Change Request.	
38	SECTION - IV – Schedule of Requirements Page No. 32	2. General Technical requirements	xxx. The bidder shall appropriately size and deploy required hardware/software to ensure smooth operation of tools, services, and solutions that are needed for functioning of IT /security setup implemented for NeSL. Such solutions may include but not limited to backup, helpdesk, PAM, HBSS, Active Directory, Antivirus, SIEM, patch management system, VAPT, EMS, AD, DNS, NTP etc. The bidder shall not carve out any such infrastructure from the items listed in the price schedule (Section-V[1-27]), as those are for running NeSL business applications.	The mentioned point includes AD, Patch Management , DNS, VAPT Tool. Should we consider all the Solutions as a part of the overall Infrastructure. Please suggest. If solutions to be considered, request NeSL to help with the sizing and kindly share the details on what all solutions are needed.	The Sizing to be done by the bidder for smooth operation as per approved design.	
39	SECTION - IV – Schedule of Requirements Page No. 33	2. General Technical requirements	The model of the equipment proposed shall be listed on the respective OEM website. BIS Registration under CRS of MeitY: Servers, Storage, Network and Security Devices provisioned shall have BIS registration under CRS (Compulsory Registration Order) of MeitY. The registration number shall be provided as part of the technical bid.	All the leading Firewall OEM's don't have BIS Certification. Request to include Indian or International certifications (ICSA/EAL+/NDPP, Common Criteria Certification or equivalent standards	Clause Amended	<b>Clause Amended as :</b> The model of the equipment proposed shall be listed on the respective OEM website.
40	SECTION - IV – Schedule of Requirements Page No. 37	3. Technical Specifications D. Network Requirements/Specifications:	14. WAF / Firewall to support Vertical and Horizontal Scaling	We are considering specific models of Physical Appliances 2 No's in HA to comply with Technical specification and RFP requirement. Please help with the Vertical and Horizontal Scaling requirement to size the Appliances accordingly.  Vertical/Horizontal Scaling is applicable to a Virtual Environment and cluster of appliances.	Clause Amended	<b>Clause stands deleted: 14. WAF / Firewall to support Vertical and Horizontal Scaling</b>
41	SECTION - IV – Schedule of Requirements Page No. 39	3. Technical Specifications E. Managed Security Services Specifications	9.As part of the managed services, the successful bidder shall conduct vulnerability assessment of the IT infrastructural facilities on a quarterly basis and shall provide advisory services for fixing the shortfalls identified during such vulnerability assessment/ penetration testing.	Request NeSL to provide the details for No of IP's and Asset count for VAPT.	All physical & virtual devices provisioned through this engagement.	
42	SECTION – V: Page No.71	Price Schedule	Security & Monitoring: 21) HBSS (AV+HIPS): (Host Based Security System, IPS/IDS at Host Layer) - Per No = 40	As per RFP Technical specification mentioned in e) server security / Antivirus: General specification point no 2 Statement says "The solution should be licensed for minimum 50 endpoints (Linux/Windows)" whereas commercial template has QTY as 40. Please confirm QTY	Clause Amended	<b>Clause Amended as :</b> SECTION - IV – Schedule of Requirements, 4. Detailed Technical Specifications > (e). Server Security /Antivirus) The solution should <b>support upto 100 endpoints</b> (Linux/Windows) . <b>Modification:</b> Section-V,point 21 HBSS (AV+HIPS)Host BasedSecurity System,IPS/IDS at Host Layer for 10 devices and requirement for 4 QTY
43	2 Page No. 32	General Technical requirements	xxx. Approximate initial sizing: Number of VMs - 38	Whether this is overall VMs QTY that includes both DC and DR or we need to consider similar QTY for DR as well? This given QTY is not similar to commercial template and Technical specification QTY. Please confirm right QTY	Quantity of 38 mentioned is only for infra deployed through this RFP.	
44	Section III	22	Resolution SLA for Incident	Resolution SLA for P1 & P2 cannot be a met, requesting relaxation to commit an industry standard or achievable SLA. i.e. 4Hrs for P1 & 8Hrs for P2	No Change in RFP condition	
45	Section III	22	Resolution SLA for Service Requests	Service Request may require longer based on various parameters and cannot be met in ideal scenario with given SLA for P1 & P2, Requesting relaxation to commit an industry standard or achievable SLA i.e. 8Hrs for P1 & 24Hrs for P2	In general all service requests are likely to be in P3 category, exceptions if any shall be dealt with fair discretion by NeSL	

46	Section IV	29	NeSL currently avails hosting services from a facility located in Hyderabad as a managed service. Through this RFP process, it is proposed to identify a second managed services partner to provide end-to-end infrastructure and managed services	Which is the preferred second location? Bangalore or Mumbai? Is there any RACI or defined process planned by NESL for Managing AD, DNS, GSLB, NFS/SQL replication etc. as it would create SLA ownership challenge if handled by existing Managed Service Provider & Bidder. Does NESL require resources seated in NESL premises or can the service be delivered from remote as Remote Infrastructure Managed Service?	a) Location as per the requirement specified in the RFP document. b) Respective MSP will manage the services for their location. NeSL will facilitate the replication by involving both the MSPs as required. Detailed SOP will be detailed out at the time of signing the agreement. c) MSP resources can be remote and need not be seated in NeSL premises.	
47	Section IV	29	The bidder at his own cost shall get the solution architecture and implementation reviewed by the respective OEM, to ascertain adherence to best practices. Any recommendations shall be remediated by the service provider and closure report from OEM/authorized partner be provided to NeSL within the implementation period. This will be part of the acceptance criteria after which billing shall commence. The above report is required for all security solutions, WAN, LAN, Storage, and compute environment (physical as well as Virtual).	For virtual, do we need OEM review for the virtualization stack?	Clause Amended	<b>Clause Amended as:</b> The bidder at his own cost shall get the solution architecture and implementation reviewed by the respective OEM, to ascertain adherence to best practices. Any recommendations shall be remediated by the service provider and closure report from OEM/authorized partner be provided to NeSL within the implementation period. This will be part of the acceptance criteria after which billing shall commence. The above report is required for all security, network, backup and storage solutions.
48	Section IV	31	Selected bidder shall carryout hardening of OS (Operating System), patch management activity and other configuration on OS etc. Selected bidder shall undertake BIOS, OS, etc. upgrade based on CVE/CWE notifications or feeds from Cert-IN/NCIIPC etc and approval by NeSL (during the entire contract period).	Dependency on NESL Governance team to provide change window.	Yes, NeSL will review and approve the downtime window proposed by bidder	
49	Section IV	31	RPO & Data Consistency for MySQL / NFS	How does NESL plan to check data consistency during a DR or restoration	Bidder to propose a plan.	
50	Section IV	32	The selected bidder should provide L1 support for OS layer (both physical hosts and VMs), Web layer (Nginx), App layer and MySQL Database. List of activities assignable to L1 shall be finalised with successful bidder.	Kindly define L1 activities and also provide details on who will provide L2 & L3 Support.	Clause Amended	<b>Clause Amended as:</b> The selected bidder shall provide managed services and support across all levels of support for the complete infrastructure. The selected bidder shall monitor and provide L1 support for Web Server (Nginx), Application Server (JBoss), MySQL Database. Required parameters for each such layer will be configured as per the requirements of NeSL. Bidder shall facilitate and implement any further support acquired from OEM, where required, upon approval from NeSL.
51	Section IV	32	The vendor shall review the Capacity utilization for network/security/storage and compute components on a quarterly basis and advise NeSL on the growth trends	Capacity of Site A = Site B. Please clarify the objective of capacity utilization review required	Successful bidder to monitor and review the infra deployed as per this RFP and give reports to NeSL on growth trends.	
52	Section IV	32	Successful bidder shall submit a detailed LLD (Low level design) along with schematic, IP addressing, security policies, capabilities of the proposed solutions etc., within 15 days from the date of issuance of PO	Will NESL provide IP scheme to be used within the network on day 1? Will NESL assign a dedicated resource to validate the design from Day 2? Will NESL conduct a joint review with the existing IP address / network design managed by existing service provider and the design provided from Bidder within the initial period.	Bidder is expected to propose the IP schema which will be validated by NeSL. There will be resources from NeSL to work jointly with bidder.	
53	Section IV	34	VM deployment and management, including VM Patching, cloning, Monitoring of Server and deployed VMs, to be included part of the costing	Will NESL provide a OS golden image to be used and the same be distributed to the Bidder?	Bidder has to develop the Golden Copy	
54	Section IV	35	Any component of the proposed solution should have proper support from OEM and not end of life and support service should be available for the next 5 years from the date of submission of bid.	If any OEM product within solution has a version that reaches end of life and support; Would NESL be ok to migrate to upgraded version?	Bidder may upgrade the infrastructure in consultation with NeSL, provided there is no additional cost to NeSL and such upgrades do not compromise the features and functioning of the overall solution.	
55	Section IV	36	Backup & Restoration	How many restoration tickets are expected in a day and expected restoration time / volume in GB per ticket	Data restoration is not a daily activity and will be performed as required.	
56	Section IV	30	Selected bidder shall provide all services to NeSL as per IT/IS policies of NeSL (such as Data Back-up, Patch Management, Password Policy etc.). The gist of such policies will be shared with the selected bidder. All such services shall be performed in alignment with ITIL service management framework.	How Block level replication is expected. If we are going to use block level replication, then patches will also be replicated which is done at DC end.	NFS filesystem alone needs to be replicated via block replication	
57	Section IV	31	Ensure data replication/reverse data replication to confirm to RPO of 5 minutes pertaining to NFS, MySQL master/slave	Block data is not mentioned, RPO will be determined post first DR Drill	8Kb Block size	
58	Section IV	31	The selected bidder shall submit a detailed project plan within 15 days from the date of signing of Contract. During implementation phase the selected Service Provider shall submit weekly reports on the progress of the project and the status as on the scheduled date and actual date of each activity detailing any deviation from baseline plan. The selected bidder shall take total responsibility for working out macro and micro level details of the project plan and the requirements while responding to this RFP.	Selected bidder shall submit the detailed project plan with in 4 weeks	No Change in RFP Conditions	
59	Section IV	31	On expiry/ termination/ cancellation of the Contract, the Service Provider shall willingly and un-conditionally transfer/ handover the data/ information stored in the IT set up to National E-Governance Services Limited, in usable form. The details of the modality/mechanism shall be drawn with successful bidder.	Migration of data to external sources will incur additional cost.	No change in RFP conditions.	
60	Section III	Clause 11 / Page No 25	NeSL may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay, non-performance, short performance, in services or other failure to perform its obligations under the contract, is the result of a Force Majeure.	Force Majeure can not be discretion of one party. If FM is triggered, it's the right of the aggrieved party to benefit from the remedies therein.	No change in RFP conditions.	

61	Section III	Clause 13/ Page No 26	The successful bidder shall indemnify, protect and save NeSL from/against all claims (financial, legal and other), losses, costs, damages, expenses, action suits and other proceeding, resulting from any one or more of the following cases during the Contract period pertaining to this project, a. any damage / loss to infrastructure for the reasons not attributable to NeSL. b. infringement of any law by the service provider or their employees / staff (own or outsourced) deployed by them, pertaining to intellectual property, patent, trademarks, copyrights etc, of NeSL. c. any claims by a third party, other statutory infringements in respect of the DC/DR sites and services provided by successful bidder. d. breach of confidentiality and/or information security obligations under this RFP, the subsequent contract, and/or the applicable law. e. failure by the service provider to perform its duties or failure to abide by the terms and conditions of this RFP and/or the subsequent contract. f. infringement of the Information Technology Act, 2000 or any applicable law by the successful bidder or the staff employed by the successful bidder.	Kindly removed following indemnity triggers: e. failure by the service provider to perform its duties or failure to abide by the terms and conditions of this RFP and/or the subsequent contract.	No change in RFP conditions.	
62	NA	NA	Limitation of Liability is missing	Kindly include following: The liability of bidder under the scope of this project (including all indemnities) is limited to the value of the dues payable to the bidder in the 12 months immediately preceding the event giving rise to the claim under the relevant order.	Clause Inserted	<b>Clause Inserted: Section-II,24: Limitation of Liability:</b> Except in cases of criminal negligence or willful misconduct, the aggregate liability of the successful bidder to NeSL, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of replacing the managed services provider and infrastructure, or to any obligation of the successful Bidder to indemnify NeSL concerning IPR infringement.
63	Section I		6. Bid submission checklist.	We noticed that the criteria/requirements mentioned under "6. Bid submission checklist." are not exactly matching with the ones specified under "Section – II: General Conditions of Contract: 1. Bidder Eligibility Criteria and 2. Technical Bid evaluation"  We are assuming that the final evaluation will happen based on the criteria mentioned under "Section – II: General Conditions of Contract: 1. Bidder Eligibility Criteria and 2. Technical Bid evaluation". Kindly confirm.	The bidder needs to submit the necessary and sufficient documents in support of Eligibility Criteria and Technical Requirements.  The final evaluation will happen based on the criteria mentioned under "Section – II: General Conditions of Contract: 1. Bidder Eligibility Criteria and 2. Technical specifications, requirements and features.	
64	Section I	6.A.6	6. The Bidder to provide an undertaking on his letter head that all the technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.  Letter of confirmation from the authorized representative of the bidder (self-certified letter)	Since bidders are asked to submit "Annexure – 4: Technical Compliance Summary" specified in Page no. 77, we request to remove the requirement of Undertaking.	No change in RFP conditions	
65	IV	XXXV/Page 32	The bidder shall propose complete SOC solution for the hosted infrastructure with appropriate tools, process and resources to monitor, manage, respond, recover from any security incident. The details of the solution shall be submitted in the technical bid. The rules, use cases, thresholds etc shall be finalized by the successful bidder in consultation with NeSL. NeSL requires a complete segregation of data, logs etc from other customers.		This means that in case the SOC is proposed in a multi-tenant model with dedicated instance for NeSL, Bidder shall ensure complete segregation of data and logs from other tenants in the SOC environment.	
66	Section II		1.11 11. Copies of at least 03 Purchase Orders / Customer certificates for providing managed Data Centre services to Government/PSU/Scheduled Banks received in past 3 years along with Name and contact details of customer representative.  The documents should support eligibility requirement stipulated at para 1(6), Section – II.  The customer who has issued the PO should be visible. A letter from authorized representative of the company in terms of status of execution of the PO should be enclosed (Not yet started/ Completed / Progress and billed)	Request to change the requirement as:  Copies of at least 03 Purchase Orders or Customer certificates for providing managed Data Centre services to Government/PSU/Scheduled Banks/Private&Enterprise Companies received in past 5 years.  The documents should support eligibility requirement stipulated at para 1(6), Section – II.  The customer who has issued the PO should be visible.	Clause Amended	<b>Clause amended as:</b> 11. Copies of at least three (3) Purchase Orders or Customer certificates for providing "Managed Data Centre Services" which are equivalent or larger in nature and size of infrastructure and IT services asked in this RFP, to Government/PSU/Scheduled Banks/Private & Enterprise Companies received in past 3 years.  The documents should support eligibility requirement stipulated at para 1(6), Section – II.  The customer who has issued the PO should be visible. A letter from authorized representative of the company in terms of status of execution of the PO should be enclosed (Not yet started/ Completed / Progress and billed)
67	Section II		1.1 <b>Section – II: General Conditions of Contract</b> <b>1. Bidder Eligibility Criteria</b> 1. The Bidder should be registered under Companies Act, 1956/2013 or Limited Liability Partnership Act, 2008 and should be in existence for minimum 5 years in India	Request to change the requirement as:  1. The Bidder should be registered under Companies Act, 1956/2013 or Limited Liability Partnership Act, 2008 and should be in existence for minimum <b>15</b> years in India.	No change in RFP conditions.	
68	Section II		1.3 <b>Section – II: General Conditions of Contract</b> <b>1. Bidder Eligibility Criteria</b> 3. The bidder's average turnover for the last 3 years shall be at least Rs 50 Crores from datacentre services. Last three (3) financial years means, FY 2020-2021, 2021–2022, 2022-2023.	Request to change the requirement as:  3. The bidder's average turnover for the last 3 years shall be at least Rs <b>500</b> Crores from datacentre services. Last three (3) financial years means, FY 2020-2021, 2021–2022, 2022-2023.	No change in RFP conditions.	

69	Section II		1.7 <b>Section – II: General Conditions of Contract</b> <b>1. Bidder Eligibility Criteria</b> 7. The offered datacentre should have either Uptime Institute Tier III (minimum) Certification of Constructed Facility OR TIA 942 certification with rating 3 (minimum) for the constructed facility valid over the entire contract period. The said certificates must have been issued in the name of the bidder.  Copy of Valid certificate (Uptime/ TIA-942). In case of validity getting expired during the envisaged project duration, the Bidder shall submit an undertaking to renew the same in due course.	Request to change the requirement as:  7. The offered datacentre should have either Uptime Institute Tier III (minimum) Certification of Constructed Facility OR TIA 942 certification with rating 3 (minimum) for the constructed facility valid over the entire contract period. The said certificates must have been issued in the name of the bidder or group company who provide DC services or Proposed DC Service Provider	Clause Amended	<b>Clause amended as:</b> Section – II: General Conditions of Contract 1. Bidder Eligibility Criteria 7. The offered datacentre should have either Uptime Institute Tier III (minimum) Certification of Constructed Facility OR TIA 942 certification with rating 3 (minimum) for the constructed facility valid over the entire contract period. <b>The said certificates must have been issued in the name of the bidder or group company who provide DC services.</b>
70	Section II		1.8 <b>Section – II: General Conditions of Contract</b> <b>1. Bidder Eligibility Criteria</b> 8. The DC infrastructure from which the services are offered should be in stabilized operations for at least 24 months prior to date of submission.  An undertaking from the bidder along with supporting documents.	To provide NeSL the latest DC features, we are evaluating our existing, new(recently built) as well as upcoming DCs for this project. Hence, request to change the requirement as:  8. The DC infrastructure from which the services are offered should be in stabilized operations for at least <b>12</b> months prior to date of submission.	Clause Amended	<b>Clause amended as :</b> Section – II: General Conditions of Contract 1. Bidder Eligibility Criteria 8. The DC infrastructure from which the services are offered should be in stabilized operations for at least <b>12 months</b> prior to date of submission. Under Marking Criteria:a) <b>12 months to 48 months:</b> 12 marks. b) <b>&gt; 48 months: 15 marks</b>
71	Section II		1.12 <b>Section – II: General Conditions of Contract</b> <b>1. Bidder Eligibility Criteria</b> 12. The proposed DC infrastructure from which the services are offered should have uptime of at least 99.982% for the past 3 years.  A self-certificate to this effect issued by authorized signatory should be submitted.	To provide NeSL the latest DC features, we are evaluating our existing, new(recently built) as well as upcoming DCs for this project. Hence, request to change the requirement as:  12. The proposed DC infrastructure from which the services are offered should have uptime of at least 99.982% for the past 3 years or since the date of Go-Live of the proposed Data Center	Clause Amended	<b>Clause amended as:</b> Section – II: General Conditions of Contract 1. Bidder Eligibility Criteria 12. The proposed DC infrastructure from which the services are offered should have uptime of at least 99.982% <b>in the last 12 months.</b>  A self-certificate to this effect issued by authorized signatory should be submitted.
72	Annexure I		73 <b>Annexure – 1: Covering Letter</b> We further confirm that we have read and understood all the terms/conditions/clauses stipulated in the RFP and agree to comply /abide by all the terms/conditions/clauses during the course of the RFP and subsequently if we are selected.	Considering the timelines and complexity of this project, it will be difficult for bidders to agree with all T&Cs mentioned in this RFP. Hence we kindly request to allow the bidders to submit their concerns in the form of Deviations which will be sorted out mutually during contract negotiation phase.	Clause Amended	<b>Clause amended as:</b> The 2nd para of Annexure - 1 is amended as given below: "We hereby declare that all the information and statements made in this document are true and we accept that any misrepresentation contained in it may lead to our disqualification. We further confirm that we have read and understood all the terms/conditions/clauses stipulated in the RFP, except for the deviations submitted in the bid document in our own format with relevant references and rational for seeking such deviation, which will not affect the overall RFP solution. We also agree to comply /abide by all the agreed terms/conditions/clauses during the course of the RFP and subsequently if we are selected."
73	Annexure 2		74 Annexure – 2: Authority Letter	Request to please accept a Board Resolution mentioning the name of the Authorized Signatory instead of the "Annexure – 2: Authority Letter"	Clause Amended	<b>Clause amended as:</b> Section-1,(6.Bid submission checklist.-3 Authority Letter (Annexure – 2) or Board Resolution mentioning the name of the Authorised Signatory
74	Annexure 3		75 Annexure – 3 Format of Bank Guarantee for EMD  b) This Guarantee shall remain in force up to.....(validity date) with claim a period till .....(claim date)(*one year beyond the validity of the BG)	In most of the Govt./PSU RFPs the date of EMD claim is same as date of EMD validity whereas NeSL is asking for one year to claim.  Request to kindly make the claim period and validity same.		<b>Clause amended as:</b> Annexure – 3 Format of Bank Guarantee for EMD  b) This Guarantee shall remain in force up to.....(validity date) with claim a period till .....(claim date)
75	Section I	Clause 7	7. <b>SLA &amp; Penalty:</b> <b>a) Service delivery:</b> 1) One-time installation and configuration services shall be completed within 8 weeks of the date of award of the contract. 2) Request for scaling of services pertaining to number and configuration of VMs, storage space, network bandwidth, shall be honored within 10 days of intimation from NeSL. If any deviation/delay is anticipated, the service provider shall seek formal prior approval from NeSL.	Request to extend the delivery timelines to 18 weeks from 8 weeks.	Clause Amended	<b>Clause Amended as:</b> 7. SLA & Penalty: a) Service delivery: 1) One-time installation and configuration services shall be completed within <b>12</b> weeks of the date of award of the contract.
76	Section III	Page No 59	Minimum 4 x 10G ports populated with 10G SFP+ appropriate transceivers & 4 x 1G RJ45 Ports provisioned from day one	Please clarify the Point as its Contridicting to Statement mentioned on Page no 35, Point no 11B.	No Change in RFP, Page no 59 refers to WAF specifications and Page no 35 is for compute & server/virtual machines specification.	
77						
78						
79	Section D - Point no 3.	Page no 36,	Internal traffic should be routed through managed L3 switches and not routed through internet facing firewall as per approved design.	Its recommended to passthrough internet traffic through firewall for packet level inspections. Are you recommending to terminate Internet on another L3 switches and pass that traffic from firewall. Please share Approved design as per clause.	No change in RFP. Internet links to be terminated on firewall . Internal traffic with necessary ACLs to be designed and implemented with support of L3 Switch.	
80			SLA			
81	ii (A)	Page- 21	Penalty for not meeting up-time requirements: Infrastructure Availability (all devices under the managed services) (Time measured in hours on monthly basis)	Maximum SLA penalties should be capped @ 5 % of the applicable Monthly Service Charges	No change in RFP conditions	

82	ii (B)	Page- 21	Internet Availability (Time measured in hours on monthly basis)	Maximum SLA penalties should be capped @ 5 % of the applicable Monthly Service Charges	No change in RFP conditions	
83			Payment Terms			
84	6 (C)	Page-19	A.The payments for providing datacentre services will be released on a QUARTERLY basis at the end of every quarter  B.The invoices for the services provided in the preceding three months must be submitted within 15 days of the end of the third month. The amount payable will be by NeSL, and payments shall be released within 45 days of submission of invoices subject to approval of same by NeSL.	Request to change the payment term as per below A.Monthly Data centre Services-Quarterly in Advance B.Request to release the payment within 30days of invoices	No change in RFP condition	
85			Transition			
86		16 Page-27	If existing Service Provider is in breach of this obligation, they shall be liable for paying a penalty of up to 10% of the cumulative "Monthly Support Cost" for the entire duration of transition period.	Kindly request to change as following If existing Service Provider is in breach of this obligation, they shall be liable for paying a penalty of up to 1% of the cumulative "Monthly Support Cost" for the entire duration of transition period.	No change in RFP condition	
87	IV	D. Network Requirements/Specifications:/Page- 37	10G Switches, WAF, Firewall in redundancy for respective floors.	Considering the devices in redundancy on respective floors - Does this mean 2 devices on each floor needs to be provisioned.FT also needs to be considered. Kindly clarify	No redundancy within the floor is envisaged at this stage.	
88	IV	C. Backup Solution:/Page - 36	4. Daily incremental, weekly full, retention 30 days. 12.Daily incremental backup for VMs and NFS – retained for 7 days. 13.Weekly full backup for VMs and NFS - retained for 30 days.	Please provide clarity on points 4,12 and 13. What about DB backups?	MSP will be responsible for DB backups also as per point 4	
89	IV	D. Network Requirements/Specifications:/Page 37	8. Connectivity from P2P/MPLS/Internet common termination point/meet-me room to the infrastructure provisioned through this RFP initially or subsequently upon request from NeSL shall be provided by the bidder without any additional cost to NeSL.	Please clarify this point.	For any additional network connectivity from the meet-me room to NeSL infrastructure that may be required in the future, there will be no additional cost to NeSL.	
90	IV	D. Network Requirements/Specifications:/Page 37	3. Internal traffic should be routed through managed L3 switches and not routed through internet facing firewall as per approved design. 4. 10G Managed L2 Switch.	Please specify correlate point 3 and 4	As per design the final network BOQ will be mutually discussed and finalised	
91	IV	D. Network Requirements/Specifications:/Page 37	14.WAF / Firewall to support Vertical and Horizontal Scaling	Please remove this clause as this components will be physical.	Clause Amended	<b>Clause stands deleted:</b> 14. WAF / Firewall to support Vertical and Horizontal Scaling
92		4. Detailed Technical Specifications/Page 39	a) Backup Software The proposed Backup software must offer host-based licenses with no restrictions on type of arrays (protecting heterogenous storage technologies), front end production capacity or backup to disk target capacity restrictions. Licenses and associated hardware should be supplied for both primary and DR site.	Why backup software license is required for primary site. Vendor should be responsible for the new DC setup hardware and license. Incase of immutable backup copy hardware will be factored for additional site and license is considered part of the same DC setup. Please clarify	Clause Amended	<b>Clause amended as:</b> a) Backup Software The proposed Backup software must offer host-based licenses with no restrictions on type of arrays (protecting heterogenous storage technologies), front end production capacity or backup to disk target capacity restrictions. Licenses and associated hardware should be supplied.
93	V- : Price Schedule	Page 71	Miscellaneous Infrastructure	Can we include additional infrastrucure and entire managed services price in this miscellaneous ;alternatively, please suggest where should we mention the Managed services price for Infrastrucure and Security managed services price.	Managed service cost should be factored in the respective line item of price schedule	
94	V- : Price Schedule	Page 69- 72	Indicative order quantity	RFP demands to have redundancy at each level and at each floor but the indicative quantity doesnt match the same. Please clarify.	No redundancy within the floor is envisaged at this stage.	
95	IV	Page 32	xxxv. The bidder shall propose complete SOC solution for the hosted infrastructure with appropriate tools, process and resources to monitor, manage, respond, recover from any security incident. The details of the solution shall be submitted in the technical bid. The rules, use cases, thresholds etc shall be finalized by the successful bidder in consultation with NeSL. NeSL requires a complete segregation of data, logs etc from other customers.	NeSL requires a complete segregation of data, logs etc from other customers. Does this mean	This means that in case the SOC is proposed in a multi-tenant model with dedicated instance for NeSL, Bidder shall ensure complete seggretation of data and logs from other tenants in the SOC environment.	
96	IV	A. Compute &Server/Virtual Machines Configurations/Specifications:/Page 34	3. DB server shall be Physical Server	Configuration for DB Server. Please specify	DB Server sizing as per Section V Row 27	
97	IV	B. Storage Specifications:/Page 35	4. Initial provisioning of 200TB. Expected 25% growth year on year. 5. NFS mounts to be shared across VM's with daily growth of 60GB.	200TB + NFS additional to be factored and growth rate of 60 GB	Initial storage sizing would be 200TB, NFS sizing is to carved out of 200TB	
98	IV	B. Storage Specifications:/Page 35	10. MySQL One master and Two slave nodes, each with 30TB of disk size for data and an annual growth rate of 25%	Same should be spread across floors or the same 3 nodes to be distributed across floors. Please specify.	MySQL master and one node to be on one floor and the second node to be on the second floor.	
99	IV	B. Storage Specifications:/Page 35				
100			SLA			

101	ii (A)	Page- 21	Penalty for not meeting up-time requirements: Infrastructure Availability (all devices under the managed services) (Time measured in hours on monthly basis)	Maximum SLA penalties should be capped @ 5 % of the applicable Monthly Service Charges	No change in RFP conditions	
102	ii (B)	Page- 21	Internet Availability (Time measured in hours on monthly basis)	Maximum SLA penalties should be capped @ 5 % of the applicable Monthly Service Charges	No change in RFP conditions	
103			Payment Terms			
104	6 (C)	Page-19	A.The payments for providing datacentre services will be released on a QUARTERLY basis at the end of every quarter  B.The invoices for the services provided in the preceding three months must be submitted within 15 days of the end of the third month. The amount payable will be by NeSL, and payments shall be released within 45 days of submission of invoices subject to approval of same by NeSL.	Request to change the payment term as per below A.Monthly Data centre Services-Quarterly in Advance B.Request to release the payment within 30days of invoices	No change in RFP conditions	
105			Transition			
106		16 Page-27	If existing Service Provider is in breach of this obligation, they shall be liable for paying a penalty of up to 10% of the cumulative "Monthly Support Cost" for the entire duration of transition period.	Kindly request to change as following If existing Service Provider is in breach of this obligation, they shall be liable for paying a penalty of up to 1% of the cumulative "Monthly Support Cost" for the entire duration of transition period.	No change in RFP conditions	
107	Section IV	3A/36	"a) Cryptographically signed firmware e) Secured Component Verification (Hardware integrity check) g) System Lockdown (requires iDRAC9 Enterprise or Datacentre. "	These are vendor specific terminology, request you to make it vendor neutral	Clause Amended	<b>Clause Amended as:</b> Section-IV 3A /8 a) Cryptographically/Digitally signed firmware e) Hardware integrity check g) System lockdown (Requires IPMI/OEM specific implementation of IPMI support)
108		3A/36	b) Data at Rest Encryption (SEDs with local or external key management)	If encryption required suggest to go with Advanced Encryption Standard (AES) and Triple Data Encryption Standard (3DES) on browser.	No change in RFP condition	
109		3A/36	9. VM deployment and management, including VM Patching, cloning, Monitoring of Server and deployed VMs, to be included part of the costing.	The proposed solution should provide single console with login access for overall management of deployed Hardware, Metering Tool, Hardware's utilization levels etc. Bidder also need to facilitate Bank to generate standard reports from the portal such as Installed Hardware and Software, Current Utilization Levels, Billing Cycle, etc.	No change in RFP condition	
110		3C/36	Backup Solution. 1. Separate Storage device for Backup.	Offered Disk based backup solution should be a purpose built backup appliance and shall be certified to work with leading Backup Applications vendors including Veritas, Data Protector, Veeam, Commvault, Zerto etc. Device Certification / Compatibility matrix with the above ISV software should be attached as part of the technical compliance.Offered device shall have separate dedicated drives for Operating System of appliance and shall not participate in data backup	No change in RFP condition	
111		3A/34	5.Servers of 3rd Generation or higher with Intel Xeon Gold Scalable processors, of 32 or more physical core for each socket with base frequency of 2.1GHz or higher and 2048GB or higher DDR4 RAM, 960GB NVME/BOSS with RAID 1. The servers shall be provided with Quad port 10G Fiber N/W ports, TPM, IPMI Port etc., fully populated from day to be used.	we suggest to consider the current 4th Generation Intel Gold Scalable processor of 32 cores, which offers DDR5 RAM. which offers better performance and future ready.	No Change in RFP condions. Bidder may offer 3rd Gen or 4th Gen Intel Xeon Gold processors with the specification. The processor should not be declared End of Sale by component OEM - M/s Intel.	
112	Section IV	11C/35	RHEL Version to be 7.9 or as per the recommendation by the bidder and upon the approval of NeSL.	Need further clarity. The current version of RHEL is 9.2. 7.9 is older version.	No change in RFP condition, required RHEL version to be finalised during implementation phase.	
113	Section V	10,11/69	Pricing Sheet	Additional storage upgrades(All flash) should be in multiples of 50TB capacity(as 25% annual growth is already mentioned in specs)	No change in RFP condition	
114		General clause		Backup storage and upgrades usable capacity to be mentioned in RAID 6 or equivalent	No change in RFP condition	
115		General Clause		As per my understanding DR storage all flash and backup to be provided but that I can't see in commercials , please clarify on this part also.	Section-V Row 13 to be referred	
116	Section IV	3A/34	Compute & Server/Virtual Machines Configurations/Specifications	For the Compute & Server kindly provide the complete VM, DB, ...details.	3 Physical Servers for DB and 3 for Virtualisation is envisaged at this stage	
117						

118		3B/35	Storage Specifications	For native replication kindly specify the existing storage details in DC. How Application VM's will be replicated. Please specify	Bidders are required to propose most suitable storage which should support native replication between DC and DR storage boxes and also should support metro replication out of the box. Based on the storage solution proposed by the successful bidder, similar storage will be provisioned in the other DC. Storage replication feature of the supplied storage box will be used to replicate the NFS.	
119	Section IV	3C/36	Backup Solution	Is there a specific RPO and RTO required to be achieved.	Clause amended.	<b>Clause amended as:</b> Section IV, Clause 2 (xviii.b). Ensure data replication/reverse data replication to confirm to RPO of 5 minutes pertaining to NFS, MySQL master/slave. <b>The RTO for entire infrastructure is 45 Minutes.</b>
120	Price Schedule_Sec V	Pricing for Managed services	Price Schedule	Please suggest where should we mention the Managed services price for Infrastrucure and Security managed services.	Managed service cost should be factored in the respective line item of price schedule	

Sl. No.	Section	Clause	Page No.	Brief Description of the Clause	Bidder Query	NeSL Response	Amended Clause
121	Section – I: Invitation of Bids	6. Bid Submission Checklist Point 4	6	Earnest Money Deposit (EMD) 2% of Bid Value	Bid Value will vary for all the bidders, hence, we request you to provide the estimated contract value, based on which bidder will furnish the EMD of the requisite value accordingly.	Clause Amended	<b>Clause amended as :</b> Section – I: Invitation of Bids > 6. Bid submission checklist. > Earnest Money Deposit (EMD) 25 Lakhs and in Annexure 3 Format of Bank Guarantee for EMD, the amount of bank guarantee is 25 Lakhs.
122	Section – I: Invitation of Bids	6. Bid Submission Checklist Point - 11	7	Copies of at least 03 Purchase Orders / Customer certificates for providing managed Data Centre services to Government/PSU/Scheduled Banks received in past 3 years along with Name and contact details of customer representative.  <b>Remarks:</b> The customer who has issued the PO should be visible. A letter from authorized representative of the company in terms of status of execution of the PO should be enclosed (Not yet started/ Completed / Progress and billed)	Kindly request you to modify the clause as follows:  Copies of at least 03 Purchase Orders / Customer certificates for providing managed Data Centre services to Government/PSU/Scheduled Banks/ <b>Enterprise customers</b> received in past 3 years along with Name and contact details of customer representative.  <b>Remarks:</b> The customer who has issued the PO/ <b>Work Order/Service Order</b> should be visible. A letter from authorized representative of the company/ <b>bidder</b> in terms of status of execution of the PO should be enclosed (Not yet started/ Completed / Progress and billed)	Clause Amended	<b>Clause amended as:</b> 11. Copies of at least three (3) Purchase Orders or Customer certificates for providing "Managed Data Centre Services" which are equivalent or larger in nature and size of infrastructure and IT services asked in this RFP, to Government/PSU/Scheduled Banks/ <b>Private &amp; Enterprise Companies</b> received in past 3 years.  The documents should support eligibility requirement stipulated at para 1(6), Section – II. The customer who has issued the PO should be visible. A letter from authorized representative of the company in terms of status of execution of the PO should be enclosed (Not yet started/ Completed / Progress and billed)
123	Section -II General Conditions of Contract	1. Bidder Eligibility Criteria Point 4	11	The bidder should have a positive net-worth in the last three financial years.  <b>Documents Required:</b> A certificate from a Chartered Accountant certifying positive net-worth of the bidder for last three financial years.	Kindly request you to modify the clause as follows:  The bidder should have positive net-worth* in the <b>last financial year i.e. FY 2022-23.</b>  <b>*Note: Net worth as per Ind-AS - 32 of accounting standards as notified under Section 133 of Companies Act, 2013.</b>  <b>Documents Required:</b> A certificate from a Chartered Accountant certifying positive net-worth of the bidder for the last financial year.		<b>Clause Amended as:</b> The bidder should have a positive net-worth in the <b>last financial year</b> , ie FY 2022-23 <b>and networth computation shall be as on 31st March 2023 based on audited financial statement. Networth should be as per Section 2(57) of the companies Act 2013 which defines this term.</b> Documents Required: A certificate from a Chartered Accountant certifying positive net-worth of the bidder for last financial year. <b>The method of computation/reconciliation should be furnished.</b>

Sl. No.	Section	Clause	Page No.	Brief Description of the Clause	Bidder Query	NeSL Response	Amended Clause
124	Section -II General Conditions of Contract	1. Bidder Eligibility Criteria Point 6	11	The bidder should have (i) received a minimum of 3 orders in the past 3 years for providing services similar to the services asked for in this RFP. (ii) and should have provided service for at least 2 years for at least one such order.  <b>Document Required:</b> Relevant documents such as PO copy/ Customer certificate shall be submitted along with technical bid. The names and contact details of these three clients shall be provided.	The bidder should have (i) received a minimum of 3 orders in the past 3 years for providing services similar to the services asked for in this RFP. (ii) and should have provided service for at least 2 years for at least one such order.  <b>Document Required:</b> Relevant documents such as PO copy/ Customer certificate/ <b>Service Order/Work Order</b> shall be submitted along with technical bid. The names and contact details of these three clients shall be provided.	Clause Amended	Clause amended as: The bidder should have (i) received a minimum of 3 orders in the past 3 years for providing services similar to the services asked for in this RFP. (ii) and should have provided service for at least 2 years for at least one such order.  <b>Document Required:</b> Relevant documents such as PO copy/ Customer certificate/ <b>Service Order/Work Order</b> shall be submitted along with technical bid. The names and contact details of these three clients shall be provided. <b>The submitted documents must contain information demonstrating duration of services, scope and nature of work assigned to you covering following but not limited to infrastructure that has been provided, services including security related services etc..</b>
125	Section -II General Conditions of Contract	1. Bidder Eligibility Criteria Point 9	12	The geographical location of the proposed Data Centre facility should be within 100 kms of Mumbai zero point.	Please confirm, the zero point referred here is St. Thomas Cathedral in Fort, Mumbai.	No change in RFP conditions.	
126	Section -II General Conditions of Contract	1. Bidder Eligibility Criteria Point 11	12	The premises where the proposed data center is located should either be owned by the bidder or must have a lease/rent agreement for the use of said premises for said purpose, valid for at least ten years from date of submission of bid.	The premises where the proposed data center is located should either be owned by the bidder or must have a lease/rent/ <b>Services</b> agreement for the use of said premises for said purpose, valid for at least <b>eight</b> years from date of submission of bid.	Clause Amended	<b>Clause amended as:</b> The premises where the proposed data center is located should either be owned by the bidder or must have a lease/rent/ <b>Services</b> agreement for the use of said premises for said purpose, valid for at least <b>eight</b> years from date of submission of bid. Such an agreement must have a provision for extension. Further agreement should not contain any clause which would impact services being offered and rendered to NeSL.
127	Section -II General Conditions of Contract	2. Technical Bid Evaluation Table: Evaluation Matrix Point 5	15	solution for replication of MySQL and NFS	Request to share the mechanism being used now for achieving both these and what is the change expected	NFS mount points are to be replicated from DC to DR using storage based replication method. MySQL replication is to be configured using native replication.	
128	Section -II General Conditions of Contract	2. Technical Bid Evaluation Table: Evaluation Matrix	16	Note: All experience calculations will be in reference to the date of release of RFP.	Kindly request you to modify the clause as follows:  Note: All experience calculations will be in reference to the date of submission of RFP.	No change in RFP conditions.	
129	Section – III Additional Conditions of Contract	2. Prices Point e	18	The prices shall be inclusive of all management/monitoring costs of the devices listed in Price Schedule (Section – V)	Our understanding is that the management and monitoring is restricted to devices being supplied as part of this RFP solution.  Please confirm.	Yes	

Sl. No.	Section	Clause	Page No.	Brief Description of the Clause	Bidder Query	NeSL Response	Amended Clause
130	Section – III: Additional Conditions of Contract	6. Payments	19	<p>c. The payments for providing datacentre services will be released on a QUARTERLY basis at the end of every quarter.</p> <p>d. The invoices for the services provided in the preceding three months must be submitted within 15 days of the end of the third month. The amount payable will be by NeSL, and payments shall be released within 45 days of submission of invoices subject to approval of same by NeSL.</p>	Invoicing and Payment should be on a monthly basis.	No change in RFP conditions.	
131	Section – III Additional Conditions of Contract	7. SLA & Penalty a-1	20	One-time installation and configuration services shall be completed within 8 weeks of the date of award of the contract.	The entire structure of the solution is built on a 'private cloud' model that requires procurement of various devices from multiple OEMs. Looking at the current shipment timelines of components, request to keep the timelines flexible and to be decided mutually based on OEM commitments at the time of contracting post award.	Clause Amended	<b>Clause Amended as:</b> 7. SLA & Penalty: a) Service delivery: 1) One-time installation and configuration services shall be completed within <b>12 weeks</b> of the date of award of the contract.
132	Section – III Additional Conditions of Contract	7. SLA & Penalty a-2	20	Request for scaling of services pertaining to number and configuration of VMs, storage space, network bandwidth, shall be honored within 10 days of intimation from NeSL.	The entire structure of the solution is built on a 'private cloud' model, scaling of different resources within this setup will have timelines proportional to availability of resources deployed / spares on site / new procurement to be done. In case 10 days is a fixed timeline, request NeSL to share the list of components that may need scalability along with tentative % of increase so that bidder can plan to keep adequate buffer to meet the timelines.	No change in RFP conditions.	
133	Section – III Additional Conditions of Contract	11. Force Majeure	25	NeSL may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay, non- performance, short performance, in services or other failure to perform its obligations under the contract, is the result of a Force Majeure. Force Majeure is defined as an event or effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, heavy rains, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder. In view of the business criticality of the services, pandemic, epidemic and subsequent lock-down due the same shall not be treated as force majeure.	<p>The red highlighted line is <b>requested to be removed</b> because any pandemic, epidemic or subsequent lockdown are beyond the reasonable controls of the Bidder, and such circumstances fall within the controlling action of the State authorities.</p> <p>For Example: Covid-19 pandemic instance</p>	No change in RFP conditions.	
134	Section – III Additional Conditions of Contract	17. Termination	27	The successful bidder acknowledges and agrees that timely performance of all obligations is the essence of contract. In case of any delay, under or non-performance, NeSL will issue a 15 days' notice period to the bidder. If the bidder fails to take satisfactory action to make good the said delay or non-performance, within the notice period, NeSL may terminate/ cancel the contract without assigning any reason.	Request to increase the 15 days notice period to <b>30 days notice period</b> in the business interest.	No change in RFP conditions.	

Sl. No.	Section	Clause	Page No.	Brief Description of the Clause	Bidder Query	NeSL Response	Amended Clause
135	Section – III Additional Conditions of Contract	22. Interpretation of the clauses in the RFP Document / Contract Document	28	In case even after clarification during pre-bid meeting and any amendment to RFP thereafter bidder finds any ambiguity/ dispute in the interpretation of any of the clauses in this RFP, the interpretation of the clauses by Managing Director & CEO of NeSL shall be final and binding on all parties.	This position is arbitrary and biased.  1. <b>Request for removal</b> of the red highlighted line or; 2. <b>Revise</b> the red highlighted line in the best business interest of both the parties as under:  <i>"the joint interpretation of the clauses by Managing Director &amp; CEO of NeSL and of the Bidder shall be final and binding on all parties."</i>	No change in RFP conditions.	
136	Section - IV Schedule of Requirements	1. Scope Para 1	29	NeSL currently avails hosting services from a facility located in Hyderabad as a managed service. Through this RFP process, it is proposed to identify a second managed services partner, to provide end to-end infrastructure and managed services.	Our understanding is that the current setup will continue to function as the DC with existing vendor / MSP and the scope of this RFP is limited to providing DR site with managed services. Please clarify.	The existing DC site will continue and the new setup deployed through this RFP will initially act as DR site. However, post implementation NeSL will use both sites alternatively as DC and DR and intends to run complete bussiness operations from respective sites.	
137	Section - IV Schedule of Requirements	1. Scope Para 3	29	Data replication is envisaged to be on IPSEC VPN Tunnel over the internet with appropriate security measures for data protection.	a. Is bidder expected to provide P2P link for replication? If yes, please share the capacity, link type, termination device details at DC and link SLA expected.	Not required. The replication is expected over the IPsec VPN , to be established over the internet link provided.	
138	Section - IV Schedule of Requirements	1. Scope Para 3	29	Data replication is envisaged to be on IPSEC VPN Tunnel over the internet with appropriate security measures for data protection.	Please share the HLD of the WAN architecture envisaged between the DC and DR.	Not required. The replication is expected over the IPsec VPN , to be established over the internet link provided.	
139	Section - IV Schedule of Requirements	1. Scope Para 3	29	Data replication is envisaged to be on IPSEC VPN Tunnel over the internet with appropriate security measures for data protection.	Please share the internet bandwidth required at the data center.	Refer Section V Price Shedule	
140	Section - IV Schedule of Requirements	1. Scope Para 3	29	Data replication is envisaged to be on IPSEC VPN Tunnel over the internet with appropriate security measures for data protection.	Please share the number and type of cross connects required for you to terminate any additional links like P2P, MPLS, third-party, etc.	Initial requirement of cross connects can be derived from the information in the RFP. Future requirements will be communicated as and when such requirement arises.	
141	Section - IV Schedule of Requirements	1. Scope Para 3	29	The successful bidder shall also provide technical training for 10 resources of NeSL on the solutions offered.	Please share the tentative scope and duration of this training.	Training scope would be on the technology stack and services proposed by the bidder, and will be finalised with the succesfull bidder.	
142	Section - IV Schedule of Requirements	2. General Technical requirement i	30	The selected bidder shall ensure that the solution shall work as desired and the bidder is also responsible to supply and install any other components that is inadvertently missed out but required for the overall solution to work, without adding any line item in the Bill of Materials.	Any additional component / quantity / effort required to deliver services to meet incremental requirements from NeSL once the bidder is selected will lead to increased scoping and commercials.	No change in RFP conditions.	
143	Section - IV Schedule of Requirements	2. General Technical requirement ii	30	The proposed "High Availability" solution shall be deployed in two different floors with distribution of underlying infrastructure with adequate redundancy for all components (other than storage and backup infrastructure). The deployment shall be based on design/layout signed-off by NeSL.	Our understanding is that storage and backup infra can be deployed only on a single floor. Please confirm.	Yes, storage and backup infra will be deployed on one of the floors to begin with.	

Sl. No.	Section	Clause	Page No.	Brief Description of the Clause	Bidder Query	NeSL Response	Amended Clause
144	Section - IV Schedule of Requirements	2. General Technical requirement ii	30	The proposed "High Availability" solution shall be deployed in two different floors with distribution of underlying infrastructure with adequate redundancy for all components (other than storage and backup infrastructure). The deployment shall be based on design/layout signed-off by NeSL.	Can bidder propose 2 server halls in the same floor?	No change in RFP conditions.	
145	Section - IV Schedule of Requirements	2. General Technical requirement ii	30	The proposed "High Availability" solution shall be deployed in two different floors with distribution of underlying infrastructure with adequate redundancy for all components (other than storage and backup infrastructure). The deployment shall be based on design/layout signed-off by NeSL.	The overall quantity of each type of component is very low as per BoQ in the RFP, request to share the design on how they are to be placed in different floors / server halls. For example, there are only 2 firewalls needed, how will they be placed across multiple floors? Similarly there are 7 servers, how do we split them? So on for other components too.	No change in RFP conditions. The distribution of equipment/devices will be finalised with the successful bidder.	
146	Section - IV Schedule of Requirements	2. General Technical requirement ii	30	In the end state (upon provisioning of additional storage device), NeSL should be able to run operations even if one of the floors in the datacentre becomes non-functional.	Request details as per previous query	No change in RFP conditions. Clause itself is self explanatory. Also, please refer previous response.	
147	Section - IV Schedule of Requirements	2. General Technical requirement iv	30	The bidder shall ensure that NeSL's infrastructure are hosted in dedicated racks with adequate measures for access control, both physical and logical.	Please confirm if the racks need Access Control too, or will it suffice to provide access control for the overall multi-tenant server hall.	At a minimum each rack provisioned for NeSL shall have unique physical lock and key mechanism .	
148	Section - IV Schedule of Requirements	2. General Technical requirement vi	30	Vendor shall be responsible for all implementations such as creation, configuration, management of IT components stipulated under this RFP, including but not limited to virtual machines etc.	RFP covers details of physical infra and license to be provided. In order to estimate the efforts required to implement and configure them (beyond basic installation), request to share the architecture and implementation scope too.	No Change in RFP conditions. NeSL will share the configuration details with the successful bidder.	
149	Section - IV Schedule of Requirements	2. General Technical requirement xi	30	Selected bidder shall provide all services to NeSL as per IT/IS policies of NeSL (such as Data Back-up, Patch Management, Password Policy etc.). The gist of such policies will be shared with the selected bidder. All such services shall be performed in alignment with ITIL service management framework.	Any additional component / quantity / effort required to deliver services to meet the policy, if discovered at a later stage once the bidder is selected will lead to increased scoping and commercials.	No change in RFP conditions.	
150	Section - IV Schedule of Requirements	2. General Technical requirement xii	30	New Installation/ configuration/Commissioning – Coordination with all third party Selected by bidder or NeSL shall be the responsibility of the selected bidder	RFP covers details of physical infra and license to be provided. In order to estimate the efforts required to implement and configure them (beyond basic installation), request to share the architecture and implementation scope too.	No change in RFP conditions.	
151	Section - IV Schedule of Requirements	2. General Technical requirement xv	31	Bidder shall provision dedicated independent switching infrastructure for the management/Out-of-Band (OoB) of computing, networking and security devices.	There are 2 L3 Switches with 24 X 10 Gbps, 2 L2 Switches with 48 X 10 Gbps and 1 L2 Switch with 24 X 10 Gbps. Please share the design of this deployment. Our understanding is that we will have to factor additional 1G copper switches beyond above devices for OoB network.	As per design the final network BOQ will be mutually discussed and finalised with successful bidder. OOB switches to be planned by bidder. Please refer Section-IV Clause 2 (xv)	
152	Section - IV Schedule of Requirements	2. General Technical requirement xvii	31	The selected bidder shall provide necessary services for DC/DR activities	Please share the scope with RACI between existing DC provider, existing DC MSP and bidder for clear demarcation of ownership. Since DC is managed by another party, RTO, RPO ownership cannot be owned by a single party.	RACI will be decided in consultation with both the service providers since both sites will function as DC and DR alternatively.	
153	Section - IV Schedule of Requirements	2. General Technical requirement xviii	31	Successful bidder shall coordinate with existing DC service provider to facilitate DR Drills broadly covering but not limited to the following.	Please share the scope with RACI between existing DC provider, existing DC MSP and bidder for clear demarcation of ownership. Since DC is managed by another party, RTO, RPO ownership cannot be owned by a single party.	RACI will be decided in consultation with both the service providers since both sites will function as DC and DR alternatively.	

Sl. No.	Section	Clause	Page No.	Brief Description of the Clause	Bidder Query	NeSL Response	Amended Clause
154	Section - IV Schedule of Requirements	2. General Technical requirement  xxvi	32	The selected bidder should provide L1 support for OS layer (both physical hosts and VMs), Web layer (Nginx), App layer and MySQL Database. List of activities assignable to L1 shall be finalised with successful bidder	Request to share the scope expected for each managed service.	Clause Amended	<b>Clause Amended as:</b> The selected bidder shall provide managed services and support across all levels of support for the complete infrastructure. The selected bidder shall monitor and provide L1 support for Web Server (Nginx), Application Server (JBoss), MySQL Database. Required parameters for each such layer will be configured as per the requirements of NeSL. Bidder shall facilitate and implement any further support acquired from OEM, where required, upon approval from NeSL.
155	Section - IV – Schedule of Requirements	2. General Technical Requirements  xxvi.	32	The selected bidder should provide L1 support for OS layer (both physical hosts and VMs), Web layer (Nginx), App layer and MySQL Database. List of activities assignable to L1 shall be finalised with successful bidder.	Who would be the contact for L2 and L3 support and how will the ticketing flow from our L1 to your identified L2 & L3.	Refer above response	
156	Section - IV Schedule of Requirements	2. General Technical requirement  xxx	32	Approximate initial sizing	Please share detailed sizing of 38 VMs spread across 325 vCPUs and 5TB RAM. Also mention the contention ratio. This will impact managed services efforts as well as licensing quantities.	Exact VM sizing will be shared with the successful bidder	
157	Section - IV Schedule of Requirements	2. General Technical requirement  xxx	32	Bidder may compute the backup solution storage based on the above initial deployment and factor 20% annual growth	Please share the backup policy.	Refer Section IV Clause:3 C	
158	Section - IV Schedule of Requirements	2. General Technical requirement  xxxii	32	The proposed rack space will include adjacent 2 (two) rack space available for future expansion on both floors, with the first right of refusal.	Our understanding is that 2 rack spaces per floor / server hall. Please confirm.	Two adjacent rack spaces apart from the populated racks for each floor.	
159	Section - IV Schedule of Requirements	2. General Technical requirement  xxxviii	33	The model of the equipment proposed shall be listed on the respective OEM website. BIS Registration under CRS of MeitY: Servers, Storage, Network and Security Devices provisioned shall have BIS registration under CRS (Compulsory Registration Order) of MeitY. The registration number shall be provided as part of the technical bid.	While this may be sought from OEMs being proposed as part of physical device deployments. This is not viable for services being offered, since underlying devices may already be deployed in a multi-tenant mode based on best of breed solutions. Please confirm if this understanding is correct.	Clause Amended	<b>Clause Amended as:</b> The model of the equipment proposed shall be listed on the respective OEM website.
160	Section - IV – Schedule of Requirements	3. Technical Specifications  A-3	34	DB server shall be Physical Server	Please share the configuration for the DB server, and database preference	DB Server configuration as per Section V Row 27, Database: refer section V Row 16	
161	Section - IV Schedule of Requirements	3. Technical Specifications  A-11-e	35	The solution shall provide the ability to publish updates and patches to any number of virtual desktops/applications without affecting user settings, data or preferences	Please elaborate this requirement, under server specifications what tool is expected to perform desktop and application patching?	Clause Amended	<b>Clause amended as:</b> A.11.e The solution shall provide the ability to publish updates and patches to any number of virtual instances without affecting configurations and data. The required tool ( if any ) is to be provisioned by the bidder.
162	Section - IV Schedule of Requirements	3. Technical Specifications  A-11-g	35	The solution should have the ability to provide a separate management interface for a separate set of users (Role Based Access).	Please elaborate this requirement, under server specifications what tool is expected to perform RBAC?	Bidder is expected to provide a solution	

Sl. No.	Section	Clause	Page No.	Brief Description of the Clause	Bidder Query	NeSL Response	Amended Clause
163	Section - IV Schedule of Requirements	3. Technical Specifications A-11-j	35	The solution should be linearly scalable. By adding more compute and storage capacity, we should be able to roll out the platform to more users without changes in architecture.	Please clarify, what platform is being referred here?	NeSL application platform	
164	Section - IV Schedule of Requirements	3. Technical Specifications A-11-k	35	Administrators should be able to centrally control the access to mass storage devices. The Solution should be compatible with the SSL/IPSEC VPN	Please clarify, which solution is being referred here to control access to mass storage and compatible with SSL/IPSEC VPN under compute specifications	Storage dashboard should be accessible over SSL/IPSEC VPN tunnel terminated at firewall.	
165	Section - IV Schedule of Requirements	3. Technical Specifications B-4	35	Initial provisioning of 200TB	Please confirm if this 200TB is over and above the 400GB storage allocated per VM and 3x30TB allocated for MySQL?	The 200TB is the base storage sizing and all other requirement to be carved out of it.	
166	Section - IV Schedule of Requirements	3. Technical Specifications B-17	36	Async/Sync replication between DC and far DR (WAN replication) over FC and IP	Please share details of storage and FCIP Router deployed at existing site where this will connect to receive the replication	The proposed solution by successful bidder will be replicated at the existing DC site to facilitate replication.	
167	Section - IV Schedule of Requirements	3. Technical Specifications C-7	36	Should have min 4x10G ports. Bidder to design and compute network ports suitably to support concurrent backup and restore	Please clarify if a dedicated backup appliance is expected or can we propose backup as a service?	Dedicated backup solution Section IV 3 C	
168	Section - IV Schedule of Requirements	3. Technical Specifications D-8	37	Connectivity from P2P/MPLS/Internet common termination point/meet-me room to the infrastructure provisioned through this RFP initially or subsequently upon request from NeSL shall be provided by the bidder without any additional cost to NeSL.	Please share the number of third party links (P2P, IBW, MPLS) links and their media types that would get terminated in our DC so that necessary cross connects can be factored	Such connectivity shall be as per requirement that may arise anytime during the contract period	
169	Section - IV Schedule of Requirements	3. Technical Specifications D-9	37	HA Network devices to be connected via Fiber.	Please elaborate this requirement	HA network devices are deployed across floors and hence the need of fiber connectivity.	
170	Section - IV Schedule of Requirements	3. Technical Specifications D-11	37	Public IPs provisioned shall be from the same dedicated subnet	Please clarify how many Public IPs are required	Refer Section V row 3	
171	Section - IV Schedule of Requirements	3. Technical Specifications E-8	38	As part of managed services, successful Bidder shall critically analyze and advise NeSL on the security threats and existing vulnerabilities. The bidder shall advise NeSL on measures to be taken on its Network/Security/Computing infrastructure to protect against these vulnerabilities. Bidder shall also provide suggestions on the requirement of any additional component to strengthen the overall security posture.	Our understanding is that NeSL expects bidder to provide VAPT services on proposed infra. Please confirm if this activity can be done twice a year or does the frequency need to be increased?	Refer Section IV Clause:3 E (9) , Quarterly VAPT	
172	Section - IV Schedule of Requirements	4. Detailed Technical Specifications a	39	Backup Software	Please clarify if we can propose backup as a service from our existing multi-tenant offerings or you want a dedicated backup solution specific to your environment?	Dedicated backup solution Section IV 3 C	
173	Section - IV Schedule of Requirements	4. Detailed Technical Specifications c	42	SNMP based EMS (Enterprise Management System)	Deployment of a dedicated EMS expected will lead to additional efforts and complexities. Can we use our multi-tenant tools since management for the devices are expected from us?	In case the bidder is proposing in a multi-tenant model with dedicated instance for NeSL, Bidder shall ensure complete segregation of data and logs from other tenants .	
174	Section - IV Schedule of Requirements	4. Detailed Technical Specifications c	42	SNMP based EMS (Enterprise Management System)	Where will these tools be deployed? Is there capacity available in the compute nodes being procured as part of this RFP?	Refer Section V row 28	

Sl. No.	Section	Clause	Page No.	Brief Description of the Clause	Bidder Query	NeSL Response	Amended Clause
175	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  d) PAM  Brand & Technology	46	The solution should be "Leader" or "Challenger" in the Gartner Magic Quadrant for last three consecutive years.	As per the provisions of the Public Procurement Preference to Make in India Order 2017 issued by MeitY, a memorandum was published on December 20, 2022, no. P-45014/33/2021-BE-II-(E-64737), and it is to be noted that restrictive conditions such as Gartner Magic Quadrant should not result in unreasonable exclusion of suppliers who would otherwise be eligible and technically compliant.  We sincerely request NeSL to drop this clause.  Ref link - <a href="https://www.meity.gov.in/writereaddata/files/OM%20to%20All%20Ministries%20Depts%20wrt%20common%20eg%20of%20restrictive%20and%20discriminatory%20conditions%20against%20local%20suppliers%2012202022.pdf">https://www.meity.gov.in/writereaddata/files/OM%20to%20All%20Ministries%20Depts%20wrt%20common%20eg%20of%20restrictive%20and%20discriminatory%20conditions%20against%20local%20suppliers%2012202022.pdf</a>	No change in RFP conditions.	
176	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  d) PAM  Scope & Licenses  Point 1	46	1 Onsite OEM certified Resource to ensure PAM solution is up & running	As DC Operations are assumed to be 24*7, the requirement for PAM resource is mentioned only for one on site resource. How would other shifts be handled?	Clause deleted	<b>Clause deleted:</b> 1 Onsite OEM certified Resource to ensure PAM solution is up & running
177	Section - IV Schedule of Requirements	4. Detailed Technical Specifications  f	51	SIEM	Is a dedicated SIEM expected, or can we use our multi-tenant tools since management for the devices are expected from us.	In case the SOC is proposed in a multi-tenant model with dedicated instance for NeSL, Bidder shall ensure complete segregation of data and logs from other tenants in the SOC environment.	
178	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  f) SIEM  Point 7	51	The proposed solution must provide storage for long term trend visualization and analysis.	Please advise the duration for which the raw logs are required to be stored?	Retention of logs for a minimum period of 180 days to be maintained either within the solution or with the support of a separate syslog collector. In either case hot storage for 30 days logs to be available in SIEM for security analytics.	
179	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  f) SIEM  Point 17	51	The proposed solution built-in case management system. All activity must be tracked as part of the case history, providing real-time status and a tamper-proof audit trail.	Please confirm if Audit trail to be maintained for old case management. If yes, what is the aging limit in months to preserve the old case?	For 180 days	

Sl. No.	Section	Clause	Page No.	Brief Description of the Clause	Bidder Query	NeSL Response	Amended Clause
180	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  g) NG Firewall Architecture	52	The proposed NGFW solution architecture should have Control Plane separated from the Data Plane in the Device architecture itself, whereby Control Plane should handle Management functions like configuration, reporting and route update & Data Plane should handle Signature matching (like exploits, virus, spyware, CC#), Security processing (like apps, users, content/URL, policy match, SSL decryption, app decoding etc) & Network Processing (like flow control, route lookup, MAC lookup, QoS, NAT etc).	Every OEM has its own software and hardware architecture to deliver the required technical functionalities. Kindly request you to remove the point to allow leading OEMs to participate.	No change in RFP conditions.	
181	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  g) NG Firewall  Next Generation Firewall Features  Point 4	53	The NGFW must have GUI based packet capture utility within its management console with capability of creating packet capture filters for IPv4 and IPv6 traffic and ability to define the packet and byte count	Packet captures are standard way of capturing packets for analysis and troubleshooting and byte count is not relevant here as for complete diagnosis, we should not restrict on byte counts. Bytes can be predicted for troubleshooting, hence request to kindly revise this clause.  <b>Revised Clause:</b> The NGFW must have GUI based packet capture utility within its management console with capability of creating packet capture filters for IPv4 and IPv6 traffic and ability to define the packet and OR byte count.	Clause amended	<b>Clause amended as:</b> The NGFW must have GUI based packet capture utility within its management console with capability of creating packet capture filters for IPv4 and IPv6 traffic and ability to define the packet Rest of the clause remains the same.
182	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  g) NG Firewall  Next Generation Firewall Features  Point 9	54	The firewall must have the capability to create DOS prevention policy to prevent against DOS attacks on per zone basis (outbound to inbound, inbound to inbound and inbound to outbound) and ability to create and define DOS policy based on attacks like UDP Flood, ICMP Flood, SYN Flood(Random Early Drop and SYN cookie), IP Address Sweeps, IP Address Spoofs, port scan, Ping of Death, Teardrop attacks, unknown protocol protection etc	Features and Functionality of firewall depends upon the architecture which vary from OEM to OEM. Kindly request to revise this clause.  <b>Revised Clause:</b> The firewall must have the capability to create DOS prevention policy to prevent against DOS attacks on per zone basis (outbound to inbound, inbound to inbound and inbound to outbound) and ability to create and define DOS policy based on attacks like UDP Flood, ICMP Flood, SYN Flood(Random Early Drop and OR SYN cookie), IP Address Sweeps, IP Address Spoofs, port scan, Ping of Death, Teardrop attacks, unknown protocol protection etc.	Clause amended	<b>Clause amended as:</b> The firewall must have the capability to create DOS prevention policy to prevent against DOS attacks on per zone basis (outbound to inbound, inbound to inbound and inbound to outbound) and ability to create and define DOS policy based on attacks like UDP Flood, ICMP Flood, SYN Flood(Random Early Drop and OR SYN cookie), IP Address Sweeps, IP Address Spoofs, port scan, Ping of Death, Teardrop attacks, unknown protocol protection etc. Rest of the clause remains the same.
183	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  g) NG Firewall  URL Filtering features  Point 1	55	NGFW should protect against evasive techniques such as cloaking, fake CAPTCHAs, and HTML character encoding based attacks	Features and Functionality of firewall depends upon the architecture which vary from OEM to OEM. Kindly request to revise this clause.  <b>Revised Clause:</b> NGFW should protect against evasive techniques such as cloaking, fake CAPTCHAs, and HTML character encoding based attacks.	No change in RFP conditions.	
184	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  g) NG Firewall  Network Address Translation  Point 4	56	The proposed firewall shall support Dual Stack IPv4 / IPv6 (NAT64, NPTv6)	The required NPTv6 feature can also be achieved via NAT66. As features varies from OEM to OEM, we request to amend the point for maximum participation.  <b>Revised Clause:</b> The proposed firewall shall support Dual Stack IPv4 / IPv6 (NAT64, NPTv6 / NAT66).	No change in RFP conditions.	

Sl. No.	Section	Clause	Page No.	Brief Description of the Clause	Bidder Query	NeSL Response	Amended Clause
185	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  g) NG Firewall  Routing and Multicast support  Point 2	56	The firewall must support FQDN instead of IP address for static route next hop, policy based forwarding next hop and BGP peer address	Today, every service provider router which is the next hop to the firewall will have a known IP address in the same subnet as of firewall WAN interface. FQDNs are only helpful when we do not know the IP address or IPs are dynamic. Since ISP provides the static IP, there is no need for FQDN to be mentioned in the next hop or BGP peer. If FQDN is used as a static route next hop, that FQDN must resolve to an IP address that belongs to the same subnet as the interface you configured for the static route; otherwise, the firewall rejects the resolution and the FQDN remains unresolved. Request to kindly modify this point.  <b>Revised Clause:</b> The firewall must support FQDN instead of IP address for static route next hop or destination address or policy based forwarding next hop and BGP peer address.	Clause Amended as	<b>Clause amended as:</b> The firewall must support FQDN instead of IP address for static route next hop or destination address or policy based forwarding next hop and BGP peer address. Rest of the clause remains the same.
186	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  h) Web Application Firewall (WAF) Specifications  Hardware  Point 1	59	Virtualization feature that virtualizes the device resources – including CPU, memory, network, operating system and acceleration resources. Each virtual SLB instance contains a complete and separated environment of the following:	Kindly specify the number of virtual instances needed from Day-1  OR  Kindly request you to include atleast 5 number of virtual instances from Day-1 and scalable to 10 for future requirement with additional license.	No change in RFP conditions. Up to 2 Instances from Day 1NO	
187	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  h) Web Application Firewall (WAF) Specifications  Hardware  Point 2	59	The ADC must use its own Hypervisor which should be a specialized purpose build hypervisor and NOT a commercially available hypervisor like XEN, KVM etc. The software should provide the ADC operating system with an underlying microservices platform layer.	Kindly specify the number of virtual instances needed from Day-1  OR  Kindly request you to include atleast 5 number of virtual instances from Day-1 and scalable to 10 for future requirement with additional license.	No change in RFP conditions.	
188	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  h) Web Application Firewall (WAF) Specifications  Hardware  Point 3	59	Minimum 4 x 10G ports populated with 10G SFP+ appropriate transceivers & 4 x 1G RJ45 Ports provisioned from day one. The proposed hardware must support minimum 20 Gbps of SSL throughput (bulk encryption) Appliance must provide minimum SSL TPS of 30K with RSA 2K keys. Minimum compression throughput of 20 Gbps L4/L7 throughput 40 Gbps/30 Gbps Minimum Usable WAF throughput in production environment - 1 Gbps	The current WAF throughput asked is 1 Gbps. Please clarify why the bulk encryption and compression throughput of 20Gbps is required.  We feel that this is very high and not co-related to each other and request to relook in the clause and reduce the numbers appropriately.	No change in RFP conditions.	

Sl. No.	Section	Clause	Page No.	Brief Description of the Clause	Bidder Query	NeSL Response	Amended Clause
189	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  h) Web Application Firewall (WAF) Specifications  Hardware  Point 7	60	2) Hardware based Compression: Solution should be able to provide cost-effective offloading of traffic compression processing to improve page load times and reduce bandwidth utilization.	Every OEM has its own way of doing the compression without impacting the performance of the device. Hence, request you to modify the clause:  <b>Revised Clause:</b> Hardware/Software based Compression: Solution should be able to provide cost-effective offloading of traffic compression processing to improve page load times and reduce bandwidth utilization.	No change in RFP conditions.	
190	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  h) Web Application Firewall (WAF) Specifications  Hardware  Point 19	61	WAF correlation should identify complex attack chains, and not just aggregate events based on attacks or sources along with advanced BOT detection mechanism based on smart combination of signature-based and heuristic analysis.	For advance BOT protection, additional license needs to be considered. Calculation of license requires the information of number of BOT hits per month/yearly. Please provide the requested details.	No change in RFP conditions. Bidder to assess and size accordingly	
191	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  h) Web Application Firewall (WAF) Specifications  Hardware  Point 23	61	The Solution must protect against HTTP, HTTPS and Application layer DOS and DDOS attacks including stress based DOS and Heavy URL attacks. The solution must support all the common web application vulnerability assessment tools (Web application scanners) including Webinspect, Acunetix, Qualys, Rapid 7, Appscan, etc (or) Equivalent vulnerability assessment tools to virtually patch web application vulnerabilities. Necessary logs to be generated for audit and compliance.	We do provide the integration with Webinspect.  Kindly request you to specify the name of a single product which is already present in the environment. Every OEM has its own way of doing the same. We request you to modify the clause.  <b>Revised Clause:</b> The Solution must protect against HTTP, HTTPS and Application layer DOS and DDOS attacks including stress-based DOS and Heavy URL attacks. The solution must support any one of the common web application vulnerability assessment tools (Web application scanners) including Webinspect, Acunetix, Qualys, Rapid 7, Appscan, etc (or) Equivalent vulnerability assessment tools to virtually patch web application vulnerabilities. Necessary logs to be generated for audit and compliance.	Clause amended	<b>Clause amended as:</b> The Solution must protect against HTTP, HTTPS and Application layer DOS and DDOS attacks including stress-based DOS and Heavy URL attacks. The solution must support any one of the common web application vulnerability assessment tools (Web application scanners) including Webinspect, Acunetix, Qualys, Rapid 7, Appscan, etc (or) Equivalent vulnerability assessment tools to virtually patch web application vulnerabilities. Necessary logs to be generated for audit and compliance. Rest of the clause remains the same.
192	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  h) Web Application Firewall (WAF) Specifications  Hardware  Point 26	61	System should support inbuilt ability or integration with any 3rd party solution to encrypt the user credentials in real time at the browser level (data at rest) before the traffic hits the network so as to protect the credentials especially password, Aadhar number or any othersensitive parameter to protect from cyber actors, key loggers and credential stealing malwareresiding in the end user's browsers. Necessary logs to be generated for audit and compliance	The requirement to "Encrypt the user credentials in real time at the browser level (data at rest)" is an OEM specific clause which is not a part of a WAF solution.  Kindly request you to remove this specific requirement.	Clause deleted	<b>Clause Deleted:</b> System should support inbuilt ability or integration with any 3rd party solution to encrypt the user credentials in real time at the browser level (data at rest) before the traffic hits the network so as to protect the credentials especially password, Aadhar number or any othersensitive parameter to protect from cyber actors, key loggers and credential stealing malwareresiding in the end user's browsers. Necessary logs to be generated for audit and compliance

Sl. No.	Section	Clause	Page No.	Brief Description of the Clause	Bidder Query	NeSL Response	Amended Clause
193	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  h) Web Application Firewall (WAF) Specifications  Hardware  Point 28	61	c) ZERO DAY ATTACK PROTECTION should be provided by behaviour-based protection with automatic signature creation against unknown, zero-day DDoS attacks.	Kindly request you to modify the clause.  <b>Revised Clause:</b> ZERO DAY ATTACK PROTECTION should be provided by behaviour-based protection with automatic signature creation against unknown, zero-day layer-7 DDoS attacks." as this is for WAF related solution which is for L7 traffic.	The protection is for L7 traffic	
194	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  h) Web Application Firewall (WAF) Specifications  Hardware  Point 30	62	Proposed solution should be capable of identifying the Client IP address through Geo-location IP database and provide controls to prevent identity theft, financial fraud and espionage activities. WAF should allow IP addresses or IP range for bypassing applied security policy for specific application but should not bypass for others.	When an IP has been categorized as an Attacker IP then that IP becomes a source of all kinds of Web attacks which can impact any application within the environment. It opens up a threat landscape for a false negative. We recommend to remove this clause as this does not make any specific sense and negates the protection policy defined for WAF applications.	Clause amended	<b>Clause amended as:</b> Proposed solution should be capable of identifying the Client IP address through Geo-location IP database and provide controls to prevent identity theft, financial fraud and espionage activities.
195	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  h) Web Application Firewall (WAF) Specifications  Hardware  Point 36	62	WAF must provide inbuilt or via 3rd party integration the capability of API security including support for uploading swagger file and protect leakage of user credentials accessing the web applications using HTML field Obfuscation to protect against malware-based attacks and the solution should have capability to protect Credential Attacks that can steal credentials from the user's browser to avoid cyber exploits. It should be able to authenticate users based on browser type and version, operating system type and version. Necessary logs to be generated for audit and compliance.	We have an inbuilt API protection module which requires an additional license.	API protection should be provisioned as part of the proposed solution.	
196	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  h) Web Application Firewall (WAF) Specifications  Hardware  Point 43	63	The solution must support integration with third party DAST tool to perform virtual patching for its protected web applications. The solution must support all the common web application vulnerability assessment tools (Web application scanners) including Webspect, Acunetix, Qualys, Rapid 7, Appscan etc. to virtually patch web application vulnerabilities.	We do provide the integration with Webspect.  Kindly request you to specify the name of a single product which is already present in the environment. Every OEM has its own way of doing the same. We request you to modify the clause.  <b>Revised Clause:</b> The Solution must protect against HTTP, HTTPS and Application layer DOS and DDOS attacks including stress-based DOS and Heavy URL attacks. The solution must support any one of the common web application vulnerability assessment tools (Web application scanners) including Webspect, Acunetix, Qualys, Rapid 7, Appscan, etc (or) Equivalent vulnerability assessment tools to virtually patch web application vulnerabilities. Necessary logs to be generated for audit and compliance.	Clause amended	<b>Clause amended as:</b> The Solution must protect against HTTP, HTTPS and Application layer DOS and DDOS attacks including stress-based DOS and Heavy URL attacks. The solution must support any one of the common web application vulnerability assessment tools (Web application scanners) including Webspect, Acunetix, Qualys, Rapid 7, Appscan, etc (or) Equivalent vulnerability assessment tools to virtually patch web application vulnerabilities. Necessary logs to be generated for audit and compliance. Rest of the clause remains the same.

Sl. No.	Section	Clause	Page No.	Brief Description of the Clause	Bidder Query	NeSL Response	Amended Clause
197	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  h) Web Application Firewall (WAF) Specifications  Hardware  Point 45	64	The solution must protect against FTP, SMTP, HTTP, HTTPS and Application layer Dos andDDOS attacks including stress-based DOS and Heavy URL attacks	Kindly request you to modify the clause.  <b>Revised Clause:</b> The solution must protect against FTP (over Http), SMTP (over Http), HTTP, HTTPS and Application layer Dos and DDOS attacks including stress-based DOS and Heavy URL attacks.	No Change in RFP conditions	
198	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  h) Web Application Firewall (WAF) Specifications  Hardware  Point 47	64	The Solution should support VRF like capabilities to support overlapping address space just like route-domain. This is a must to support multiple applications/clients accessing simultaneously on same IP address space.	Route-domain is more of a OEM specific term. As Virtualization has been asked in 1st and 2nd point, hence request you to modify the clause.  <b>Revised Clause:</b> The solution should support separate routing table for every vADC/ virtual instance. A virtual instance should be completely isolated from layer 3 to layer 7 of OSI model including it resources like memory and cpu.	No Change in RFP conditions	
199	Section - IV – Schedule of Requirements	4. Detailed Technical Specifications  h) Web Application Firewall (WAF) Specifications  Hardware  Point 51	64	The proposed solution must support SSL VPN and Single Sign On functionality on same hardware solution running on same OS version from same OEM in future.	SSL VPN and SSO are the features of a firewall. These features are mostly used in perimeter layer where firewall is placed. WAF is placed next to the servers where these technologies doesn't exist.  Hence, request you to remove this clause as it is no relevance to WAF Services.	Clause deleted	<b>clause deleted:</b> The proposed solution must support SSL VPN and Single Sign On functionality on same hardware solution running on same OS version from same OEM in future.
200	-	-	-	General	Our understanding is that the managed services shall be delivered from our delivery centers/proposed data centers. Please confirm.	Yes	
201	-	-	-	General	Several licenses cannot be bought and converted to Opex as a licensing model. Hence request to consider service provider based licensing models also for certain ISV / OEM / Software components where applicable as per ISV / OEM / Software components compliance policies	No change in RFP conditions	
202	Section – I: Invitation of Bids	3. Key Events & Dates	4	Last date and time of submission of bids 27th November 2023, 15:00 Hrs. Monday	Considering the upcoming festive season and Diwali holidays, we kindly request for an extension of atleast 2 weeks for the submission of a comprehensive proposal.	Clause Amended	<b>Clause amended as:</b> Last date and time of submission of bids : <b>7th December 2023, 15:00 Hrs. Thursday</b> Date and time of opening of “Technical Bids”: <b>7th December 2023, 15:30 Hrs. Thursday</b>