

**PRE BID QUERIES FOR NPCI:RFP:2012-13/0007 dated 03.07.2012-RFP for Hiring of Data Center at Hyderabad**

Sr. No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	NPCI Comment
1	Objective of RFP	11	2.2	24 x 7 operations area with fully ready workstation space for 8 members plus 1 cabin with 2 workstation space on the same floor / building and 2 nos. of big storewel cupboard.	Does bidder has to provide PC for operation area	Bidder need not provide PC's However the workstation, Infrastrucure,AC, LAN Port, VOICE Port should be made available
2	Scope of Work	13	3.1	b) Individual server & network racks should be provided (if required by NPCI) and the area made ready before occupation, with dual power inputs from independent power sources. Power to the racks should be supplied within 2 hours of intimation by concerned NPCI official.	Is power from 2 independent power sources a pre-requisite or redundant power can be provisioned using DG sets, etc	Yes - power from 2 independent power sources (UPS) is a pre-requisite.
3	Scope of Work	13	3.1	e) 24 x 7 x 365 operations area for 8 members with workstations facing the wall, place to install minimum 2 nos. of LCD 42" monitors within the Data Centre operation area premises for equipment monitoring and operations. One cabin with at least 2 workstation space and 2 nos of big storewel cupboard. There should be space for setting up video conferencing facility and fire proof safe. There should be facility for minimum 4 data and 2 voice ports per workstation. The DC operations area should be in the same floor / building as the data centre.	1) Please explain the use of 2nos. Of LCD screen for monitoring purpose 2) Explain the scope of work of the bidder, under monitoring 3) Please provide dimension of big storewel cupboard	1. LCD screens are for NW, HW monitoring purpose 2. Monitoring is NPCI's responsibility 3. Dimensions of Big storewel cupboard shall be 6 ft height x 6 shelves of 1ft depth made of wood or steel (Branded)
4	Scope of Work	13	3.1	f) NPCI's exclusive cabin and work area should have proximity access reader and video camera recording to record the movement of personnel in and out of the operations area.	What type of video recording will required, continues or motion based?	Motion based video recording required

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5	Scope of Work	13	3.1	a) Individual server & network racks should be provided (if required by NPCI) and the area made ready before occupation, with dual power inputs from independent power sources. Power to the racks should be supplied within 2 hours of intimation by concerned NPCI official.	1) How many racks is NPCI planning to deploy in the first phase and also provide if a phase wise plan available and total number of racks. 2) Also How many Server & Network Rack required	1. The number of racks cannot be provided as of now. Depending on the projects planning the requirement of quantity can be informed for supply as per rate contract. 2. Same as above
6	Scope of Work	13	3.1	e) 24 x 7 x 365 operations area for 8 members with workstations facing the wall, place to install minimum 2 nos. of LCD 42" monitors within the Data Centre operation area premises for equipment monitoring and operations. One cabin with at least 2 workstation space and 2 no's of big storewel cupboard. There should be space for setting up video conferencing facility and fire proof safe. There should be facility for minimum 4 data and 2 voice ports per workstation. The DC operations area should be in the same floor / building as the data center.	1) What will be Specs ,Dimensions, weight of LCD 2) What will Specs ,Dimensions, weight of cupboard 3) What will Specs ,Dimensions, weight of Fireproof safe 4)Kindly clarify what type of space require for video confrencing	1. 42" LCD monitor branded. 2. 6 ft height x 6 shelves of 1 ft depth made of wood or steel (Branded) 3. Specs of Fire proof safe can be provided as and when purchased by NPCI 4. Video conference equipment will be placed either in operations area or cabin as per convenience of NPCI and dedicated space for video conferencing not required.
7	Scope of Work	13	3.1	f) NPCI's exclusive cabin and work area should have proximity access reader and video camera recording to record the movement of personnel in and out of the operations area.	1) Kindly clarify the requirement for Video Camera at cabin & work area 2) How may video camera require for cabin and work area	1. This is to capture the movement of personnel in and out of the operations area and cabin. 2. One each for operations area and cabin if one camera is not sufficient to capture both doors.

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8	Scope of Work	13	3.1	g) Connectivity is required for monitoring purposes between the Data Center area and the operations area. The Data Centre Operator (DCO) is responsible for providing the connectivity.	1) Please provide detailed connectivity requirement. 2) Number of Cable require between Cage to operational area & type of cables ( Ethernet . Fiber SC, LC or etc. )	1. LAN connectivity, Voice port connectivity required between Data center area and operations area and cabin. 2. The quantity and type of cables cannot be mentioned as of now. This will be dependent on the projects that are taken care by NPCI. However we expect 4 data and 2 voice ports per seat in operations area.
9	Scope of Work	13	3.1	i) NPCI has its own exclusive service providers. Permission should be granted for MUX placement, termination of links and for internal connectivity to these service providers at no extra cost to NPCI.	1) How many many require between MUX to cage 2) How many cables require	1. The quantity cannot be mentioned as of now. This will be dependent on the projects that are taken care by NPCI. 2. The quantity of cables cannot be mentioned as of now. This will be dependent on the projects that are taken care by NPCI.
10	Scope of Work	14	3.1	k) There should not be restriction or costs raised for placement of antenna / dish or wireless equipment on terrace.	We provide rooftop space on a per sq. ft basis, hence can include unit price as part of the commercials - later space can be provided on as-required basis	No change in RFP
11	Scope of Work	14	3.1	q) Space for placing Fax machine, one Printer and other gadgets (the equipment will be procured by NPCI) should be made available in the operations area.	What all is included in the term 'other gadgets'. Please provide the list of equipment that will be procured by NPCi	Other gadgets list cannot be provided as of now. In general system related equipment will be placed in operations area.

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12	Scope of Work	14	3.1	J) The LAN connectivity between the service providers' MUX to the provided rack space should be taken care by DCO.	1) How many link will terminate form MUX to rack space 2) Please provide type of cable Fiber or Copper	1. The number of links cannot be specified as of now. 2. Type of cable will be either Fiber or Copper. Minimum number for connectivity of Fiber will be 10 and for no limit for Copper connectivity.
13	Scope of Work	14	3.1	k) There should not be restriction or costs raised for placement of antenna / dish or wireless equipment on terrace.	1) Please provide how many antenna/dish or wireless equipment would be placed at the site 2) Specification dimension & Weight for Antenna.	1. Antenna is of RF or GPS equipment. 2. For example: Specification of GPS antenna:-(Qty-1 Nos) Height: 1 ft - Plastic Rod to be fitted on the roof with help of clamps GPS Antenna - weight - 500 Gms GPS Antenna - measurements - Cylindrical Shaped, radius of 5 cm, height of 6 cms
14	Scope of Work	14	3.1	o) Telephone lines for each workstation and cabins with restricted STD/ISD facility should be provided. Any telecom service provider should be allowed access to provide their equipment for landline setup, at no extra cost to NPCI. NPCI will pay the charges incurred on actual basis	1) Bidder will provide support for liasoning , however NPCI has to apply , maintain and own billing responsibility	OK

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15	Scope of Work	14	3.1	p) Minimum 30 access cards should be provided. In case of project phase requirements on a temporary basis, this number can be exceeded.	1) How many access card required ?, will DCO add commercial for additional access card	Minimum 30 access cards should be provided. In case of project phase requirements on a temporary basis, this number can be exceeded. 2. No cost for additional cards for temporary basis.
16	Scope of Work	14	3.1	q) Space for placing Fax machine, one Printer and other gadgets (the equipment will be procured by NPCI) should be made available in the operations area.	1) Will Keeping the FAX machine & printer will accommodate in same workstation area? 2) Specification require for printer & fax machine	1. Yes 2. Specifications cannot be provided as of now.
17	Scope of Work	14	3.1	s) Power Consumed by the equipment's placed at the Data Centre shall be charged to NPCI for a minimum consumption of 30 KVA and thereafter at actual as per agreed rate and additional power consumption certified by NPCI officer.	1) How much maximum power require for this area	6 KVA per rack is estimated.
18	Scope of Work	15	3.2	h)The Bidder should permit and accommodate other racks accompanying the servers of NPCI.	1) How many additional rack NPCI will place within the same area	The same cannot be estimated at this point of time.
19	Scope of Work	15	3.2	d) The Bidder should provide with automatic STS (Static Transfer Switch) wherever required inside the rack with dual inputs from both the feeds and eight 15/32A outputs for equipment having single power supply.	1)Will NPCI require STS switch in all rack or specific racks, as each rack will have dual power source from different UPS.	Not required. Clasue 3.2 d) stands deleted
20	Eligibility Criteria	16	4.2	b) The Bidder should be a Company registered under the Indian Companies Act, 1956 since the last three years.	It should be Companies act 1956 and not Indian Companies Act, 1956	Please read as Companies Act instead of indian Companies Act, 1956
21	Cost of RFP & EMD	16	2.3 & 5.7	Exemption from payment of EMD & Tender cost	We are registered with NSIC (National Small Scale Industries Corporation) Under Single Point Registration Scheme. A firm registered with NSIC is exempted from payment of Earnest Money and Tender fee.	Not applicable in the case of NPCI. No exemption can be granted

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22	Eligibility Criteria	16	4.2	c) Eligibility Criteria : Financial : The Bidder should have minimum annual turnover of Rs.100 crores during the last three financial years (2009 -2010, 2010-2011 & 2011 - 2012) or Calendar years 2009, 2010, 2011 or the Bidder's financial years)	Bidder is five year old company.We are exclusively in Datacenter & datacenter related services . We have a constraint of Turnover. Our Unaudited number of 11-12 is 46Cr, 10-11is 32.76Cr 09-10 is 20.17 Cr.We meet all other criteria's fixed by you. Would request you to kindly provide a deviations	No change in RFP
23	Bid Price	18	5.6	Prices quoted in the Bid should include all costs including all applicable taxes, duties levies, VAT/Sales Tax/Service Tax, fees etc. whatsoever, except Octroi. The VAT/Sales Tax/Service Tax should be shown separately in the Price Schedule.	Any change in Tax rates of existing taxes, or changes in tax laws or introduction of new taxes, duties, charges and levies during the tenure of the Purchase Order shall be borne by the Customer.	No change in RFP

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24	Forfeiture of EMD	18	5.9	<p>The EMD made by the Bidder will be forfeited if:</p> <p>a) The Bidder withdraws his Bid before opening of the bids.</p> <p>b) The Bidder withdraws his Bid after opening of the bids but before Notification of Award.</p> <p>c) The selected Bidder withdraws his bid / proposal before furnishing Performance Guarantee.</p> <p>d) The Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.</p> <p>e) If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.</p> <p>f) Failure to accept the order by the Selected Bidder within 5 days from the date of receipt of the Notification of Award makes the EMD liable for forfeiture at the discretion of NPCI.</p> <p>However NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.</p>	Noted , However bidder requests that the same should be mutually discussed and agreed upon .	No change in RFP
25	Forfeiture of EMD	18	5.9	d) The Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.	should be deleted from the RFP as the clause is very broad.	No change in RFP

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26	Signing of Contract	27	8.5	Within 30 days of receipt of the Notification of Award or Purchase Order the successful Bidder shall execute the Contract with NPCI. The term of this Contract shall be initially for a period of five years commencing from the date of the site acceptance by to NPCI. Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.	Noted , However bidder requests that the T&C of contracts should be mutually discussed and agreed upon .	No change in RFP
27	Term of contract	27	8.4	In case there is no such notification for extension of term of contract, however, the successful bidder shall ensure to perform all obligations as per contract for a period of 6 months beyond the term of contract	<b>This term is contradicting Article 12 page 66 where it states that</b> "The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement."	No change in RFP-Term defined for contract & NDA separately.
28	Performance Bank Guarantee	28	8.8	Performance Bank Guarantee shall be equal to 10 % of each Contract value valid for the contract period of the Purchase Order. Successful Bidder will submit Performance Guarantee as per NPCI format attached Annexure-1 hereto, within 14 days of receipt of the Notification of Award or Purchase Order. Upon the receipt of Performance Bank Guarantee, NPCI will discharge EMD of Successful Bidders	Bidder requests that the PBG should be 10 % of the annual recurring charges and the format for the same should be mutually discussed and agreed upon at the time of entering the contract . PBG will get submitted within 25 days from receipt of the Purchase Order	No change in RFP



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29	Taxes and Duties	28	8.9	<p>All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per prevailing rates while making any payment.</p> <p>Commercial Bid should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax/Service Tax, insurance, service taxes etc. Octroi shall be paid extra at actual against original Octroi receipt.</p> <p>The benefits realized by the Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the selected Bidder to NPCI.</p>	Any change in Tax rates of existing taxes, or changes in tax laws or introduction of new taxes, duties, charges and levies during the tenure of the Purchase Order shall be borne by the Customer.	No change in RFP
30	Penalty for default	28	8.11	<p>If the Bidder does not handover Data Centre space as per the above delivery schedule, or such authorized extension of delivery schedule as may be permitted in writing by NPCI, a penalty @ 0.5% of the total value of the Purchase Order for each week's delay to a maximum of 5% of the total value of the Purchase Order shall be recovered by NPCI for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.</p> <p>In the case of delay in compliance with the order beyond 30 days of the stipulated time of delivery period, NPCI will have the right to cancel the order.</p> <p>In case of any damages to equipment installed by NPCI on account of power failure, security services failures or any other act by Bidder's officials or agents, NPCI may levy penalty as per actual damage accessed by NPCI, limited to contract value.</p>	<p>Bidder requests to read the clause as follows</p> <p>8.11. Penalty for default</p> <p>If the Bidder does not handover Data Centre space as per the above delivery schedule, or such authorized extension of delivery schedule as may be permitted in writing by NPCI, a penalty @ 0.20% of the total value of the Purchase Order for each week's delay to a maximum of 3% of the total value of the Purchase Order shall be recovered by NPCI for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.</p> <p>In the case of delay in compliance with the order beyond 30 days of the stipulated time of delivery period, such instances should be mutually discussed &amp; agreed upon.</p>	No change in RFP

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31	Payment Terms	29	8.13	<p>The payment will be made quarterly in arrears. For the purpose of payment, the end of quarter will be June, September, December and March. Payment will be released within 30 days of the receipt of the Invoice.</p> <p>Price mentioned is firm price and is inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, including VAT/Sales Tax, insurance, service taxes, labour charges, transportation charges and all other payments/expenditures incurred or incurable in the performance of its obligations under the Purchase Order</p>	Bidder requests that the payment for recurring charges should be quarterly in advance	No change in RFP
32	Indemnity	29	8.17	Indemnity	Bidder request that it shall not be liable for any costs, loss, damages, expenses, claims arising due to negligent acts of employees/ agent/ representatives of Directorate of Information Technology, MUMBAI	No change in RFP
33	Payment Terms	29	8.13	<p>The payment will be made quarterly in arrears. For the purpose of payment, the end of quarter will be June, September, December and March. Payment will be released within 30 days of the receipt of the Invoice.</p>	1) Does this mean that invoice will be generated at end of a quarter and payments will be made 30 days after the invoice is generated	Yes

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34	Indemnity	30	8.17	(ii)breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder, (iii) bonafide use of the deliverables and or services provided by the Bidder, (iv) misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,	should be deleted from this RFB as it constitute a broad obligation on the bidder. Breach of obligations is not defined in the agreement and therefore it is not wise to have such a broad term in the agreement. Indemnification in respect of third party rights is again very broad and it should be restricted to the IPR of NPCI. The below mentioned highlighted clause reproduced here from the RFP should be deleted.	No change in RFP
35	Bidder's Liability	31	8.18	The selected Bidder will be liable for all the deliverables. The Bidder's aggregate liability in connection with obligations undertaken as part of the Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.	Bidder request that Liability limited upto contract value.	No change in RFP

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36	Liquidated Damages	31	8.19	<p>Due to negligent act of the Bidder, if NPCI suffers losses, and incurs damages, the quantification of which may be difficult, the amount specified hereunder shall be construed as reasonable estimate of the damages and the Bidder shall agree to pay such liquidated damages as defined hereunder:</p> <p>If the deliverables are not submitted as per the implementation schedule and project phasing or extensions in writing as may be given by NPCI, the Bidder shall be liable to pay 0.5% per week of the total value of the contract with a cap of 5% of the contract value.</p> <p>If the deliverables are not acceptable to NPCI, the Bidder shall rectify the defects to the satisfaction of NPCI. If the defects as stated in the Notice by NPCI are not rectified by the Bidder within two weeks of the receipt of the Notice, or such extensions in writing as may be given by NPCI, the Bidder shall be liable for liquidated damages for an amount equal to 0.5% per week of the total value of contract, with a cap of 5% of the total value of contract. The total amount of liquidated damages under this Contract shall not exceed 5% of the total value of the contract.</p>	<p>If the deliverables are not submitted as per the implementation schedule and project phasing or extensions in writing as may be given by NPCI, the Bidder shall be liable to pay 0.20% per week of the total value of the contract with a cap of 3% of the contract value.</p> <p>Further , bidder request that if Deliverables not acceptable then same should be mutually discussed &amp; agreed upon.</p>	No change in RFP

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37	Indemnity	31	8.17	NPCI does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where NPCI is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However indemnity would cover damages, loss or liabilities suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.	Please remove : However indemnity would cover damages, loss or liabilities suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.	No change in RFP
38	Force Majeure	32	8.21	Notwithstanding the provisions of the RFP, the successful bidder or NPCI shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of as event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving NPCI or bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc. If force majeure situation arises, the bidder shall promptly notify NPCI in writing of such condition and cause thereof. Unless otherwise directed by NPCI in writing, the Bidder shall continue to perform its obligations under contract as far as possible.	Bidder request to read as: Neither Party will be liable for any delay or failure in performance under the Agreement resulting from acts beyond the control of such Party, including without limitation acts of God, acts or regulations of any Authorities or international authority, war or national emergency, whether declared or undeclared, terrorism, accident, fire, lightning, equipment failure, computer software malfunction or design defect, electrical grid/ power failure, telecommunication line or submarine cable failure, acts or omissions of other telecommunications providers, riots, strikes, lock-outs, industrial disputes (whether or not involving a Party's employees) or epidemics of infectious diseases ("Force Majeure Event").	No change in RFP

## PRE BID QUERIES FOR NPCI:RFP:2012-13/0007 dated 03.07.2012-RFP for Hiring of Data Center at Hyderabad

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39	Purchase Order cancellation	32	8.22	<p>NPCI reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to NPCI alone;</p> <p>a. Serious discrepancy observed during performance as per the scope of project</p> <p>b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder/Bidder turns out to be incorrect and/or conceals or suppresses material information.</p> <p>In case of order cancellation, any payments made by NPCI to the Bidder would necessarily have to be returned to NPCI with interest @15% per annum from the date of each such payment. Further the Bidder would also be required to compensate NPCI for any direct loss incurred by NPCI due to the cancellation of the contract and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid.</p>	<p>Bidder requests that the same should be mutually discussed and agreed upon.</p> <p>bidder will not refund any payment amount and also will be not liable for any compensate.</p>	No change in RFP
40	Termination of Contract	32	8.23	<p>1. For Convenience: NPCI by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving six months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective</p>	<p>Bidder request that, If NPCI want to terminate the contract without any reason then they have to pay full contract value.</p>	No change in RFP

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41	Termination of Contract	32	8.23	<p>2. For Insolvency: NPCI may at any time terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NPCI.</p> <p>3. For Non-Performance: NPCI reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by NPCI.</p>	Bidder requests that the such instance should be mutually discussed and agreed upon .	No change in RFP
42	Resolution of Disputes	32	8.24	Resolution of Disputes	In the event the disputes cannot be resolved within the stipulated period, either Party may by written notice to the other, notify its intention to refer the disputes to arbitration clearly specifying in detail the disputes under reference. Within fourteen (14) Business Days of receipt of the said notice each Party shall nominate their respective arbitrator and the two appointed arbitrators shall in turn appoint a third presiding arbitrator. If either Party fails or neglects to appoint an arbitrator or the two arbitrators fail to agree upon the third presiding arbitrator within the stipulated period mentioned above, then the Parties shall apply to the court of competent jurisdiction for	No change in RFP

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43	Resolution of Disputes	32	8.24	All disputes or differences between NPCI and the Bidder shall be settled amicably. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.	Bidder recommendation would be to delete the Arbitration clause from RFP as we already have got recourse to Court and both Arbitration and Court remedy will make litigation an expensive affair.	No change in RFP. We do have both Arbitration and court remedy available but at the same time Arbitration will be a preferred method for resolving disputes. Recourse to court can be taken only in grave circumstances or where there exist any doubts/concerns that needs to be immediately cured.
44	Applicable Law	33	8.26	The Contract to be executed between NPCI and successful Bidder shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of NPCI falls.	Bidder requests that all disputes shall be subject to jurisdiction of courts in Mumbai.	No change in RFP. The Registered office of NPCI is in MUMBAI. Hence there should not be any concern.
45	Applicable Law	33	8.26	The Contract to be executed between NPCI and successful Bidder shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of NPCI falls.	We recommend keeping the Court in Mumbai which will have the jurisdiction to resolve any dispute.	Please refer Sr.No 44
46	Technical Specifications	35	9.5	2) 24-hour Security monitoring shall be in place. CCTV monitoring and recording on common access area and entrances should be logged and should be available for review by NPCI within six business hours. All access doors of entrances shall have a security lock with access control system to record and control access. The recording should be maintained for a period of 90 days.	1) As a datacenter practise DCO keep recoding upto 30 days. Please modify with 30day recoding.	No Change - 90 days recording is a pre-requisite for PCI-DSS standards.



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Sr. No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	NPCI Comment
47	Letter of Undertaking	48	Annexure H	If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.	Please remove this clause	No change in RFP
48	Technical Compliance	52	2.2 & 2.4	Whether the load bearing capacity of the Data Centre is 1500 kg/sq m. Whether False flooring have a load bearing capacity of 2000 kg/sq m UDL.	Is there a discrepancy in the statements?	Pls read Page no. 34 clause no.9.2.4 as "False flooring should have a load bearing capacity of 1500 kg/sq m UDL."& Page no.52 clause no.2.4 as "Whether False flooring have a load bearing capacity of 1500 kg/sq m UDL"
49	Commercial Format	61	Annexure C2	Commerical format	(i) says per unit and (iii) says total. Do we have to multiply the total quantity with per unit in "Total" or do we need to add per unit and tax in " Total"	Pls read as total cost per Annum in column (i) instead of unit cost
50	NON-DISCLOSURE AGREEMENT	64	Annexure-2	Term: The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.	Please remove this clause	No change in RFP