

Corrigendum-1 Dated 08/04/2024
Tender No CO:BSD/ELEC:23-24:2818 for Appointment of Consultant for Building Data Centre
The pre-bid reponse to the queries are as under-

S No	Page	Section	PRE BID QUERIES RFP FOR NEW DATA CENTRE CONSULTANT	SUGGESTIONS	Bank's Response
1			The data center will have about 10,000 sq ft of floor space for computing infrastructure, is expected requiring up to 2 MW of power initially and should be scalable to future requiremen	Please mention the tentative plot area that has been assigned/ purchased / identified	Approc 1.5 to 2acres
2			The work involves design and construction of data Centre at assigned land /plot purchased/identified for the purpose and expected to be completed within three(3) years of award of work	The completion date will be decided mutually after resolving all the technical queries.	Date shall be from award of work/PO
3			A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP		Yes RFP terms are binding.
4			Validate engineering design . Clarify scope of concept design , detailed design. It also mentions it shall conform to tier-III design , requirment	The T&C will be agreed upon after mutual discussion.	Terms and Conditions shall be as per RFP
5			SOW ph 1	Require reconfirmation on followings 1.Scope for site assessment, concept design and detailed design both construction and MEP work , we presume in our scope . 2.What RFP , Boq we need to prepare? Is it related to scope for associate consultants Or Scope of civil , MEP works for data center	Scope of Consultant includes Associates also for allied works
6				built ? Please clarify. 3.Fees to be paid to statutory authority , liaison consultants shall be paid by you directly. 4.We understand scope of services does not include	only Statutory payments by bank seperatly (on production of receipt)
7			SOW Ph iii	Please clarify the scope and requirement for soil testing in this phas	Soil testing etc the Evaluation of the reports and advise to Bank .
8			Commercial Bid The quoted price for the project shall remain unchanged till the completion of the project. Consultant to factor all its expenses like travelling, boarding, lodging etc. Apart from amount specified in commercial bid, no other expenses will be paid by the Bank.	commercial bid , all travel expenses including accommodation , fooding & local conveyance related to inspection ,testing outside Mumbai shall be to your account	No Change
9			The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances: • The selected bidder commits a breach of any of the terms and conditions of the bid/contract	Request bank to finalise this during contracting phase. Kindly consider below: A)In case of breach, bidder should be given remedial period to cure any breach within mutually agreed timelines. B)Further, such breach should be solely attributable to the bidder. Request bank to kindly	No Change
10			Exit option-Notwithstanding anything contained in this Agreement, the Bank shall be entitled to terminate the agreement with the Vendor without assigning any reason at any time by giving thirty(30) days prior written notice to the Vendo	Please amend the clause requesting the bank to first clear all the dues beforehand, in case of proceeding with the out of term exit.	No Changfe
11			Subcontracting- The vendor shall not subcontract or permit anyone other than its personnel or related firms / entities to perform any of the work, service or other performance required of the vendor under the contract. The bidder may have associate consultant of various service like AC ,fire protection, electrical etc and any other expertise for establishing Data Centre	Please amend the clause requesting the bank for engagement of associate consultants (our partner) for delivery of architecture and civil / structural consultancy and any statutory consultancy. And all above services shall be delivered remotely as far as possible except face to face	Bank shall not Engage any associate ,however Consultant to engage reputed associates required for the work.
12			The liquidated damages will be an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (under the terms and conditions of the contract) by the vendor and the consultancy company / firm shall be liable to pay the Bank as liquidated damages at the rate of .25% of the total contract value of each assignment for delay of every week or part thereof (for final certification) with maximum limit of 10% of contract value	Request bank to mutually discuss and finalize during contracting stage. Kindly consider below: 1) Delay as mentioned should be solely attributable to bidder which remain unremedied within agreed cure period 2) Kindly consider LD limit as 5% of value of impacted services under each	No Change

13		Delays in Bidder's Performance- The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the bidder and if the issue is not resolved then resort to any or all of the following: 1. Claiming Liquidated Damages 2. Termination of the purchase agreement fully or partly and claim liquidated damages 3. Forfeiting of Earnest Money Deposit / Invoking PBG Bank Guarante	Request to finalize this at contracting stage. Kindly consider below: 1) Bidder will strictly adhere to the schedule, however, bidder should be given a chance to remedy delay within agreed cure period if any. Hence, kindly include provision for cure period 2) Such delay should be solely attributable to Bidder 3) In case there is delay, LD to be made sole and exclusive remedy. Once maximum LD is reached, Bank would have termination right as per clause 51 on liquidated	No Change
14		Penalty- All Deliverables / reports need to be submitted within 15 days from the actual deliverable date / completion of the activity. A penalty will be imposed on delay on account of the Bidder on submitting the necessary Deliverables / reports @ 2.5% of order value per month and part thereof subject to maximum 10% of order value. The bidder need provide Credit Note towards penalty imposed as and when required.	Kindly consider LD limit as 5% of value of impacted services under each assignment for delay	no Change
15		The Bank reserves the right to conduct an audit / ongoing audit of the services provided by the bidder. The Bank reserves the right to ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects	Request bank to finalise this during contracting stage. Kindly consider prior notice before Bank's audits the service provide	Statutory Requirement No Change
			Please amend the payment terms as the one proposed by you will be difficult to adhere to	
17		Bidder must have average annual TO of Rs 50Cr for three financial years (2020-21,2021-22,2022-23)	Request you to consider exemption for MSME registered vendors. Further would request your attention to CVC guidelines of turnover requirement being only 1.2 times of the value of the contract (in this case consulting fee that Central Bank of India has decided for this project). Request you revise the MAAT - Minimum Average Annual Turnover Requirement as Per CVC Guidelines.	No Change
18		1) Area /Tier level (I/II/III) /completion time with PO /completion certificate. (5)marks) a)5000 sq ft to 7000sqft b)7000 - 10000 sq ft c) > 10000 sq ft	Request you to please clarify marking system for point a,b,c. Likewise please clarify marking system for corresponding attributes in sub segment in points 2,3,4 & 5 also.	maximum marks 30,10 marks for each projects shall be further subdivided:for Subheads 1 to 4 ,2marks each and for subheads 5&6 1mark each . further for subhead 1, one mark for having data centre of area from 5000s ft to 10000sft ,two mark for more than 10000sft .Bidders to mention the Best three projects only .(Marking by Bank's committee decision shall be final)
19		Proposed detailed concept/design/technology for building complete data centre consisting of Civil/Mechanical/electrical (MEP) services/fire protection/AC/power /any other allied services for complete tier III Data Centre of initially 2Mva capacity scalable to future requirement. (Data centre of 5000sft area) covering all the above aspects as in point 3 above.	Please provide plot dimensions and Google location of the plot so that we can prepare a relevant and more usefull presentation for your kind perusal and review.	Presently not available Bidder to design considering DC area of 5000sft
20		Conduct feasibility study, due diligence and risk analysis for the Land/plots shortlisted by bank for establishing DC	Please clarify any EMI/EMP study to be done?	No Change
21		Ease of access to Public Cloud. Redundancy of IT & Non-IT Infrastructure, Resiliency.	Is IT part in scope of work? Please note that in S.No 5 Under "scope of work", it is mentioned that design of computing infrastructure will not be in the scope of work.	deleted
22		Design ,Supervision and Project Management" complete end to end solution for building a state-of-the-art (tier III)/smart Data Centre with AI/ML capabilities on specified land identified by the bank for the purpose.	Kindly clarify if the land where the data centre would be build has already been identified by the Bank? If not, will bank require SP's involvement for selection of the land?	Land not Identified .consultant to only evaluate its suitability for Data Centre

23		Bank shall not exercise right to audit more than twice in a financial year	We request the Bank to restrict the right to audit to relevant services under this RFP only and if advance notice is provided. We cannot agree to an overarching provision for conducting audits	Pertaining to this RFP, The Bank shall exercise right to audit	
24		Notwithstanding anything contained in this Agreement, the Bank shall be entitled to terminate the agreement with the Vendor without assigning any reason at any time by giving thirty(30) days prior written notice to the Vendor	We request the Bank to make the Right to terminate mutual.	No Change	
25		Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information.	JLL shall remain the owner of IP in any and all work product prepared by JLL and shall provide the client and worldwide royalty-free license to use the same. Kindly confirm.	no change	
26		The Successful Bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of license, permits and certificates and payment of taxes where required.	JLL will comply with its own policies formed in accordance with the relevant law.	No change as per applicable guidelines	
27		The Bill of Material for Appointment of Consultant for Core Banking Project is mentioned in a separate file named BILL OF MATERIAL	Request the Bank to kindly share the file named BILL OF MATERIAL, as we are unable to find it in the RFP document.	The Commercial Bill of Materia format is given below-	
				Total Consultancy fees for the entire project as RFP Scope of Work	Total Amount in Rs (Excluding GST)
28		Conduct feasibility study, due diligence and risk analysis for the Land/plots shortlisted by bank for establishing DC.	How many land properties need to be considered under Technical Due diligence and feasibility check scope of work?	we presume it will be 4 to 5 sites however the numbers shall be known after shortlisting the offers received by the bank.	
29		The design should be adaptable for three possible type up of computing infrastructure: air cooled, liquid immersion cooling, direct contact liquid cooling.	Please advise how many data halls are required that are Air cooled , Liquid immersion cooled and direct contact cooled?	It will Depend uponon the proposed Design	
30		Coordinate and work along with the Bank's Team to define the road map for the Bank's Data Center requirement.	Can we have organization structure of the Bank's team who will be involved in this assignment? We assume the Bank will assign SPOC for SP to coordinate for all the activities? Please confirm.	not required at this stage, Shall be provided when required .	
31		Design of computing infrastructure will not be in the scope of work.	Does the SP need to factor in concept designing as the part of Scope during land finalisation stage or CBI will appoint seperate design or concept design consultant to check the suitability of land as per requirement? Kindly confirm	Computing Infrastructure is not part of scope of RFP. But land suitability evaluation is part of the scope of this RFP	
32		Evaluation of identified Land for suitability for Data Centre Construction, Preparation of layout drawings and design of proposed building for construction of new DC on the plot, approvals and Budgetary estimates for construction and MEP services complete.	Does SP scope also include Quantity Survey during Preconstruction for appointment of suitable partner for build or it is going to be RFP for Design & Build of the DC wherein each vendor will provide their own BOQ which needs to be negotaited to the best case possible?	Consultant is required to prepare RFP for Building complete Data Centre along with BOQ,	
33			What is the status of land finalisation?	In process	
			What is the status of appointment of any other consultant like liasioning for statutory approval?	This is Part of this RFP Consultants Scope	
34			Whether the land needs to be identified through the SP?	No, Consultant to evaluate only suitability of Identified land by the Bank	
35		Tender Ref mentioned CO:DIT:PUR:2021-22:347		Entire RFP tender ref no may be Read as CO/BSD/Elect:23-24:2818	
36		Some place typographicalt mention appointment of consukltant for CBS contract renewal/core banking Project		Entire RFP it may be read as appointment of consultant for building Data Centre	
37		6 Manpower(TEC)		To be read as 5 marks for 10 qualified professionals &5 for Certifications total 10.	
38		Last date of bid submission has been extended to 24/04/2024 by 15:00 hrs			