

West Bengal State Electricity Distribution Company Limited
(A Government of West Bengal Enterprise)
(IT & Communication Cell)

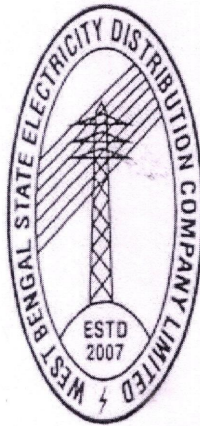
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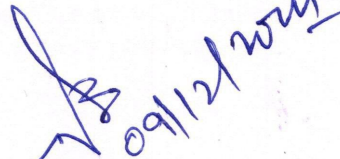
Memo No.: WBSEDCL/IT&C/114.00(RDSS)/ 771

Date: - 10.12.2024



Corrigendum and clarifications for DC/DRC infrastructure upgradation under IT /IT-OT
implementation at WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY
LIMITED

E-Tender No. WBSEDCL/IT&C/114.00(RDSS)/682 Dated 25.11.2024


09/12/2024
Chief Engineer
IT&C Cell, WBSEDCL

Definitions

Clarifications: In response to pre-bid queries , responses are issued to clarify the requirement of the employer. Clarification issued shall not be misinterpreted or construed in other way apart from the response to the clause.

Addendum: The additional clauses introduced, shall be considered as part of the contract thereafter.

Corrigendum: The clauses which are amended, shall be part of the contract thereafter

Note: The amendments/clarifications/Addendum issued in this document shall be treated as a part of Bidding Document from here and after and shall be read with the original Bidding Document and subsequently issued corrigendum documents.

Form 22. Declaration for compliance regarding Information Security in Project Management, Privacy Management, Biometric Data Protection, and Data Purging

[To comply with the controls outlined in ISO 27001:2022, the following, clauses addressing Information Security in Project Management, Privacy Management, Biometric Data Protection, and Data Purging has been mandatorily included in the Request for Proposal (RFP). The form shall be signed and uploaded by the Bidder in Bidder's letterhead and shall be included in the final Contract to the successful Bidder.]

Declaration for compliance regarding Information Security in Project Management, Privacy Management, Biometric Data Protection, and Data Purging

Project Management:

The Contractor/vendor/WBSEDCL shall comply with the following key security requirements throughout the project lifecycle:

1. Applications should include a unique username and password mechanism.
2. Ensure appropriate access controls are in place to prevent unauthorized personnel from accessing WBSEDCL's data. ·
3. Ensure that applications/tools are restricted from forwarding any data file information in electronic format to any email accounts other than those of WBSEDCL.
4. Ensure appropriate cryptographic controls are implemented wherever data is stored within the application.
5. Deploy adequate controls on systems supporting WBSEDCL business to protect them from any malicious software or virus attacks.
6. Enable audit trails in the application/tool.

Privacy:

The Contractor/vendor shall comply with all applicable data privacy and security laws, including, but not limited to, national privacy, security, and data protection laws, rules, and regulations. These include data privacy and security requirements, security breach and identity theft notification laws, and other rules governing the privacy, collection, use, disclosure, storage, and management of Confidential/Personal Information under this agreement.

Key data privacy measures include:

1. The Contractor/vendor shall respect the rights of data subjects, including rights to access, rectify, erase, restrict processing, and object to the processing of their personal data.
2. Appropriate technical and organizational measures shall be implemented to protect personal data against unauthorized or unlawful processing, as well as accidental loss, destruction, or damage.
3. In the event of a data breach, the affected party shall notify the other party without undue delay and take all necessary steps to mitigate the impact.
4. Personal data shall not be disclosed to or processed by third parties without the prior written consent of the data subject, except as required by law. Any third-party processing shall be governed by a written agreement ensuring compliance with this privacy clause.
5. Personal data shall be retained only as long as necessary to fulfill the purposes for which it was collected. Upon termination of this agreement, personal data shall be securely disposed of in accordance with applicable data protection laws and regulations.

Data Purging:

Upon termination of services, the Contractor/vendor shall remove WBSEDCL's data, content, and other assets from the cloud/other environments and certify the destruction of Virtual Machines (VMs), content, and data to WBSEDCL. The Contractor/vendor must ensure that the data cannot be forensically recovered. WBSEDCL may seek an undertaking from the Cloud Service Provider (CSP)

or Service Provider to confirm compliance.

Safeguarding Biometric Data:

1. Biometric data must be encrypted both in transit and at rest using strong encryption methods.
2. Strict access controls must be implemented to ensure that only authorized personnel with a legitimate need have access to biometric data.

Authorised Signatory for the Contractor
[Title]

Addendum

Sl. No.	Section	Section Name	Page No.	Existing clause	Amendment
1	General			In the case of a joint venture, the number of members of the JV shall not exceed 2 (Two) and all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms.	In the case of a joint venture, the number of members of the JV shall not exceed 3 (Three) and all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms.
2	Part I, Section 2,	2. Qualification Requirements 2.1. Technical Qualifications: PDF Page No 18	18	Bidder/ JV members (if any) should have successfully implemented Eligible Projects in any Indian/Global Utility Service Data Center) during the last ten (10) financial years: i. Aggregate project value not less than (50%) of the Estimated Project Cost ii. With project value of one such Eligible Projects not less than (30%) of the Estimated Project Cost OR Two such Eligible Projects with each having not less than (20%) of the Estimated Project Cost OR Three such Eligible Projects with each having not less than (15%) of the Estimated Project Cost Note: For calculation of project value of eligible projects, only project value of the portion of the project executed by the Sole/Lead Bidder shall be considered.	Bidder/ JV members (if any) should have successfully implemented and operated/implemented and managed Eligible Projects in any Indian/Global Utility Service Data Center/ PSU/State Data Centres) during the last Ten (10) financial years: i. Aggregate project value not less than (50%) of the Estimated Project Cost ii. With project value of one such Eligible Projects not less than (30%) of the Estimated Project Cost OR Two such Eligible Projects with each having not less than (20%) of the Estimated Project Cost OR Three such Eligible Projects with each having not less than (15%) of the Estimated Project Cost Note: For calculation of project value of eligible projects, only project value of the portion of the project executed by the Sole/Lead Bidder shall be considered.

Sl. No.	Section	Section Name	Page No.	Existing clause	Amendment			
3	Part I, Section 2,	2.1 , 2 Specific Project Experience,	18	Bidder/JV members (if any) should have minimum experience in implementing Eligible Projects in the last 5 (Five) financial years – - One (1) project of project value greater than INR 30 Crores - OR, Two (2) projects of project value greater than INR 15 Crores each, - OR, Three (3) projects of project value greater than INR 10 Crore each The projects must encompass at least 2 (Two) of the below 3 (Three) mandatory components for at least a Tier-3 Data Centre – A. On-Premises/Cloud Setup involving Servers, Storage, Network, and Enterprise Backup Solution B. Implementation of 10G and above Networking Solution with experience of implementation of Spine Leaf Architecture over a Software Defined Network. C. Implementation of a DC to DRC lift-and-shift migration in X86 and RISC architecture.	Bidder/JV members (if any) should have minimum experience in implementing and operating/implementing and managing Eligible Projects in the last 5 (Five) financial years – - One (1) project of project value greater than INR 30 Crores - OR, Two (2) projects of project value greater than INR 15 Crores each, - OR, Three (3) projects of project value greater than INR 10 Crore each The projects must encompass at least 2 (Two) of the below 3 (Three) mandatory components for at least a Tier-3 Data Centre – A. On-Premises/Cloud Setup involving Servers, Storage, Network, and Enterprise Backup Solution B. Implementation of 10G and above Networking Solution with experience of implementation of Spine Leaf Architecture over a Software Defined Network. C. Implementation of a DC to DRC OR DC lift-and-shift migration in X86 and RISC architecture.			
4	Part II, Section 6	6.6.1 Execution Period / Project Timeline ;	227	7 M6 Stabilization Period of Two Months 60 Months from LOI/LOA	<div>The amended clause is as follows –<table><tr><td>M6</td><td>Stabilization Period of Two Months</td><td>60 Weeks from LOI/LOA</td></tr></table></div>	M6	Stabilization Period of Two Months	60 Weeks from LOI/LOA
M6	Stabilization Period of Two Months	60 Weeks from LOI/LOA						
5	Part II, Section 6	6.3.4.2 Network	167	Router should be scalable to support up to 4000 tunnels (non-SDWAN) / 8000 SD_WAN tunnel (SD-WAN)	Router should be scalable to support up to 4000 tunnels (non-SDWAN) / 4000 SD_WAN tunnel (SD-WAN)'			
6	Part II, Section 6	6.3.4.2 Network	170	Solution should support automatic provisioning of NAC agents	Solution should support automatic provisioning of NAC agents or be an agentless solution			

Sl. No.	Section	Section Name	Page No.	Existing clause	Amendment
7	Part II, Section 6	6.3.4.2 Network	175	The solution should support enforcement of application whitelist policies on external security devices including SDN, Load balances and Firewalls	The solution should support enforcement/integration of/with application whitelist policies on external security devices including SDN, Load balances and Firewalls
8	Part II, Section 6	6.3.4.3. Backup Appliance with Backup Software	190	Offered device shall support emulation of both VTL and NAS target like NFS and CIFS	Offered device shall support emulation of both VTL and NAS target like NFS and CIFS
9	Part I, Section 3	Form 21: Format of Integrity Pact	132	<p>3.12. If the BIDDER/SUPPLIER or any employee of the BIDDER/SUPPLIER or any person acting on behalf of the BIDDER/SUPPLIER, either directly or indirectly, is a relative of any of the officers of the WBSEDCL, or alternatively, if any relatives of an officer of the WBSEDCL had financial interest/stake in the BIDDER's/SUPPLIER's firm, the same shall be disclosed by the BIDDER/SUPPLIER at the time of filling of tender.</p> <p>The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.</p>	<p>3.12. The BIDDER/SUPPLIER undertakes that, any employee of the BIDDER/SUPPLIER or any person acting on behalf of the BIDDER/SUPPLIER, connected directly or indirectly with the contract, is a relative of any of the officers of the WBSEDCL connected directly or indirectly with the contract, or alternatively, if any relatives of an officer of the WBSEDCL had financial interest/stake in the BIDDER's/SUPPLIER's firm, the same shall be disclosed by the BIDDER/SUPPLIER at the time of filling of tender.</p> <p>The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956</p>

Corrigendum

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
1	General			Any combination of such entities eligible as per 1.1 above, is also eligible to bid in the form of a joint venture (JV) as defined in Section 3, under an existing agreement.		A JV for the purpose of the project/contract here shall mean an unincorporated JV.
2	Part 1 - Section 2	Qualification Requirements 2.1. Technical Qualifications: Specific Project Experience	18	<p>Bidder/JV members (if any) should have minimum experience in implementing Eligible Projects in the last 5 (Five) financial years – - One (1) project of project value greater than INR 30 Crores - OR, Two (2) projects of project value greater than INR 15 Crores each, - OR, Three (3) projects of project value greater than INR 10 Crore each.</p> <p>The projects must encompass at least 2 (Two) of the below 3 (Three) mandatory components for at least a Tier-3 Data Centre –</p> <p>A. On-Premises/Cloud Setup involving Servers, Storage, Network, and Enterprise Backup Solution B. Implementation of 10G and above Networking Solution with experience of implementation of</p>	<p>Bidder/JV members (if any) should have minimum experience in implementing Eligible Projects in the last 10 (Ten) financial years – - One (1) project of project value greater than INR 20 Crores - OR, Two (2) projects of project value greater than INR 10 Crores each, - OR, Three (3) projects of project value greater than INR 7 Crore each</p> <p>The projects must encompass at least 2 (Two) of the below 3(Three) mandatory components for Data Centre –</p> <p>A. On-Premises/Cloud Setup/IT Infrastructure involving Servers, Storage, Network, and Enterprise Backup Solution B. Implementation of Networking Solution with experience of</p>	The clause shall remain unchanged.

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
				Spine Leaf Architecture over a Software Defined Network. C. Implementation of a DC to DRC lift -and-shift migration in X86 and RISCarchitecture	implementation of Spine Leaf Architecture over a Software Defined Network. C. Implementation of a DC to DRC lift -and-shift migration in X86 and RISC architecture.	
3	Appendix-1:	Appendix-1: TERMS ANDPROCEDURE S OF PAYMENT Supply Milestone	344	Supply of Network Hardware/Software - 20% Supply of Backup Device/Software/License - 20% Supply of Virtualization Software, Server, Storage Hardware - 30% Service: Installation/ Implementation, Integration, Migration, UAT, Go-Live, and Stabilization User Acceptance Test and Go-Live - 15% Post Go-Live Maintenance of the entire revamped Setup. 1.25% per quarter at the end of each quarter. - 15%	Supply of Network Hardware/Software - 25% Supply of Backup Device/Software/License - 25% Supply of Virtualization Software, Server, Storage Hardware - 30% Service: Installation/ Implementation, Integration, Migration, UAT, Go-Live, and Stabilization User Acceptance Test and Go-Live - 15% Post Go-Live Maintenance of the entire revamped Setup. - 5% (12Quarter)	The clause shall remain unchanged.

Sl. No .	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
4	Part I, Section 2,	2. Qualification Requirements 2.1. Technical Qualifications: PDF Page No 18	18	<p>Bidder/ JV members (if any) should have successfully implemented Eligible Projects in any Indian/Global Utility Service Data Center) during the last ten (10) financial years:</p> <p>i. Aggregate project value not less than (50%) of the Estimated Project Cost</p> <p>ii. With project value of one such Eligible Projects not less than (30%) of the Estimated Project Cost</p> <p>OR</p> <p>Two such Eligible Projects with each having not less than (20%) of the Estimated Project Cost</p> <p>OR</p> <p>Three such Eligible Projects with each having not less than (15%) of the Estimated Project Cost</p> <p>Note: For calculation of project value of eligible projects, only project value of the portion of the project executed by the Sole/Lead Bidder shall be considered.</p>	<p>"Bidder/ JV members (if any) should have successfully implemented /operated /managed Eligible Projects in any Indian/Global Utility Service Data Center/PSU/State Data Centres) during the last fifteen (15) financial years:</p> <p>i. Aggregate project value not less than (50%) of the Estimated Project Cost</p> <p>ii. With project value of one such Eligible Projects not less than (30%) of the Estimated Project Cost</p> <p>OR</p> <p>Two such Eligible Projects with each having not less than (20%) of the Estimated Project Cost</p> <p>OR</p> <p>Three such Eligible Projects with each having not less than (15%) of the Estimated Project Cost</p> <p>Note: For calculation of project value of eligible projects, only project value of the portion of the project executed by the Sole/Lead Bidder shall be considered."</p>	Please see Addendum for the updated clause.

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
5	Part I, Section 2,	2.1 , 2 Specific Project Experience,	18	<p>Bidder/JV members (if any) should have minimum experience in implementing Eligible Projects in the last 5 (Five) financial years –</p> <ul style="list-style-type: none"> - One (1) project of project value greater than INR 30 Crores - OR, Two (2) projects of project value greater than INR 15 Crores each, - OR, Three (3) projects of project value greater than INR 10 Crore each <p>The projects must encompass at least 2 (Two) of the below 3 (Three) mandatory components for at least a Tier-3 Data Centre –</p> <p>A. On-Premises/Cloud Setup involving Servers, Storage, Network, and Enterprise Backup Solution</p> <p>B. Implementation of 10G and above Networking Solution with experience of implementation of Spine Leaf Architecture over a Software Defined Network.</p> <p>C. Implementation of a DC to DRC lift-and-shift migration in X86 and RISC architecture.</p>	<p>Bidder/JV members (if any) should have minimum experience in implementing /operating /managing Eligible Projects in the last 7 (Seven) financial years –</p> <ul style="list-style-type: none"> - One (1) project of project value greater than INR 30 Crores - OR, Two (2) projects of project value greater than INR 15 Crores each, - OR, Three (3) projects of project value greater than INR 10 Crore each <p>The projects must encompass at least 2 (Two) of the below 3 (Three) mandatory components for at least a Tier 2/TIA942 Standard /Tier-3 Data Centre –</p> <p>A. On-Premises/Cloud Setup involving Servers, Storage, Network, and Enterprise Backup Solution</p> <p>B. Implementation of Data Centre Networking Solutions</p> <p>C. Implementation of a DC to DRC OR DC lift-and-shift migration"</p>	Please see Addendum for the updated clause.

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
6	Part I, Section 2,	2.1 ,3 Certifications	19	Bidder/All JV Members (if any) must have the following certificates which should be valid on the date of bid submission: i. ISO 9001:2015 ii. ISO 27001:2013 or latest iii. ISO 20000-1:2018 iv. CMMi Level 3	"Bidder/All JV Members (if any) must have the following certificates which should be valid on the date of bid submission: i. ISO 9001:2015 ii. ISO 27001:2013 or latest iii. ISO 20000-1:2018	The clause shall remain unchanged.
7	Part I, Section 2,	2.1, 4 Office location	19	The Bidder/Lead Bidder of the JV must have an office location in West Bengal/India for at least One (1) year prior to the submission of the bid. Certificate of Incorporation/Registration Documents should be submitted as proof of the same.	The Bidder/Lead Bidder of the JV must have an GST registered office location in West Bengal/India for at least One (1) year prior to the submission of the bid. Certificate of Incorporation/Registration Documents /GST Certificate should be submitted as proof of the same. OR the bidder /lead bidder is required to submit an undertaking that it will open a GST registered office in West Bengal /India within 45 days from the date of LOA/Contract Signing.	The clause shall remain unchanged.

Sl. No	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
8	Part I, Section 2,	2.1, 6, Certified resources for the Bidder.	19	<p>The Bidder/Lead Bidder for the JV shall have the following resources in their payroll with the following certifications –</p> <p>i. Two (2) Virtualization Service Expert with certification from the OEM named in their submitted Technical Bid</p> <p>ii. Two (2) Backup Solution Expert with certification from the OEM named in their submitted Technical Bid</p> <p>iii. Two (2) Networking Expert with certification from the OEM named in their submitted Technical Bid</p> <p>iv. Two (2) OS x86/RISC Expert with certification from the OEM named in their submitted Technical Bid (one of each)</p> <p>v. Two (2) Cloud Security Experts with Certification from any leading</p>	<p>The Bidder/Lead Bidder for the JV shall have the following resources in their payroll with the following certifications –</p> <p>i. Two (2) Virtualization Service Expert with certification from any Virtualization OEM</p> <p>ii. Two (2) Backup Solution Expert with certification from any Backup Solution OEM</p> <p>iii. Two (2) Networking Expert with certification from any Networking OEM</p> <p>iv. Two (2) OS x86/RISC Expert with certification from any Computing OEM</p> <p>v. Two (2) Cloud Security Experts with Certification from any leading Cloud Service Provider like Azure / AWS / Google Cloud/Equivalent</p>	The clause shall remain unchanged.

Sl. No .	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
9	Part I, Section 1,	Part 1 - Bidding Procedures and Requirements, Performance Security ,	13	The Performance Security amount is 10% of Contract Price excluding GST.	Please amend to as follows : The Performance Security amount is 3 % of Contract Price excluding GST Or Alternatively the Performance Security shall be asked in 2 Options i.e. CAPEX PBG - 5% of CAPEX value of Contract to be submitted against LOA/Contract Signing to be valid for 15 months /up to Go Live and OPEX PBG - another PBG amounting 5% of OPEX value of contract to be asked against Go Live Certificate for O&M Period of the contract . CAPEX PBG shall be returned to SI against the submission of OPEX PBG	The clause shall remain unchanged.
10	Part I, Section 1,	Bidding Procedures and Requirements; Time for Completion ,	13	The Time for Completion of the works is 12 (Twelve) Months from the Effective Date of the Contract.	We request to clarify when will this Contract Agreement be signed and DRAFT Contract Agreement containing the terms and conditions is being requested to be shared for internal management reviews .	Draft Contract Agreement shall be shared with the successful bidder post financial bid opening and declaration of award. Refer to FORM OF CONTRACT AGREEMENT [Page 333 of the RFP] for the draft contract.

Sl. No	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
11	Part III	Conditions of Contract and Contract Forms, Clause 30 Limitation of Liability	283	<p>30.1. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay liquidated damages to WBSEDCL, and</p> <p>30.2. Except in cases of gross negligence or willful misconduct, the</p> <p>284</p> <p>aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment/solutions with respect to patent infringement.</p>	<p>"30.1. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay liquidated damages to WBSEDCL, and</p> <p>30.2. Except in cases of gross negligence or willful misconduct, the</p> <p>aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the ANNUAL CONTRACT PRICE .</p>	The clause shall remain unchanged.

Sl. No .	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
12	Part II, Section 6	6.6.2 SLA during Maintenance Period.,6.6.3 Penalties during Implementation and maintenance,	228	Penalty Calculation and Recovery of Penalties	We hereby request to waive off any penalties for the delays which are beyond the control of SI/Bidders like Delays in Site Hand Over /Site Readiness/any other beyond the control events . Force Majeure Clause should be evaluated while considering /calculating LD/Penalties during Implementation and Operation & Maintenance Periods . Moreover we also request to refund the penalties deducted /imposed in the preceding milestones if overall timeline is met the SI/Bidders during Implementation /O&M phases as applicable .	The clause shall remain unchanged.
13	Part II, Section 6	6.6.1 Execution Period / Project Timeline ;	227	7 M6 Stabilization Period of Two Months 60 Months from LOI/LOA 8 Warranty of the entire revamped Setup 3 years from Go Live	Please cross verify 60 months /3 years here . Also request to consider Contract Signing Date as T0 Date and give at least 2 months timeline for Mobilization /Deployment of Resources	The Contract Signing Date shall be considered as the LOI/LOA Date. Please see Addendum for the updated milestone details.

Sl. No .	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
14	Part I, Section 1,	Bidding Procedures and Requirements, 5 Bid submission last date 06.01.2025 till 14:30 Hrs.	12	Bid Submission Date	We hereby request to extend the BID Submission Date for at least up to 2 weeks i.e Up to 3rd week of January 2024 since most of the OEMs have their year-end closure /activities during which bid documents arrangement from them might get affected .	
15		Payment Timeline		Payment Period	We request to mention that Payments shall be processed and paid within 30 days from the date of Invoice after deduction if any	The clause shall remain unchanged.
16	Part I, Section 2,	2.1 ,3 Certifications	19	Bidder/All JV Members (if any) must have the following certificates which should be valid on the date of bid submission: i. ISO 9001:2015 ii. ISO 27001:2013 or latest iii. ISO 20000-1:2018 iv. CMMi Level 3	Requesting the change of the CMMi Level requirement from Level 3 or Above or Level 5. It ensures higher process maturity, better quality assurance, and enhanced project delivery capabilities, which are critical for maintaining the desired standard in complex and large-scale projects.	The clause shall remain unchanged.

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
17	Part I, Section 2,	2.1, 6, Certified resources for the Bidder.	19	The Bidder/Lead Bidder for the JV shall have the following resources in their payroll with the following certifications – i. Two (2) Virtualization Service Expert with certification from the OEM named in their submitted Technical Bid ii. Two (2) Backup Solution Expert with certification from the OEM named in their submitted Technical Bid iii. Two (2) Networking Expert with certification from the OEM named in their submitted Technical Bid iv. Two (2) OS x86/RISC Expert with certification from the OEM named in their submitted Technical Bid (one of each) v. Two (2) Cloud Security Experts with Certification from any leading Cloud Service Provider like Azure / AWS / Google Cloud.	Request you to accept certification without OEM boundations.	The clause shall remain unchanged.
18	Part II, Section 6	6.3.4 Proposed Minimum Supply Requirement for upgrade	159	48 Core or Higher CPU, 800GB Memory, 4X 10/25 Network Port, 4X16/32 GBps FC port	Typically, x86 servers with 48 cores are balanced with memory configurations in the multiple of 8 and the nearest memory is 768 GB. Please change the memory requirement from 800 to 768 GB or 1024 GB.	A minimum of 800GB of memory is sought as a requirement. Bidder may configure anything over and above this. The clause shall remain unchanged.

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
19	Part II, Section 6	6.3.4 Proposed Minimum Supply Requirement for upgrade	160	SAN Switch with 192 ports to connect all servers to both Disk and Tape Storage	192 port SAN switch highly disproportionate considering the number of servers requested as 10 in DC and 6 in DR. Request you to please change this to 48 Ports of 32Gbps SAN switch.	192 ports are required to connect the Storage partitions, the Backup Channel to the Servers. The clause shall remain unchanged.
20	Part II, Section 6	6.4.3 Functional Requirements of Backup Upgrade	209	Existing backed up data must be migrated to new solution, readable by the new system.	We recommend to use either upgrade the existing solution or remove this clause	The existing Backup solution is being upgraded and hence the existing tape data needs to be migrated to the new media. The clause shall remain unchanged.
21	Part II, Section 6	6.4.4 Functional Requirements of RISC/EPIC Server Upgrade	211	Server proposed should have at least 32 Ports of 32G Fiber for each server at DC & 40 Ports of 32G Fiber for DR for SAN Connectivity	We understand that this point is primarily intended for SAN switches not for servers. Request you to consider below for server configuration: <i>"2 x dual port HBA of 32G for fiber connectivity"</i>	The specification shall remain unchanged.
22	Part II, Section 6	6.4.4 Functional Requirements of RISC/EPIC Server Upgrade	211	Server proposed should have at least 24 Ports of 10G SR Optics+ for Network Connectivity	We understand that this point is primarily intended for network switches not for servers. Request you to consider below for server configuration: <i>"2 x 10G SR Optics dual port for Network Connectivity"</i>	The specification shall remain unchanged.
23	Part II, Section 6+C24:C28F 53C24:C32C 24:C29C24: C28C24:C29 C24:C30	6.3.4.2 Network	166	Router should have minimum 16GB of on-board/inbuilt DRAM/RAM for data plane + control plane processes and 32 GB storage from Day 1.	The size of tables that are required, it is better to have more on board RAM for larger tables, Kindly amend it to "Router should have minimum 32GB of on-board/inbuilt DRAM/RAM for data plane + control plane processes and 64 GB storage from Day 1."	The clause details the minimum specification to be provided by the Bidder. The clause shall remain unchanged.

Sl. No	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
24	Part II, Section 6	6.3.4.2 Network	167	Router should be scalable to support up to 4000 tunnels (non-SDWAN) / 8000 SD_WAN tunnel (SD-WAN)	The modes are mutually exclusive. So either u use it as IPSEC VPN endpoint or SDWAN, so the tunnel size should be same for both, kindly amend it to "Router should be scalable to support up to 5000 tunnels (non-SDWAN) / 5000 SD_WAN tunnel (SD-WAN)"	Please see Addendum for the updated clause.
25	Part II, Section 6	6.3.4.2 Network	169	Supports a wide range of authentication protocols, including PAP, MS-CHAP, Extensible Authentication Protocol (EAP)-MD5, Protected EAP (PEAP), EAP-Flexible Authentication via Secure Tunneling (FAST), and EAP-Transport Layer Security (TLS)	These are dated, vulnerable non-standard protocols discontinued by the creators themselves, kindly amend it to drop PAP, MS-CHAP, Extensible Authentication Protocol (EAP)-MD5, Protected EAP (PEAP), EAP-Flexible Authentication via Secure Tunneling (FAST)/Equivalent	The specification shall remain unchanged.
26	Part II, Section 6	6.3.4.2 Network	169	Provides a wide range of access control mechanisms, including downloadable access control lists (dACLs), VLAN assignments, URL redirect, and Security Group Access (SGA) tagging	Kindly amend it to "Provides a wide range of access control mechanisms, including downloadable access control lists (dACLs), VLAN assignments, URL redirect/Equivalent, and Security Group Access(SGA) tagging/Equivalent "as we do it in a different manner, the same functionality.	The specification shall remain unchanged.
27	Part II, Section 6	6.3.4.2 Network	170	Solution should support automatic provisioning of NAC agents	We are an agentless solution , kindly drop it for wider OEM participation	Please see Addendum for the updated clause.

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
28	Part II, Section 6	6.3.4.2 Network	172	Switch should support a minimum of 12 TBps Bandwidth	The requirement is 34 40G/100G ports and the wire rate throughput is $34 \times 100G = 3.4$ Tbps and with full duplex it becomes 6.8 Tbps, 12 Tbps is theoretically not possible in a 34 port 100G switch. Kindly amend it to should support 3.4 Tbps, so kindly amend it to "Switch should support 6.8 TBps Bandwidth from day 1"	The specification shall remain unchanged.
29	Part II, Section 6	6.3.4.2 Network	172	The switch proposed should have minimum 64 MB Packet Buffer	As this is a spine switch the packet buffer should be deep for DC workloads due to Elephant flows observed , should be minimum 2GB of Packet buffer, kindly amend it to "The switch proposed should have minimum 2GB Packet Buffer from day 1"	The specification shall remain unchanged.
30	Part II, Section 6	6.3.4.2 Network	175	The solution should support enforcement of application whitelist policies on external security devices including SDN, Load balances and Firewalls	For 3rd part devices we can integrate but enforcement to 3rd party devices cannot be done by any OEM due to legal obligations, kindly drop this point as this is a vendor specific and vendor lock in feature. Kindly amend it to "The solution should support enforcement/integration of/with application whitelist policies on external security devices including SDN, Load balances and Firewalls"	Please see Addendum for the updated clause.

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
31	Part II, Section 6	6.3.4.2 Network	176	The solution should provide capability to identify process behavior anomalies and deviations including MITRE attack pattern and provide alerts and notifications	This should be a feature in Network Security Analysis Tool not on an SDN Solution as this feature maps out to Network Detection and Response Systems, Kindly amend it to drop the point and add it to NSAT feature.	The specification shall remain unchanged.
32	Part II, Section 6	6.3.4.2 Network	178	Solution should support bug, PSIRT etc. visibility	PSIRT is a compliance regulation and should be part of Network Security Analysis Tool rather than on SDN solution , Kindly drop it and include it in NSAT feature.	The specification shall remain unchanged.
33	Part II, Section 6	6.3.4.2 Network	179	The Switch should support intelligent buffer management with a minimum buffer of 36 MB.	As this is a eaf switch the packet buffer should be deep for DC workloads due to Elephant flows observed , should be minimum 1GB of Packet buffer, kindly amend it to "The Switch should support intelligent buffer management with a minimum buffer of 1 GB."	36MB buffer management shall be sufficient for the project requirement. The specification shall remain unchanged.
34	Part II, Section 6	6.3.4.2 Network	178	The switch should have MAC Address table size of 500k	500K MAC addresses on a single switch is a large number as the total number of endpoints that will connect to leaf switches will be distributed among all the leaf switches, Kindly amend it to "The switch should have MAC Address table size of 200k".	500K MAC address table shall be sufficient for current and future requirements of the project. The specification shall remain unchanged.
35	Part II, Section 6	6.3.4.2 Network	180	Switch platform should support encryption of traffic i.e. MAC Sec Encryption (802.1AE) in hardware	MACSec is a hop by hop protocol which means all the devices in the packet path must support MACSEC , as the core router, Spine switch	The specification shall remain unchanged.

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
					do not have MACSEC this point is rendered non functional , kindly drop the clause.	
36	Part II, Section 6	6.3.4.2 Network	184	IPv4 and IPv6 ACLs and Dynamic VLAN assignment and MACSec-128 on hardware for all ports.	MACSec is a hop by hop protocol which means all the devices in the packet path must support MACSEC , as the core router, Spine switch do not have MACSEC this point is rendered non-functional , kindly amend it to "IPv4 and IPv6 ACLs and Dynamic VLAN assignment on hardware for all ports."	The specification shall remain unchanged.
37	General			The Performance Security amount is 10% of Contract Price excluding GST.	It is requested to change the clause as " The Performance Security amount be 5% of the Contract Price excluding GST"	The clause shall remain unchanged.
38	General			The bid validity period will be 180 days from date of Opening of Technical Part of the Bid.	It is requested to change this clause as "The bid validity period will be 180 days from the last date of Bid submission."	The clause shall remain unchanged.
39	Part I, Section 3	Instruction to Bidders	66	If a Bid deviates from the specified payment schedule/ terms and conditions of payment, it shall be treated as non-responsive.	It is requested to delete this clause.	The clause shall remain unchanged.
40	Part I, Section 3	Instruction to Bidders	66	Functional Guarantees shall be in consolidated bank guarantee period +90 Days claim period thereafter, amounting 10% of quoted supply cost of the referred materials/equipment excluding GST....	It is requested to change this clause as " Functional Guarantees shall be in consolidated bank guarantee period +90 Days claim period thereafter, amounting 5% of quoted supply cost of the referred materials/equipment	The clause shall remain unchanged.

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
					excluding GST...."	
41	General			The Performance Security amount is 10% of Contract Price, and the Standard Form of Performance Security acceptable to the Employer shall be as specified in Section 8. Contract Forms.	It is requested to change this clause as "The Performance Security amount is 5% of Contract Price, and the Standard Form of Performance Security acceptable to the Employer shall be as specified in Section 8. Contract Forms."	The clause shall remain unchanged.
42	General			Payment Milestone %	<p>It is requested to change the payment milestone as follows:</p> <p>1) Supply Milestone 3A, 3B, 3C (Payment milestone for HW & Sw) -100% of the HW/ SW cost, on delivery of the respective HW & SW.</p> <p>2) Service Milestone 4A, 4B, 4C, 5, 6, 7- Milestone based for Installation/ Implementation, Integration, Migration, UAT, Go-Live, and Stabilization cost.</p> <p>3) Post Go Live Support- Quarterly basis:</p>	<p>The Bidder may raise a single Invoice/Retention Invoice considering part (x% as per project milestone) payment of supplied equipment + 100% of GST (and other as applicable) tax component. Payment shall be made against x% of the same Invoice/Retention Invoice by WBSEDCL as applicable.</p> <p>The clause shall remain unchanged.</p>

Sl. No	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
43	Part I, Section 3	Form 21: Format of Integrity Pact	132	If the BIDDER/SUPPLIER or any employee of the BIDDER/SUPPLIER or any person acting on behalf of the BIDDER/SUPPLIER, either directly or indirectly, is a relative of any of the officers of the WBSEDCL, or alternatively, if any relatives of an officer of the WBSEDCL had financial interest/stake in the BIDDER's/SUPPLIER's firm, the same shall be disclosed by the BIDDER/SUPPLIER at the time of filling of tender.	Request you to remove this paragraph as it is difficult to declare on behalf of 6.5 Lakhs workforce employed with TCS.	Please see Addendum for the updated clause.
44	Part I, Section 3	Form 21: Format of Integrity Pact	132	To debar the BIDDER/SUPPLIER from participating in future bidding processes of the Government of India or WBSEDCL for a minimum period of five years, which may be further extended at the discretion of the WBSEDCL.	Request you to remove mention of "Government of India" from this paragraph since the wide spectrum of "Debar", beyond WBSEDCL jurisdictions, is restricting us to sign the pact.	The clause shall remain unchanged.
45	Part III, GCC	30. Limitation of Liability	284	30.2. Except in cases of gross negligence or wilful misconduct, the aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment/solutions with respect	Request you to remove mention of "or replacing defective equipment/" from this paragraph since we are not designing or manufacturing any equipment here and are only supplying standard products	The clause shall remain unchanged.

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
				to patent infringement.		
46	Section 2: Eligibility and Qualification Requirements	Manufacturer's Authorization Certificate		MAF	Considering the criticality of the project timeline and the challenges in acquiring MAFs from OEMs for certain proposed components, we kindly request the following: Provision for OEM MAF exemption, provided that the bidder demonstrates prior successful deployment of similar equipment and confirms warranty and support directly through the bidder. Please confirm if such an exemption can be allowed or provide alternative documentation requirements.	The clause shall remain unchanged.
47	Part I, Section 2,	2.1 , 2 Specific Project Experience,	18	Spine-Leaf Architecture	The RFP mandates experience in projects involving Spine-Leaf Architecture for network deployment. Given that many Tier-3 data centres are still implemented and Spine-Leaf is a quite new architecture we request allowing project experience with 3-Tier Architecture in data centres or networks of equivalent size and complexity to qualify under the project implementation criteria.	The clause shall remain unchanged.

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
48	Section 2: Eligibility and Qualification Requirements	Manufacturer's Authorization Certificate		Spine-Leaf Architecture	The RFP mandates experience in projects involving Spine-Leaf Architecture for network deployment. Given that many Tier-3 data centres are still implemented and Spine-Leaf is a quite new architecture we request allowing project experience with 3-Tier Architecture in data centres or networks of equivalent size and complexity to qualify under the project implementation criteria.	The clause shall remain unchanged.
49	Part I, Section 2,	2.1 , 2 Specific Project Experience,	18		To allow us to offer flexible and competitive solutions we kindly request an exemption from the requirement to provide a Manufacturer's Authorization Form for the network components. This requirement could potentially limit our ability to source the most suitable and cost-effective solutions for the project.	The clause shall remain unchanged.
50	Part II, Section 6	Terms of Reference			We propose considering a more flexible approach by allowing standardized configurations of network components. This would enable us to leverage industry-standard technologies and configurations that are widely supported and well-tested, ensuring compatibility and performance. With the specific	The clause shall remain unchanged.

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
					OEM specifications for network components potentially restrict the pool of qualified technologies and limit the options for standardized, interoperable, and cost-effective solutions.	
51	Part II, Section 6	Hardware and Interface Requirement		Router should have minimum 16GB of on-board/inbuilt DRAM/RAM for data plane + control plane processes and 32 GB storage from Day 1.	The size of tables that are required, it is better to have more on board RAM for larger tables, Kindly amend it to "Router should have minimum 32GB of on-board/inbuilt DRAM/RAM for data plane + control plane processes and 64 GB storage from Day 1."	The clause shall remain unchanged.
52	Part II, Section 6	Performance Requirement		Router should be scalable to support up to 4000 tunnels (non-SDWAN) / 8000 SD_WAN tunnel (SD-WAN)	The modes are mutually exclusive. So either u use it as IPSEC VPN endpoint or SDWAN, so the tunnel size should be same for both, kindly amend it to "Router should be scalable to support up to 5000 tunnels (non-SDWAN) / 5000 SD_WAN tunnel (SD-WAN)"	Please see Addendum for the updated clause.
53	Part II, Section 6	Network Authentication Controller		Supports a wide range of authentication protocols, including PAP, MS-CHAP, Extensible Authentication Protocol (EAP)-MD5, Protected EAP (PEAP), EAP-Flexible Authentication via Secure Tunneling (FAST), and EAP-Transport Layer Security (TLS)	These are dated, vulnerable non-standard protocols discontinued by the creators themselves, kindly amend it to drop PAP, MS-CHAP, Extensible Authentication Protocol (EAP)-MD5, Protected EAP (PEAP), EAP-Flexible Authentication via Secure Tunneling (FAST)/Equivalent	The specification shall remain unchanged.

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
54	Part II, Section 6	Network Authentication Controller		Provides a wide range of access control mechanisms, including downloadable access control lists (dACLs), VLAN assignments, URL redirect, and Security Group Access (SGA) tagging	Kindly amend it to "Provides a wide range of access control mechanisms, including downloadable access control lists (dACLs), VLAN assignments, URL redirect/Equivalent, and Security Group Access(SGA) tagging/Equivalent "as we do it in a different manner, the same functionality.	The specification shall remain unchanged.
55	Part II, Section 6	Network Authentication Controller		Solution should support automatic provisioning of NAC agents	We are an agentless solution , kindly drop it for wider OEM participation	Please see Addendum for the updated clause.
56	Part II, Section 6	Performance Requirement		Switch should support a minimum of 12 TBps Bandwidth	The requirement is 34 40G/100G ports and the wire rate throughput is $34 \times 100G = 3.4$ Tbps and with full duplex it becomes 6.8 Tbps, 12 Tbps is theoretically not possible in a 34 port 100G switch. Kindly amend it to should support 3.4 Tbps, so kindly amend it to "Switch should support 6.8 TBps Bandwidth from day 1"	The specification shall remain unchanged.
57	Part II, Section 6	Performance Requirement		The switch proposed should have minimum 64 MB Packet Buffer	As this is a spine switch the packet buffer should be deep for DC workloads due to Elephant flows observed , should be minimum 2GB of Packet buffer, kindly amend it to "The switch proposed should have minimum 2GB Packet Buffer from day 1"	The specification shall remain unchanged.

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
58	Part II, Section 6	Fabric Security Features		The solution should support enforcement of application whitelist policies on external security devices including SDN, Load balances and Firewalls	For 3rd part devices we can integrate but enforcement to 3rd party devices cannot be done by any OEM due to legal obligations, kindly drop this point as this is a vendor specific and vendor lock in feature. Kindly amend it to "The solution should support enforcement/integration of/with application whitelist policies on external security devices including SDN, Load balances and Firewalls"	Please see Addendum for the updated clause.
59	Part II, Section 6	Fabric Security Features		The solution should provide capability to identify process behavior anomalies and deviations including MITRE attack pattern and provide alerts and notifications	This should be a feature in Network Security Analysis Tool not on an SDN Solution as this feature maps out to Network Detection and Response Systems, Kindly amend it to drop the point and add it to NSAT feature.	The specification shall remain unchanged.
60	Part II, Section 6	Fabric management		Solution should support bug, PSIRT etc. visibility	PSIRT is a compliance regulation and should be part of Network Security Analysis Tool rather than on SDN solution , Kindly drop it and include it in NSAT feature.	The specification shall remain unchanged.
61	Part II, Section 6	Performance Requirement		The Switch should support intelligent buffer management with a minimum buffer of 36 MB.	As this is a eaf switch the packet buffer should be deep for DC workloads due to Elephant flows observed , should be minimum 1GB of Packet buffer, kindly amend it to "The Switch should support intelligent buffer management with a minimum buffer of 1 GB."	36MB buffer management shall be sufficient for the project requirement. The specification shall remain unchanged.

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
62		Performance Requirement		The switch should have MAC Address table size of 500k	500K MAC addresses on a single switch is a large number as the total number of endpoints that will connect to leaf switches will be distributed among all the leaf switches, Kindly amend it to "The switch should have MAC Address table size of 200k".	500K MAC address table shall be sufficient for current and future requirements of the project. The specification shall remain unchanged.
63		Security		Switch platform should support encryption of traffic i.e. MAC Sec Encryption (802.1AE) in hardware	MACSec is a hop by hop protocol which means all the devices in the packet path must support MACSEC , as the core router, Spine switch do not have MACSEC this point is rendered non functional , kindly drop the clause.	The specification shall remain unchanged.
64		Security		IPv4 and IPv6 ACLs and Dynamic VLAN assignment and MACSec-128 on hardware for all ports.	MACSec is a hop by hop protocol which means all the devices in the packet path must support MACSEC , as the core router, Spine switch do not have MACSEC this point is rendered non-functional , kindly amend it to "IPv4 and IPv6 ACLs and Dynamic VLAN assignment on hardware for all ports."	The specification shall remain unchanged.

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
65	Part 1, Section 2	MAF		Manufacturer Authorization Certificate	Given the urgency of the project schedule and the difficulties in obtaining MAFs from OEMs for specific suggested components, we respectfully ask that you do the following: OEM MAF exemption is allowed as long as the bidder can prove that they have successfully deployed comparable equipment in the past and can verify warranty and support directly. Please clarify whether such an exception is permitted or offer substitute documentation specifications.	The clause shall remain unchanged.
66	Part 1, Section 2	3 Tier Network Architecture		Experience with Project Implementation: Including 3-Tier Architecture Projects Citation Section 2: Qualifications and Eligibility Subsection 2 of the Requirements: Particular Project Experience	For network implementation, the RFP requires prior experience with Spine-Leaf Architecture projects. Since Spine-Leaf is a relatively new architecture and many Tier-3 data centers are still in use, we ask that project experience with 3-Tier Architecture be permitted in data centers or networks of comparable scale and complexity in order to meet the project implementation requirements.	The clause shall remain unchanged.
67	6.3.4.3	Backup Appliance with Backup Software	190	Offered Disk to disk backup device shall be of modular design to allow configuration and addition of capacity increase performance.	Please specify is D2D backup appliance is required. As per the existing infrastructure and diagram, there is no mentioned of Backup appliance.	The clause shall remain unchanged.

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
					Please remove this clause	
68	6.3.4.3	Backup Appliance with Backup Software	190	The Offered device shall have a minimum of 400TB of usable backup space including WBSEDCL existing disk space	Please specify if "existing disk space" means current storage. If current storage is used as backup storage then no appliance is required. Please remove the clause of backup appliance.	The clause shall remain unchanged.
69	6.3.4.3	Backup Appliance with Backup Software	190	Offered device shall have deduplication licenses, low bandwidth replication license so that, only unique non duplicated blocks only get transferred to DRC or other remote locations	Please specify if we are referring to Backup appliance. As per the RFP, appliance is not required as current capacity will be used as backup storage. Requesting to remove this clause.	The clause shall remain unchanged.
70	6.3.4.3	Backup Appliance with Backup Software	190	Offered device shall have intelligence to understand both sources based and target-based deduplication and shall be integrated with all well-known backup ISVs mentioned above.	Please specify if we are referring to Backup appliance. As per the RFP, appliance is not required as current capacity will be used as backup storage. Requesting to remove this clause.	The clause shall remain unchanged.
71	6.3.4.3	Backup Appliance with Backup Software	190	Offered device shall support receiving non duplicated data from remote locations directly from the Application Server / Client Servers in low bandwidth mode without using any backup or replication-based device at remote location.	Please specify if we are referring to Backup appliance. As per the RFP, appliance is not required as current capacity will be used as backup storage. Requesting to remove this clause.	The clause shall remain unchanged.

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
72	6.3.4.3	Backup Appliance with Backup Software	190	Offered disk-based backup device shall also support secure erase feature for protecting against unauthorized recovery of deleted data.	Please specify if we are referring to Backup appliance. As per the RFP, appliance is not required as current capacity will be used as backup storage. Requesting to remove this clause.	The clause shall remain unchanged.
73	6.3.4.3	Backup Appliance with Backup Software	190	Offered Disk based backup appliance shall support VLAN tagging. Offered IP ports of same type shall also support Port bonding in Adaptive Load balancing as well as Active Backup Mode.	Please specify if we are referring to Backup appliance. As per the RFP, appliance is not required as current capacity will be used as backup storage. Requesting to remove this clause.	The clause shall remain unchanged.
74	6.3.4.3	Backup Appliance with Backup Software	190	Offered Device shall be protected with Hardware RAID6 from the factory so that, no RAID configuration is required in field for data drives.	Please specify if we are referring to Backup appliance. As per the RFP, appliance is not required as current capacity will be used as backup storage. Requesting to remove this clause.	The clause shall remain unchanged.
75	6.3.4.3	Backup Appliance with Backup Software	190	Offered device shall support emulation of both VTL and NAS target like NFS and CIFS	Please specify if we are referring to Backup appliance. As per the RFP, appliance is not required as current capacity will be used as backup storage. There is no requirement of NAS protocols or NFS and CIFS as it specifies to unified storage. Requesting to remove this clause.	The clause shall remain unchanged.
76	6.3.4.3	Backup Appliance with Backup Software	190	Offered device shall have capability to do complete copy of data sets from On Premise disk backup storage to tape storage instead of data Tiering.	Please specify if we are referring to Backup appliance. As per the RFP, appliance is not required as current capacity will be used as backup storage.	The clause shall remain unchanged.

Sl. No.	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
					Requesting to remove this clause.	
77	6.3.4.3	Backup Appliance with Backup Software	190	Offered device shall have the ability to configure at least 128 Tape Libraries and NAS targets along with 1,000,000 or more cartridge slots in a single appliance.	Please specify if we are referring to Backup appliance. As per the RFP, appliance is not required as current capacity will be used as backup storage. Please specify what are the source of NAS storage. Requesting to remove this clause.	The clause shall remain unchanged.
78	6.3.4.3	Backup Appliance with Backup Software	190	Offered device shall have capability to deliver selective restore from Disk Library itself.	Please specify if we are referring to Backup appliance. As per the RFP, appliance is not required as current capacity will be used as backup storage. Requesting to remove this clause.	The clause shall remain unchanged.
79	6.3.4.3	Backup Appliance with Backup Software	190	Offered device shall have a minimum of 4 X 25GBps SFP IP ports and 4 X 40GBps QSFP28 ports. Licenses and SFP ports must be configured	Please specify if we are referring to Backup appliance. As per the RFP, appliance is not required as current capacity will be used as backup storage. Requesting to remove this clause.	Please see Amendment for the updated clause.
80	6.3.4.3	Backup Appliance with Backup Software	190	Offered Appliance fiber channel ports shall support	Please specify if we are referring to Backup appliance. As per the RFP, appliance is not required as current capacity will be used as backup storage. Requesting to remove this clause.	Please see Amendment for the updated clause.
81	6.3.4.3	Backup Appliance with Backup Software	190	connectivity of servers either directly or via SAN switches while supporting both source and target-based deduplication.	Please specify if we are referring to Backup appliance. As per the RFP, appliance is not required as current capacity will be used as backup storage. Requesting to remove this clause.	The clause shall remain unchanged.

Sl. No	Section	Section Name	Page No.	Change Request in	Change Suggested as	WBSEDCL Clarification
82	6.3.4.3	Backup Appliance with Backup Software	190	Offered disk-based backup device shall also support encryption functionality.	Please specify if we are referring to Backup appliance. As per the RFP, appliance is not required as current capacity will be used as backup storage. Requesting to remove this clause.	The clause shall remain unchanged.
83	6.3.4.3	Backup Appliance with Backup Software	190	Offered device shall support rated write performance of at least 25TB per hour	Please specify if we are referring to Backup appliance. As per the RFP, appliance is not required as current capacity will be used as backup storage. Requesting to remove this clause.	The clause shall remain unchanged.

Annexures

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

GENERAL

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on _____ day of the month of _____ 20... , between, on one hand, the WBSEDCL Acting through Shri....., Designation of the officer, (hereinafter called the "WBSEDCL", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Part and M/s. _____ represented by _____ Shri _____ (hereinafter called the "BIDDER/SUPPLIER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the WBSEDCL propose to procure Plant and Installation Services as per the Scope of Work Mentioned in the RFB document (hereinafter called the "Facilities", against RFB No. [.....] for [Contract Title] which expression shall mean and include, unless the context otherwise requires, any additions & deletions in the said "Facilities") and the BIDDER/SUPPLIER is willing to offer/has offered the said "Facilities".

WHEREAS the BIDDER/SUPPLIER is a Private Company/Public Company/LLP/ Government Undertaking/ Partnership/Proprietorship, constituted in accordance with the relevant law in the matter and the WBSEDCL is a Ministry /Department of the Government of West Bengal /SPSU performing its function on behalf of the Governor of West Bengal.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the Contract to be entered into with a view to:-

Enabling the WBSEDCL to obtain the desired "Facilities" at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER/ SUPPLIER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other practices and the WBSEDCL will commit to prevent corruption, in any form, by its official by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:
Commitments of the WBSEDCL

1.
 - 1.1. The WBSEDCL undertakes that no official of the WBSEDCL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SUPPLIER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2. The WBSEDCL will, during the pre-contract stage, treat all BIDDER/SUPPLIER alike, and will provide to all BIDDER/SUPPLIER the same information and will not provide any such information to any particular BIDDER/SUPPLIER which could afford an advantage to that particular BIDDER/SUPPLIER in comparison to the other BIDDER(S)/SUPPLIER(S).
 - 1.3. All the officials of the WBSEDCL will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SUPPLIER to the WBSEDCL with the full and verifiable facts and the same is prima facie found to be correct by the WBSEDCL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the WBSEDCL and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the WBSEDCL, the proceedings under the contract would not be stalled.

Commitments of BIDDERS/SUPPLIERS

3. The BIDDER/SUPPLIER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1. The BIDDER/SUPPLIER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the WBSEDCL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2. The BIDDER/SUPPLIER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the WBSEDCL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the

Government.

- 3.3. The BIDDER/SUPPLIER shall disclose the name and address of agents and representatives and Indian BIDDERSs shall disclose their foreign principals or associates.
- 3.4. The BIDDER/SUPPLIER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5. The BIDDER/SUPPLIER further confirms and declares to the WBSEDCL that the BIDDER/SUPPLIER is the original manufacture/Integrator/authorized government sponsored export entity of the defense stores and has not engage any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the WBSEDCL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SUPPLIER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6. The BIDDER/SUPPLIER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the WBSEDCL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER/SUPPLIER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER/SUPPLIER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER/SUPPLIER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the WBSEDCL as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SUPPLIER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER/SUPPLIER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER/SUPPLIER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. The BIDDER/SUPPLIER undertakes that, any employee of the BIDDER/SUPPLIER or any person acting on behalf of the BIDDER/SUPPLIER, connected directly or indirectly with the contract, is a relative of any of the officers of the WBSEDCL connected directly or indirectly with the contract, or alternatively, if any relatives of an officer of the WBSEDCL had financial interest/stake in the BIDDER's/SUPPLIER's firm, the same shall be disclosed by the BIDDER/SUPPLIER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13. The BIDDER/SUPPLIER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the WBSEDCL.

4. Previous Transgression

- 4.1. The BIDDER/SUPPLIER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's/SUPPLIER's exclusion from the tender process.
- 4.2. The BIDDER/SUPPLIER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit) (If applicable as per ITB Clause 18)

- 5.1. While submitting commercial bid, the BIDDER/SUPPLIER deposit an amount

_____ (as specified in RFP) as Earnest Money/Security, Deposit, with the WBSEDCL through any of the following instruments:

- 5.1.1. Bank Draft or a Pay Order in favour of 'WBSEDCL' payable at Kolkata.
- 5.1.2. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the WBSEDCL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the WBSEDCL shall be treated as conclusive proof of payment.
- 5.1.3. Any other mode or through any other instrument (to be specified in the RFP).

- 5.2. The Earnest Money/ Security Deposit shall be valid as per terms of RFP.

- 5.3. In the case of successful BIDDER/SUPPLIER, a clause would also be incorporated in the Article pertaining to Performance Bond in the procurement Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the WBSEDCL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 5.4. No interest shall be payable by the WBSEDCL to the BIDDER/SUPPLIER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1. Any breach of the aforesaid provisions by the BIDDER/SUPPLIER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SUPPLIER/SUPPLIER) shall entitle the WBSEDCL to take all or any one of the following actions, wherever

required:-

- 6.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SUPPLIER. However, the proceedings with the other BIDDER(s) would continue.
- 6.1.2. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the WBSEDCL and the WBSEDCL shall not be required to assign any reason, therefore.
- 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4. To recover all sums already paid by the WBSEDCL, and in case of the Indian BIDDER/SUPPLIER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State of India, while in case of a BIDDER/SUPPLIER from a country other than India with Interest thereon at 2% higher than the UBOR. If any outstanding payment is due to the BIDDER from the WBSEDCL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest
- 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SUPPLIER, in order to recover the payments, already made by the WBSEDCL, along with interest.
- 6.1.6. To cancel all or any other contracts with the BIDDER/SUPPLIER. The BIDDER shall be liable to pay compensation for any loss or damage to the WBSEDCL resulting from such cancellation/rescission and the WBSEDCL /PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SUPPLIER.
- 6.1.7. To debar the BIDDER/SUPPLIER from participating in future bidding processes of the Government of India or WBSEDCL for a minimum period of five years, which may be further extended at the discretion of the WBSEDCL.
- 6.1.8. To recover all sums paid in violation of this Pact by BIDDER/SUPPLIER (s) to any middlemen or agent or broken with a view to securing the contract.
- 6.1.9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the WBSEDCL with the BIDDER/SUPPLIER, the same shall not be opened.
- 6.1.10. Forfeiture of performance Bond in case of a decision by the WBSEDCL to forfeit the same without assigning any reason for imposing for sanction for violation of this pact.
- 6.2. The WBSEDCL will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the

BIDDER/SUPPLIER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SUPPLIER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3. The decision of the WBSEDCL to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SUPPLIER shall be final and conclusive on the BIDDER/SUPPLIER. However, the BIDDER/SUPPLIER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. deleted

7.1. deleted

8. Independent Monitors

- 8.1. The WBSEDCL has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors shall be published subsequently by WBSEDCL.

- 8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the WBSEDCL.

- 8.6. The BIDDER/SUPPLIER(s) accepts that the Monitors has the right to access without restriction to all project documentation of the WBSEDCL including that provided by the BIDDER/SUPPLIER. The BIDDER/SUPPLIER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/SUPPLIER/Subcontractors(s) with confidentiality.

- 8.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the monitor the option to participate in such meetings.

- 8.8. The Monitor will submit a written report to the designated Authority of WBSEDCL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the WBSEDCL /BIDDER/SUPPLIER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the WBSedCL or its agencies shall be entitled to examine all the documents including

the Books of Accounts of the BIDDER/SUPPLIER and the BIDDER/SUPPLIER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the WBSedCL.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any extent law in force relating to any civil or criminal proceedings.

12. Validity

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the WBSedCL and the BIDDER/SUPPLIER, including warranty period, whichever is later. In case BIDDER/SUPPLIER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

Signed on (*Insert the Date*)

Signature (of Bidder's authorized Bid Signatory)[#] {In full and initials}:

Full name: {insert full name of authorized Bid Signatory } Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable): Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable} Email:

{insert the autho

{For a joint venture, either all members shall sign or only the authorised signatory as per ITB 19.4, in which case the power of attorney to sign on behalf of all members shall be attached}

Witness

1. _____

2. _____

[WBSEDCL]

Name of the Officer Designation Deptt/MINISTRY/PSU

Witness

1. _____

2. _____

* Provision of these clauses would need to be amended/deleted in line with the policy of the [WBSEDCL] in regard to involvement of Indian agents of foreign supplies.