

**Annexure -X**

S No	Page No	Section No.	RFQ Clause	Bidders Query	BEML Reply
1	41	Annexure G, Clause 1	The bidder and its associated group companies delivering the IT Services must have ISO 27001 / ISO 9001 or any equivalent ISO Certificate	We request the following changes.  The bidder or its associated group companies delivering the IT Services must have ISO 27001 / ISO 9001 or any equivalent ISO Certificate	The bidder or its associated group companies delivering the IT Services must have ISO 27001 / ISO 9001 or any equivalent ISO Certificate
2	42	Annexure G, Clause 8 to 11	Non Mandatory clauses	Request BEML to make these clauses a mandatory clauses to be fulfilled by the Bidder only	Eventhough it is non mandatory bidder has to fill & submit as indicated in the tender
3	11	Other Terms & Conditions of Tender	d) Project Duration: The supply, installation and commissioning within 10 weeks from the date of receipt of Purchase order	request to change The supply, installation and commissioning within 12 weeks from the date of receipt of Purchase order.	Project Duration: The supply, installation and commissioning within 12 weeks from the date of receipt of Purchase order
4	12	Comprehensive AMC support payment	Payment will be made in arrears on completion of each quarter (every 3 months) of service duly certified by IT Department for each project	We request this to be amended to Yearly in advance as we will have similar payment structures with our vendors.	no change
5	12	Payment Terms	Client has proposed 100% payment on system installation	We request this to be amended to industry standard of 70% on delivery , 20% on install and 10% on production of Final acceptance certificate	Payment terms: a). 50% of the payment towards Hardware,Software, and all related licenses after 30 days of Delivery. b). Remaining 50% of the value of Hardware ,Software and Related licenses along with 100% of Installation and commissioning charges to be payed to Vendor after 60 days from the date of Installation and commissioning of entire DR solution duly certified by User department
6	13	Termination	BEML shall exercise the option to terminate the contract with one month notice in the event of Non-Performance/Poor Performance and en-cash the PBG. BEML also reserve the right to review and modify the contract at any point of time during the contract period	We request this to be amended as, All modifications of contract will be mutually discussed between NTT and BEML.	No change
7	12	5(e)(d)	e)Warranty Clause: The Vendor should provide three years warranty for the Hardware, Software and all licenses provided from the date of installation and commissioning.  f)The CAMC support Period of three years for the Entire DR setup will begin from the date of installation and commissioning	Kindly confirm your understanding that all warranty terms & conditions in respect of products/software supplied will be as per the OEM/OSD warranty terms and conditions and Bidder being an authorized reseller, will pass on such warranties “as-is”, to the BEML. All implied warranties are excluded.	No change

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8	13	5(l)	l)Liability / Accident: The Bidder shall indemnify and keep indemnified BEML Limited against all losses and claims for injuries and damages to any person or property whatsoever which may arise out of or in consequence of the construction or maintenance of the work and against all claims, demands, proceedings, damages, costs, changes, expenses whatsoever in respect thereof in relation thereto.	We request that provisions related to Indemnity be restricted to Third party indemnification claims arising from infringement of IPR in respect of the Services provided by the Bidder.  Further the below limitation of liability clause needs to be included: The cumulative liability of the bidder under the scope of this RFQ applicable to the maximum extent allowed in indian laws irrespective of claims under contract, torts or other legal theory is limited to 50% of the charges paid or payable for such Goods and Services under the relevant PO/SOW during the applicable contract year.  Neither party shall be liable for indirect, special and consequential loss and damages including but not limited to loss of profit, anticipated savings, loss of data, loss of business.	No change
9	13	5(o)	o)Risk Purchase Clause: In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/en-cash of EMD/PBG.	This clause needs to be excluded considering that we are authorised partner for the respective OEM and will be executed by NTT.	no change
10	13	5(q)	q)Termination: BEML shall exercise the option to terminate the contract with one month notice in the event of Non-Performance/Poor Performance and en-cash the PBG. BEML also reserve the right to review and modify the contract at any point of time during the contract period.	Kindly confirm that BEML shall only exercise the option to terminate the contract after 30 days of notice to remedy any performance issues. Further such termination shall not affect the rights of the Bidder already accrued.	No change
11	14	12(1)	Arbitration: For firms other than PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.  Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement	Kindly note the revised clause, arbitrator must be mutually agreed upon: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by mutual agreement between both parties. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.	No change

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12	15	12(5)	<p>5.INTELLECTUAL PROPERTY RIGHTS; LICENSES : If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.</p> <p>The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. “The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation &amp; Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act,</p>	<p>As far as IPR indemnities in respect of third party products/software supplied are concerned, since Bidder is not the manufacturer or developer of such products/software, we will pass on indemnities, as provided by the applicable OEMs/Software Licensors. All indemnities in respect of such products and software will be as per OEM terms and conditions or End User License Agreements from the Software Licensors. Bidder however, agrees to indemnify BEML, in case of third party infringement claims in respect of Services provided by the Bidder. Also, besides this the Bidder's indemnity would be limited to STATUTORY / REGULATORY FINES, ASSESSMENTS OR PENALTIES incurred by BEML as a result of breach of applicable taxes, anti-bribery laws and modern slavery laws.</p> <p>We further request that the aggregate liability of the Bidder under this RFP and the consequent contract with the successful Bidder is capped to the Annual Contract Value or the amount paid to the successful Bidder in the 6 months period, immediately preceding the date of cause of action. We request clarification that neither Party shall not be liable for indirect, remote, consequential, exemplary damages, including loss of profit, revenue, data, business opportunity.</p>	No change
13	15	12(6)	<p>6.BRIBES AND GIFTS Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent hereof. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.</p>	Bidder will comply with all applicable anti bribery rules & regulations.	

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14	17	12(13)	13 ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:  The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.	Kindly confirm that such consent shall not be unduly withheld or delayed.	No change
15	4	EMD	EMD amount Rs. 1,44,000/-	Request BEML to reduce the EMD amount to Rs. 50,000/-	<b>EMD amount Rs. 48,000</b> - changed from Rs. 1,44,000
16	9	3 MANDATORY CLAUSE	Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e.2016-17,2017-18& 2018-19) should be minimum Rs. 21.60 Lakhs. 2016-17 Rs. 2017-18Rs. 2018-19Rs. Audited copies of Profit & Loss account balance sheet for previous three financial years duly certified by the auditor shall be uploaded in the c-folder.	Request BEML to change it to : Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e.2017-18,2018-19 & 2019-20) should be minimum Rs. 21.60 Lakhs. 2016-17 Rs. 2017-18Rs. 2018-19Rs. Audited copies of Profit & Loss account balance sheet for previous three financial years duly certified by the auditor shall be uploaded in the c-folder.	No change
17	12	5) Other Terms & Conditions of Tender, e	Warranty Clause: The Vendor should provide three years warranty for the Hardware, Software and all licenses provided from the date of installation and commissioning.	Request BEML to change it to : Warranty Clause: The Vendor should provide three years warranty for the Hardware, Software and all licenses provided from the date of billing	No change
18	12	5) Other Terms & Conditions of Tender, f	The CAMC support Period of three years for the Entire DR setup will begin from the date of installation and commissioning	Request BEML to change it to : The CAMC support Period of three years for the Entire DR setup will begin from the date of billing	No change
19	13	5) Other Terms & Conditions of Tender, i	Liquidated Damages (LD): If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @ 0.5% per week (7days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order. GST at applicable rates shall be charged extra on the liquidated damages recovered	Request BEML to change it to : Liquidated Damages (LD): If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @ 0.5% per week (7days) and part thereof, subject to a maximum of 2% of the value of the delayed portion of the Purchase Order. GST at applicable rates shall be charged extra on the liquidated damages recovered	No change
20	13	5) Other Terms & Conditions of Tender, q	Termination: BEML shall exercise the option to terminate the contract with one month notice in the event of Non-Performance/Poor Performance and en-cash the PBG. BEML also reserve the right to review and modify the contract at any point of time during the contract period.	Since BEML will encash the PBG in the event of Poor Performance hence request BEML not to terminate the contract.	No change

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21	11	5) Other Terms & Conditions of Tender, c	Within 30 days of receipt of the Work Order/Purchase order from the BEML Limited, the successful Bidder shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any scheduled commercial bank authorised by RBI for an amount of 10% of the Contract value (without taxes) as per format enclosed at Annexure - G	Request BEML to change it to : Within 30 days of receipt of the Work Order/Purchase order from the BEML Limited, the successful Bidder shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any scheduled commercial bank authorised by RBI for an amount of 5% of the Contract value (without taxes) as per format enclosed at Annexure - G	No change
22		Part B ( technical Bid)-mandatory	The bidder and its associated group companies delivering the IT Services must have ISO 27001 / ISO 9001 or anyequivalent ISO Certificate	we have, ISO 90001:2015 certificate, weather this certificate is equivalanent ? , please confirm from your end.	ISO 27001 certification is also required. Also refer Sno 1. of the corrigendum-1
23		Part B ( technical Bid)-mandatory	The bidder should have their Remote Operations Support Centre in India with 24x7x4 toll free access. The Remote Support Centre should be manned by the officials having ITIL v3 certification or equivalent.	Would like to understand the relevance of this since we are anyways giving the back to back OEM warranty & support as per your ask , if at all it's a mandate request you to allow us to have a back to back up tie-up with the 3 <sup>rd</sup> party having the required infrastructure & certification	Bidder is required to have their own support center for 1st level of contact for any support. So no change
24		Part B ( technical Bid)-mandatory	Experience of having successfully completed similar works (supply & installation of Backup Software / Replication / Migration/ DR tools) during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following: a. Three similar completed works each costing not less than Rs. 28.80Lakhs. b. Two similar completed works each costing not less than Rs. 36 Lakhs c. One similar completed works each costing not less than Rs. 57.60Lakhs	Request you to add below also as Multiple orders costing not less than 1 Crore (Or) Consider the ongoing projects (OR) 3 years to be amended as 5 years (OR) Consider Storage based replication projects (OR)  Consider Turn Key Infrastructure projects where Backup/ Replication/Dr is also one part of the same.	No Change
25		Scope of the Project	The Service provider should provide warranty and Comprehensive Support for the supplied hardware and Software for a period of three years from the date of Installation and signoff of the Project.	What if the site is not ready even after the delivery is done ?Is it possible to get "Site readiness certificate" or a mail confirmation on site readiness in writing against the PO/WO	BEML will provide Mail once PO is placed
26		EMD	In the tender document department has mentioned that the vendors are exempted from the EMD if they have relevant exemption certificate.	We are registered under MSME Udyog Adhar, Please clarify weathe this will be vaild for exemption and and we are uplodaing the ceretificate for your refferecne. Attached 1. ISO certificate / 2. MSME exemption certificate.	Bidders registered under MSE category, should submit / upload the <b>Udyog Aadhar</b> or <b>Udyam Certificate</b> .
27		Annexure -C (Backup_ Software - Licensing)	The proposed Backup software must offer host based / GPU based licensing with no restrictions on type of arrays (protecting heterogenous storage technologies), front end production capacity or backup to disk target capacity restrictions. Licenses and associated hardware should be supplied for both primary and DR site.	Is the proposed Backup Solution must support Disk to Disk to Tape Backup? What is the Front End Data Capacity? And What are the backup and Retention Policies on the Disk Appliance? How many Physical Servers and what are the their Socket count ?	Disk to Disk Tape back up is required. Backup and Retention Policies should be as per bidder. Details on number of server and socket count is given in the RFQ.

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28		Annexure -C (Backup_ Software - Data Protection & Recovery)	Software should be able to restore VMs directly from the backup copy	Software should be able to restore At least 10 VMs directly from the backup copy.	It should not be limited to 10 VMs, there can be more VMs in future. No change
29		Annexure -C (Backup_ Software - Backup support for hyperviso rs and Applicatio ns	Backup software should be a Hardware Agnostic software and it should support snapshot integration with hypervisors like VMware, Hyper-V and support de-duplication on the storage targets quoted. It should be able to backup data to tapes (like LTO) as well for long term retention	Backup software should be a Hardware Agnostic software and it should support snapshot integration with hypervisors like VMware, Hyper-V and support de-duplication on the storage targets quoted. It should be able to perform Disk to Disk to Tape backup for long term retention.	Backup software should be a Hardware Agnostic software and it should support snapshot integration with hypervisors like VMware, Hyper-V and support de-duplication on the storage targets quoted. It should be able to backup data to tapes (like LTO) as well Disk to Disk to Tape for long term retention
30		Annexure -C (Backup_ Software - Backup support for hyperviso rs and Applicatio ns	Backup software should have integrated data de- duplication engine with multi-vendor storage support to save space by storing de-duplicated copies of data. The de-duplication engine should also facilitate IP base replication of de-dupe data. All necessary hardware and software required to support this functionality should be supplied along with other components.	Data De-Duplication supported only on the Disk as Target device, Please confirm the Disk to Disk to Tape backup methods.	No change
31		Annexure -C (Backup_ Software - Backup support for hyperviso rs and Applicatio ns	Backup software should provide best RTOs and RPOs through booting of Virtual Machines directly from the Backup to reduce the downtime	Complete Backup Must finish in 08 Hrs. All the required software, Hardware and licenses must be added by the OEM/Bidder to meet the SLA	It depends on data volume and network bandwidth capacity, if not a high volume might be possible to backup in 8 hours, hence, cannot be quantified. No change
32		Annexure -C (Backup_ Software) - RPO/RTO and Recovery Assurance	Backup software must have a feature of data validation, whereby a workload (VM with OS and application) is powered-on in a sandbox environment and tested for its recoverability.	Backup software must have a feature of data validation, whereby a workload (VM with OS and application) is powered-on in a sandbox environment and tested for its recoverability. Software should be able to restore At least 10 VMs directly from the backup copy.	No change
33		Annexure -C (Backup_ Software	Backup software proposed should be in Gartner's leader quadrant of the latest gartner Magic Quadrant report for Data Protection / Backup Software.	We suggest to include the IDC also. It is suggested to mention that Proposed solution must have at least 10% Share from the latest IDC Report and it must be authorised by IDC.	Gartner report is preferred across PSUs in India and it can not be changed. However, limiting to 10% marketshare is not advisable. Hence No change

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34		Annexure -C (Backup_ Software	<p>Backup software must have a feature of data validation, whereby a workload (VM with OS and application) is powered-on in a sandbox environment and tested for its recoverability.</p> <p>Recovery verification should automatically boot the server from backup and verify the recoverability of VM image, Guest OS and Application Consistency and then publish automated reports to be used in backup / recovery audits.</p>	<p>With applications hosted in mixed environments, taking backup ;replication would be more challenging.</p> <p>1. For expected RPO of 1 hr and RTO of 15 minutes, it is highly recommended to have the same type of environments both at DC and DR.</p> <p>2. As a suggestion to have robust solution for backup and replication, all mentioned (4 apps and 2 MS SQL DB) applications be converted/migrated to Windows HYPER-V environment. We suggest to add the conversion of these applications as a scope in the tender.</p> <p>3. With applications hosted in homogenous environment at DC, same can be replicated to DR and expected RPO and RTO can be achieved</p> <p>4. For migrating the applications, temporary server would be required and would be provided by BEML</p>	<p>Idealy it is Vendor scope of Interpretation. They can suggest their method to meet the requirement but as per the requirement provided in RFQ.. ( Idealy the scope remains same for backup software requirement)</p> <p>No change</p>
35		Annexure -C (Requirement for Backup Server -DR) HDD bays	<p>Populated with 3.84TB*2 SATA SSD + 64TB 7.2K RPM SATA HDD</p> <p>Support 12+4+3 LFF with 2 SFF HDD/SSD The drive carrier should have intiutive icon based display along with "DO NOT REMOVE" caution indicator that gets activated automatically in order to avoid dataloss/downtime due to wrong drive removal.</p>	<p>During disaster recovery, with this type of set up, it would take more than expected to bring the applications up at DR</p>	<p>Server is sized as per per current requirement and bidder has to quote as per RFQ Specification. Hence Point remain unchanged.</p> <p>Depends on Vendor choice</p>
36		Annexure -C (Requirement for Backup Server -DR) - Operatin g Systems and Virtualiz ation Software Support	Hyper vare ClearOS	Remove ClearOS, not part of standard OS availability	ClearOS is certified on major OEMs and it is required. Hence Point remain unchanged.
37		Annexure -C (Requirement for Backup Server -DR) - GPE Support	System should support NVIDIA's latest computational accelerators and graphics accelerators	What model of Nvidia GPU Card would be considering in the future as each model comes with different dimensions , PCI card type needs & specifications	Proposed server should support Nvidia GPUs. Hence Point remain unchanged. Hence No Change
38		Annexure -C (Requirement for Backup Server -DR) Networking Features (slno. 8)	<p>Server should support below networking cards:</p> <p>1. 1Gb 4-port network adaptors - 1 No.</p>	<p>Since BEML does not have 10Gb switches, having 10Gb port in server will not serve any purpose. Also to make 10Gb ports utilised efficiently, source servers should also have 10Gb ports</p> <p>As per the tender requirement 1GB port would be sufficient for the backup</p> <p>We suggest BEML to re-evaluate this requirement and confirm</p>	<p>Since BEML will be using this server for more than 5 yrs, and Network refresh being planned , Server should have 2 Port 10 Gig port and will be required by BEML in future when 10 Gig Port is required. Hence No change</p>

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39		Annexure -C (Requirement for Backup Server -DC) Networking features	Server should support below networking cards: 1. 1Gb 4-port network adaptors  2.. 10Gb 2-port Ethernet adaptor	Since BEML does not have 10Gb switches, having 10Gb port in server will not serve any purpose. Also to make 10Gb ports utilised efficiently, source servers should also have 10Gb ports As per the tender requirement 1GB port would be sufficient for the backup We suggest BEML to re-evaluate this requirement and confirm	No change
40		Annexure -C (Requirement for Backup Server -DC) - HDD Bays	Populated with 64TB 7.2K RPM SATA HDD Support 12+4+3 LFF with 2 SFF HDD/SSD	Kindly change the Chassis support to (12*3.5" inch HDD) instead of what has been mentioned (12+4+3), Is the 64TB Capacity mentioned usable or raw space	No change 64TB is the RAW capacity and bidder can configure RAID 5/6/10.
41		Annexure -C (Requirement for Backup Server -DC) - Operating Systems and Virtualiz ation Software Support	Hyperware ClearOS	Remove ClearOS, not part of standard OS availability	ClearOS is certified on major OEMs and it is required. Hence Point remain unchanged.
42		Annexure -C (Requirement for Backup Server -DC) - GPU Support	System should support NVIDIA's latest computational accelerators and graphics accelerators	What model of Nvidia GPU Card would be considering in the future as each model comes with different dimensions , PCI card type needs & specifications	Proposed server should support Nvidia GPUs. Hence Point remain unchanged.
43	Newly added	User End Dept.changes in Price bid format	To be Added - UPS 2.5kVA and 1 Gig Network Switch	Recommended as per Internal Assessment and also Vendors suggestions .	Specification for <b>1 Gig Network Swtich</b> (Specification as per <b>Annexure - I</b> ) and <b>2.5 KVA UPS</b> (Specification as per <b>Annexure - II</b> ) are to be included in the scope of supply
44		Tender Last date for Vendors is 20.08.2020	The last date for submisssion of date is 20.08.2020	Two Vendors have submitted and requested tp extend the RFQ due date to 3rd September (03.09.2020) to enable us to table the complete Techno-commercial response. 2. Another Vendor has onsidering to participate in said tender, however we need additional time to prepare for the bid submission.  In this regard we kindly request you to consider extension of bid submission due date till 31st August 2020.	It is recommended to extend the tender date till <b>03.09.2020</b>

All other terms and conditions notified in above referred tender enquiry remain unaltered.

**Note :** This Corrigendum – 1 (Annexure - X , Annexure - I and Annexure - II) also form a part of the tender document, hence the bidders are requested to sign with Company seal and upload the scanned copy in collaboration folder as part of Technicalbid (Part B).

**General Manager**  
**Corporate Materials**

**Bidder's Signature**  
**Company Seal**