

#	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI response
1	Section 3 Scope of Work	13	3.1 Scope of work	Exclusive continuous space admeasuring 3000 Sq.ft to host 100 racks which can be further expanded upto 12000 Sq.ft. (capable to host upto 400 racks) over the period of 18-24 months from time of award of contract / PO.	The area requirement was clarified during the RFI stage and it was mentioned that as long as the sufficient Hot Aisle/cold aisle space is available the area is not an issue. Can we design based on this?		NPCI requires contiguous space for the deployment of 400 racks on a single floor. In case the bidder has a smaller data hall that cannot accommodate 400 racks on the same floor, it can offer two non-contiguous but preferably consecutive floors provided dedicated risers or shafts are made available for NPCI.
2	Section 3 Scope of Work	13	3.1 Scope of work	The Bidder shall have capacity to provide minimum 800KVA power for every 100 racks (IT load) with dual power inputs from independent power sources and required power backup. It shall also have sufficient provision for supporting other load for 100 racks such as cooling etc. For further expansion to 400 racks, the bidder shall have required power capacity for total load (IT & other) including power backup as and when required without any capex cost to NPCI.	Does "without any capex cost to NPCI" mean that all expansion phases, will only have an incremental monthly charge and no OTC (one time charge). This would mean that additional infrastructure like power circuits, additional CCTV cameras (if required), biometrics etc. for future phases will need to be considered from day1		The Bidder can provide OTC/NRC associated with power circuits, additional CCTVs, biometrics etc for future phases as a separate item.
3	Section 9 General and technical Specification	39	1.1 Data Centre space	Total No. of Racks : 400 Racks. Average Density per rack: 8kW and IT Power : 2.4 MW	Kindly clarify if the overall end state power required is 2.4MW (as mentioned) or 3.2MW (400x8kw).		The total power requirement across 400 racks on consumed basis is 3.2MW i.e. 8kW/rack
4	Section 9 General and technical Specification	40	1.5 Rooftop Antenna	Provisioning for GPS and Network antenna. Please confirm availability provision for both current and future needs.	Can NPCI provide confirmation on the number of antennas required?		1. The Bidder to provision only for space (3ft x 3 ft) and power for the installation of the GPS and Network antenna. 2. NPCI will install one (1) antenna / receiver on its own (if required). Indicative dimensions are 10mm in
5	Section 9 General and technical Specification	41	3.5 Dedicated Conduits	Dedicated Conduits NPCI requires Dedicated fiber conduits	Can NPCI clarify the size of the conduit and from where is this expected (e.g. manhole near entrance to cage)		The said conduit is required from MMR/MUX room to NPCI's cage. Diameter required is minimum 50mm.
6	Section 9 General and technical Specification	47	Section 2: Cooling / HVAC Infrastructure	Air flow and positioning of equipment must be capable of handling our requirements. "Cold aisle containment to be installed in the caged area for all the Rack rows and must have biometric access control installed"	Hot Aisle containment inside the cage will be secure through the cage biometric access. It will not have a separate biometric access, but other customers will not have access to the HAC. Will this be sufficient		As mentioned, the cold aisle containment to be biometric access control and not the hot aisle containment. The hot aisle containment to be secured via the cage biometric access.
7		2.4 Containment					
8	Section 9 General and technical Specification	49	Section 3: Fire Detection and Suppression	Please confirm that the gaseous fire suppression system is designed according to recognized standards, and please state to which one (e.g. NFPA 75 and 78 standards, ISO, Vads, etc.)?	Will other globally accepted modes of fire suppression systems conforming to the corresponding NFPA standards be acceptable?		No change
9		3.3 Fire Suppression Systems in Data Center Space					
10	Section 8.1	26	8.1 Purchase Order 8.2 Term of the order	After selection of the L1 bidder, as given in Clause # 7.6, and after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Award / Purchase Order to the selected Bidder. Once the selected Bidder accepts the Notification of Award the selected Bidder shall furnish the Performance Bank Guarantee to NPCI.	Initial PO will be for 5 years term. Will it be for 100 racks/800 kva or for 400racks/3.2MW ?		It will be initially for 100 Racks but the duration of the PO will be for 5 years. Additional POs for future ramp ups will be issued subsequently as per NPCI's requirement. Please refer Section 3.1 Scope of Work. Table Sr.No.1
11	Section 1 Bid Schedule and Address	9	6. Last date and time for Bid Submission	16th May 2024 6.00 pm	Considering the details required and the depth of the RFP kindly provide extension till May 31st 2024		Corrigendum -2 issued for last date of submission extension till 31st May 2024.
12	Section 3.1 Scope of Work	13	3. Server farm setup	Server and network racks along with other IT infrastructure will be procured by NPCI along with passive cabling for the same. The Bidder is responsible for required cabling upto racks. Power & Data Cabling should be in separate trays or trunking.	Please confirm if the inter-rack cabling/LAN cabling is under Data center service provider's scope. If, Yes, please share the scope		The Bidder will be required to provision for power cabling upto the rack level. Passive cabling would be done by NPCI through its own vendor. Bidder to provide cable casket trays for both passive and power cabling.
13	Section 3.1 Scope of Work	14	9. MUX and Meet Me room	The DC facility shall provide have meet me room wherein network service providers such as Tata Communications, Sify Technologies, Bharti Airtel, Reliance Jio, BSNL, etc., have terminated the connectivity with sufficient MUX capacity without any additional cost to NPCI.	We have the MUX's of the listed ISPs in our MMR rooms, but these MMR rooms are common for all ISP and customers. Since NPCI is asking for a Dedicated and Exclusive MMR room, these ISPs needs to host another MUX/Network device exclusively for NPCI. This can only be ensured by NPCI and the ISPs together, as a Datacenter service provider we will provide the required space and Power to any ISP who wish to host their MUX in the NPCI's dedicated MMR. The space and Power will be charged to the ISP.  Hope this is OK with NPCI		Please refer to #43
14	Section 3.1 Scope of Work	14	10. Other	<ul style="list-style-type: none"> <li>There should not be restriction or costs raised for placement of antenna / dish or wireless equipment on terrace.</li> <li>The bidder shall provide necessary permissions including access to NPCI employees or any other person authorized by NPCI for doing site readiness testing.</li> </ul>	NPCI must share the dimension and weight of the antenna or Dish, they wish to onstall on terrace. This is required to do a feasibility check for the weight and availability of obstacle free space in the desired direction.		Please refer to #4 above
15	Section 9 General and Technical Specifications	39	1.1 Data Centre Space	Total No. of Racks : 400 Racks. Average Density per rack: 8kW and IT Power : 2.4 MW No. of 600 x 1200 mm racks (Indicative no.) : 80% racks No of 800 x 1200 mm racks (Indicative no.) : 20% racks Note: Standard rack spacing ranging from 25-30 sq.ft. gross area/rack should be considered while making provisioning and spacing equivalent to 2x tiles should be provided at the periphery of the cage. The said cage should be opaque in nature and as per industry approved specifications. Power to be racks should be supplied within 2 to 6 hours of intimation by NPCI.	Please confirm total IT power requirement is 8KW X 400 racks = 3200 KW or is it 2.4MW as per this clause		Please refer to #3 and #53

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16	Section 9 General and Technical Specifications	40	1.6 Operations Space	DC operations area including the following: a) 25x workstations on 24x7x365 basis (4 data ports + 2 voice ports) b) Space to install 6x LEDs of 85" each c) 90 access cards and continuous CCTV monitoring (90 days) at all entry and exit points d) 1x five seater meeting room with 2x storewell cupboards and provision for VC facility e) 1x store room with space for fireproof safe f) Space for fax and printer	d) Point-d is in contradiction to the Section 3.1 Scope of work point-4 Seating Capacity & Conference Room, Storeroom where the meeting/conference room is asked for 10 person. Please clarify e) we assume this store room is referring to the 100sqft space as mentioned in point-4 under Section 3.1 Scope of work. Please confirm, that the fireproof safe in this clause is referring to same storewell fireproof cabinet as mentioned in Point 4 of section 3.1 Scope of work. If not, please confirm, who will supply this safe and what will be the dimensions of the safe.		d) A 5-seater meeting room is required. e) Procurement of fireproof space will be in NPCI scope. The Bidder has to only provision for the space.
17	Section 2 . Contract Term	66	2.1	Ready for Service date	Considering the RFP date , requested Ready for service date (on or before 31st July) is bit stringent . Can RFS be kept in Sep End	r	No change
18	8.26 Termination of Purchase Order/Contract	34	For Convenience	NPCI, by written notice sent to Bidder, may terminate the Purchase Order/ contract in whole or in part at any time for its convenience giving three (3) months' prior notice. The notice of termination may 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. NPCI shall consider the request of the bidder for pro-rata payment till the date of termination.	Please remove or modify the clause as below:  The rates and proposed are established in reliance on the term commitment made therein. If the Customer terminates or downgrades any of the Services or part thereof prior to the expiry of the agreed term for any reason then the Customer agrees to pay to Service Provider, an amount equal to one hundred percent (100%) of the service fees payable for the remainder period of the term.	Termination for convenience affect the trust and goodwill between the buyer and the vendor. <b>We strongly recommend to remove this clause.</b> Termination due to non performance and	The clause already covers sufficient notice period for termination for convenience in lieu of loss of revenue. This is as per industry practice. No change.
19	Annexure O - Documents to be attached	90	1.6	TVRA report Threat vulnerability and risk assessment report	Please confirm if this TVRA is for site selection or facility operations. Operational related TVRA can be done within 3 to 4 months post site is operational and policy and processes are implemented.		All the certifications and reports of the Bidder should be in place at the time of submission of RFP or latest at the time of technical presentation by the Bidder.
20	Annexure O - Documents to be attached	91	1.11, 1.12, 1.13, 1.16	ISO 27001, ISO 14001, ISO 20000, PCI-DSS In case of Under construction/non-operational site, please submit a declaration to achieve this certificate within 6 months of Handover to the NPCI	Suggest to have 6 to 9 months time for adding site in existing certificate as it needs data, evidence for internal, external audit and time for audit finding closure if any. Also, there are multiple certificates.		All the certifications and reports of the Bidder should be in place at the time of submission of RFP or latest at the time of technical presentation by the Bidder.
21	Annexure O - Documents to be attached	91	1.14, 1.15	SOC Type 1 & SOC Type 2	Is it SOC1 or SOC2? SOC2 is not required as we provide colocation service. Also, Type 2 report covers requirement of Type1. Would need to know the requirement of type1 report. Report is for specific past period. We carry out SOC1 Type2 examination for Jan to-Dec month of the year and get the report by end of subsequent April month.		SOC 2 (Type 2) not required by NPCI
22	8.37 Cyber Incident Reporting Clause for Vendors	37	1.1, 1.2, 1.3,1.4,1.5	Entire Cybersecurity related clause	Regarding the cyber incident reporting clause and the data protection clause, we would like to clarify that our colocation service does not include any managed services of the customer's application, network, data or any other IT assets. Therefore, the scope of the cyber security incident for us as the supplier is limited to the physical security of the data centre premises.  We do not have any logical access to or control over the customer's information systems or data, so supplier is not responsible for any breach or unauthorized access that may occur at the customer's system.  <b>We request you to kindly remove this clause as this is more suitable for a managed hosting service provider or a cloud service provider.</b>		No change. Bidder to share periodic report as mentioned in RFP for compliance purposes.
23	8.38 Data Protection	38	1.1, 1.2, 1.3	Entire Data Protection clause	Since we are providing only colocation services, which includes physical space and Power as a service and does not have access to any of the customer's IT setup or data, thus, this clause is not applicable to the Data center service provider.  <b>We request you to kindly remove this clause as this is more suitable for a managed hosting service provider or a cloud service provider.</b>		No change. Will communicate through corrigendum with revised clause if NPCI feels the necessity.
24	Copper cross connects	41	3.3	NPCI will request for cross connects as per above and on requirement basis	Cross connects are chargeable on both OTC and recurring basis. Request you to please include the modify the commercials sheet to include both OTC and recurring charges for both Fiber and copper cross connects.		As per industry practice, there is no OTC attached to Cross connect. Even if it is there it is very negligible and should be absorbed by the bidder.

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25	2.3 Cooling of Data Center Space	74	Section 2: Cooling / HVAC Infrastructure 2.3 : C	C. CFM: Minimum 600 cfm per kW at approximately 48 inches (1.2 metres) above the raised floor surface on the front intake of each supported equipment cabinet	Air flow CFM per KW requirement mentioned is on very high end. This will have impact on the commercials, kindly reconfirm if the CFM values mentioned are correct.		Airflow CFM requirement to be changed from minimum 600cfm per kW to 150cfm per kW. The Bidder should also ensure that at least 600cfm of air flow is achieved at approximately 48 inches (1.2 meters) above the raised floor surface on the front intake of each cabinet.
26	8.5 Right to Audit	26	8.5 Right to Audit	Entire clause	The frequency of audit and notice period should be mutually agreed. Also the scope should be agreed upon to ensure the audit doesn't involve any scope whereby we are required to share financials or confidential information		No change
27	8.14 Representations and Warranties	29	Point -5	5. That the Bidder shall ensure that all assets including but not limited to software's, licenses, databases, documents etc. developed, procured, deployed, and created during the terms of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.	We request to use the following: "The assets or software if used in rendering services will be in accordance with the applicable law. "		No change
28	8.14 Representations and Warranties	29	Point-9	That the execution of the services would be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same	We request to use the following: "That the execution of the services would be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same to the extent they apply to Datacenter service provider's obligations while providing Services. Laws as amended from time to time and the regulatory framework governing the same "  Subpoint (2) and (10) will be applicable on the date of the execution and in event of any claim / litigation / investigations etc., if commenced against Datacenter service provider during the term which may have material impact on the ability of the data center service provider to render Services to NPCI, then data center service provider shall inform NPCI of the same.		No change
29	8.21 Confidentiality	31	8.21 Confidentiality	Entire clause	We request that the confidentiality obligations must be made mutual.		No change
30	8.22 Indemnity	31	a, b, c, d, e, f	Entire Clause	The indemnity obligations sought are extremely broad in nature. We request that parties should negotiate the specific indemnity obligations, for injury, or death caused due to gross negligence or willful misconduct of the personnel of the Parties, to be extended to the parties executing the Order. Further, we request limited indemnity obligations to be imposed on NPCI from any and all claims (including claims by any governmental authority seeking to impose penal or criminal sanctions or otherwise sealing of any portion or imposing any restrictions on use of any part of the premises of the Service Provider.		No change
31	8.23 Liability	33	a, b	Entire clause	We request the Limitation of Liability clause for both parties be modified as follows: mutual liability for all direct damages to be limited for 12 months space charges excluding power. Further, neither Party shall be liable for (a) any indirect, incidental, special, consequential, exemplary or punitive damages or (b) any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, interference with business or cost of purchasing replacement services, arising out of the performance or failure to perform under this agreement, whether or not caused by the acts or omissions or negligence (including gross negligence or willful misconduct) of its employees or agents, and regardless of whether such party has been informed of the possibility or likelihood of such damages. The liability of each of the Party shall not be limited in case any claim arising on account of: (i) death or personal injury resulting from the gross negligence of that Party or their servants, agents or employees; (ii) fraud or fraudulent misrepresentation; (iii) any matters for which liability cannot be excluded or limited under applicable law.		No change
32	8.30 Compliance with Applicable Laws of India	35	8.30 Compliance with Applicable Laws of India	Entire Clause	We shall comply with laws which are applicable to its obligations while providing services under this engagement. Further, we request to exclude the indemnity obligations with respect to this clause		No change
33	8.32 Intellectual Property Rights:	36	8.32 Intellectual Property Rights:	Entire Clause	Each party shall retain its background IP. Taking into account the scope of engagement, we don't foresee any IP being generated hence request to exclude the language to that effect.		No change. Will decide with the successful bidder.
34	8.35 No Damage of NPCI Property	36	8.35 No Damage of NPCI Property	Entire Clause	We request NPCI to obtain insurance of its equipments/material which will be hosted at the colocation space.		NPCI will have insurance to its equipment however, there should not be any damage at the DC colo area due to DCO staff handling etc.

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35	General	N/A	N/A	Additional Clause Requested	<p>We request you to consider adding the following clauses:</p> <p>(1) Misuse of the Services. (a) the Customer is prohibited from marketing and/or re-branding the Services purchased by it as its own product and services or to resell the Services to third parties without specific prior written permission of the Service Provider. (b) the Customer shall not use the Services nor allow the Services to be used to transmit, distribute or store contents or messages (including e-mail messages) which are illegal, potentially harmful (including but not limited to viruses, worms, password-cracking programs or Trojan horses); or fraudulent or misleading (including but not limited to false, deceptive, or misleading statements, claims, or representations), or to transmit or distribute unsolicited e-mail messages where such e-mail messages could reasonably be expected to provoke complaints (SPAM). (c) the Customer shall also ensure that the contents, communications, data etc. transmitted, processed, controlled, stored, destined and/or sourced from the equipment (including those placed in the colocation space allocated to the Customer in the colocation facility of the Service Provider), cross-connects and network of the Customer shall comply with applicable laws and regulation including data protection laws. The Customer acknowledges responsibility for any grossly negligent or willful acts or omissions resulting in claims by government or statutory authorities seeking to impose penal sanctions or otherwise barring the Service Provider's access to the data centre premises of the Service Provider (or</p>		Will be discussed only with technically qualified bidders and maybe considered depending on the commercial advantage.
36	General	N/A	N/A	Additional Clause Requested	<p>(2) Colocation Guidelines. The Customer's use of the Services shall at all times comply with the Service Provider's then-current Colocation Guidelines, Service Schedule and other access restrictions and policies, as amended from time to time by the Service Provider and communicated in writing to the Customer or displayed at the relevant data centre facility or otherwise available on the Service Provider's web site. Notwithstanding anything, it is agreed that the Service Provider shall be bound by the code of conduct and policies of the Service Provider only and in no event, any guideline(s) or policy(ies) or code of conduct of the Customer shall be binding or applicable on the Service Provider even if it is acknowledged by the Service Provider.</p>		No change
37	General	N/A	N/A	Additional Clause Requested	<p>(3) Customer Network Security. The Customer is responsible for maintaining the security of its network from unauthorized access through the Internet. The Service Provider shall not be liable for unauthorized access to the Customer's network or other breaches of the Customer's network security.</p>		No change
38	General	N/A	N/A	Additional Clause Requested	<p>(4) (f) If at the end of the Term and/or termination of this Agreement, the Customer has failed to vacate the Colocation Space or Additional Facilities and return it in the same condition as when it was received, the Customer shall pay 200% of the MRC as liquidated damages effective from the date of such expiry or termination for such period until the Colocation Space or Additional Facilities is /are returned. The Service Provider shall be entitled to prevent the Customer and any agents or employees of the Customer from accessing the Colocation Space or Additional Facilities at the end of the Term/ or termination.</p>		Will be discussed only with technically qualified bidders and maybe considered depending on the commercial advantage.
39	General	N/A	N/A	Additional Clause Requested	<p>(5) (c) The Service Provider shall have the right to immediately terminate or suspend this Agreement or any COF(s) (as applicable), and discontinue or suspend the delivery of the affected Services (without liability) in the event that (i) the Customer fails to make a payment when due and the Customer fails to cure such breach within fifteen (15) days after receipt of written notice from Service Provider; or (ii) the Customer has violated any law, rule, regulation or policy of any governmental authority related to the Services or the Customer's use thereof; or (iii) the Customer has engaged in conduct that has caused or may cause (in Service Provider's sole reasonable judgment) damage to the Facilities, the Service Provider network or third parties; or (iv) the Service Provider receives any direction, notification or instruction from any governmental authority to suspend or terminate the provision of Services to the Customer.</p>		No change

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40	Section 3 Scope of Work	13/96	1	Exclusive continuous space admeasuring 3000 Sq.ft to host 100 racks which can be further expanded upto 12000 Sq.ft. (capable to host upto 400 racks) over the period of 18-24 months from time of award of contract / PO.	Day1 requirement of 100 Racks will be in contiguous Single DC building floor and the future expansion shall be offered in new DC building in contiguous floors as per RFP requirement. We shall offer a dedicated path connecting the non contiguous DC building and ensure dedicated risers to NPCI. NPCI approval required to enable us to bid for the RFP.		NPCI requires contiguous space for the deployment of 400 racks on a single floor. In case the bidder has a smaller data hall that cannot accommodate 400 racks on the same floor, it can offer two non-contiguous but preferably consecutive floors provided dedicated risers or shafts are made available for NPCI.
41	Section 3 Scope of Work	13/96	3	Server and network racks along with other IT infrastructure will be procured by NPCI along with passive cabling for the same. The Bidder is responsible for required cabling upto racks. Power & Data Cabling should be in separate trays or trunking.	Require more clarity in the scope of work. Please advise if the cabling upto racks is referred to the power cabling & not the passive cabling. NPCI to confirm the Cable basket tray required in the server hall.		Same as #41 above
42	Section 3 Scope of Work	13/96	4	2) Place to install minimum 6 nos. of LCD 85" monitors. 3) One dedicated conference room (10-seater) with provision for video conferencing facility	Please confirm understanding: The Video conference system & LED monitors are part of NPCI supply part and DC provider has to provision the space & power required for the same.		The Bidder to only provision space, cooling and power in the Operations Space and the LED/LCD monitors and VC equipment to be procured and installed by NPCI.
43	Section 3 Scope of Work	14/96	7	The MUX room and server farm shall be exclusive for NPCI with non-transparent and fire-retardant partitions and appropriate access controls. Meet me room (MMR) shall be exclusive for NPCI. In case Bidder is providing common MUX room for NPCI and other customers hosted from proposed DC facility, non-transparent and fire-retardant partition and appropriate access controls shall be provided within the MUX room to maintain the exclusivity. The electrical infrastructure such as PAHU and UPS shall also be exclusive for NPCI. In case, Bidder is going to host any other customer on the same floor where NPCI will be hosted, non transparent and fire-retardant partition and appropriate access controls shall be provided within the PAHU and UPS room to maintain the exclusivity.	1. NPCI to advise on the number of Rack required we can provision Racks within this 2 nos diverse readily available common MMR on chargeable basis. 2. The space & power in the MMR is chargeable to the Telco as per standard Rate card of DC provider. 3. We have all the Telco present on the common MMR room with capacity and NPCI can avail capacity from this MMR. 4. if a dedicated MMR room required then NPCI shall ensure that its selected Telco provider provides the capacity from the Dedicated MMR which can be created within NPCI caged space. The space and power bundled shall be payable by Telco to the DC service provider in the dedicated MMR. 5. PAHU units & UPS will be shared Infra for both MMR & the Server Rooms as a standard practice in Colocation DC. Only DC floor PDU can be provisioned as dedicated in the server room.		For the purposes of this clause, MUX room is referred to the space in which all telecom providers (ISPs) will have termination link at the proposed DC Facility and will be managed by the ISP provider. The Bidder will provide a segregated space in such room for the NPCI's preferred ISPs to install dedicated MUX for NPCI. The MMR room is referred to the dedicated space on the data center floor that will be connected with MUX room via dedicated conduit and managed by NPCI network team only. This space can be either in a dedicated room or adjacent to the opaque cage hosting servers. 1. Dedicated MMR rooms should have 4 racks 2. Noted. 3. Noted. 4. Please refer above 5. Please refer to point 50
44	Section 3 Scope of Work	14/96	11. Effective Date	Date on which the site readiness testing is successfully completed by NPCI shall be recognized as Effective Date for the purpose of tenure of proposed contract / PO subject to such other date which is mutually agreed whichever is later.	Request NPCI to clarify the site readiness testing process and guidelines for the same for us to comply accordingly.		L5 Integrated test to be performed in front of NPCI and report to be given.
45	Section 9 General and Technical Specifications	39	1.3	b. In non-contiguous floors are being offered to NPCI, the bidder to ensures that dedicated risers/shaft are provided as a part of their solution.	Day1 requirement of 100 Racks will be in contiguous Single DC building floor and the reserved Rack & power with future expansion shall be offered in new DC building in contiguous floors as per RFP requirement. We shall offer a dedicated path connecting the non contiguous DC building and ensure dedicated risers to NPCI within this new DC building. NPCI approval required to enable us to bid for the RFP.		The proposed solution to be offered by the Bidder should be within the same DC facility (i.e. building). Please refer to #1 for more details.
46	Section 9 General and Technical Specifications	40	1.4	IT power monitoring on Rack level Please confirm availability of DCIM (data centre infrastructure management) software/tools and meters to be used at the facility with real-time integrated cabinet level power monitoring with power consumption to be billed separately on a metered basis (based on actuals) and sufficient M&E power / energy monitoring to invoice for cooling as well.	1. We monitor and measure real time Rack cabinet circuits power in the BMS thru the BCPM (Branch circuit power monitoring) installed in the Dedicated Floor PDU which will be provisioned to NPCI. All the metered reading shall be shared to NPCI during monthly power billing & as and when demanded by NPCI. We can also provide a dashboard view of PDU at the Seating space of NPCI within the DC for monitoring too.-Hope this meets the requirement. If DCIM still required by NPCI that can be provisioned at additional charges once the complete requirement is captured & which will be dedicated to NPCI. Currently the charges for the same shall not be captured in our commercial proposal.		No change. DCIM is requirement for NPCI.
47	Section 9 General and Technical Specifications	40	1.5	Provisioning for GPS and Network antenna. Please confirm availability provision for both current and future needs. Bidder will have to provision for the trunking and cabling for this antenna when required	Please confirm our understanding: 1. Bidder has to provision only space for Installation of the GPS & NW antenna. 2. NPCI to share the sizes of the above antenna for us to comply.		1. The Bidder to provision only for space (3ft x 3 ft) and power for the installation of the GPS and Network antenna. 2. NPCI will install one (1) antenna / receiver on its own (if required). Indicative dimensions are 10mm in
48	Annexure H - Eligibility Criteria Compliance & Eligibility Criteria	63	6	Land & building shall not have been mortgaged by the bidder as on date and shall not mortgage over the tenure of the contract without NPCI consent.	Since Datacenter is a capex intensive business, DC Building mortgage with Banks is required and a common acceptable practice request NPCI to waive this clause. The Land is not mortgage since its on a long lease of 70-years with MIDC.		NPCI won't consider any DC facility which is hosted out of land or Building mortgaged. No change.
49	Annexure J - Technical Compliance	69	Section 6: Facility requirements	NPCI requires 6 car & 25 Bike parks within the premises, please confirm availability of the same	Parking space shall be provisioned in a secure area adjacent or near to the DC Building/DC campus. Since as per Tier IV/Rated 4 guidelines no parking space to be provisioned within the DC facility.		No change

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50	Annexure J - Technical Compliance	70	6.13 Dedicated MEP	NPCI shall have the entire MEP for it's racks dedicated (Except for the high side infrastructure like substation,transformers, main distribution system, the Diesel generator stack, Chiller System & BMS.	For the Year 1 100 Racks we shall provision only the Dedicated PDU, since the Server hall is already deployed with shared Infra structure upto UPS & PAHU levels. The future space also will be provisioned with Dedicated floor PDU's.		No change. Please refer to point 7 (Exclusivity) of Section 3 (Scope of Work) of the RFP
51	Annexure J - Technical Compliance	66	Section 2: Contract Term	Ready for Service date on or Before 31st July 2024	The RFS date shall be from PO/Contract of 12 weeks. Considering the scope of work required request NPCI to keep the RFS date from the PO & contract Date and not a fixed date of 31st July 2024.		As per section 8 (Terms & Conditions) point 8.12, the delivery schedule from receipt of PO is 8 (eight weeks).NPCI is reviewing and will inform if any change through corrigendum.
52	Annexure J - Technical Compliance	70	6.15 cooling	Bidder shall always maintain following in the technical space of the NPCI Temperature : 22 degrees (+/- 2 degrees) Humidity : Relative humidity to be maintained between 50% (+/- 10%)	As per ASHRAE guidelines TC9.9 and considering optimising the energy consumption and efficiency. The temperature in the server hall should be maintained at 24 with tolerance level of +/- 2 deg Celsius. Request Bank to accept the same		No change
53	Annexure J - Technical Compliance	72	1.7 Power at Rack Level / iPDU	a. Whether dual power feed of 8 kW (consumed power) is provided at each rack? Please confirm that there are no power infra upgradation charges and NPCI can add additional servers at its own discretion subject to the maximum power per rack offered. b. STS (Static Transfer Switch) for the racks in which single power source equipment are installed with at least N+1 or N+N redundancy. Please note 20 Nos of STS are to be provided by DCO for every 100 Racks. c. Each power distribution unit (iPDU) inside the rack should provide 32A dual output sockets three phase d. iPDU should be 32A three-phase PDU with minimum of 32x universal sockets : kWh, W, VA, PF, Voltage, Ampere and Sensor types: Temperature, temperature/humidity (combined	Clarification required as below. 1. The Total Commercial contract to be worked out on Consumed power of 8 kw of each Rack-Please confirm. 2. ATS/STS Rating required to be considered. 32 amps single phase or 16 amps single phase.-Please confirm.		1. The Bidder to provision each rack with an average density of 8kW/rack on consumed basis. 2. STS rating to be 16 amps single phase with C19 input power
54	Annexure J - Technical Compliance	74	2.3 Cooling of Data Center Space	Will the cooling support the required critical load of 8 kW (eight kilowatts) per rack? Please describe your proposed cooling strategy including raised floor air pressure, temperature and humidity controls based on the stated IT load/power density profile. a. Confirmation :Yes/No b. Raised floor air pressure : c. CFM: Minimum 600 cfm per kW at approximately 48 inches (1.2 metres) above the raised floor surface on the front intake of each supported equipment cabinet d. Tile spacing : 2 tiles spacing ? e. Active tiles (if any): f. In row cooling (if any):	The cooling shall be maintained as per the final RFP accepted terms. Please recheck the CFM required mentioned as 600 cfm per kW, as standard for 8 kW consumed Racks the CFM shall be 145 CFM per Kw.- Please verify and advise. Active tile is not recommended since its a fire hazard within the DC server hall.		Same as #25 above
55	Annexure J - Technical Compliance	74	2.4 Containment	Air flow and positioning of equipment must be capable of handling our requirements. Cold aisle containment to be installed in the caged area for all the Rack rows and must have biometric access control installed.	Biometric shall be provisioned at the Cage entrance. Biometric on the individual cold aisle containment is not a viable option. -Please approve only on the cage entrance.		Please refer to #6 and #7 above
56	Annexure J - Technical Compliance	75	UPS Battery Room Cooling	Battery Rooms shall be always maintained at 22 degrees Celsius (+/- 2 degrees). Ventilation shall be designed for minimum continuous 1 CFM/SF (.03 Cu m/square m) of outside air. The battery rooms shall be kept at negative pressure relative to their surroundings. The makeup air handler and exhaust fan shall have 2N redundancy for continuous duty. A hydrogen detection alarm monitoring system shall be installed and connected to the BMS. All the systems shall comply with Tier III/IV or Rated 3/4 standards.	As per OEM recommendations and DC standards the Temperatures in the Battery room shall be maintained at 25 +/- 2 deg.-Please approve.		No change
57	Annexure J - Technical Compliance	75	Remote Monitoring	NPCI requires availability of remote monitoring systems from NPCI's premises	NPCI to advise on the parameters to be monitored and the Remote location to be specified. Is the Seating space within DC or over the WEB over secure VPN.- Please advise.		NPCI will be mutually discuss and agree with the successful bidder at a later stage
58	Annexure J - Technical Compliance	75	Remote Monitoring	There should be CCTV monitoring and access entries/exits logs for of building entrance, exits and other critical areas where NPCI's components are placed. The Bidder is expected to maintain these monitoring records for at least 3 months online and be made available for review by NPCI within 6 (six) business hours. Post which the Bidder is expected to archive such records for CCTV cameras installed within NPCI's server area for a period of 1 year and the same should be made available on NPCI's request through the period of the contract. Above should be provided at no extra cost.	Please confirm and advise on our understanding as below We have to maintain CCTV monitoring records for at least 90 days online, post archive for last subsequent period of 1 year on hard drive provided by the Bank and will be banks safe custody due to criticality in nature of data.		NPCI will provide the hard drive to the successful bidder
59	Annexure J - Technical Compliance	78	6.3 Data Center Space Cabling	a. NPCI requires separate overhead data cable basket for copper and fiber each (to be installed above the racks) for the NPCI along with Fibre runners. These cables should be aptly labelled for ease of operations and maintenance. b. NPCI requires cable standard of CAT 6A (low smoke zero halogen) for copper and OM4 for fiber. This is subject to change upon NPCI's discretion. There shouldn't be any sharp bends greater than 90 degrees. All cables should be aptly labelled. Note: NPCI will engage its own vendor for inter-rack cabling	We advise on the below challenge. 1. Is dual cable basket tray required for both copper & fiber? if yes the same can be provisioned. 2. Since it also mentions fibre runner too in the description for provisioning & delivery of fibre runner the complete BOM , Make & specs required from NPCI to work out the commercial from the NPCI approved vendor. Request NPCI to share the approved vendors to work on the fibre basket requirement.		1. Yes. 2. Wire mesh for copper (main branch 500mm and branch 300mm and fiber cable guide pathway system (100mm)
60	Annexure Q - Commercial Bid	94	2. Power (Provisioned - 800 KW)	Projected for TCO. Payment will be based on actual consumption for usage upto 800 KVA)	For TCO purpose its recommend to consider the 800 kW from the 2 nd year onwards if not from year 1 itself. Currently it is only considering 200 kVA for the complete 5 years and this may not give the correct TCO. Request NPCA to consider it 800 from at least second year onwards for TCO calculation.		Refer corrigendum for revised commercial format.
61	RFP	13	3.1 Scope of work	1 - Space : 100 racks with 3000 SQF and 4000 racks with 1200 SQF	Rack layout needs to be shared basis the no of racks or SQF basis. As incase if the commercials are quoted on per rack basis , it will be a better commercials option. Please confirm		Rack layout to be shared both on sq.ft. and rack basis to confirm exact area being offered and number of racks that can be hosted. Commercials to be presented as per Annexure Q

#	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI response
62	RFP	13	3.1 Scope of work	1 - Space : 100 racks with 3000 SQF and 400 racks with 12000 SQF, exclusive continous space	Can we provide 400 racks and split into two DC halls within the same DC, these two DC halls can be interconnected using fiber.  Can we offer two different DC connected with high capacity fiber backbone for the sum of total 400 racks. Request NPCI to accept and confirm.		Same as #1 above
63	RFP	13	3.1 Scope of work	2 - Power : For 100 racks 800 KVA power is required.	800 KVA is the consumed power or the rated power, please confirm and share inputs		Please refer to #3 and #51
64	RFP	13	3.1 Scope of work	3 - Server farm setup : Bidder is required for the cabling upto the racks	How many ports of copper & fiber are required per rack for installation & commissioning of cabling. Also who will do the Installation of racks and iPDUs, please confirm us on the same. Do we need to include cabling on the current OTC.		As per point 6 of Section 9 (Technical Requirements) and point 3 of scope of work, passive/inter-rack cabling will be done by NPCI.
65	RFP	13	3.1 Scope of work	4 - Seating space : On the same floor	Do we need seating space on the same floor as DC, as usually in a DC design seating space are on different floor with Glass windows and use of natural light. This is not possible on the DC floor, request NPCI to confirm on the same.		As mentioned under point 1.6 of Section 9 (General Requirements), NPCI has the 'preference' (and not mandatory) for the Operations space to be provided on the same floor/alternate floor within the same DC facility. Bidder to offer solution that best meets NPCI requirement in line with availability at their facility.
66	RFP	13	3.1 Scope of work	4 - Seating space : 6 nos of 85" Monitors	Hope these monitor will be provided by NPCI, please confirm		The Bidder to only provision space, cooling and power in the Operations Space and the LED/LCD monitors and VC equipment to be procured and installed by NPCI.
67	RFP	13	3.1 Scope of work	4 - Seating space : Meeting room with video conference facility	Does the expectation is to provide the video conference setup in the meeting room, and same has to be maintained by DC service provider.  Also can seating space and conferenc rooms be distance apart on the same floor. Please clarify		Same as point above
68	RFP	13	3.1 Scope of work	4 - Seating space : Space for 2 fireproof vaults	Who will provide these fireproof vaults, please clarify.  What are the dimensions of these fire proof vaults, please share inputs		Please refer to #16 above
69	RFP	13	3.1 Scope of work	5 - Access Control : System should have biometric & face recognition	Data centre will have two factor authentication access (one will be smart card & second is Biometric ) and thus facial recognition is		No change
70	RFP	14	3.1 Scope of work	7 - Exclusivity : Mux & DC floor space partition and exclusivity	What is the area or for how many racks the dedicated MuX room is required by NPCI, please clarify		Please refer to #43 above
71	RFP	14	3.1 Scope of work	7 - Exclusivity : UPS & PAHU exclusivity	Does NPCI demands dedicated UPS and PAHU for the the DC floor area, request to please confirm.		No change. Please refer to point 7 (Exclusivity) of Section 3 (Scope of Work) of the RFP
72	RFP	14	3.1 Scope of work	7 - Exclusivity : Rooftop Antenna	Depending upon the space feasibility, same can be provided to NPCI		Same as #40 above
73	RFP	46	Additional requirement				N/A
74	RFP	74	Section 2 : Cooling & Infra	2.3 Cooling of DC	600 CFM per KW, this is too high. General practice is to design 150-160 CFM per KW in a DC , we request NPCI to reconsider the same.		Same as #25 above
75	RFP	30		8.16 : SLA (99.998%)	The Rated 3 SLA is 99.982% and we would recommend NPCI to consider the same keeping in mind the Tier 3/ rated 3 DC are allowed.		Changed to 99.995%
76	RFP	31	Payment terms	8.20 : Payment of recurring charges in arrears	We would request recurring charges to be kept quarterly in advance, request NPCI to accept and confirm.		Committed quarterly payment (i.e excluding power which will be payable at actuals on monthly basis) can be considered for quarterly in advance term provided the bidder agrees to submit the equivalent BG for quarterly amount with validity for one year and claim period of 6 months.The same will be returned after carrying out any adjustment due for the year and upon receipt of similar BG for subsequent year.Will incorporate this through corrigendum.
77	RFP	37		8.37 : Cyber Incident reporting clause for vendors	This is not applicable for a Colocation service providers, request NPCI to remove this section.		Please refer to #20 above
78	RFP	40	Section 9 : General and technical specifocations	1.5 : Rooftop antennas	Whats is the quantity and size of the antenna, please confirm		Same as #4 above
79	RFP	40	Section 9 : General and technical specifocations	1.7 Store rooms	Does store rooms have to be on the same floor, nearest possible floor will be considered or it is mandate to be on the same floor. Please confirm.		The Bidder to provide store room in the same floor as the Operations space
80	RFP	68	Section 5 : Rack deployment timelines	5.1 - Reserved racks	As the ratio of Day1 racks occupied to the reserved space is high, we would request NPCI to allow some reservation charges for the reserved rack space and lower the reservation period from 18 months to 12 months. Please consider this and confirm		No change. Pls refer - Section 3 #1 , Clause 8.2
81	RFP	46	Section 1 : Power Infrastructure	1.8 DG/Generator : Bulk fuel capacity of 48 hrs	We would request for an onsite 24 hrs of fuel storage, this is in line with rated 3/tier 3 requirement.Please accept and confirm		No change
82	RFP	77	Section 5 : Security monitoring & access control	5.3 Operations Space : 90 smart card access	90 cards are too high and will lead to security concerns in maintaing the card if people leave and join NPCI, we would recommend minimal calculation on the permamnet access card.		No change
83	RFP	77	Section 5 : Security monitoring & access control	5.5 Security/Surveillance data : 1 years of archival to be maintained post 90 days online archive	We would request NPCI to take archive beyond 90 days on the media provided by NPCI and keep it themselves, maintaining archive for CCTV beyond 90 days will be difficult at our end, request NPCI to consider the same and confirm.		Same as #58 above

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84	RFP	78	Section 6 : Cabling	6.3 : Cabling in a bus bar trunking with raceway trunking	We have an overhead dedicated containment for power cables and distribution is through the cables with the dedicated Tap up box, hope NPCI is fine with this arrangements and consider the power cable distribution design as well, please consider and confirm.		No change
85	RFP	78	Section 6 : Cabling	6.5 : LV Dedicated risers	Dedicated LV risers will not be there but geo redundant risers will be made available, to mitigate the risk. Hope NPCI is fine with the same. (We are considering LV distribution from Transformers to the UPSs).		Yes
86	RFP	78	Section 7 : Network & carrier connectivity	7.2 MMR dedicated on each floor	Do we need dedicated MMRs or dedicated MMRs on each floor, Kindly confirm along with the rack space & power requirement of dedicated MMRs		Please refer to #41 above.
87	RFP	78	Section 7 : Network & carrier connectivity	7.4 Cross connect at no additional cost	NPCI will be charged for an OTC & recurring amount per cross connect, please accept and confirm.		As mentioned under point 7.4 of Section 9 (Technical Requirements), NPCI will not pay any additional cost for fiber or copper cross-connects.
88	RFP	84	Annexure M	1.2 Definition : Outage shall commence when each or either fails	Please explain this point, but outage in DC is considered when both the power sources are down simultaneously. Please explain the expectations.		This point describes the general definition of outage i.e. A total failure of the UPS that leads to a power outage of the technology equipment and total isolation of the Data Center.
89	RFP	85	Annexure M	1.3 Critical Level of Environmental Infra - Resolution Times to be 5 mins	5 min can be a response time, resolution time will depend upon the type of the problem and the components affected, Please review this and remove this clause.		1.3 Critical Level of Environmental Infra - 'Response' Times to be 5 mins
90	RFP	85	Annexure M	1.4 Other Critical Level of Environmental Infra - Resolution Times to be 15 mins	15 min can be a response time, resolution time will depend upon the type of the problem and the components affected, Please review this and remove this clause.		1.4 Other Critical Level of Environmental Infra - 'Response' Times to be 15 mins
91	RFP	86	Section 2 : Service Levels	2.2 Critical Level of Environmental Infra uptime 99.998%	The Rated 3 SLA is 99.982% and we would recommend NPCI to consider the same keeping in mind the Tier 3/rated 3 DC are allowed. Request to revisit and revise.		Please refer to #75 above #317-#321
92	RFP	86	Section 3 : Performance measurement	3.2 Maintenance time for servicing to be 99.982%	This is not service affecting and should be targetted at around 99.9%, request to revisit and reconsider.		No change
93	RFP	87	Section 3 : Performance measurement	3.4 Affected period , cap & termination - 10% CAP	Please keep the CAP at 5%, reconsider and confirm us.		No change.
94	RFP	87	Section 3 : Performance measurement	3.5 Penalty in delay in provisioning - 0.5% per week with a CAP at 5% of TCO	This is very high, request to please revise the same to : Penalty in delay in provisioning - 0.1% per week with a CAP at 1% of TCO. Please confirm		No change
95	RFP for DC Colocation	3	Tender Cost Fees	Online transfer of Rs 17,700/- (Rs. Seventeen thousand seven hundred only inclusive of GST@18%) towards cost of Bid document in Folder - 'A'	Request you to please waive off the payment for tender fees as we have already submitted the same at the time of EOI Submission.		No change. Bid cost is mandatory for every EOI / RFP.
96	RFP for DC Colocation	13	Cl. 3.1	Exclusive continuous space admeasuring 3000 Sq.ft to host 100 racks which can be further expanded upto 12000 Sq.ft. (capable to host upto 400 racks) over the period of 18-24 months from time of award of contract / PO.	Our understanding is that the 3000 sq ft space comprises of the floor space for rack cabinets, PAHU units and any other dedicated equipment that is provisioned for the customer for the proposed solution. Please confirm this understanding.		No change
97	Request for Proposal for collocated DC facility for hosting NPCI Data Centre at Mumbai/Navi Mumbai for period of 5 years.	13	3.1 Scope of work 3. Server farm setup	Server and network racks along with other IT infrastructure will be procured by NPCI along with passive cabling for the same. The Bidder is responsible for required cabling upto racks. Power & Data Cabling should be in separate trays or trunking.	1. Supply & Installation of PDU, blanking panels will be in NPCI scope? 2. Number & type of Intra rack cabling details required for cable tray sizing? 3. Also please confirm Cablofil/ fiber runner is required for structural cabling distribution. 4. Lifting & shifting of IT components and racks will be in whose scope?		1. iPDU will be in Bidder's scope. 2. NPCI will mutually agree and inform the successful bidder at the later stage 3. NPCI will mutually agree and inform the successful bidder at the later stage 4. Bidder's scope
98	Request for Proposal for collocated DC facility for hosting NPCI Data Centre at Mumbai/Navi Mumbai for period of 5 years.	13	3.1 Scope of work 4. Seating Capacity & Conference Room, Storeroom	The Bidder shall provide dedicated seating capacity for 25 members on the same floor to accommodate: 1) Workstations facing wall with minimum of 4 data and 2 voice ports per workstation along with network connectivity for handling 24 x 7 x 365 DC operations. 2) Place to install minimum 6 nos. of LCD 85" monitors. 3) One dedicated conference room (10-seater) with provision for video conferencing facility 4) 2 Nos. of big storewell cupboard (fireproof) within allocated seating area 5) Dedicated storeroom with 100 Sq.ft. area along with power connection. It can also be used as staging area for installation and testing of equipment as and when required by NPCI.	Seating space shall be provided to NPCI employees at different floor not on the proposed Server floor area. 1. Worktables and workstations will be in whose scope? 2. Videowall matrix and connectivity details to be provided by customer & scope to be defined 3. Page number 66 Operations Space d) 1x five seater meeting room with 2x storewell cupboards and provision for VC facility. Requesting NPCI to confirm the 4. Supplying of big storewell cupboard specifications and scope to be defined. 5. Kindly confirm 1 number of 100 Sft area will be used for both store room as well as staging room?		Please refer above from #65 yo #68. 1. Bidder's scope 2. NPCI's scope 3. No change 4. Bidder's scope. Dimensions 4ft by 6ft. 5. Yes
99	RFP for DC Colocation	15	4.1	Building and DC facility shall be owned by the bidder	Please amend the clause as Building / DC facility shall be owned /leased.		No change
100	RFP for DC Colocation	15	2. Experience	The bidder shall have minimum 10 years of experience of managing DC collocation services for BFSI clients in India or any national critical infrastructure as declared by NPCI	Please amend the clause as The bidder shall have minimum 3 years of experience of managing DC collocation services for BFSI clients in India or any national critical infrastructure as declared by NCIIPC		No change
101	RFP for DC Colocation	15	Financial	Profitable for the last 3 years (covid year relief given for financial year 2020-21)	Please amend the clause as Profitable (EBITDA) for the last 3 years (covid year relief given for financial year 2020-21)		No change



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102	RFP for DC Colocation	15	Financial	Turnover of INR 75 crores/annum in each of last 3 years (covid year relief given for financial year 2020-21)	Please change the clause as Average Annual Turnover of INR 60 crores in last 3 Financial years (covid year relief given for financial year 2020-21)		No change
103	RFP for DC Colocation	15	Financial	Positive net worth for every year for last 3 years	Please change the clause as Positive net worth for last financial year.  *Note: Net worth as per Ind-AS - 32 of accounting standards as notified under Section 133 of Companies Act, 2013		No change
104	RFP for DC Colocation	15	Location, ownership and DC facility	Building and DC facility shall be owned by the bidder	Please amend the clause as Building / DC facility Shall be owned /leased.		No change
105	RFP for DC Colocation	15	Location, ownership and DC facility	Land & building shall not have been mortgaged by the bidder as on date and shall not mortgage over the tenure of the contract without NPCI consent.	If the Land & building shall have been mortgaged by the bidder as on date, the bidder shall provide an NOC from lender and shall not mortgage over the tenure of the contract without NPCI consent.		No change
106	RFP for DC Colocation	19	Cl. 5.13 and Cl. 5.25	Envelope/Folder C: Commercial bid should be password protected. The password to Commercial bid needs to be shared only upon notification of technical qualification. Email with further instructions will be sent to the technically qualified bidders.  And  Stage 2 -Folder 'C' of those Bidders who qualify the eligibility and technical criteria will be evaluated. NPCI reserves the right to conduct Reverse Auction (RA) or Price discussion mechanism to arrive the exact price and successful bidder.	Understading there will RA and/or PDC meeting to finalise the L1 bidder.  Please help us understand the purpose of submission of commercial bid prior to the RA.  Will commercial bid form basis or impact the RA process and eligibility?		The commercials are to be submitted as password protected file. The commercials will be opened for technically qualified bidders only. This is normal process. NPCI will decide the approach on finalisation of the L1 bidder. It may go for RA or PDC. There will be no impact RA process and eligibility.
107	RFP for DC Colocation	24	Cl. 7.4	Bidders should score equal to or more than 70% (minimum) in technical evaluation.	Please elaborate on scoring process.		Will be communicated with eligible bidders as required.
108	RFP for DC Colocation	26	8.4	Within 5 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.	Request to change 5 days to 15 days as a reasonable time period.		No change
109	RFP for DC Colocation	26	8.5	Right to Audit	NPCI to please consider following addition in the clause:  In case NPCI desires to audit the Services contracted, NPCI shall notify Bidder with at least Fifteen (15) days' prior written notice for such audit.		No change
110	RFP for DC Colocation	31	8.21	The terms of this clause shall continue in full force and effect for a period of five (5) years from the date of disclosure of such Confidential Information.	Request to reduce the period from 5 years to 1 year.		No change
111	RFP for DC Colocation	32	8.22	d. Bidder shall indemnify and keep indemnified NPCI Indemnified Parties in case of damages or loss arising out of negligence or misconduct directly attributable to Bidder Personnel, which results into malfunction of the deliverables, scope of work and SLA under the contract or any design fault or any upkeep / maintenance lapses or any damage to IT asset installed in the Data Centre, which causes DC facility malfunction or any operational event resulting in major disruption to the business requiring action by NPCI, such as invoking DR and shutting down of one or many systems to avert significant impact to the DC operations.	Since negligence or misconduct is vague and open ended risk to the contract hence requesting to change it to ' <b>Gross negligence or willful misconduct</b> '		No change
112	RFP for DC Colocation	32	8.22	e. Bidder shall indemnify and keep indemnified NPCI Indemnified Parties against breach of the terms and conditions of the Contract or PO by the Bidder and/or its Sub-Contractors and/or their Personnel. f. Nothing in the Contract shall limit or purport to limit the liability of Bidder for death or personal injury caused at the Site or in the course of execution of the works by negligence, accident or for fraudulent misrepresentation.	Request NPCI to make these liabilities Reciprocal/Mutual.		No change

#	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI response
113	RFP for DC Colocation	32	8.22	Indemnity	We would like to propose following additions in this section as under:  g. NPCI shall indemnify to the bidder for any claim of loss or damage arising on the bidder due to the following reasons attributable to NPCI that if NPCI : i. misuse of the Services provided by Bidder for any illegal, prohibited activities under the law or unauthorized purposes; ii. breaches any Applicable Law. iii. breaches any contractual term under the contract pursuant to this RFP.		No change
114	RFP for DC Colocation	33	8.23	b. Bidder's Liability: 1. Except for any liability arising out of gross misconduct or gross negligence of Bidder and/or its Personnel, breach of confidentiality obligations, breach of Applicable Laws, fraud by Bidder or its Personnel, and events specified in Clause 8.21 (a), (b) and (c), in no event shall the total aggregate liability of Bidder for claims asserted by Bidder or any damages under or in connection with the Contract/PO, regardless of the form or nature of action giving rise to such liability, in respect of each claim under the contract, (whether in contract, tort or otherwise), exceed the total PO value.	There is no such (a), (b), (c) to the Clause 8.21. NPCI to please check and correct the clause reference for correct reading and interpretation.  This is imbalance position under the liability of bidder as against NPCI under the pre=ceeding clau= 8.23 (a) (i). Here we would like to propose that the claim under the contract shall be limited under the PO for one (1) year period immediately preceding the date of the claim.		The clause referred is 8.22 instead of 8.21
115	RFP for DC Colocation	33	8.23	Liability: ii. Any liability arising out of claims against NPCI resulting out of event specified in clause 8.21.(d) shall be to the extent of 500% of the total PO value.	Liability of 500% of total PO value is unreasonable and hence unacceptable. Request NPCI to please remove this line for the RFP and any subsequent contract document.		No change
116	RFP for DC Colocation	33	8.23	iii. Any liability arising out of claims against NPCI resulting out of event specified in clause 8.21.(a), (b), and (c) shall be to the extent of claim, loss, costs, damages, expenses, penalty and interest suffered/ incurred by NPCI on account of the claim raised by regulatory authorities or by any third party.	There is no such (a), (b), (c) to the Clause 8.21. NPCI to please check and correct the clause reference for correct reading and interpretation.  This liability is already covered under the Bidder's Liability clause in preceeding paragraphs. This Liability is unreasonable and unacceptable. Request NPCI to please remove this paragraph from this RFP and subsequent contractual document.		No change
117	RFP for DC Colocation	33	8.25	<del>In case of order cancellation, any payments made by NPCI to the Bidder for the particular service 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 Purchase Order and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid.</del>	Request NPCI to remove this line as this liability is unreasonable and unacceptable.		No change
118	RFP for DC Colocation		8.26	For Convenience: NPCI, by written notice sent to Bidder, may terminate the Purchase Order/ contract in whole or in part at any time for its convenience giving three (3) months' prior notice. The notice of termination may 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. NPCI shall consider the request of the bidder for pro-rata payment till the date of termination.	Request NPCI to remove this clause in the interest of a good contract.		The clause already covers sufficient notice period for termination for convenience in lieu of loss of revenue. This is as per industry practice. No change.
119	RFP for DC Colocation		8.26	Termination of Purchase Order/Contract	NPCI to consider adding below clause in the RFP and subsequent contractual documents:  Bidder's Right of Termination/Suspension  i. Bidder shall have the right to suspend or terminate the services/agreement in case of failure of timely payment by NPCI to the Bidder.  ii. If the parties fail to comply with the applicable compliance under the law or breach of the terms of the agreement, the parties shall endeavor for an amicable solution. If such aforesaid non-compliance or breach by either party impacts adversely other party's business interest, then such other party shall have a right of suspension or termination of the work till the party in breach rectifies such non compliance or breach.		No change. NPCI is national critical infrastructure, any suspension to the services will have severe impact. Hence, this change is not acceptable. Dispute resolution process is provided in the RFP.

#	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI response
120	RFP for DC Colocation		8.27	Bidder agrees that after completion of the Term or upon earlier termination of the Purchase Order, Bidder shall, if required by NPCI, continue to provide services to NPCI at no less favorable terms than those contained in this Purchase Order.	This is not agreeable as this is one sided and arbitrary. Request for removal of the same as this is high risk on the bidder to contract.		No change.
121	RFP for DC Colocation		8.27	However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to Bidder.	Request for removal of this line as this is an unreasonable, unagreeable and one sided. Considering that the Bidder may accrue or incur a cost by investing to arrange for any deliverables in order to the contract, shall be the rightful entitlement of cost recovery to the Bidder. Please consider addition of the suggested clause hereunder: NPCI shall be liable to pay and Bidder shall be entitled to receive accrued or outstanding payment (if any) in accordance with the related PO and have the rights of an unpaid seller under Applicable Laws.		No change
122	RFP for DC Colocation		8.27	NPCI may make payments of undisputed amounts to Bidder for Deliverables and services provided till the effective date of termination.	NPCI to please consider the addition hereunder: NPCI shall be liable to pay the interest @24% p.a on any delayed payment to the Bidder.		No change
123	RFP for DC Colocation		8.28	Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an event of Force Majeure, the said notice to contain details of the circumstances giving rise to the event of Force Majeure. If the event of Force Majeure continues for more than twenty (20) days, either party shall be entitled to terminate the Purchase Order at any time thereafter by giving written notice to the other party.	Request NPCI to please change 20 days to 90 days.		20 days or such extended timeline as may be mutually agreed on case to case basis. Will be discussed with the successful bidder.
124	RFP for DC Colocation		8.31	Legal Compliances	This clause is not applicable as this intended contract is not of a nature of Contractual Labour Supply Contract. This is intended to be a Principle to Principle Contract between two corporations and the paragraph 2 under this section is absolutely not applicable hence removal of 2nd paragraph of this section is requested.		The word NPCI can be removed from 1st line of 2nd Para, rest of the clause are for protective in nature for NPCI and will be retained.
125		37	8.37	Cyber Incident Reporting Clause for Vendors	Since the scope of this RFP does not include monitoring or management of IT component . This clause will not be relevant to bidders Hence request you to delete this clause.		Same as #22 above
126	RFP for DC Colocation	39	Section 9	IT power monitoring on Rack level Please confirm availability of DCIM (data centre infrastructure management) software/tools and meters to be used at the facility with real-time integrated cabinet level power monitoring with power consumption to be billed separately on a metered basis (based on actuals) and sufficient M&E power / energy monitoring to invoice for cooling as well.	Rack level monitoring via DCIM/ BCPM circuit shall provide the consumed IT load at actual. Please elaborate on the method for calculating the M&E power consumed at actual. Or We can provide Utility charges inclusive of base power rate and PUE.		Please refer to # 46 above
127	RFP for DC Colocation	42	Section 9	Facility shall be either owned by the Bidder freehold basis or long term lease hold basis shall have unexpired term (in case of leased basis) of more than 10 years from the date of this RFP document. The Bidder should share copy of relevant ownership document from MIDC (or other relevant authority) to substantiate their claim.	Facility shall be either owned by the Bidder / long term lease / data services provider basis and shall have unexpired term of more than 10 years including the extended period. The Bidder shall share relevant documents to confirm this arrangement.		No change
128	RFP for DC Colocation	51	7.2	Dedicated Trunking	This we can provide however duct & chamber will be shared and fibers can be dedicated. Please confirm?		No change
129	RFP for DC Colocation	57	Annexure B - Bid Offer Form	As security (EMD) for the due performance and observance of the undertaking and obligation of the bid we submit herewith RTGS/BG bearing no. _____ dated _____ drawn in favor of "National Payments Corporation of India" or Bank Guarantee valid for _____ days for an amount of Rs. _____ (Rs. _____ only) payable at Mumbai.	As we have already paid EMD of Rs 5,00,000 at the time of EOI Submission and we are proposing the same site. Hence we would be submitting the same EMD details in Annexure B- Bid offer form. No separate EMD will be submitted. Please confirm?		Your understanding is correct. Refer Section 1 - Table - #13

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130	Request for Proposal for collocated DC facility for hosting NPCI Data Centre at Mumbai/Nav Mumbai for period of 5 years.	65	Section 1: Facility Requirement 1.1 Data Centre Space	Total No. of Racks : 400 Racks. Average Density per rack: 8kW and IT Power : 2.4 MW No. of 600 x 1200 mm racks (Indicative no.) : 80% racks No of 800 x 1200 mm racks (Indicative no.) : 20% racks Note: Standard rack spacing ranging from 25-30 sq.ft. gross area/rack should be considered while making provisioning and spacing equivalent to 2x tiles should be provided at the periphery of the cage. The said cage should be opaque in nature and as per industry approved specifications. Power to be racks should be supplied within 2 to 6 hours of intimation by NPCI.	The commercial format expects commercial for (32 Amps Socket- Single Phase) and ( 63 Amps sockets - Three Phase). Overall requirement is 800 KW per 100 Rack Our understanding is that NPCI will provision appropriate Rack PDUs in each rack based on the density required per Rack. Please confirm this understanding.		8kW/rack with 32Amps - three phase power
131	Request for Proposal for collocated DC facility for hosting NPCI Data Centre at Mumbai/Nav Mumbai for period of 5 years.	66	Section 11 Annexure J - Technical Compliance 1.4 Power Metering:	IT power monitoring on Rack level. Please confirm availability of DCIM (data centre infrastructure management) software/tools and meters to be used at the facility with real-time integrated cabinet level power monitoring with power consumption to be billed separately on a metered basis (based on actuals) and sufficient M&E power / energy monitoring to invoice for cooling as well.	Request to consider BCM also for real time monitoring of power usage per rack.		No change
132	Request for Proposal for collocated DC facility for hosting NPCI Data Centre at Mumbai/Nav Mumbai for period of 5 years.	72	Section 11 Annexure J - Technical Compliance Section 1: Power Infrastructure Power at Rack Level / iPDU	a. Whether dual power feed of 8 kW (consumed power) is provided at each rack? Please confirm that there are no power infra upgradation charges and NPCI can add additional servers at its own discretion subject to the maximum power per rack offered. b. STS (Static Transfer Switch) for the racks in which single power source equipment are installed with at least N+1 or N+N redundancy. Please note 20 Nos of STS are to be provided by DCO for every 100 Racks. c. Each power distribution unit (iPDU) inside the rack should provide 32A dual output sockets three phase d. iPDU should be 32A three-phase PDU with minimum of 32x universal sockets : kWh, W, VA, PF, Voltage, Ampere and Sensor types: Temperature, temperature/humidity (combined), leakage, airflow and Supported protocols: HTTP, HTTPS, SSL, SSH, NTP, TCP/IP v4 und v6, DHCP, DNS, NTP, Syslog, SNMP v1, v2c and v3, Traps, Modbus/TCP, SMTP, RADIUS, TACACS+e. Age and OEM of the equipment?	b. STS capacity & specifications required from NPCI. C. 32A 3P (iPDU) (2 PDUs per rack along with mobile industrial sockets) will be in DCO scope? kindly confirm the same.		Same as #53 above
133	Request for Proposal for collocated DC facility for hosting NPCI Data Centre at Mumbai/Nav Mumbai for period of 5 years.	78	Section 6: Cabling 6.4 racks	a. All racks shall have lockable perforated doors at the back and the front with minimum 16-gauge thickness; partition shelves should be available. Cabling to each rack should be bus bar trunking system with track way bus arrangement b. The 42U server rack should be compatible with most server manufacturer's equipment including Dell, HP, IBM, Sun etc. and have suitable cable management options on both sides.	As per our understanding, Server & Network racks will be supplied by NPCI (Page no 13). We presume this information in section 6.4 has been shared with bidder only for information. Kindly confirm the same.		Same as #14 above
134	RFP for DC Colocation	94	Annexure Q	Colocation space (Standard rack space - 100 Racks - Total area considering @30SFT/Rack - 3000 SFT (including common space, Technical alley, cage loss)	For Colo Rack Space and Power, UOM as sft may not be accurate due to multiple components/equipment, request you to consider from the below two options for accurate billing purpose  Option 1 Rack Footprint in Numbers Power Provisioning in KW Consumed power at actuals in kWh  Option 2 Rack Footprint and Power Provisioning in KW Consumed power at actuals in kWh		Please share your proposal as per the UOM deemed appropriate to the Bidder.

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135	RFP for DC Colocation	94	Annexure Q	Committed, over and above, it will be payable as per monthly rate applicable to year in which it is availed	Commitment for all 5 years is for 3000 sft which translates to 100 rack space. Please provide information on charges for ROFR for the additional 300 racks		Please review this in conjunction with point 5.1 of Section 9 (General Requirements). The expansion option will be reserved exclusively for NPCI as per the mentioned timelines. Only if NPCI does not convert the expansion options, the said space/# of racks convert to right of first refusal.
136	RFP for DC Colocation	94	Annexure Q	Sr no. 12. Fiber Cross connects (single mode) and Sr no. 13. Fiber Cross connects (multi mode) in the Commercial BOQ Table	It is mentioned in Payment terms column as 'Quarterly in arrears' and the same is mentioned in Remarks column as One time. Please clarify whether the payment terms are One Time or Quarterly in arrears.		Committed quarterly payment (i.e excluding power which will be payable at actuals on monthly basis) can be considered for quarterly in advance term provided the bidder agrees to submit the equivalent BG for quarterly amount with validity for one year and claim period of 6 months. The same will be returned after carrying out any adjustment due for the year and upon receipt of similar BG for subsequent year. Will incorporate this through corrigendum.
137	RFP for DC Colocation	94	Annexure Q	2Power (Provisioned - 800 KW) UOM - KVA	Utility charges per month are measured in KWh. Therefore total KVA = KWh/ (24 x 30). Please confirm if our understanding is correct.		No change
138	RFP for DC Colocation				As per our understanding, rack Cabinet shall be provided by NPCI. Please confirm		Please refer to #41 above.
139	RFP for DC Colocation				As per our understanding iPDU shall be provided by NPCI. Please confirm.		Both racks and iPDU will be procured and installed by NPCI
140	RFP for DC Colocation				As per our understanding Temperature and Humidity sensors for iPDU shall be provided by NPCI. Please confirm.		Temperature and Humidity sensors will be in scope of the Bidder
141	RFP for DC Colocation				As per our understanding integration of iPDU and sensors with NPCI system shall be done by NPCI. Please confirm.		Bidder's scope
142	RFP for DC Colocation				As per our understanding Cameras shall be provided by DCO. Please confirm.		Bidder's scope
143	RFP for DC Colocation				As per our understanding integration of camera with NPCI system for live monitoring shall be done by NPCI. Please confirm.		Bidder's scope
144	RFP for DC Colocation				As per our understanding Cameras feed for 90 days shall be maintained by DCO. Please confirm.		Bidder's scope
145	RFP for DC Colocation				As per our understanding ACSs shall be provided by DCO. Please confirm.		Bidder's scope
146	RFP for DC Colocation				As per our understanding integration of ACS with NPCI system for live monitoring shall be done by NPCI. Please confirm.		Bidder's scope
147	RFP for DC Colocation				As per our understanding ACSs feed for 90 days shall be maintained by DCO. Please confirm.		Bidder's scope
148	RFP for DC Colocation				As per our understanding ACSs is required at cage level and not on Racks		Please refer to #6 and #7 above
149	RFP Doc.	9	Section 1:	Section 1: Bid Submission date - 16th May 2024	We request you to please extend the bid submission timeline to atleast 30th May 2024, as the RFP requires lot of documentation and submission timelines is very stringent.		Last date of submission is extended till 31st May 2024. Addressed through corrigendum -2.
150	RFP Doc.	13	2.2	<b>2.2 Objective of this RFP</b> The objective of the RFP is to identify service provider for hiring of Space for setting up Data Centre for NPCI at Mumbai/ Navi Mumbai.	Since NPCI is inviting the proposals from both Mumbai and Navi Mumbai locations, there would be a substantial difference in price between Mumbai and Navi Mumbai proposals. If evaluation is done on RA or L1 basis, the Navi Mumbai proposals will get advantage. Hence, we request NPCI to evaluate Mumbai proposals and Navi Mumbai proposals separately to ensure Apple-to-Apple comparison.		Will deal with this if both the sites are available. In case both are available we will go with cheaper one.
151	RFP Doc.	13	3.1	3.1 Scope of work: Seating Capacity & Conference Room, Storeroom	Will the Passive cabling for the Workstation and conference room, and network connectivity for handling DC operation also be provided by NPCI. What is the requirement for connectivity, type of Trays, Trunking, their material of Data hall to Seating areas and DC operations areas, Conference Room.		Passive cabling in the Operations space is in Bidder's scope
152	RFP Doc.	13	3.1	3.1 Scope of work: Seating Capacity & Conference Room, Storeroom	What type, make, and model of Video conferencing facility is required. What all equipments are expected to be part of this requested video conferencing facility. Are there any specific aesthetic or functional requirements of the Conference Room and DC monitoring, and Workstation areas.		Please refer to #42 above
153	RFP Doc.	13	3.1	3.1 Scope of work: Space	As continuous space is required does all the space for hosting required of upto 400 racks in 12000sft needs to be fit out and be available with all network and power cabling, Trunking, BBT, Floor PDU's etc on Day 1		Please refer to #12, #41 and #276

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154	RFP Doc.	13	3.1	3.1 Scope of work: Space	What is the sizing and Material type of the Tray and trunking requirements for the Cabling. Is there any specific connectivity requirements of Cable Trays and Trunking between the Rows of racks , or cluster of racks. What are the Tray and Trunking requirements Connectivity requirements of connectivity to the MMR rooms		Please refer to #12, #41 and #276
155	RFP Doc.	13	3.1	<b>3.1 Scope of work:</b> <b>1. Space:</b> Exclusive continuous space admeasuring 3000 Sq.ft to host 100 racks which can be further expanded upto 12000 Sq.ft. (capable to host upto 400 racks) over the period of 18-24 months from time of award of contract / PO.  The required expansion space shall be made available as and when requested by NPCI. The Bidder shall take prior consent before allocating such space to any other customer which breaks the exclusivity norms as defined in the RFP.	Request NPCI to share a firm timeline for additional space/power requirement. As we cannot offer Right of First Refusal /Right of First Offer. This would help the service provider in space and power planning and provisioning.		No change
156	RFP Doc.	13	3.1	<b>3.1 Scope of work:</b> <b>2. Power:</b> The Bidder shall have capacity to provide minimum 800KVA power for every 100 racks (IT load) with dual power inputs from independent power sources and required power backup. It shall also have sufficient provision for supporting other load for 100 racks such as cooling etc. For further expansion to 400 racks, the bidder shall have required power capacity for total load (IT & other) including power backup as and when required without any capex cost to NPCI.	Request NPCI to share a firm timeline for additional space/power requirement. As we cannot offer Right of First Refusal /Right of First Offer. This would help the service provider in space and power planning and provisioning.		Same as above
157	RFP Doc.	13	3.1	<b>3.1 Scope of work:</b> <b>5. Access Control &amp; Monitoring:</b> The allocated DC facility shall have dedicated access control with built in biometric and face recognition. The number of video cameras and positioning of the same will be decided basis the server hall design with mutual consent to cover front, rear portions of racks and entry/ exit of server hall, operations and seating space allocated for NPCI. The Bidder shall facilitate necessary permissions / access for NPCI employees, or any other person authorized by designated NPCI official from time to time.	We would have dual factor authentication (Biometric & Access Card) for entering the server hall. Hope Face recognition is not a mandatory ask, kindly clarify.		No change
158	RFP Doc.	13	3.1	<b>Section 3.1: Scope of Work:</b> Exclusive continuous space admeasuring 3000 Sq.ft to host 100 racks which can be further expanded upto 12000 Sq.ft. (capable to host upto 400 racks) over the period of 18-24 months from time of award of contract / PO.  The required expansion space shall be made available as and when requested by NPCI. The Bidder shall take prior consent before allocating such space to any other customer which breaks the exclusivity norms as defined in the RFP.	1.) We suggest to please remove the Sq.ft requirement and share the KW required against the no. of racks. 2.) We would not provide any Right of First Refusal for the future requirement (Space and Power). Request you to please confirm if NPCI would like to reserve the space at agreed commercials for reservation.		No change
159	RFP Doc.	13	3.1	<b>Section 3.1: Scope of Work:</b> Exclusive continuous space admeasuring 3000 Sq.ft to host 100 racks which can be further expanded upto 12000 Sq.ft. (capable to host upto 400 racks) over the period of 18-24 months from time of award of contract / PO.  The required expansion space shall be made available as and when requested by NPCI. The Bidder shall take prior consent before allocating such space to any other customer which breaks the exclusivity norms as defined in the RFP.	Request NPCI to confirm, if the bidder can propose Day 2 requirement (300 racks) on other floor of same building or within same campus.		No change
160	RFP Doc.	13	3.1	The allocated DC facility shall have dedicated access control with built in biometric and face recognition.	We would place 2 factor authentication (Biometric + Access Card) at the server hall entry. Hope this is Ok and acceptable. Request NPCI to please confirm.		No change

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161	RFP Doc.	13	3.1	The Bidder shall have capacity to provide minimum 800KVA power for every 100 racks (IT load) with dual power inputs from independent power sources and required power backup.	Kindly specify the power circuit requirement, is it 1phase or 3 phase (32A or 63A)?		Same as #130 above
162	RFP Doc.	14	3.1	3.1 Scope of work: MUX and Meet Me room	Are there any specific requirements on the available ISP MUX capacity like bandwidth, Type and number of Ports copper fiber ports that are required as part of MUX capacity.		NPCI will inform the successful bidder at the later stage
163	RFP Doc.	14	3.1	3.1 Scope of work: MUX and Meet Me room	Does NPCI need any Racks, 2 post or 4 post open frame racks in the MMR room, MUX room. If yes what are the power requirements if any.		NPCI will inform the successful bidder at the later stage
164	RFP Doc.	14	3.1	<b>3.1 Scope of work:</b> <b>10. Other:</b> • There should not be restriction or costs raised for placement of antenna / dish or wireless equipment on terrace. • The bidder shall provide necessary permissions including access to NPCI employees or any other person authorized by NPCI for doing site readiness testing.	Placement of Antenna/dish would be subject to feasibility and there would be commercial involved. Please Suggest.		Please refer to #4 above
165	RFP Doc.	14	3.1	<b>3.1 Scope of work:</b> <b>11. Effective Date:</b> Date on which the site readiness testing is successfully completed by NPCI shall be recognized as Effective Date for the purpose of tenure of proposed contract / PO subject to such other date which is mutually agreed whichever is later.	We suggest that the date at which the service provider is handing over the site to NPCI should be considered as effective date. Please suggest.		No change
166	RFP Doc.	14	3.1	<b>3.1 Scope of work:</b> <b>7. Exclusivity:</b> The MUX room and server farm shall be exclusive for NPCI with non-transparent and fire-retardant partitions and appropriate access controls. Meet me room (MMR) shall be exclusive for NPCI.  In case Bidder is providing common MUX room for NPCI and other customers hosted from proposed DC facility, non-transparent and fire-retardant partition and appropriate access controls shall be provided within the MUX room to maintain the exclusivity.  The electrical infrastructure such as PAHU and UPS shall also be exclusive for NPCI. In case, Bidder is going to host any other customer on the same floor where NPCI will be hosted, nontransparent and fire-retardant partition and appropriate access controls shall be provided within the PAHU and UPS room to maintain the exclusivity.	Dedicated MMR/Mux room is possible only if NPCI will contract for the complete floor from day 1, or else it would be shared MMR room. Hope this is OK. Please Suggest.		No change
167	RFP Doc.	14	3.1	Date on which the site readiness testing is successfully completed by NPCI shall be recognized as Effective Date for the purpose of tenure of proposed contract / PO subject to such other date which is mutually agreed whichever is later.	We suggest that "Effective Date" should be the date at which the service provider is handing over the site to NPCI. Request you to please confirm.		No change. Handing over the site does not implies that the pre-requisites of readiness is fulfilled, unless it is tested and confirmed by NPCI.
168	RFP Doc.	14	3.1	There should not be restriction or costs raised for placement of antenna / dish or wireless equipment on terrace.	The placement of Antenna shall be subject to feasibility and commercial shall be applicable.		Please refer to #4 above
169	RFP Doc.	18	5.6	<b>5.6 Earnest Money Deposit (EMD)</b> <b>Note:</b> The Bidders who have participated in response to NPCI EOI- "NPCI/EOI/2023-24/IT/04 dated 13.02.2024 - Invitation for Expression OF Interest (EOI) - Hiring of space for setting up of new Data Centre on Co-location model" shall not pay additional EMD as mentioned above provided they are proposing the same site/s as proposed by them in response to above mentioned EOI.	<b>Request to revise this as below:</b> The Bidders who have participated in response to NPCI EOI- "NPCI/EOI/2023-24/IT/04 dated 13.02.2024 - Invitation for Expression OF Interest (EOI) - Hiring of space for setting up of new Data Centre on Co-location model" shall not pay additional EMD as mentioned above provided they are proposing the same site/s/Locations/Campus as proposed by them in response to above mentioned EOI.		If the proposed space is in the same location or campus, NPCI may consider waiving of the EMD. However, it is at a new location, bidder need to pay the EMD.
170	RFP Doc.	19	5.14	<b>5.14 Contents of the 3 Folders</b> 12 RFP document duly sealed and signed. 13 All necessary supporting documents as per Annexures 14 RFP document duly sealed and signed by the authorized signatory on each page	It appears that point 12 and 14 are same and getting repeated. Kindly confirm		Noted. It's the same point. Consider only 1.

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171	RFP Doc.	20	5.18	<b>5.18 Rejection of Bid:</b> The bid is liable to be rejected if the bid document: f) Is Conditional. g) Does not conform to the terms and conditions stipulated in this Request for Proposal.	Considering the complexity of this project, agreeing with the entire RFP Content may not be possible by the time of bid due date. Hence, we kindly request NPCI to allow the bidders to highlight, the difficulties/concerns/deviations if any found in RFP document (including all T&Cs and Technical requirements) and keep this open for further mutual discussion & negotiations till finalizing the contract agreement		No change.
172	RFP Doc.	21	5.25	<b>5.25 Bid Evaluation Process:</b> <b>Stage 2 -Folder 'C'</b> of those Bidders who qualify the eligibility and technical criteria will be evaluated. NPCI reserves the right to conduct Reverse Auction (RA) or Price discussion mechanism to arrive the exact price and successful bidder.	If RA happens, will you reject the bidders who are greater than L1 or do you qualify L1, L2 and L3? Kindly describe the process to follow while finalizing the successful bidder.		Will be taken with eligible bidders.
173	RFP Doc.	21	5.25	<b>5.25 Bid Evaluation Process:</b> <b>Stage 2 -Folder 'C'</b> of those Bidders who qualify the eligibility and technical criteria will be evaluated. NPCI reserves the right to conduct Reverse Auction (RA) or Price discussion mechanism to arrive the exact price and successful bidder.	Since this procurement is for Services(not Goods/Products), there is always a risk of compromising with quality of services while reducing the prices during Reverse Auction(RA). RA may be the best approach while procuring the Goods/Products with a fixed set of Specifications/configurations. Hence, we recommend not to consider RA in this bid and strongly recommend to consider QCBS evaluation		No change in RFP clause. NPCI reserves the final decision
174	RFP Doc.	21	5.27	<b>5.27 Price discovery method:</b> Bidder to submit their best price. NPCI reserves the right to discover the lowest price through the Reverse Auction and/or may be deliberated through Price Discussion Committee if so opted by NPCI management. If first Reverse Auction does not result successful, NPCI reserves the right to call technical qualified bidders for price discussion and declare the successful bidder through Price discussion method instead of conducting 2nd Reverse Auction. The decision with respect to conduct of 2nd Reverse Auction or otherwise shall be communicated to technically qualified bidders.	Since this procurement is for Services(not Goods/Products), there is always a risk of compromising with quality of services while reducing the prices during Reverse Auction(RA). RA may be the best approach while procuring the Goods/Products with a fixed set of Specifications/configurations. Hence, we recommend not to consider RA in this bid and strongly recommend to consider QCBS evaluation		No change in RFP clause. NPCI reserves the final decision
175	RFP Doc.	24	7.4	Stage 2: After applying Stage 1, shortlisted Bidders will be considered for detailed Technical Evaluation as per the following matrix:  Bidders should score equal to or more than 70% (minimum) in technical evaluation.	Request to kindly specify the marks allocated to each line item.		No change
176	RFP Doc.	26	8.2	<b>8.2 Term of the Order</b> The term of the Notification of Award/Purchase Order shall be for a period of 5 years from the Effective Date as per Clause 3.1 of Section 3 without any lock-in period.	We would request for a lock in period due to the capex costs we would be incurring for the said project		No change
177	RFP Doc.	26	8.3	<b>8.3 Extension of Contract</b> The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this RFP or Purchase Order as shall be issued by NPCI to the successful Bidder, to the satisfaction of and as decided by the NPCI up to a term of the order as defined in Clause 8.2.  NPCI reserves the right to extend the PO term on satisfactory performance on same or revised terms (not exceeding 5% increase over the current agreed rates) as may be agreed, however, NPCI will notify Bidder at least three (3) months before the expiry of PO. In case there is no such notification for extension of the term of the Purchase Order, Bidder shall ensure to perform all obligations as per Purchase Order for a period of 6 months on the same rates and terms & conditions of PO.	We can provide such services, but commercials are requested to be mutually agreed  Request to please delete "In case there is no such notification for extension of the term of the Purchase Order, Bidder shall ensure to perform all obligations as per Purchase Order for a period of 6 months on the same rates and terms & conditions of PO"		No change. Will decide with the successful bidder.



#	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI response
178	RFP Doc.	26	8.5	<p><b>8.5 Right to Audit</b>  NPCI and the local / home country regulator reserves the right to conduct audit/inspection/assessment/review of successful bidder to ensure successful bidder's compliance the agreed SLAs, documentation, security controls undertaken in this RFP and subsequent PO. The frequency and scope of audit shall be determined by NPCI/home country regulator in their sole discretion and the same shall be notified to successful bidder prior to undertaking such audits and be conducted on mutually agreed terms. The audit/inspection/assessment/review of the successful bidder as aforesaid may be conducted by NPCI/home country regulator or by an independent and competent third party appointed by the authorities, the details which will be shared with the successful bidder. The scope of the inspection/assessment will include assessing adherence to the agreed upon service level agreement ("SLA") in the RFP and subsequent PO or any other documentation signed between the Parties, implementation of baseline cyber security controls by the successful bidder, to ensure error free operation, successful bidder's compliance to the requirement of any security incident reporting during the performance under the then issued PO, adherence to security protocols, if any, agreed to in the PO. The cost of audit by NPCI will be borne by NPCI and NPCI shall endeavor to give reasonable prior notice to the successful bidder before conducting the inspection/assessment. The assessment / inspection findings and any discrepancies or non-compliances unearthed in the audit shall be reported to be addressed and rectified by the successful bidder within the</p>	<p>Request to kindly note the below mentioned points and confirm the acceptance.</p> <p>In case the Customer desires to audit the Services contracted i.e for audits either for security considerations related to Service Provider's provision of Services, the Customer shall notify Service Provider with at least seven (7) days' prior written notice for such audit. The scope and timelines of the audit shall be mutually agreed between Customer and Service Provider in writing based on contracted services scope. The commercials of such audit shall be paid by the Customer depending on the agreed scope.</p> <p>If there is any third-party auditor from customer's side, then NDA should be signed between Customer &amp; Third party</p>		No change.
179	RFP Doc.	26	8.6	<p><b>8.6 Performance Bank Guarantee</b>  The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of annual value of the Purchase order (exclusive of taxes), valid for 12 months, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. Bidder shall also submit 1 (One) PBG each for 2nd year to 5th year equal to 10% of annual value for each year respectively at the beginning of the year which shall be valid for 12 (Twelve) months, with a claim period of 12 months from the date of expiry of the validity period of the respective PBG, as per the statutory provisions in force.</p> <p>In case the successful bidder does not submit the PBG, NPCI shall be entitled to withhold an amount equal to the value of the PBG from the payments due to the successful bidder. PBG may be invoked in case of violation of any of the Terms and Conditions of this Purchase Order and also in case of deficiency of the services provided by successful bidder.</p>	<p><b>Request to change this clause as per widely accepted T&amp;C in Data Center industry.</b></p> <p>The Successful bidder shall submit 2 nos. of Bank Guarantees from any scheduled bank within 14 working days of receipt of Purchase Order. The format for PBG shall be shared after the selection of Successful bidder. The values of two Bank Guarantees are as follows.</p> <p><b>PBG1:</b> Bank Guarantee for 5% of Commercials for One Time Expenses including Lift &amp; Shift Activity with a claim period of 60 days from the date of expiry of the validity period. This shall be returned within 60 days after migration and commissioning of Data Center.</p> <p><b>PBG2:</b> Bank Guarantee for 3% of Commercial for Co-Location Service for the entire initial Contract Period of 5 years with a claim period of 6 months from the date of expiry of the validity period. This shall be returned within 6 months after the contract period.</p>		No change
180	RFP Doc.	28	8.10.	8.10 - Colocation Space	We request NPCI to not consider SQ_FT as contracting term for Colocation, instead, NPCI can use KW to contract the colocation space.		Noted. No change
181	RFP Doc.	28	8.10.	8.10 - Colocation Space	Does the service provider need to build cage for 400 racks on day 1 or only 100 racks cage is required?		The Bidder to provision for opaque caging for initial 100 racks as per industry approved specifications. The said cage should be designed in such a manner that it can be expanded as per the ramp-up plan of NPCI.
182	RFP Doc.	29	8.12	8.12 - Delivery Schedule	As the requirement is for 100 racks, we request for at least 16-18 weeks time for delivery of space.		Please refer to #51 above
183	RFP Doc.	29	8.12	<p><b>8.12 Delivery schedule</b>  The delivery of the Space for Colocation with all the required power, cooling and racks and including the entire set up required to commence the Data Centre operations to be completed within 8 (eight) weeks from the date of receipt of purchase order.</p>	As the RFP is for 100 racks (day 1), we request for at least 14-18 weeks timeline from the date of PO.		Please refer to #51 above
184	RFP Doc.	29	8.13	<p><b>8.13 - Penalties</b>  Non-Delivery of above at NPCI - at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5% of the PO value.</p> <ul style="list-style-type: none"> <li>In case the delay exceeds 10 days beyond the stipulated delivery period of RFP, NPCI reserves the right to cancel the order without prejudice to other remedies available to NPCI.</li> <li>Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the liquidated damages, if any, accruing to NPCI, as above, from any amount payable to the supplier.</li> </ul>	We suggest that the delivery timeline should be mutually discussed and agreed. There should be no penalty/termination for delay. Request you to please remove this clause.		No change
185	RFP Doc.	29	8.13	8.13 Penalty for default in delivery	We request that service level credits shall be applicable to the extent of service credits agreed in the Service Level Agreement for any deviation in the SLAs.		No change

#	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI response												
186	RFP Doc.	29	8.13	<p><b>8.13 Penalty for default in delivery</b> If the successful bidder does not deliver &amp; implement the deliverables as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty as given below:</p> <ul style="list-style-type: none"> <li>• Non-Delivery of above at NPCI - at the rate of <b>0.5% of the total Purchase Order value for each week's delay</b> beyond the stipulated delivery period subject to a <b>maximum of 5% of the PO value.</b></li> <li>• In case the delay exceeds <b>10 days beyond</b> the stipulated delivery period of RFP, NPCI reserves the right to <b>cancel the order</b> without prejudice to other remedies available to NPCI.</li> <li>• Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the <b>liquidated damages, if any, accruing to NPCI, as above, from any amount payable to the supplier, as per the Agreement.</b></li> </ul>	Delivery timelines needs to be discussed. No penalties/termination should be applied for delay.		No change												
187	RFP Doc.	29	8.14	8.14. Representation and Warranties	<p>we request that the warranties mentioned in the RFP be as follows:</p> <p>The bidder warrants that the bidder has (a) full capacity and authority to enter into the agreement; and (b) authority to grant any rights, licenses, permits, consents and authorizations under the agreement.</p> <p>The bidder warrants that the Services will be performed and completed:</p> <ol style="list-style-type: none"> <li>by suitably experienced individuals in a proper, workmanlike and professional manner;</li> <li>in accordance with the applicable service specifications set out in a service description, scope of work (SOW) or similar contract document; and</li> <li>in accordance with Good Industry Practice.</li> </ol> <p>Good Industry Practice means "standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances."</p> <p>We request deletion of sub-clauses 5, 7, 10(since it is covered in 9)</p> <p>We also request the following clause be added to the warranties clause for <del>reference</del></p>			No change											
188	RFP Doc.	30	8.16	<p><b>8.16 Penalty on non-adherence to SLAs:</b> The following clauses are applicable to critical and non-critical incidents.</p> <table border="0"> <thead> <tr> <th>Uptime (monthly basis)</th> <th>Penalty Amount</th> </tr> </thead> <tbody> <tr> <td>Equal to &amp; above 99.998%-----</td> <td>No Penalty</td> </tr> <tr> <td>Between 99.90% to 99.998%-----</td> <td>For every 0.01% drop in uptime on monthly basis - Rs. 50,000</td> </tr> <tr> <td>Between 99.80% to 99.90%-----</td> <td>For every 0.01% drop in uptime on monthly basis - Rs. 1,00,000</td> </tr> <tr> <td>Between 99.70% to 99.80%-----</td> <td>For every 0.01% drop in uptime on monthly basis - Rs. 2,00,000</td> </tr> <tr> <td>Below 99.70% -----</td> <td>Will entitle NPCI to terminate the contract/ PO</td> </tr> </tbody> </table> <p>The overall penalty shall be capped at 10% of annual PO value.</p>	Uptime (monthly basis)	Penalty Amount	Equal to & above 99.998%-----	No Penalty	Between 99.90% to 99.998%-----	For every 0.01% drop in uptime on monthly basis - Rs. 50,000	Between 99.80% to 99.90%-----	For every 0.01% drop in uptime on monthly basis - Rs. 1,00,000	Between 99.70% to 99.80%-----	For every 0.01% drop in uptime on monthly basis - Rs. 2,00,000	Below 99.70% -----	Will entitle NPCI to terminate the contract/ PO	The RFP mentions Tier3/4 data centers can be considered, however, the Uptime ask is not as per the Tier 3 or 4 standards. As per the standards 99.982% should be maximum uptime with no penalty. Kindly relook in the uptime SLA, and we suggest to remove the termination of contract clause.		Please refer to #75 above #317-#321
Uptime (monthly basis)	Penalty Amount																		
Equal to & above 99.998%-----	No Penalty																		
Between 99.90% to 99.998%-----	For every 0.01% drop in uptime on monthly basis - Rs. 50,000																		
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Below 99.70% -----	Will entitle NPCI to terminate the contract/ PO																		
189	RFP Doc.	30	8.16	8.16 -Uptime Penalties	<p>The RFP Mentions that DC Facilities complying to Tier 3/4 standards are technically acceptable. However, the required uptime mentioned is not as per the standards. We suggest NPCI to please amend the clause to 99.982% uptime with no penalty and derive the changes accordingly. Also, Kindly request you to remove the termination clause from this.</p>		No change												
190	RFP Doc.	31	8.18	Clause 8.18	We request this requirement be mutually discussed and agreed with the winning bidder.		Query not clear. No change in RFP clause 8.18.												
191	RFP Doc.	31	8.21	Clause 8.21 Confidentiality	Clause is requested to be mutual to protect confidential information of both parties.		No change												

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192	RFP Doc.	31	8.22	Clause 8.22 Indemnity	<p>We request that clause for indemnity be kept mutual.</p> <p>We further suggest Indemnity clause be restricted to third party claims and to be framed as under, that either party to indemnify each other for the following:  1. For third party IPR infringement claims  2. For third party claims for breach of tax and anti-bribery laws, subject to such indemnification shall not apply in case negligence or wrongdoing attributable to NPCI (or any representative or agent of NPCI)</p> <p>Provided that the indemnification obligations shall be subject to following :-  a) Immediate notice to be sent by the Indemnified party.  b) Control of the defence of the claim by the indemnifying party.  c) Assistance by the indemnified party in the defence at the expense of the indemnifying party.</p>		No change
193	RFP Doc.	33	8.23	Clause 8.23 Liability	<p>We request that the liability limit shall be capped to twelve (12) months of the annual contract value for the 6 month period immediately preceding the date of the claim.</p> <p>We request that indirect, special, consequential losses and damages including loss of data to be excluded in all cases, without any exceptions.  We can accept indirect and consequential losses and damages for - fraud and bodily injury or death.</p> <p>We request that the exception to the limit of liability be restricted to damage to tangible property (loss of data excluded), gross negligence and wilful misconduct, violation of applicable law, fraud, breach of confidentiality, bodily injury or death arising from bidder's negligence, and third party IP infringement.</p> <p>Also we did not get the reference of clause 8.21 (a) (b) (c) (d). Please clarify if this is a typographical error.</p>		No change
194	RFP Doc.	33	8.24	Clause 8.24 Obligation of the Bidder	<p>We request the following clause in place of clause 8.24(Standard of Performance):  The Bidder represents and undertakes that Services will be performed by qualified individuals in a proper, workmanlike and professional manner and in accordance with all applicable laws, regulations, codes and standards of government agencies or authorities having jurisdiction</p>		No change
195	RFP Doc.	34	8.27	Clause 8.27 Effect of Termination	<p>Upon termination of the contract, the client shall make payment to the Bidder for the services already provided.</p>		No change
196	RFP Doc.	34	8.28	Clause 8.28 Force Majeure	<p>We request to add the below events in the definition of Force Majeure:  (e) internet or telecommunication systems failures, equipment failures, electrical power failures, cyber warfare, cyber intrusion and cybercrime, cyber espionage, computer or cyber sabotage which are not covered in any SLA;  (f) failures of third party systems, infrastructure, software and applications;</p>		No change
197	RFP Doc.	35	8.30.	Clause 8.30 Compliance with Applicable law and Clause 8.31 Legal Compliance	<p>We request that this clause shall be made mutual and reciprocal.</p>		No change
198	RFP Doc.	36	8.32	Clause 8.32 Intellectual Property Rights:	<p>Clause is requested to be mutual as stated below:  Neither Party will gain any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other Party.</p>		No change
199	RFP Doc.	37	8.37	8.37 - Cyber Security	<p>As this an Colocation RFP, this is not applicable to Colocation service provider, we request NPCI to remove this clause.</p>		No change. Clause only asks for incident reporting.
200	RFP Doc.	39	Section 9 - Gen. Requirements	1.1 Data Centre Space	<p>Is caging required for the complete 400 rack area on Day 1. NPCI has requested 2 tile spacing on the periphery ( outside the boundary) of the cage is the understanding correct. Is there any spacing requirements for Cold and Hot Aisles . Also is there any specific requirements for Materials and its color to be used for caging. Requesting NPCI to please provide the industry approved specifications that need to be Met.</p>		Please refer to #310 below
201	RFP Doc.	39	Section 9 - Gen. Requirements	1.1 Data Centre Space	<p>Power to be racks should be supplied within 2 to 6 hours of intimation by NPCI: Does this requirement by NPCI mean that power to any location or Rack among the 400 Racks within the cage can be requested by NPCI and will have to be make available by Data Center Space provider within 2 to 6 Hours.</p>		No change
202	RFP Doc.	39	Section 9 - Gen. Requirements	Section 9: 1.1 - Total No. of Racks : 400 Racks. Average Density per rack: 8kW and IT Power : 2.4 MW	<p>As per the given technical requirement, the average IT load per rack is 6KW (400 racks, 2.4MW). Kindly confirm the IT load per rack.</p>		Please refer #3 above
203	RFP Doc.	39	Section 9 - Gen. Requirements	Section 9: 1.3 Dedicated Suite/Floor requirements	<p>Kindly suggest, will NPCI contract for 400 racks and 3.2MW from day 1, in case, NPCI is contracting for 100 racks on day 1, dedicated floor would not be possible.</p>		No change

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204	RFP Doc.	40	Section 9 - Gen. Requirements	1.4 Power Metering:	Does NPCI require Rack power monitoring at Tapoff Box , Floor PDU , or inrack PDU. Are there any specific Make/Model of Power/Energy Meters required by NPCI		IPDU which will be in the scope of the Bidder
205	RFP Doc.	40	Section 9 - Gen. Requirements	1.6 Operations Space	Does NPCI have any preference on the Type and Make of CCTV cameras required. Does NPCI have any Preference on the Make and Model of the CCTV monitoring and Storage Software and Hardware Solution.		As per the best industry specifications and standards
206	RFP Doc.	40	Section 9 - Gen. Requirements	1.6 Operations Space	Does NPCI have any Preference on the Make and Model of the Workstation Furnitures and Fixtures to be used in the Seating , meeting and conference room areas.		As per the best industry specifications and standards
207	RFP Doc.	40	Section 9 - Gen. Requirements	1.7 Storage area	Are there any requirments withing the Storage area specific to lighting, Shelving Racks, Cooling etc.		As per the best industry specifications and standards
208	RFP Doc.	40	Section 9 - Gen. Requirements	Section 9: 1.4 - Power Metering	We have Floor PDU with BCPM technology inbuilt which is integrated to our BMS that gives rack consumption details. Plase confirm, if this Ok.		No change
209	RFP Doc.	40	Section 9 - Gen. Requirements	Section 9: 2.1: Ready for Services	We request NPCI to give 14-18 weeks timeline for floor handover. As there are some customization that we would have to include before handing over space to NPCI.		Please refer to #51 above
210	RFP Doc.	41	Section 9 - Gen. Requirements	Section 9: 5.1 Expansion	Request NPCI to confirm, if the expansion plan is firm and committed. Also, kindly confirm, if NPCI would reserve this space by agreeing to a reservation charges, as ROFR (Right of First Refusal) would not be possible.		Please refer to revised Commercial Bid Form (Annexure Q) that includes Reservation Charges for space without MEP (Bare shell) and reservation charges for space with MEP fitted. These charges will be included in the TCO analysis.
211	RFP Doc.	42	Section 9 - Gen. Requirements	Section 9: 6.7 Parking	The parking space would not be reserved. This would on first come first serve basis, request NPCI to confirm if this is Ok.		No change
212	RFP Doc.	43	Section 9 - Gen. Requirements	Section 9: 6.13 Dedicated MEP	Provisioning of dedicated MEP (UPS/PAHU/PDU/MMR) would not be possible for 100 racks only. Request NPCI to please confirm, if this is Ok.		No change
213	RFP Doc.	45	Section 9 - Tech. Requirement	Technical Requirement - Confirm that Lithium ion batteries for NPCI's setup? Batteries are single string or dual string? Do they have manufacturer-installed battery monitoring system?	Request NPCI to confirm, if VRLA/SMF batteries are ok to comply.		Yes subject to 15 minutes back up time
214	RFP Doc.	46	Section 9 - Tech. Requirement	Technical Requirements 1.7 Power at Rack Level / iPDU	NPCI has mentioned in RFP for 20 Static Transfer switches in the Rack for Every 100 Racks. Does Data center Space provider need to procure and provide the same to NPCI, if yes what are the technical specifications and the prefered Make and model of these STS's.		Bidder's scope
215	RFP Doc.	46	Section 9 - Tech. Requirement	Technical Requirements 1.7 Power at Rack Level / iPDU	NPCI has mentioned in RFP for iPDU's inside the racks. Does Data center Space provider need to procure and provide the same to NPCI, if yes what are the technical specifications and the prefered Make and model of these iPDU's. Also what are the Quantities of these required per Rack.		Both racks and iPDU will be procured and installed by NPCI
216	RFP Doc.	47	Section 9 - Tech. Requirement	CFM: Minimum 600 cfm per kW at approximately 48 inches (1.2 metres) above the raised floor surface on the front intake of each supported equipment cabinet	The accepted CFM per KW is 150-160 CFM, request NPCI to clarify the ask for 600 CFM?		Please refer to #25 above
217	RFP Doc.	47	Section 9 - Tech. Requirement	Technical Requirements Between 1.13 and 1.14	NPCI has requested Minimum 4x dedicated earthing pits for NPCI: Requesting for NPCI to please specific the Type and technical specifications of the same, copper plate, Pipe , Chemical , Materials etc.		Copper Plate Chemically Treated
218	RFP Doc.	48	Section 9 - Tech. Requirement	Temperature: 22 degrees Celsius (+/- 2 degrees)	Request NPCI to confirm if 24 +/- 2 degrees is acceptable?		No change
219	RFP Doc.	49	Section 9 - Tech. Requirement	Technical Requirements 4.4 Remote Monitoring	Is there any specific System Software / Hardware or Solution required by NPCI for the Remote monitoring requirement. Does NPCI require Data Center Provider to implement solution with required Servers , Network Switches, Firewalls , and ISP Bandwidth. Or Will NPCI install their own setup for their remote monitoring requirements.		Bidder's scope as per best industry specifications and standards
220	RFP Doc.	49	Section 9 - Tech. Requirement	Technical Requirements 5.2 Biometric Access / Access card to the server area floor should be available.	What are the Technical specifications of the CCTV cameras required, What are the type of cameras required Dome,Bullet, PTZ . What are the prefered Makes and Model. For the CCTV cameras and the CCTV monitoring Software and Storage.		Bidder's scope as per best industry specifications and standards
221	RFP Doc.	50	Section 9 - Tech. Requirement	Technical Requirements 5.4 Security	NPCI requires Intrusion Alarms system must cover all areas of the server area (between the racks) : Please clarify the requirments for Intrusion alarm system covering areas Between the Racks.		Bidder's scope as per best industry specifications and standards
222	RFP Doc.	50	Section 9 - Tech. Requirement	Technical Requirements 5.5 Security / Surveillance Data	The CCTV data that needs to be archived for 1 year. Does it need to be archived on HDD Raid storage system. Or does it need to be archived on DVD's.		HDD Storage System
223	RFP Doc.	50	Section 9 - Tech. Requirement	Technical Requirements 6.3 Data Center Space Cabling	NPCI will engage its own vendor for inter-rack cabling.: Does this also refer to cabling between the MMR racks to Data Hall Racks as well.		Yes
224	RFP Doc.	51	Section 9 - Tech. Requirement	Technical Requirements 6.4 Racks	NPCI has requested Cabling to each rack should be bus bar trunking system with track way bus arrangement: Are there any prefered makes , Technical Specs, Type of Bus Way Cu/AL for NPCI.		Bidder's scope as per best industry specifications and standards
225	RFP Doc.	51	Section 9 - Tech. Requirement	Technical Requirements 6.5LV Cabling	NPCI requires dedicated risers for LV cabling : Please clarify Dedicated Risers for LV Cabling From Which point to which point. Does NPCI require dedicated Electrical shafts in the Building.		Please refer to #78 above
226	RFP Doc.	51	Section 9 - Tech. Requirement	Technical Requirements 7.2 Meet Me Rooms	What is the size of the Dedicated MMR that NPCI is requesting on the Floor. Whats is the Power required in the MMR		Please refer to #43 above
227	RFP Doc.	54	8.37 & 8.38	8.37 Cyber Incident Reporting Clause for Vendors 8.38 Data Protection	Applicable For the defied contracted service scope		Please refer to #22 above

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228	RFP Doc.	54	Annexure A1	<b>Annexure A1 - Bidder's Letter for EMD</b>	Request to guide the bidders who participated in EOI and already paid EMD amount since "Annexure A1 - Bidder's Letter for EMD" may not be applicable for them. What will be the acceptable documentary evidence for EMD payment?		<b>Refer Section 1 - Table - #13.</b> Documents to be submitted - EMD receipt and particulars
229	RFP Doc.	55	Annexure A2	<b>Annexure A2 - Bid Security (Bank Guarantee)</b>	Request to guide the bidders who participated in EOI and already paid EMD amount since "Annexure A2 - Bid Security (Bank Guarantee)" may not be applicable for them. What will be the acceptable documentary evidence for EMD payment?		<b>Refer Section 1 - Table - #13.</b> Documents to be submitted - EMD receipt and particulars
230	RFP Doc.	56	Annexure B	<b>Annexure B - Bid Offer Form (without Price)</b>  4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for NPCI and its Associates. We have taken note of Penalty clauses in the RFP and agree to abide by the same We undertake to comply with the terms and conditions of the bid document	Request to please delete these statements from "Annexure B - Bid Offer Form (without Price)"  Considering the complexity of this project, agreeing with the entire RFP Content may not be possible by the time of bid due date. Hence, we kindly request NPCI to allow the bidders to highlight, the difficulties/concerns/deviations if any found in RFP document (including all T&Cs and Technical requirements) and keep this open for further mutual discussion & negotiations till finalizing the contract agreement		No change
231	RFP Doc.	57	Annexure B	<b>Annexure B - Bid Offer Form (without Price)</b>  As security (EMD) for the due performance and observance of the undertaking and obligation of the bid we submit herewith RTGS/BG bearing no. _____ dated _____ drawn in favor of "National Payments Corporation of India" or Bank Guarantee valid for ____ days for an amount of Rs. _____ (Rs. _____ only) payable at Mumbai.	Request to guide the bidders who participated in EOI and already paid EMD amount since "Annexure A2 - Bid Security (Bank Guarantee)" may not be applicable for them. What will be the acceptable documentary evidence for EMD payment?		<b>Refer Section 1 - Table - #13.</b> Documents to be submitted - EMD receipt and particulars
232	RFP Doc.	60	Annexure E	<b>Annexure E - Declaration for Acceptance of RFP Terms and Conditions</b> I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration	Request to please delete "Annexure E - Declaration for Acceptance of RFP Terms and Conditions"  Considering the complexity of this project, agreeing with the entire RFP Content may not be possible by the time of bid due date. Hence, we kindly request NPCI to allow the bidders to highlight, the difficulties/concerns/deviations if any found in RFP document (including all T&Cs and Technical requirements) and keep this open for further mutual discussion & negotiations till finalizing the contract agreement		No change.
233	RFP Doc.	61	Annexure F	<b>Annexure F - Declaration for Acceptance of Scope of Work</b> I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration	Request to please delete "Annexure F - Declaration for Acceptance of Scope of Work"  Considering the complexity of this project, agreeing with the entire RFP Content may not be possible by the time of bid due date. Hence, we kindly request NPCI to allow the bidders to highlight, the difficulties/concerns/deviations if any found in RFP document (including all T&Cs and Technical requirements) and keep this open for further mutual discussion & negotiations till finalizing the contract agreement		No change.
234	RFP Doc.	62	Annexure G	<b>Annexure G - Format Power of Attorney</b> (On Stamp paper of relevant value)	Kindly allow the bidders to submit the Board Resolution which is more authentic when compared to Power of Attorney		Board resolution is ok
235	RFP Doc.	63	Annexure H	<b>Annexure H - Eligibility Criteria Compliance</b> <b>1. Registration and incorporation</b> The bidder is a Company registered in India under the Companies Act or Partnership under Partnership Act at least since last 5 years.	Considering the size and criticality of this project to NPCI, we recommend to change this to 15 years		No change
236	RFP Doc.	63	Annexure H	<b>Annexure H - Eligibility Criteria Compliance</b> <b>2. Experience</b> The bidder shall have minimum 10 years of experience of managing DC colocation services for BFSI clients in India or any national critical infrastructure as declared by NCIIPC.	Considering the size and criticality of this project to NPCI, we recommend to change this to 15 years		No change
237	RFP Doc.	63	Annexure H	<b>Annexure H - Eligibility Criteria Compliance</b> <b>3. Financial</b> B. Turnover of INR 75 crores/annum in each of last 3 years (covid year relief given for financial year 2020-21)	Considering the size and criticality of this project to NPCI, we recommend to change this to 1000 Cr.		No change
238	RFP Doc.	63	Annexure H	<b>Annexure H - Eligibility Criteria Compliance</b> <b>3. Financial</b> C. Positive net worth for every year for last 3 years D. No statutory default during last 3 years  CA certificate from current statutory auditor (any other auditor certificate or CFO certificate will be termed as violation)	1. Request to either delete "No statutory default during last 3 years" or else kindly revise this as "No statutory default which can impact bidder's business operation or the company going concern during the last 3 years"  2. Our accounts are audited by the auditors as per law/jurisdiction. Balance Sheets and Profit&Loss statements are signed by all company representatives including the Statutory Auditor. Hence we request you to kindly accept the audited Balance Sheets and Profit&Loss statements supported by a Self-Declaration signed by Authorized Signatory.		1) No change 2) CA certificate from current statutory auditor is must

#	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI response
239	RFP Doc.	63	Annexure H	<b>Annexure H - Eligibility Criteria Compliance</b> 5, 6, 7. Location, ownership and DC facility 5. Building and DC facility shall be owned by the bidder	This is clearly contradicting with below mentioned requirement mentioned in Page no. 68. Request NPCI to provide a final requirement to bidders. <i>6.3 Ownership of land/Facility shall be either owned by the Bidder freehold basis or long term-leasehold basis shall have unexpired term (in case of leased basis) of more than 10 years from the date of this RFP document. The Bidder should share copy of relevant ownership document from MIDC (or other relevant authority) to substantiate their claim.</i>		Ownership of Land and ownership of Building & DC facility are 2 different things. Land can be freehold or on long time lease but the Building and DC facility has to be owned by the Bidder. In case, building is co-owned the same will be considered based on the merits of each case. However, DC facility has to be exclusively owned by the bidder.
240	RFP Doc.	63	Annexure H	<b>Annexure H - Eligibility Criteria Compliance</b> 5, 6, 7. Location, ownership and DC facility 6. Land & building shall not have been mortgaged by the bidder as on date and shall not mortgage over the tenure of the contract without NPCI consent.	Request to kindly delete this requirement		No change
241	RFP Doc.	63	Annexure H	<b>Annexure H - Eligibility Criteria Compliance</b> 8. Service quality certifications and compliances Colocation services shall be managed by the bidder himself and not outsourced  Declaration on company letter head signed by CEO/COO	Request to kindly allow the bidders to submit a Self-Declaration signed by Authorized Signatory.		No change
242	RFP Doc.	65	Annexure J	<b>Annexure J - Technical Compliance</b> <b>General Requirements</b> <b>Section 1: Facility Requirement</b> 1.3. Dedicated Suite/Floor requirements Dedicated and contiguous floor for all racks. a. NPCI requires dedicated and contiguous area (including but not limited to secured path for data cabling) for the entire set up with restricted access. Share floor numbers allocated to the NPCI in the facility and racks deployed on each floor. b. In non-contiguous floors are being offered to NPCI, the bidder to ensure that dedicated risers/shaft are provided as a part of their solution.  Bidder to confirm the compliance	Dedicated Shaft will not be viable in any option of contiguous or non-contiguous floor. Kindly request to pls remove this requirement.		Please refer to #85 above
243	RFP Doc.	66	Annexure J	6.26 Disaster Recovery Plan	Disaster Recovery Plan classified as confidential hence can be shared during scheduled customer audit		No change
244	RFP Doc.	66	Annexure J	<b>Annexure J - Technical Compliance</b> <b>General Requirements</b> <b>Section 2: Contract Term</b> 2.2. Contract Start Date & Ready for Service (RFS) Date (i.e. Vendor handover): <b>Early access 1 month before RFS date</b>  Bidder to confirm the compliance	Kindly remove this requirement of early access since this will depend upon further negotiations and finally agreed contractual T&Cs		No change
245	RFP Doc.	66	Annexure J	<b>Annexure J - Technical Compliance</b> <b>Section 2: Contract Term</b> 2.1. Ready for Service date: on or Before 31st July 2024  Please share your RFS date for the project. Ready for service indicates fully commissioned Day-1 requirement with dust free environment	We suggest to give atleast 16-18 weeks teimeline from date of PO, considering day 1 requirement of 100 racks, and accordingly consider RFS date.		Please refer to #51 above
246	RFP Doc.	66	Annexure J	<b>Annexure J - Technical Compliance</b> <b>Section 2: Contract Term</b> 2.2. Contract Start Date & Ready for Service (RFS) Date (i.e. Vendor handover): <b>Early access 1 month before RFS date</b>  Bidder to confirm the compliance	We suggest to give atleast 16-18 weeks teimeline from date of PO, considering day 1 requirement of 100 racks, and accordingly consider RFS date.		Please refer to #51 above
247	RFP Doc.	67	Annexure J	<b>Annexure J - Technical Compliance</b> <b>General Requirements</b> <b>Section 3: Network, Green Power and Other Services</b> 3.6 Green Power Colocation service provider shall provide green power to the NPCI within the allowed threshold by the regulatory authorities in Maharashtra along with the reduced green power tariff.	Request to kindly delete this clause since Green power is subject to feasibility during the contract execution period. NPCI may negotiate this with successful bidder while finalizing the contract agreement.		No change

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248	RFP Doc.	68	Annexure J	<p><b>Annexure J - Technical Compliance</b>  <b>General Requirements</b>  <b>Section 6: Facility requirements</b>  <b>6.3 Ownership of land</b>  Facility shall be either owned by the Bidder freehold basis or long term-leasehold basis shall have unexpired term (in case of leased basis) of more than 10 years from the date of this RFP document. The Bidder should share copy of relevant ownership document from MIDC (or other relevant authority) to substantiate their claim.</p> <p>Bidder to share Ownership Documents</p>	<p>Request to change this clause as per widely accepted T&amp;C in Data Center industry.</p> <p>Facility shall be either owned by the Bidder freehold basis or long term-leasehold basis shall have unexpired term (in case of leased basis) of more than 10 years from the date of this RFP document. The Bidder should share copy of relevant long term-leasehold ownership document such as lease agreement or Indenture of assignment of lease or proof from MIDC (or other relevant authority) to substantiate their claim.</p>		No change
249	RFP Doc.	68	Annexure J	<p><b>Annexure J - Technical Compliance</b>  <b>Section 5: Rack Deployment timelines</b>  Note: The above-mentioned expansion space/racks will not be offered to third parties for the exclusive period till 31st December 2025. No reservation fees would be paid by NPCI till such period. If NPCI does not exercise these expansion options, it converts to Right of First Refusal (RoFR) for 2 (two) years on the same terms and conditions save the Monthly Recurring Charges ("MRC") which will be mutually agreed between the parties at current market rates at that time. NPCI will get 90 (ninety) days to confirm such RoFR to the Bidder.</p>	<p>We cannot give any ROFR period. Request NPCI to please clarify the requirement from day 1 itself and rack reservation charges shall be applicable.</p>		No change
250	RFP Doc.	69	Annexure J	<p><b>Annexure J - Technical Compliance</b>  <b>General Requirements</b>  <b>Section 6: Facility requirements</b>  <b>6.4 Sublet Rights</b>  In case of leased facility, Colocation service provider to confirm under the Head Lease you are able to sublet the Premises</p> <p>Bidder to share lease deed with reference to sub-let clause</p>	<p>As per the RFP, NPCI wants Colocation services from the bidders. The colocation services business model does not support Sublease/Sublet. Hence, request to kindly remove this requirement.</p>		No change
251	RFP Doc.	69	Annexure J	<p><b>Annexure J - Technical Compliance</b>  <b>General Requirements</b>  <b>Section 6: Facility requirements</b>  <b>6.5 Zoning</b>  The proposed facility shall be zoned appropriate for use as a Data Centre.</p> <p>Bidder to share compliance</p>	<p>Request to kindly elaborate this requirement</p>		Kindly state the land zoning on which the proposed DC facility is built
252	RFP Doc.	70	Annexure J	<p><b>Annexure J - Technical Compliance</b>  <b>General Requirements</b>  <b>Section 6: Facility requirements</b>  <b>6.15. Cooling</b>  Bidder shall always maintain following in the technical space of the NPCI  <b>Temperature: 22 degrees (+/- 2 degrees)</b>  <b>Humidity: Relative humidity to be maintained between 50% (+/- 10%)</b></p>	<p>Request to change this as below  Temperature: 24 degrees (+/- 2 degrees)  Humidity: Relative humidity to be maintained between 50% (+/- 20%)</p>		No change
253	RFP Doc.	70	Annexure J	<p><b>Annexure J - Technical Compliance</b>  <b>General Requirements</b>  <b>Section 6: Facility requirements</b>  <b>6.18. Security Procedures Overview Statement</b>  Requirements:  -24x7 manned &amp; Visitor Management System  -Under Vehicle Scanner/ Road blocker  -Boom Barriers  -X ray baggage scanner  -Bomb/RDx Detection system  -Biometric accesses  -Flap barriers on Ground floor  -Man Trap</p>	<p>Request to please remove "Bomb/RDx Detection system"</p>		Please refer to #293 below
254	RFP Doc.	72	Annexure J	<p><b>Annexure J - Technical Compliance</b>  <b>Technical Requirements</b>  <b>Section 1: Power Infrastructure</b>  <b>1.4. Uninterrupted Power Supply (UPS)</b>  b. Confirm that Lithium ion batteries for NPCI's setup? Batteries are single string or dual string? Do they have manufacturer- installed battery monitoring system?</p>	<p>Request to revise this as below:  <b>"b. Confirm that Lithium ion batteries or VRLA batteries for NPCI's setup?"</b></p>		Yes subject to 15 minutes back up time
255	RFP Doc.	74	Annexure J	<p><b>Annexure J - Technical Compliance</b>  <b>Technical Requirements</b>  <b>Section 2: Cooling / HVAC Infrastructure</b>  <b>2.3. Cooling of Data Center Space</b>  c. CFM: Minimum 600 cfm per kW at approximately 48 inches (1.2 metres) above the raised floor surface on the front intake of each supported equipment cabinet</p>	<p>Request to revise this as below:  <b>"c. CFM: Minimum 160 cfm per kW at approximately 48 inches (1.2 metres) above the raised floor surface on the front intake of each supported equipment cabinet"</b></p>		Please refer to #25 above

#	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI response
256	RFP Doc.	74	Annexure J	Annexure J - Technical Compliance Technical Requirements Section 2: Cooling / HVAC Infrastructure 2.5. Temperature and Humidity Bidder shall always maintain following in the technical space of the NPCI Temperature : 22 degrees Celsius (+/- 2 degrees) Humidity : Relative humidity to be maintained between 50% (+/- 10%) Temperature and Humidity as measured at approximately 48 inches (1.2 metres) above the raised floor surface on the front intake of each supported equipment cabinet	Request to change this as below Temperature: 24 degrees (+/- 2 degrees) Humidity: Relative humidity to be maintained between 50% (+/- 20%)		No change
257	RFP Doc.	74	Annexure J	Annexure J - Technical Compliance Technical Requirements Section 2: Cooling / HVAC Infrastructure 2.7. UPS Room Cooling For 2N UPS design, the CRAH/CRAC/PAHU/PAC units shall have N+2 redundancy in relation to load when normal operation of UPS is at 50% with a minimum capacity of N at 100% UPS load. Include provision for temporary supplemental cooling . Dedicated feeds from diverse power panels, such that a loss of one source will not shut down all CRAH/CRAC/PAHU/PAC units. Generator power shall be available upon loss of utility power supply.	Request to change this as below  For 2N UPS design, the CRAH/CRAC/PAHU/PAC units shall have N+1 redundancy in relation to load when normal operation of UPS is at 50% with a minimum capacity of N at 100% UPS load. Dedicated feeds from diverse power panels, such that a loss of one source will not shut down all CRAH/CRAC/PAHU/PAC units. Generator power shall be available upon loss of utility power supply.		No change
258	RFP Doc.	75	Annexure J	Annexure J - Technical Compliance Technical Requirements Section 2: Cooling / HVAC Infrastructure 2.8. UPS Battery Room Cooling Battery Rooms shall be always maintained at 22 degrees Celsius (+/- 2 degrees). Ventilation shall be designed for minimum continuous 1 CFM/SF (.03 Cu m/square m) of outside air . The battery rooms shall be kept at negative pressure relative to their surroundings. The makeup air handler and exhaust fan shall have 2N redundancy for continuous duty. A hydrogen detection alarm monitoring system shall be installed and connected to the BMS. All the systems shall comply with Tier III/IV or Rated 3/4 standards.	Request to change the Off Coil Temperature as 24 °C +/-2 °C		No change
259	RFP Doc.	75	Annexure J	Annexure J - Technical Compliance Technical Requirements Section 3: Fire Detection and Suppression 3.1. Fire Detection Systems in Data Center Space c. Fire detection system for NPCI's capacity and floors shall be dedicated to NPCI	Request to change this as below  c. Fire detection system for NPCI's capacity and floors shall be shared or dedicated to NPCI		No change
260	RFP Doc.	75	Annexure J	Annexure J - Technical Compliance Technical Requirements Section 3: Fire Detection and Suppression 3.3. Fire Suppression Systems in Data Center Space b. Fire suppression system for NPCI's capacity and floors both - above and below the false floor? And shall be dedicated to NPCI?	Request to change this as below  b. Fire suppression system for NPCI's capacity and floors both - above and below the false floor? And shall be shared or dedicated to NPCI?		No change
261	RFP Doc.	75	Annexure J	Annexure J - Technical Compliance Technical Requirements Section 4: Hours of Operations 4.4. Remote Monitoring NPCI requires availability of remote monitoring systems from NPCI's premises	NPCI t note that this is subject to feasibility. Request to make necessary changes in this requirement		No change
262	RFP Doc.	76	Annexure J	Annexure J - Technical Compliance Technical Requirements Section 5: Security, Monitoring and Access Control 5.2. Biometric Access / Access card to the server area floor should be available. c. Biometric access control system should be installed in all cold aisle containments.	NPCI t note that this is provided at Data hall/ cage entrance. Request to make necessary changes in this requirement		No change
263	RFP Doc.	79	Annexure J	8.5 Reports	Reports are classified as confidential hence can be shared during scheduled customer audit		No change



#	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI response
264	RFP Doc.	81	Annexure J	9.5 Audit	In case the Customers desires to audit the Services contracted i.e for audits either for security considerations related to Service Provider's provision of Services, the Customer shall notify Service Provider with at least seven (7) days' prior written notice for such audit. The scope and timelines of the audit shall be mutually agreed between Customer and Service Provider in writing based on contracted services scope. The commercials of such audit shall be paid by the Customer depending on the agreed scope. If there is any third-party auditor from customer's side, then NDA should be signed between Customer & Third party		No change
265	RFP Doc.	91	Annexure O	Annexure O - Documents to be attached 1.14. SOC Type 1	This needs to be corrected as SOC1 Type2		SOC 1 Type 2
266	RFP Doc.	91	Annexure O	Annexure O - Documents to be attached 1.15. SOC Type 2	This needs to be corrected as SOC2 Type2		SOC 2 Type 2
267	RFP Doc.	94	Annexure Q	Annexure Q - Commercial Bid	Request to provide MS Excel format of "Annexure Q - Commercial Bid"		ok
268	RFP Doc.	94	Annexure Q	Annexure Q: Commercial Bid	The commercial asked for colocation space is only for a total of 100 racks for 5 years. Request NPCI to confirm, if total 100 racks is the only requirement.		It will be initially for 100 Racks but the duration of the PO will be for 5 years. Additional POs for future ramp ups will be issued subsequently as per NPCI's requirement. Please refer Section 3.1 Scope of Work. Table Sr.No.1
269	RFP Doc.	94	Annexure Q	Annexure Q: Commercial Bid	Request NPCI to confirm, if bidder can submit the quote on KW basis instead of Sq.Ft for colocation space?		No change in commercial format as provided in RFP
270	RFP Doc.	94	Annexure Q	Annexure Q: Commercial Bid - 63 Amps sockets	Request NPCI to clarify, if the requirement is 3phase 32A or 63A?		8kW/rack with 32Amps - three phase power
271	RFP Doc.	94	Annexure Q	Annexure Q: Commercial Bid - Power provisioning - 800KW	As per the commercial Bid document, the total power requirement for 5 years is 800KW, Request NPCI to confirm the same. As mentioned in RFP the overall ask for day 1 & day 2 is 3200KW (400 racks). Please clarify.		Kindly refer to the phased wise ramp-up of racks in Section 9 (General Requirements) under point 5.1.
272	RFP Doc.	33, 34	8.25 & 8.26	Clause 8.25 - Order Cancellation Clause 8.26 Termination of Purchase Order/Contract	<p>We request deletion of order cancellation, save that NPCI may cancel the order after providing a notice to cure the breach and if the breach remains uncured for a period stated in the notice.</p> <p><b>We request that the clauses in 8.26 be modified to reflect the below:</b></p> <p><b>For Convenience-</b> We request that Termination for convenience be removed for the initial service term and any renewal period. NPCI can have the option not to renew by giving 90 days notice prior to end of the initial term and any renewal term.</p> <p><b>For Material Breach-</b> Either Party may terminate this Agreement in case of material breach by the other Party, that has material adverse impact, after providing reasonable written notice and cure period. The notice and cure period shall depend upon the Party giving the notice but shall not in any event be less than thirty (30) days from the date on which the notice has been received by the other Party. The Party in breach shall be served with written notice by the other non-defaulting Party clearly identifying the material breach and the material adverse impact it has on the non-defaulting Party due to such material breach. Non-payment by the Client of the invoices shall be construed as material breach, which will have material adverse impact upon the Provider.</p> <p><del>The Provider reserves the right, at the Provider's sole option, to immediately</del></p>		No change. However, we will review the duration of the notice period and if any change will be addressed through corrigendum.
273	RFP Doc.	90 & 96	Annexure O	Annexure O - Documents to be attached and Annexure R - List of Certificates to be provided	It appears that both annexures are asking for same documents. Request to kindly merge the both and remove one unnecessary Annexure so that bidders can respond against one final Annexure. This will save NPCI's time in evaluating same documents multiple times.		Both are not same. The Annexure - R are must have certificates besides the list elaborated in the Annexure - O which is a more comprehensive list.
274	RFP Doc.	NA	NA	NA	During EOI stage, as per addenda/corrigenda/pre-bid responses, NPCI conveyed that the subsequent RFP would be a Limited RFP. May we request to let us know the reason behind making this RFP public and allowing other bidders in competition who did not participate in EOI?  If this RFP was already planned to be an open one, what was the reason behind floating an EOI?		Purpose of the EOI was to identify available options, however, NPCI reserves the right to choose the further course of actions.
275	section 1: Bid Schedule and Address	9	point no 6	Last date and time for Bid Submission - 16th May 2024 6.00 pm	considering the comprehensiveness of the RFP ,third party vendor dependency and with intention of getting sufficient time after Prebid meeting and queries clarification to create the appropriate solution, Request you to provide extension of 2 weeks		Corrigendum -2 issued for last date of submission extension till 31st May 2024.
276	Section 3: scope of work	13	point no 1 - space	3000 Sq. Ft to host 100 racks which can be further expanded up to 12000 Sq. Ft. (capable to host up to 400 racks) over the period of 18-24 months from time of award of contract / PO. The required expansion space shall be made available as and when requested by NPCI. The Bidder shall take prior consent before allocating such space to any other customer which breaks the exclusivity norms as defined in the RFP.	we understand that SP to provide 100 racks space on day 1 with provision of additional 300 racks for future expansion on First right of refusal. Kindly confirm if our understanding is correct		Please review this in conjunction with point 5.1 of Section 9 (General Requirements) and #210 above. The expansion option will be reserved exclusively for NPCI as per the mentioned timelines. Only if NPCI does not convert the expansion options, the said space/# of racks convert to right of first refusal.

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277	Section 3: scope of work	13	point no 2 - Power	The Bidder shall have capacity to provide minimum 800KVA power for every 100 racks (IT load) with dual power inputs from independent power sources and required power backup. It shall also have sufficient provision for supporting other load for 100 racks such as cooling etc.	we understand that that 8 KVA per rack requirement is rated power i.e. equipment name plate value. Kindly confirm if our understanding is correct		Please refer to #3 and #53																		
278	Section 3: scope of work	13	Point no 3- server farm setup	Server and network racks along with other IT infrastructure will be procured by NPCI along with passive cabling for the same. The Bidder is responsible for required cabling up to racks. Power & Data Cabling should be in separate trays or trunking.	as passive cabling is in NPCI scope, kindly confirm " The Bidder is responsible for required cabling up to racks" referred to cross connect between Cage and MMR		Please refer to #41 above.																		
279	Section 3: scope of work	13	Point no 4 - Seating Capacity & Conference Room, Storeroom; clause no. 1	Workstations facing wall with minimum of 4 data and 2 voice ports per workstation along with network connectivity for handling 24 x 7 x 365 DC operations.	request you to kindly elaborate the expectation from statement " Workstations facing wall" , do we need to consider that the face of the monitor is towards wall?		The workstations should face the wall on which 85" LED/LCD monitors have to be placed.																		
280	Section 3: scope of work	13	Point no 4 - Seating Capacity & Conference Room, Storeroom; clause no. 4	2 Nos. of big storewel cupboard (fireproof) within allocated seating area	kindly provide dimensions of fireproof cupboard need to be provision also kindly confirm the fire vaults need to be provided by NPCI or SP		Please refer to #98 above																		
281	Section 3: scope of work	14	point no. 7 - Exclusivity	The MUX room and server farm shall be exclusive for NPCI with non-transparent and fire-retardant partitions and appropriate access controls. Meet me room (MMR) shall be exclusive for NPCI.	As proposed server hall is a capacities more than NPCI total requirement of 400 racks , will provide designated cage inside server hall with separate access control, kindly confirm if this suffice the requirement.		Confirmed provided exclusivity requirements of NPCI (as per point 7 of Section 3 - Scope of Work) are maintained.																		
282	Section 3: scope of work	14	point no. 10 - Others	There should not be restriction or costs raised for placement of antenna / dish or wireless equipment on terrace.	Request you to kindly confirm the number and dimension of the antenna to be provisioned along with power circuit requirements		Please refer to #4 above																		
283	Section 4: eligibility criteria	15	point no 8- Service quality certifications and compliances	The DC facility shall be complying with Tier-III / IV or Rated 3 / 4 as per Uptime Institute or TIA942 standards as on date of bid participation. If the bidder does not have such certificate on the date of bid participation, he shall provide an undertaking stating that the same will be made available for verification before technical evaluation round, failing which the Bidder will not qualify for subsequent process under this RFP including Technical Evaluation round.	As the proposed facility is newly constructed and the process of attaining TIA certification is in progress. Request you to kindly relax this criteria as " Bidder will provide self deceleration to provide certification with in 6 months from date of bid submission date		In case of newly constructed facility, the Bidder has to submit Tier - III/IV or Rated 3/4 design and construction certificates as a part of bid submission. The Bidder will be given 3 months from PO to submit remaining certifications as mentioned in Annexure R including but not limited to Tier - III/IV or Rated 3/4 operations certification.																		
284	section 7.4 : Technical Scoring Matrix	24	stage 2	After applying Stage 1, shortlisted Bidders will be considered for detailed Technical Evaluation as per the following matrix	we have observed that , individual weightage to the points in the evaluation matrix is missing. Request you to provide the weightage carried by each and every points which helps in assessing bidders based on streamlined benchmarking. Kindly provide visibility to bidder in order to procure full marks under each of the category.		No change																		
285	Section 8.3	26	Extension of Contract	NPCI reserves the right to extend the PO term on satisfactory performance on same or revised terms (not exceeding 5% increase over the current agreed rates) as may be agreed, however, NPCI will notify Bidder at least three (3) months before the expiry of PO.	considering inflation and other parameters such as operational costs , request you to consider this clause as " NPCI reserves the right to extend the PO term on satisfactory performance on same or revised terms agreed mutually by both parties.		No change. In case of any change will be addressed through corrigendum.																		
286	Section 9 : General and Technical Specifications	39	1.3 Dedicated Suite/Floor requirements	Dedicated and contiguous floor for all racks. a. NPCI requires dedicated and contiguous area (including but not limited to secured path for data cabling) for the entire set up with restricted access. Share floor numbers allocated to the NPCI in the facility and racks deployed on each floor. b. In non-contiguous floors are being offered to NPCI, the bidder to ensure that dedicated risers/shaft are provided as a part of their solution.	Kindly confirm , solution of 400 racks to be distributed in 2 floors with in same building with connectivity via dedicated conduits is acceptable .		Please refer to points #1 and #38 above																		
287	Section 9 : General and Technical Specifications	40	point no. 1.6 Operations Space	1x store room with space for fireproof safe	kindly confirm the dimension of fire proof vault and also confirm NCIP is bring their own fire vault or SP need to provision the same		Please refer to #16 above																		
288	Section 9 : General and Technical Specifications	40	2.1 Ready for service date	31st on or Before July 2024	considering the comprehensiveness of the scope in terms if dedicated infrastructure , customization and other services , we request you to accept go live date as 4 months from date of contract awarded.		Same as #51 above																		
289	Section 9 : General and Technical Specifications	41	3.6 : green power	Colocation service provider shall provide green power to the NPCI within the allowed threshold by the regulatory authorities in Maharashtra along with the reduced green power tariff.	Request you to mentioned NPCI expected green power formula calculation for common benchmarking to be followed by every bidder		Kindly mention the green power % and green power tariff along with MSEB % and tariff as per updated Commercial Bid form which will be released through Corrigendum. <table border="1"> <thead> <tr> <th>Power Source</th> <th>%</th> <th>Unit Price (INR/Unit)</th> </tr> </thead> <tbody> <tr> <td>MSEB Power Tariff ("MPT")</td> <td>xx% X XX</td> <td></td> </tr> <tr> <td>Green Power Tariff ("GPT")</td> <td>xx% X XX</td> <td></td> </tr> <tr> <td></td> <td>100%</td> <td></td> </tr> <tr> <td>Average Power Tariff</td> <td>MPT % x MPT Unit Price) + (GPT % x GPT Unit Price)</td> <td></td> </tr> <tr> <td>Power Usage Effectiveness (PUE)</td> <td>X XX</td> <td></td> </tr> </tbody> </table>	Power Source	%	Unit Price (INR/Unit)	MSEB Power Tariff ("MPT")	xx% X XX		Green Power Tariff ("GPT")	xx% X XX			100%		Average Power Tariff	MPT % x MPT Unit Price) + (GPT % x GPT Unit Price)		Power Usage Effectiveness (PUE)	X XX	
Power Source	%	Unit Price (INR/Unit)																							
MSEB Power Tariff ("MPT")	xx% X XX																								
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290	Section 9 : General and Technical Specifications	41	5.1: commissioned power and racks	The above-mentioned expansion space/racks will not be offered to third parties for the exclusive period till 31st December 2025. No reservation fees would be paid by NPCI till such period. If NPCI does not exercise these expansion options, it converts to Right of First Refusal (RoFR) for 2 (two) years on the same terms and conditions save the Monthly Recurring Charges ("MRC") which will be mutually agreed between the parties at current market rates at that time. NPCI	Request you to remove this clause as it is contradicting to the clause no 1 under space / scope of work section on page number 13 which states on NPCI's right of first refusal.		NPCI should have the first right of refusal before the Bidder allocates space to any other party.
291	Section 9 : General and Technical Specifications	42	6.7 Parking	NPCI requires 6 car & 25 Bike parks within the premises, please confirm availability of the same	As per Norms . Parking in Data Center premises is not recommended, although SP can arrange parking in public space outside the premises along with surveillance for the same. Hope that suffice the requirement		The Bidder has to provide the requested number of bike and car parks within the proximity of 500 mtrs (maximum distance)
292		43	6.13: Dedicated MEP	NPCI shall have the entire MEP for it's racks dedicated (Except for the high side infrastructure like substation, transformers, main distribution system, the Diesel generator stack, Chiller System & BMS )	As the floor is having more capacities that the NPCI requirement, we request you to relax this point as SP to provision dedicated floor PDU for NPCI , UPS and PAHU can be shared.		Please refer to #50 above
293		44	6.18: Security Procedures Overview Statement	Bomb/RDx Detection system	this is not a part of standard offering . In case it's a mandatory requirement , same can be provisioned dedicatedly for NPCI at additional cost. Kindly confirm		Metal dectectors and hand held metal dectors as per industry specifications are acceptable to NPCI
294	Section technical requirements / Power infrastructure	46	1.7:Power at Rack Level / iPDU	Each power distribution unit (PDU) inside the rack should provide 32A dual output sockets three phase d. iPDU should be 32A three-phase PDU with minimum of 32x universal sockets : kWh, W, VA, PF, Voltage, Ampere and Sensor types: Temperature, temperature/humidity (combined) leakage, airflow and Supported protocols: HTTP, HTTPS, SSL, SSH, NTP, TCP/IP v4 and v6, DHCP, DNS, NTP, Syslog, SNMP v1, v2c and v3, Traps, Modbus/TCP, SMTP, RADIUS, TACACS+ e. Age and OEM of the equipment?	we understand that the racks will be provided by NPCI, kindly confirm , PDU is also provided by NPCI or SP to provide the same as per specification mentioned		Both racks and iPDU will be procured and installed by NPCI
295	Technical requirements , sub section 5: Security, Monitoring and Access Control	50	5.5 Security / Surveillance Data	There should be CCTV monitoring and access entries/exits logs for of building entrance, exits and other critical areas where NPCI's components are placed. The Bidder is expected to maintain these monitoring records for at least 3 months online and be made available for review by NPCI within 6 (six) business hours. Post which the Bidder is expected to archive such records for CCTV cameras installed within NPCI's server area for a period of 1 year and the same should be made available on NPCI's request through the period of the contract. Above should be provided at no extra cost.	considering limited storage capacity, as standard CCTV footage for 3 months will be available online after which same can be archived to NPCI's provided media . Hope that suffice the requirement. Kindly confirm		Please refer to #58 above
296	Technical requirements , sub section 7 : Network / Carrier Connectivity	51	7.2 Meet Me room	NPCI requires dedicated MMRs on all Floor/s allocated to the NPCI	Dedicated MMR cage can be provided inside server hall adjacent to NPCI setup. Hope that suffice the requirement  Also kindly confirm the number of racks and power requirement per rack for MMR		Please refer to #43 above.
297	Annexure N - Tier & Rate Requirements	89	point 1.8	UPS with 15 Mins Battery Backup	As per TIA - 942 Rated 3 guidelines , 10 minute battery backup on full load with auto mode generators will suffice the requirement . Request you to kindly relax the same		UPS battery back up time has been revised to 10 minutes at full load capacity. This will be addressed through Corrigendum.
298	Section 8: Terms and Conditions		8.20 Terms and condition , point no. C and D	Payment of recurring charges for co-location services of rack space, seating and storage area will start from the date of sign off given by NPCI officials. The payment will be released quarterly in arrears within 30 days from the date of the receipt of the correct tax invoice along with necessary documents / certificates duly signed by NPCI officials	considering Sp's pass on expenses in operation and management of the facility , request you to relax the payment terms as quarterly in advance.		Committed quarterly payment (i.e excluding power which will be payable at actuals on monthly basis) can be considered for quarterly in advance term provided the bidder agrees to submit the equivalent BG for quarterly amount with validity for one year and claim period of 6 months.The same will be returned after carrying out any adjustment due for the year and upon receipt of similar BG for subsequent year.Will incorporate this through corrigendum.
299	Annexure H - Eligibility Criteria Compliance	63	Point 2. Experience	The bidder shall have minimum 10 years of experience of managing DC colocation services for BFSI clients in India or any national critical infrastructure as declared by NCIIPC	We assume that In case the bidder is the result of a demerger or hiving off, experience of demerged company can also be considered. Kindly confirm.		Refer Annexure H - Point# 1
300	Stage 2: After applying Stage 1, shortlisted Bidders will be considered for detailed Technical Evaluation as per the following matrix:	24	Point 1. Experience	Count and nature of clients handled with equal or higher capacity (may require customer references/ testimony)	Kindly define the No. of Clients and nature (i.e BFSI etc)to be projected to obtain full marks under this category/ clause.  Also confirm that the demerged company credentials will be accepted In case the bidder is the result of a demerger or hiving off.		The Bidder is expected to submit the BFSI client list. Wii be taken with eligible bidders.

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301	Stage 2: After applying Stage 1, shortlisted Bidders will be considered for detailed Technical Evaluation as per the following matrix:	24	Point 2. Certifications	Certifications acquired	Specify which kind of certificates to be provided. Incase of declaration to provide certificates of operation ready premises with in 3 months of operation kindly advice on how to comply with the clause.  Also confirm that the demerged company credentials will be accepted In case the bidder is the result of a demerger or hiving off.		As mentioned in point 6.14 and 6.19 of Section 9 (General Requirements)
302	Annexure H - Eligibility Criteria Compliance	63	Point 3 Financial	CA certificate from current statutory auditor (any other auditor certificate or CFO certificate will be termed as violation)	Request to modify the clause as: CA certificate from current Statutory Auditor /Chartered Accountant		The Bidder can submit the (CERTIFICATE) requested information from a independent CA that correlates with the annual financial statements published by the statutory auditor.
303	Section 3	13	3.1	Exclusive continuous space	We understand that NPCI requires continuous space of 400Racks to be reserved for 24 Months . Please correct our understanding		Kindly refer to the phased wise ramp-up of racks in Section 9 (General Requirements) under point 5.1.
304	Section 3	13	3.1	Power	Please clarify the Power provisioning reservation for 24 months		Kindly refer to the phased wise ramp-up of racks (and associated power) in Section 9 (General Requirements) under point 5.1.
305	Section 3	13	3.1	Server Farm Set up			N/A
306	Section 3	13	3.1	Seating Capacity & Conference Room, Storeroom	Request NPCI to consider the seating Capacity and Conference rooms on floor other than Data Hall		As mentioned under point 1.6 of Section 9 (General Requirements), NPCI has the 'preference' (and not mandatory) for the Operations space to be provided on the same floor/alternate floor within the same DC facility. Bidder to offer solution that best meets NPCI requirement in line with availability at their facility.
307	Section 3	13	3.1	Access Control and Monitoring	Any specific Make for Biometric , Face recognition , Please clarify		As per best industry specifications and standards
308	Section 3	14	3.1	Mux and Meet Me Room	NPCI looking for dedicated Meet me room of allocated. Floor . Please clarify Do you need dedicated Mux Room on Floor ?		Please refer to #43 above
309	Section 3	14	3.1	Effective Date	Please clarify Testing required during handing over		Same as #45 above
310	Section 9	39	1.1	Data Center Space	Please clarify on Caging Requirement for Rack allocation		The Bidder to provision for opaque caging for initial 100 racks as per industry approved specifications. The said cage should be designed in such a manner that it can be expanded as per the ramp-up plan of NPCI.
311	Section 9	42	6.1	Proposed Facility	Please clarify whether Bidder can offer the under construction Facility ?		The Bidder can offer the under-construction facility as long as it meets the RFS timelines, compliances and certification requirements of NPCI prior to the technical evaluation round, failing which the Bidder will not qualify.
312	Section 9	43	6.15	Cooling	Request NPCI to consider Cooling as per ASHRAE TC9.9 , and allow 24 Deg +/-2 Deg Cel		No change
313	Section 9	43	6.16	Usable Height	Please clarify whether Bidder can offer Hard Floor Data Hall		Yes
314	Annexure Q - Commercial Bid			Payment Terms - Space, Seating, Meeting room & storeroom	Request to make this monthly in arrears with 30-day payment period, Kindly confirm.		Committed quarterly payment (i.e excluding power which will be payable at actuals on monthly basis) can be considered for quarterly in advance term provided the bidder agrees to submit the equivalent BG for quarterly amount with validity for one year and claim period of 6 months.The same will be returned after carrying out any adjustment due for the year and upon receipt of similar BG for subsequent year.Will incorporate this through corrigendum.
315	Annexure Q - Commercial Bid			Cross Connects	NPCI shall pay one-time and MRC charges. Please confirm		Same as #24 above
316	Section 8	34	8.26	Termination for Convenience	Request to kindly eliminate this provision, Kindly confirm.		No change
317	Section 8	8.16	Penalty on non-adherence to SLAs	Equal to & above 99.998% - No Penalty	Uptime (monthly basis) Penalty Amount, kindly confirm		Equal to & above 99.995% - No Penalty
Between 99.90% to 99.998% - 1% of MRC				Between 99.90% to 99.995% - For every 0.01% drop in uptime on monthly basis - Rs. 50,000			
Between 99.80% to 99.90% - 3% of MRC				Between 99.80% to 99.90% - For every 0.01% drop in uptime on monthly basis - Rs. 1,00,000			
Between 99.70% to 99.80% - 5% of MRC				Between 99.70% to 99.80% -For every 0.01% drop in uptime on monthly basis - Rs. 2,00,000			
Below 99.70% - 10% of MRC				Below 99.70% - Will entitle NPCI to terminate the contract/ PO			
322	RFP	24	7.4	Technical Scoring Matrix	Technical scoring weightage against the parameter mentioned in section 7.4 Technical Scoring Matrix is not given in the RFP. Please clarify.		No change
323	RFP	42	Section - 9	General and Technical Specifications. Point No. 6.2	Requesting customer to please confirm that the parking of 6 cars & 25 bikes can be allocated in close vicinity of the proposed DC location.		need to review

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324	RFP	89	Annexure N - Tier & Rate Requirements	Section 1: M&E Infrastructure	The power system in the proposed DC is designed as such, during main power supply failure, the DGs will start in 10 sec. to take over 100% load and the N+N UPS are designed with 10 Min battery backup for 100 % load.  Requesting customer to modify the UPS battery back up time from 15 min to 10 min.		No change
325	RFP	Additional	Additional	Additional	Requesting customer to please confirm the placement of the network rack as per below.  1. Network rack to place in each row OR 2. Separate setup for all network racks.		NPCI will inform the successful bidder at the later stage
326	RFP	26	8.5	Right to Audit	Requesting customer to kindly accept the below ammended clause as the Right to Audit as per RFP is very broad: Bidder shall reserve the right to limit the scope of such Audits and provide access to only relevant information necessary for the Audit which shall be in relation to the services provided by Bidder and limited to the equipment owned by NPCI. However, the expenses for such Audit shall be solely carried by out by NPCI. Also confidentiality agreement to be signed by such third party auditor who shall be conducting such audit/inspection/review.		No change
327	RFP	31	8.22	Indemnity-Existing Clause:- Bidder shall indemnify and hold harmless NPCI, its affiliates, officers, directors, employees, staff, personnel, representatives, agents, assigns, consultants, contractors, etc.	Requesting customer to kindly ammend the clause as below since the indemnity asked in the RFP is very broad in nature <b>Revision Requested:-</b> Bidder shall indemnify and hold harmless NPCI, its officers, directors, employees, staff, personnel.		No change
328	RFP	33	8.23 (b)	Bidder's Liability	Requesting customer to kindly accept the Liability as per below 1) Bidders maximum aggregate liability arising out of or in connection with this Agreement regardless of the cause of action and whether arising in contract, tort (including negligence), indemnity mentioned under Clause 8.22, warranty or any other legal theory is limited to the Fees paid by NPCI to the Bidder for the twelve (12) months immediately preceding the claim. Notwithstanding anything to the contrary, nothing in this Agreement will operate to exclude or restrict a party's liability (if any) to the other: (i) for death or personal injury resulting from its negligence; (ii) for it fraud or fraudulent misrepresentation; or (iii) for any matter for which it is not permitted by Law to exclude (iv) Confidentiality Obligations.		No change
329	RFP	15	4.1 Eligibility Criteria	The bidder shall have minimum 10 years of experience of managing DC collocation services for BFSI clients in India or any national critical infrastructure as declared by NCIFPC	Kindly modify this to minimum 5 years in line with clause 4.1.2 Eligibility Criteria		No change
330	RFP	69	Section 9 General and Technical Specifications	6.9 Energy Efficiency/Sustainability-NPCI requires the colocation service provider to achieve a green building certificate either from LEED or IGBC. Please confirm your compliance	Request NPCI to keep LEED/IGBC as optional certification requirement since it's a non regulated certification in Data Center facility construction type.  Our DC is having high-efficiency equipment and renewable energy, which directly reduces energy consumption and carbon emissions, potentially offering a more immediate and measurable impact on sustainability compared to the broader criteria of LEED/IGBC certification.		LEED/IGBC certification to be considered as optional and can be submitted by the Bidder at a later stage.
331	Section 4 Eligibility Criteria; Financials	15	4.1	No statutory default during last 3 years	Requesting customer to kindly confirm if our understanding is right We understand statutory default asked in RFP is with respect to TDS, GST & PF payment & filing compliance during the period. If otherwise please elaborate.		The statutory default is with regard to any Statutory requirements. Pls consult your CA.
332	Section 4 Eligibility Criteria; Location, ownership and DC facility	15	4.1	Land & building shall not have been mortgaged by the bidder as on date	Data Center is capex intensive business and Mortgaging a property is common when getting a loan in relation to the Data Center. In General Data center Facility is offered as collateral to the lender. A letter of No objection from the Lender should assure the NPCI about borrower's commitment on repayment and their relationship with borowwer. Hence we request you to kindly consider NOC from the lender to meet the requirement as mentioned in the RFP against this clause.		No change
333	Taxes & Duties	27	8.7	If the invoice raised in any financial year is not settled on or before 30th September of the next financial year, the bidder would be liable to provide a fresh invoice or will accept payment without reimbursement of the GST portion related to such invoice	We look forward to amendment in the clause stating that GST would be paid by NPCI in such scenario only in cases where issue (resulting in non payment of invoice) is solely on account of NPCI.		No change
334	Payment Terms	31	8.20	Payment of recurring charges for co-location services of rack space, seating and storage area will start from the date of sign off given by NPCI officials. The payment will be released quarterly in arrears within 30 days from the date of the receipt of the correct tax invoice along with necessary documents / certificates duly signed by NPCI officials	If not in advance, we look forward for relaxation of atleast monthly in arrear.		Committed quarterly payment (i.e excluding power which will be payable at actuals on monthly basis) can be considered for quarterly in advance term provided the bidder agrees to submit the equivalent BG for quarterly amount with validity for one year and claim period of 6 months. The same will be returned after carrying out any adjustment due for the year and upon receipt of similar BG for subsequent year. Will incorporate this through corrigendum.

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335	Section 3 Scope of Work 3.1 Scope of work	14	8. Certification	The DC facility shall be complying with Tier-III / IV or Rated 3 / 4 as per Uptime Institute or TIA942 standards along with other certifications as defined in this RFP.	Kindly specify whether the above stated Certification is required for Design or Construction or Operational standards	None	All 3 certifications required for operational standards
336	Section 4 Eligibility Criteria 4.1 Eligibility Criteria	15	2. Experience	The bidder shall have minimum 10 years of experience of managing DC collocation services for BFSI clients in India or any national critical infrastructure as declared by NCIIPC	Request you to consider the global experience of managing DC collocation services.	None	No change
337	Section 4 Eligibility Criteria 4.1 Eligibility Criteria	15	6. Location, ownership and DC facility	Land & building shall not have been mortgaged by the bidder as on date and shall not mortgage over the tenure of the contract without NPCI consent.	Would like to clarify that the Navi Mumbai land and building where the DC is constructed has already been mortgaged as a pre-condition for availing construction loan from the bankers. It is an industry practice for the DC service provider to seek loan for it's construction of the DC against which the property had to be mortgaged, similarly in our case the Navi Mumbai DC land has been mortgaged for construction of DC building. Given the said background, we request your kind consideration of the factual position and relax the said eligibility criteria for 'Datascape Realty Pvt. Ltd. (DSPRL)'	None	No change
338	Section 4 Eligibility Criteria 4.1 Eligibility Criteria	15	8. Service quality certifications and compliances	The DC facility shall be complying with Tier-III / IV or Rated 3 / 4 as per Uptime Institute or TIA942 standards as on date of bid participation. If the bidder does not have such certificate on the date of bid participation, he shall provide an undertaking stating that the same will be made available for verification before technical evaluation round, failing which the Bidder will not qualify for subsequent process under this RFP including Technical Evaluation round.	Kindly specify whether the above stated Certification is required for Design or Construction or Operational standards	None	All 3 certifications required for operational standards
339	Section 2: Contract Term	66	2.1 Ready for Service date	on or Before 31st July 2024	If the Ready for Service (RFS) for Navi Mumbai DC is as early as December 2024, can NPCI re consider the extended phase-I timeline ? Request NPCI to kindly re consider. Phase-II and Phase-III timelines as stated in the RFP can be adhered to.	None	No change