

**Reply to Bid Queries for Tender Number: RailTel/GTE/CO/Mktg-BD/2024-25/RFP/Noida DC/001 (Round-2)**  
**Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land**

S.No.	Section No	Page No	Point No	Content of RFP requiring Clarification	Points of clarification required	Response to Queries
1	Chapter 2 - Glossary	14	Net worth	<p>For the purposes of this RFP, net worth (the "Net Worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation</p> <p>The Network needs to be certified by the Statutory Auditor of the Bidder.  * Net Worth at the close of preceding financial year.</p> <p>In case a Bidder has issued any fresh equity capital during the current financial year, the same shall be permitted to be added to the Bidder's Net Worth subject to the statutory auditor of the Bidder certifying to this effect.</p>	<p>As per Section 43 of the Companies Act, 2013, Share Capital includes Equity share capital and Preference share capital. Thus, preference share capital should also be considered as part of net worth. While the RFP language allows for paid up share capital (including equity and preference capital) as per audited balance sheet to be G139 included as part of net worth, it mentions only equity capital (highlighted in yellow above) for any new capital infusions post the audited balance sheet date till the bid submission date. The statutory auditors are strictly interpreting 'equity capital' to mean only equity shares and not preference shares. We believe that similar to using paid-up capital (which includes both equity share capital and preference share capital) till the last audited balance sheet date, for adding capital infusions post the last audited balance sheet date, both equity and preference share capital should be considered as both are permanent capital.</p> <p>Railtel to clarify that equity capital includes both equity share capital and preference share capital issued till date as both are permanent capital.</p>	Please refer Corrigendum-3
2	5.4	27	5.4.2	Plot	Please provide the list of Statutory Approvals taken for the land example - Environmental Clearance , various NOC, Clear Title of the Land etc.	If required, the necessary documents can be seen at RailTel office during any working day. The documents shall be shared only to the successful bidder after issue of LOA.
3	5.4	27	5.4.2	Plot	Please provide the Site Assessment Report including , Soil, Air, Water , Flood Analysis for the Land.	No such assessment carried out by RailTel. Partner is free to undertake such assessment at its own cost if required.
4	5.4	27	5.4.2	Plot	Please provide the UP Utility Assessment report for Power availability at site.	No formal assessment taken up by RailTel. The scope is with the partner and actual feasibility study if required has to be done by Partner at its own cost.
5	5.4	27	5.4.2	Plot	Please share the Power Sanction taken for the Plot from the nearest Substation and Also the Utility Feasibility Study for availability of Power in terms of 110KV/220KV/33KV/22kV Etc including running length of HV Cable	No formal assessment taken up by RailTel. However, the same have been discussed and it has been informed that the distance is of approx. 8-10 KM the nearest two 33kV substation and overhead/underground cable shall be provided by the power utility. However, the scope is with the MSDCP and actual feasibility study and implementation has to be done by MSDCP at its own cost.
6	5.4	27	5.4.2	Plot	Please Share underground Services Assessment and Soil Report as this decides major portion for Excavation Works	No such assessment carried out by RailTel. Partner is free to undertake such assessment at its own cost if required.
7	5.4	27	5.4.2	Plot	As its End to End Greenfield Project Build and Managed RFP by MSDCP, We request you to consider the Investment of Capex from RailTel for Core and Shell for the 10MW DC building as it will be non movable Asset.	No change
8	Chapter 1 - Invitation to Bidder	29	5.6 (Duration of Contract)	The contract period will commence from the date of issue of Letter of Award (LOA). The term of the contract shall be valid for period of Thirty-30 years including implementation time period. The contract duration may be further extended with mutual consent between RailTel and the Managed Service Data Centre partner (MSDCP) on mutually agreed terms and conditions. RailTel may, at its sole discretion initiate a process to do best price discovery with the first right of refusal to the incumbent/ successful bidder for the extended period.	We request Railtel to exclude the price discovery for extended period as it would negate the purpose to mutual agreement to proceed for the extended term.	No change
9	5.7 Earnest Money Deposit	29	1	EMD amount- Rs 3 Cr.	Request EMD amount to be 1.5 cr	No change
10	Chapter 2	34	Clause 6.3	Bid-Data Sheet	Seek extension for the RFP submission with only the non-commercial details at this stage by 30th March 2025.	No change

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11	Chapter 2	37	Clause 6.9	Commercial Bid	Given the Vast nature of the work defined in the RFP, we request that only the technical successful bidder is required to submit the commercial. Hence, please confirm that commercial will not be submitted at this stage and can be submitted with the announcement of E-Auction Date	No change
12	Chapter 3	51	7.1	RailTel intends to develop Data Centre of minimum capacity of 10 MW of IT load with development as per the FAR and ground coverage permissible as per the allotment at Annexure-30 (under Industrial Plots scheme of NOIDA Authority).	The 10 MW IT will be complete usage by the Railtel for providing Managed Services including colocation. Please confirm. If not, what shall be the minimum capacity commitment from Railtel out of 10 MW	The RFP conditions are clear on the model of engagement.
13	Chapter 3 - Scope of Work	51	7.1.1 (FAR)	As per revised RFP; Annexure 30 (Grounder Coverage and FAR), FAR seems to be even less than 1.	Please let us know the overall built-up potential of plot with respect to FAR as per Noida authority Development regulation	The RFP conditions are clear on the FAR.
14	Chapter 3 - Scope of Work	51	7.7 (Operational competence)	Operational competence ensures that the ideal MSDCP can market the following: 1.Rack Colocation 2.Managed Colocation 3.Infrastructure-as-a-Service(IaaS) 4.Platform-as-a-Service(PaaS)etc. 5.XaaS	1. Please confirm the contracting entity to any other customer requiring these services. 2.Please confirm that Railtel will provide the hardware and software including License to support the Managed services and Platform services ( IaaS, PaaS, XaaS)	The RFP conditions are clear on the model of engagement. RailTel shall invest Rs. 50 Crore towards IT infrastructure for setting up cloud services using the racks created by MSDCP.
15	Land Feasibility for Confidence	51	-	New Point Added	We strongly recommend conducting a comprehensive feasibility study on the proposed 4.2-acre plot to confirm its suitability for a world-class data center. These studies are a prerequisite at the start of each datacentre project before the construction and reduce the project risks significantly. This study should ideally include: - Site & Geotechnical Factors: (Soil Testing, Seismic Activity, Flood Risk Assessment, Site Access and Logistics) -Infrastructure & Utilities: (Power Availability, Water Availability, Fiber Optic Connectivity, Wastewater Management) - Environmental Considerations: (Noise Pollution, Air Quality, Environmental Regulations) - Additional Considerations: (Proximity to Amenities, Security Considerations, Land Ownership and Zoning)	Partner is free to undertake such assessment at its own cost if required.
16	7	51	3	IaaS Services	What are the services model of Cloud Railtel is looking for ? Private Cloud, Baremetal or Virtual machines as a service	The RFP conditions are clear on the model of engagement.
17	7	51	3	XaaS Services	What are other additional services Railtel Team expecting from bidder ?	The RFP conditions are clear on the model of engagement.
18	7	51	3	PaaS Services	What are PaaS services Railtel Team expect from the bidder ?	The RFP conditions are clear on the model of engagement.
19	Chapter 3 - Scope of Work	52	7.1.4	The time for construction of DC shall be in two phases for 10 MW capacity to be implemented in the following schedule (counted from the date of issue of LOA): -Phase-I (Shell Infra + 500 racks capacity): a. 1.5 years (18 months period) - Shell Structure and associated MEP for the minimum 10 MW capacity. b. 1.5 yrs to 2 years (6 months period)- For at least 500 racks (passive infra) for Go-Live of PhaseI -Phase-II (Remaining capacity): c. 3rd year to 5th year (36 months period)- Passive infra for remaining capacity for Go Live of Phase-II. (Any enhancement of DC capacity further shall be decided by MSDCP as per the business requirements subject to approvals from concerned authorities for enhancing FAR etc. However, a prudent planning of the DC facility Structure and Design has to be done by the bidder during initial Phase-I only so that the DC facility can cater to the future capacity enhancements easily. Additionally, the MSDCP must facilitate provisioning of required IT infra and it's implementation within a month's period, in case RailTel brings the business on its own.)	The time for construction of DC shall be in two phases for 10 MW capacity to be implemented in the following schedule (counted from the date of issue of LOA): -Phase-I (Shell Infra + 500 racks capacity): a. 1.5 years (18 months period) - Shell Structure and associated MEP for the minimum 10 MW capacity. b. 1.5 yrs to 2 years (6 months period)- For at least 500 racks (passive infra) for Go-Live of PhaseI -Phase-II (Remaining capacity): c. 3rd year to 5th year (36 months period)- Passive infra for remaining capacity for Go Live of Phase-II. (Any enhancement of DC capacity further shall be decided by MSDCP as per the business requirements subject to approvals from concerned authorities for enhancing FAR etc. However, a prudent planning of the DC facility Structure and Design has to be done by the bidder during initial Phase-I only so that the DC facility can cater to the future capacity enhancements easily. Additionally, the MSDCP must facilitate provisioning of required IT infra and it's implementation within a month's period, in case RailTel brings the business on its own.)	Query not understood. However, the RFP conditions are clear on the model of engagement.

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20	Chapter 3 - Scope of Work	52	Clause 7.1, Point 1	The bidder can also plan for higher capacities in future, if allowed by Noida Authority by increasing FAR limits (purchasable FAR under scope of the bidder) and/or per latest applicable Building Bye laws (with prior approval from Noida/ concerned authorities).	For such build out of higher capacities more than 10 MW, we seek clarity that a) the revenue share to Railtel would be applicable only for 10MW and not for revenues above 10MW b) the construction, operations related oversight and SLAs (schedules, timing, costs, technology, etc) by Railtel would be only for 10 MW only and there should not be any restrictions from Railtel for the same for any development above 10 MW and c) for billing above 10MW, we should be able to invoice and collect from the customer directly or not route it via the project escrow account. Railtel to provide full discretion to the bidder to built, operate and lease above 10 MW. Please confirm	Any development on the plot shall be as per the terms and conditions of this RFP.
21	7.1 Model of Development & Operations of Data Centre	52	2	The plot shall always remain in the name of RailTel.	We request RailTel to provide the copy of the lease deed for the land. For the project development, there will be a requirement of sub-lease agreement for project financing. Hence, it is recommended to have a sub-lease agreement between RailTel and MSDCP. Request you to add a sub-lease agreement as an annexure to the RFP.	No change. The documents shall be shared only to the successful bidder after issue of LOA.
22	7.1 Model of Development & Operations of Data Centre	52	5	RailTel will be provided 10% of developed shell space (with MEP) on first floor free of cost for future need. In case there is further development of the DC capacity (based on any increase in FAR after taking approvals from the concerned Authorities), then in that case the space for RailTel will also be increased proportionately.	The premises designated for the data center facility shall be used exclusively for data center operations by MSDCP and its authorized personnel. RailTel shall not occupy any space within the Facility or introduce any personnel unrelated to data center operations. This is in accordance with established data center best practices to ensure optimal security and environmental conditions. In addition, the space requested to be allocated for the said purposes if alternatively utilized as DC space, can generate additional capacity of atleast 1 MW. Hence request that this clause be withdrawn.	No change
23	7.1 Model of Development & Operations of Data Centre	52	4	New Point Added		Query not available
24	7.1 Model of Development & Operations of Data Centre	52	4	The time for construction of building (with MEP) and Passive DC components (initial phase as planned by bidder) shall be 18 months from the date of LOA. In any case, the MSDCP shall be responsible to build complete planned DC capacity (passive components) within 3 years from the date of LOA.	MSDCP's timeline for establishing the data center facility shall be exclusive of any delays caused in obtaining of required clearances and approvals from statutory bodies. Please Confirm.	This is already part of RFP. Please refer to Chapter 8- Service Level Agreement- Point no. 1
25	7.1 Model of Development & Operations of Data Centre	52	4	Additionally, the MSDCP must facilitate provisioning of required IT infra and it's implementation within a month's period, in case RailTel brings the business on its own.	It depends on the OEM Lead time. Typically OEM lead times are 45 days, hence request to consider 2 months for provisioning of required IT Infra	No change
26	7.1	52	4	Phase-I (Shell Infra + 500 racks capacity): a. 1.5 years (18 months period) - Shell Structure and associated MEP for the minimum 10 MW capacity. b. 1.5 yrs to 2 years (6 months period)- For atleast 500 racks (passive infra) for Go-Live of Phase-I	During Phase-1, do we have to build MEP and cooling for full capacity or only for 500 racks?	The common MEP & shell structure as required for minimum 10MW needs to be provided in Phase-1 only. Cooling, DG, Racks & other Passive/Active items for Phase-II capacity can be provided during subsequent phase(s) as per business need complying to the RFP conditions.
27	7.1	52	5	RailTel will be provided 10% of developed shell space (with MEP) on first floor free of cost for future need	For the corresponding space to be given to Railtel, is associated MEP for office or for the data centre?	This space shall be for office space, hence necessary provisionig of MEP to be done accordingly.
28	7.1 Model of Development & Operations of Data Centre	52	1	Model of Development & Operations of Data Centre	The investment has to be done by MSDCP which is in 30 years of span. There would be some tech refresh as per the technological advancement which would also be done by the MSDCP. So, the handover of the asset after completion of project tenure needs to be done as per the prevailing market value of the existing IT & Non-IT Infra.	No change

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29	7.1	52	4	7.1 Model of Development & Operations of Data Centre a. 1.5 years (18 months period) - Shell Structure and associated MEP for the minimum 10 MW capacity	Pls clarify the MEP required on Day 1 and also the per rack density required.	The common MEP & shell structure as required for minimum 10MW needs to be provided in Phase-1 only. Cooling, DG, Racks & other Passive/Active items for Phase-II capacity can be provided during subsequent phase(s) as per business need complying to the RFP conditions.
30	7.1	53	9	The Cloud/Managed services shall be managed and operated by RailTel through its own manpower.	point no 9. It is submitted that the MSDCP should be allowed to run the cloud managed services under the supervision of Railtel.	The RFP conditions are clear on the model of engagement.
31	7.1 Model of Development & Operations of Data Centre	53	7	PUE (Power Usage Effectiveness) of DC shall be less than 1.5. The bidder is free to design, construct & operate DC complying to higher standards.	Request railtel to consider the PUE requirement as 1.6	No change
32	7.1 Model of Development & Operations of Data Centre	53	8	The MSDCP shall be responsible to market all services in the name of RailTel Corporation of India Ltd.. For any Government Business (State/Central/(Ministries, Departments, PSUs, Authorities, etc, the MSDCP shall interact jointly with RailTel directly for acquiring business with such customer.	Does Railtel provide required use cases and eligibility documents to acquire business	The RFP conditions are clear on the model of engagement.
33	DO	53	9	The Cloud/Managed services shall be managed and operated by RailTel through its own manpower.	Please share the RailTel Team structure and number of resources planned by RailTel to be deployed at the DC for Cloud/Managed services management.	This shall be planned in consultation with the selected bidder as provided in the RFP.
34		53	7	Sustainability: The PUE (Power Usage Effectiveness) of DC shall be less than 1.5. The bidder is free to design, construct & operate DC complying to higher standards.	please reduce it to 1.7-2.0 PuE as There are multiple technologies, and each will have its own PuE level. Also, the average PuE of data centre in India is 1.7	No change
35	7.1 Model of Development & Operations of Data Centre	54	12	Network- The primary network for DC will be made available by RailTel at the site. Other service provider to be made available by the MSDCP. Any telecom service to be utilized/leased by any customer or MSDCP, the first right of refusal shall be with RailTel. The MSDCP shall incorporate suitable clause to this effect in the standard agreement for customers.	This is against ISP Neutral/Carrier agnostic clause which will effect the business	No change. Though the customer shall make the final decision.
36	7.1 Model of Development & Operations of Data Centre	54	13	In case there is a business requirement of DC services along with DR then in that case, the site for DR services will be finalised by RailTel in the manner by giving due preference to its own existing site first and in case of non-availability, RailTel may choose alternate site of available partner(s) in consultation with the customer. Where RailTel provide alternate DR site (other than MSDCP's), the revenue portion for the DR services shall not be included under the commercial arrangement with the MSDCP.	Can we also use other/thirdparty DC's for DR site	The RFP conditions are clear on the model of engagement.
37	7.1	54	14	RailTel's Investment Commitment-RailTel shall invest Rs 50 Cr for providing IT infrastructure for cloud services utilising a portion of installed racks created during Phase-I by MSDCP.	We request RailTel to consider committing to at least 50% of the colocation capacity (5 MegaWatts). This would help evenly distribute the business risk between RailTel and the bidder and foster a partnership-driven approach rather than a conventional customer-vendor relationship.	No change
38	7.2 Brief Scope of Work	56	iv.	Deployment of sophisticated network management tools that ensures pro-active monitoring of network and helps identify problem areas with minimal loss of time	Does Railtel provide UCP and billing software to invoice the customer? If yes, role bases access can be created?	The scope of work including roles & responsibilities of RailTel and the MSDCP are clear in the RFP.
39	7.3.1	59		The scope of work for "Build" phase would broadly cover the following	It is submitted that the successful bidder needs support from Railtel in procuring approvals / NOC from all the government departments.	RFP is clear on such requirements.

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40	7.2.6	59	7.2.6 Audit and Compliance	RailTel reserves the right to conduct independent audits at any stage to ensure the proper use of funds and compliance with the agreed milestones.	<p>Audits if conducted should be subject to prior written notice, with minimal disruption to the services, during normal business hours, and would also incur cost to be borne by the Customer (except for one free audit per calendar year for maximum 4 hours). We have proposed a clause to that effect:</p> <p>At the Customer's own expense and upon 30 days written notice to the the Service Provider, Customer or its authorized representatives may audit the Service Provider's Facilities, records and documents pertaining to the Service Provider's provisioning of Services to the Customer during the term of the Agreement. The Customer and its representatives (i.e., third party auditors, consultants, etc.) shall enter into satisfactory confidentiality undertakings. Both Parties shall agree in writing an audit scope and schedule. The Customer will perform such audit during normal business hours only and in accordance to generally accepted auditing standards. Except for one audit (maximum 4 hours) per calendar year, the Customer will be charged at Remote Hands Charges or at the rates as otherwise agreed between the Parties depending on the scope of the audit. For audit requests from a regulatory body or a governmental authority supported by a written confirmation from such regulator or authority, Service Provider will endeavour to meet such additional audits and timelines as may be requested by said regulator or authority. For the purpose of this clause, "Remote Hands Charges" shall mean a minimum rate of INR twenty thousand (20,000/-) per hour or such other rate as agreed in the audit Schedule subject to change depending on the location of the audit, and such Remote Hands Charges will cover the Service Provider Charges for providing the Customer access to Service Provider Facilities and personnel during the audit. The Customer will indemnify the Service Provider for any resulting damage to the Service Provider's property and additional costs incurred by Service Provider in pursuant to facilitating the audit. Access to premises or web links provided to the Customer as reasonably required to perform the audit shall be subject to the Customer's strict adherence to the Service Provider's safety, security and privacy policies and procedures then in effect. No images of the premises shall be taken or made and no documents shall be copied (or otherwise duplicated), altered or removed from the premises without Service Provider's prior written consent. The Customer's representative shall declare all the IT equipment's that it owns, before entering the Service Provider's site for audit. Upon completion of the audit, the Customer shall discuss the audit findings with the Service Provider and shall share the mutually agreed audit report within (30) thirty days from the date of completion of the audit otherwise the audit shall be deemed to have resulted in no findings.</p>	Please refer to Corrigendum-1
41	7.3	59	7.3.1	Power Connection and Day to Day Bill	Please clarify the Scope of work for Payment to be made on monthly Basis and Demand Charges to UP State Electricity Board	RFP is clear on such requirements.
42	7.3	59	7.3.1	PUE Less than 1.5	Considering the intial ramp please consider PUE around 1.75 for Load less than 50% and 1.6 for 75% and a.6 for 100 %IT Load	No change
43	7.3.1	60	1	Foundation and Structural Work	What are the specific soil conditions and load-bearing capacities at the proposed site?	This is part of MSDCP scope in line with the RFP conditions.
44	7.3.1	60	1	Foundation and Structural Work	Are there any existing underground utilities or structures that need to be considered during excavation and foundation work?	This is part of MSDCP scope in line with the RFP conditions.
45	7.3.1	60	1	Foundation and Structural Work	What are the seismic design requirements for the building structure?	This is part of MSDCP scope in line with the RFP conditions.
46	7.3.1	60	1	Building Design and Layout	Can you provide detailed architectural drawings, including floor plans, elevations, and sections?	This is part of MSDCP scope in line with the RFP conditions.
47	7.3.1	60	1	Building Design and Layout	What are the fire safety requirements and regulations that need to be adhered to in the building design?	This is part of MSDCP scope in line with the RFP conditions.
48	7.3.1	60	1	Building Design and Layout	Are there any specific requirements for the building facade and materials to be used?	This is part of MSDCP scope in line with the RFP conditions.

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49	7.3.1	60	1	Interior Works	What are the specifications for raised flooring in the server hall and other areas?	This is part of MSDCP scope in line with the RFP conditions.
50	7.3.1	60	1	Interior Works	Are there any specific requirements for partitioning and false ceilings in the support areas?	This is part of MSDCP scope in line with the RFP conditions.
51	7.3.1	60	1	Plumbing and Drainage	What are the requirements for plumbing and drainage systems within the data center, including water supply for cooling systems?	This is part of MSDCP scope in line with the RFP conditions.
52	7.3.1	60	1	Plumbing and Drainage	Are there any specific standards to be followed for the installation of sanitary fixtures and fittings?	This is part of MSDCP scope in line with the RFP conditions.
53	A. Supply, installation and commissioning of DC Non-IT physical Infrastructure (Complying to minimum Tier-III Design and Build Uptime Certification requirements)	60	1	Civil & Interior Works	Please confirm the IBC Code to be followed under this project.	This is part of MSDCP scope in line with the RFP conditions. All mandatory rules/codes and guidelines issued by relevant Government Authority has to be complied with.
54	DO	60	DO	Foundation Work	Please confirm if we have to select caisson foundation or Pile Type Foundation looking into the high load capacity requirement.	This is part of MSDCP scope in line with the RFP conditions.
55	DO	60	DO	RCC work	Now the days for Faster with high level of load capacity "formwork RCC" construction method including partitions is popular instead of brickwork. Request RailTel to confirm one construction method for equal understanding.	This is part of MSDCP scope in line with the RFP conditions.
56	DO	60	DO	Brick works, floorings	As most of the space in the building will be raised floor hence floor with simple PCC is more than enough for Raised floor area, please confirm if it is acceptable.	This is part of MSDCP scope in line with the RFP conditions.
57	DO	60	DO	Raise flooring inside server hall	Data Centres have Concentrated Loads of at least 675Kgs (1500lbf), ultimate concentrated Load of 1690 kgs (3750 lbf) with a top-surface deflection under load and a permanent set not exceeding 2.54 & 0.25mm (0.10 & 0.010inch) respectively according to CISCA A/F. request your confirmation to include?	This is part of MSDCP scope in line with the RFP conditions.
58	DO	60	DO	Modular false ceiling in support area	No Details of Type of False Ceiling is mentioned request you to confirm which one we should consider Gypsum Or Grid Or Metal? Generally Metal is recommended which has basic level of fire ratings.	This is part of MSDCP scope in line with the RFP conditions.
59	DO	60	DO	Fire rated glass partition in server hall, Toughened glass partition	We recommend to change to Gypsum Partition with 2hours Fire Rating as glass does not give any protection from fire.	This is part of MSDCP scope in line with the RFP conditions.
60	DO	60	DO	Fire rated doors, Glass doors and flush doors, Shutters, Grills	Fire Rated Doors are available in both Wood and Metal please conform which one to be used?	This is part of MSDCP scope in line with the RFP conditions.
61	DO	60	DO	Civil & Interior Works	There are no details of No of Parking to be made available	This is part of MSDCP scope in line with the RFP conditions.
62	DO	60	DO	Civil & Interior Works	Please confirm if support staff and security staff quarters also have to be provisioned in building.	This is part of MSDCP scope in line with the RFP conditions.

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63	DO	60	DO	Civil & Interior Works	Please confirm the no and type of Lift requirement per floor	This is part of MSDCP scope in line with the RFP conditions.
64	DO	60	DO	Civil & Interior Works	Please confirm fire hydrant system in which all area to be considered.	This is part of MSDCP scope in line with the RFP conditions.
65	DO	60	DO	Civil & Interior Works	Please confirm the position of chillers on roof or at GF open area	This is part of MSDCP scope in line with the RFP conditions.
66	DO	60	DO	Civil & Interior Works	Please confirm position of DG Sets also confirm as per NCR guidelines which type of DG Sets is required	This is part of MSDCP scope in line with the RFP conditions.
67	7.3.1	61	2	Power Supply and Distribution	What is the total power requirement for the data center, and what are the redundancy levels required for power supply?	This is part of MSDCP scope in line with the RFP conditions.
68	7.3.1	61	2	Power Supply and Distribution	Can you provide details on the type and capacity of transformers, UPS systems, and diesel generators to be used?	This is part of MSDCP scope in line with the RFP conditions.
69	7.3.1	61	2	Power Supply and Distribution	What are the specifications for the earthing and grounding systems?	This is part of MSDCP scope in line with the RFP conditions.
70	7.3.1	61	2	Lighting and Wiring	What are the lighting requirements for different areas within the data center, including emergency lighting?	This is part of MSDCP scope in line with the RFP conditions.
71	7.3.1	61	2	Lighting and Wiring	Are there any specific standards or codes to be followed for electrical wiring and cabling?	This is part of MSDCP scope in line with the RFP conditions.
72	DO	61	2	HT and MV Power and distribution		Query not clear.
73	DO	61	2	Transformer, APFC panel, Sync panels (Transformer output Panel)	Please confirm weather substation will be Indoor or Outdoor	This is part of MSDCP scope in line with the RFP conditions.
74	DO	61	2	Transformer, APFC panel, Sync panels (Transformer output Panel)	Please confirm if we can achieve N+1 design using multiple dry type transformer	This is part of MSDCP scope in line with the RFP conditions.
75	DO	61	2	Transformer, APFC panel, Sync panels (Transformer output Panel)	As Noida Region is on Seismic Zone IV as per DDMA Website which is prone to high level of earthquake please confirm if you want All Panels has to be Seismic Zone IV Certified which is possible using Zinc Magnesium Sixteen Folded Frame, Seismic Kits, Plinths, Grouting, Bolting	This is part of MSDCP scope in line with the RFP conditions.
76	DO	61	2	SITC of Main and sub-LT panels.& Distribution panels and DBs	Please confirm if LT panels has to be redundant meeting Tier 3	This is part of MSDCP scope in line with the RFP conditions.
77	DO	61	2	SITC of Main and sub-LT panels.& Distribution panels and DBs	As Noida Region is on Seismic Zone IV as per DDMA Website which is prone to high level of earthquake please confirm if you want All Panels has to be Seismic Zone IV Certified which is possible using Zinc Magnesium Sixteen Folded Frame, Seismic Kits, Plinths, Grouting, Bolting	This is part of MSDCP scope in line with the RFP conditions.
78	DO	61	2	Transformer, APFC panel, Sync panels (Transformer output Panel)	Electrical System Bus bar Sizing Connection and Support is not detailed in the requirement which is single point of failure in most of the Data centres worldwide Set of horizontal main bus bars shall be provided and should be a profile busbar of max square dim 60mm X 60 mm and all tapping should be drill free and Square shaped profiled busbars where user can tap power from all the directions busbar rating of 3200A should be with uniform cross section throughout the length,. Please confirm do you want to avoid single point of failure?	This is part of MSDCP scope in line with the RFP conditions.
79	DO	61	2	SITC of Main and sub-LT panels.& Distribution panels and DBs	For Safety of electrical system as per UL Standard of safety All busbar supports shall be insulated with close-fitting non-hygroscopic, thermally modified hard PVC of high dielectric strength to provide a permanent high dielectric non-aging and non-tracking protection impervious to water, tropical condition, and fungi. The insulation shall be non-flammable and self-extinguishing and in fast colours to indicate phases. The supports shall have continuous operating temperature max 90 Deg C and fire protection corresponding to UL 94-V0, please suggest if safety standards has to be followed	This is part of MSDCP scope in line with the RFP conditions.

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S.No.	Section No	Page No	Point No	Content of RFP requiring Clarification	Points of clarification required	Response to Queries
80	DO	61	2	Diesel generators, exhaust stack, HSD tank, Fuel pump etc	Please confirm which all guidelines has to be followed during DG Sets selection such as CPCB, DPCB or UPCB or all	This is part of MSDCP scope in line with the RFP conditions.
81	DO	61	2	Intelligent PDUs	Please confirm do you need 3 Phase or Single Phase IPDU	This is part of MSDCP scope in line with the RFP conditions.
82	DO	61	2	Intelligent PDUs	Please confirm no of C 13 and No of C19 Sockets to be provisioned in IPDU	This is part of MSDCP scope in line with the RFP conditions.
83	DO	61	2	Intelligent PDUs	Please confirm do we consider Socket Level Monitoring or Strip Level Monitoring	This is part of MSDCP scope in line with the RFP conditions.
84	DO	61	2	Intelligent PDUs	Please confirm do you need socket level switching also in IPDUs	This is part of MSDCP scope in line with the RFP conditions.
85	DO	61	2	Intelligent PDUs	Please confirm do you need socket level switching also in IPDUs	This is part of MSDCP scope in line with the RFP conditions.
86	DO	61	2	Intelligent PDUs	Two IPDU per rack or one IPDU per Rack please confirm	This is part of MSDCP scope in line with the RFP conditions.
87	DO	61	2	Intelligent PDUs	In case of two please confirm do you need Zero-U aluminium housing which will not consume U space and light in weight	This is part of MSDCP scope in line with the RFP conditions.
88	DO	61	2	Intelligent PDUs	As there will be many power cable which can be accidentally comeout please suggest of we consider lockable and Unused slots closed with slot covers type IPDU	This is part of MSDCP scope in line with the RFP conditions.
89	DO	61	2	Intelligent PDUs	To differentiate Phases its suggested to use colour-coded IPDU Pink, black, white please confirm	This is part of MSDCP scope in line with the RFP conditions.
90	DO	61	2	Intelligent PDUs	To optimize faster data flow please suggest network interface 2GB need to be considered or not?	This is part of MSDCP scope in line with the RFP conditions.
91	DO	61	2	Intelligent PDUs	Now the days IPDU are equipped with CAN Sensors based which can connect 16 sensors and avoid having separate monitoring hardware please suggest if we have to consider this?	This is part of MSDCP scope in line with the RFP conditions.
92	DO	61	2	Intelligent PDUs	For smooth and transparent invoice of power consumption to customers min Measurement per output slot: Voltage (V), current (A), frequency (HZ), active power (kW), + active energy (kWh), apparent energy (kVAh), apparent power (kVA), reactive power (var), power factor THD is required please confirm?	This is part of MSDCP scope in line with the RFP conditions.
93	DO	61	2	Intelligent PDUs	Protocols : as its IDC and many customer will come with different protocols support please confirm if IPDU have to support all standard protocols such as IPv4 / IPv6, with integral web server, HTTP, HTTPS, SSL, SSH, NTP, Telnet, TCP/IP v4 and v6, DHCP, DNS, NTP, Syslog, SNMP v1, v2c und v3, Traps, OPC-UA, Modbus/TCP, FTP/SFTP ,SMTP, User administration including rights management, LDAP(S)/Radius connection, USB port for firmware update and data logging functions.	This is part of MSDCP scope in line with the RFP conditions.
94	DO	61	2	Monolithic UPS systems with lithium-ion batteries for IT load	Monolithic UPS system is made up of a single sub-system and has no built-in redundancy for Data Center Critical application it is not suggested instead A modular UPS which consists of multiple independent power modules that can be combined As N+ format to provide power protection and backup. Please confirm to consider Modular UPS?	This is part of MSDCP scope in line with the RFP conditions.
95	DO	61	2	Monolithic UPS systems with lithium-ion batteries for IT load	Please confirm Each power module within a modular UPS operates independently and can support a portion of the total power load	This is part of MSDCP scope in line with the RFP conditions.
96	DO	61	2	Monolithic UPS systems with lithium-ion batteries for IT load	Modular UPS systems offer higher scalability compared to standalone UPS units. As power requirements grow, additional modules can be added to the system without taking it offline.	This is part of MSDCP scope in line with the RFP conditions.
97	DO	61	2	Monolithic UPS systems with lithium-ion batteries for IT load	Most cases, maintenance or upgrading of a modular UPS can be performed without interrupting power to the connected devices. Faulty modules can be replaced while the system remains operational, reducing downtime.	This is part of MSDCP scope in line with the RFP conditions.

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98	DO	61	2	Monolithic UPS systems with lithium-ion batteries for IT load	Please confirm Modular UPS with following to be considered? 1) Static Switch & Controller (Dual controller) shall be Hot Swappable in nature 2) Dual Aux Power Supply & Dual CAN BUS. Availability of Sleep mode (Module management operation) is also required to improve efficiency at lower loads. 3) Full load testing without any external load shall be available. In case, it is not available, the vendor has to consider cost for external load banks for SAT. 4) Inbuilt Breaker/Switches in UPS for Input, Output, Static Bypass & Manual Bypass 5) Inbuilt phase sequence correction as well protection 6) Front Panel 10" Color Touch Graphical Display: The UPS control panel shall provide a touch color graphic display for indication of UPS status, metering, battery status, alarm/event log, and advanced operational features. 7) Redundant System with optional redundant controller, Dual Aux Power Supply. 8) UPS and LIB Battery has to be from Same OEM for better SLA	This is part of MSDCP scope in line with the RFP conditions.
99	7.3	61	3	Precision and Comfort Air conditioning & Temperature and Humidity Control. Air supply: Precision A/C: 22 C +/- 2 C	As per ASHRAE TC 9.9 Please consider Data Center Room Temperature 24 Deg +/- 2 Deg Cel and Humidity upto 70% RH	This is part of MSDCP scope in line with the RFP conditions.
100	7.3 Functional Scope	62	4(d)	Controlled Access (escorted access) shall be granted to others whose work function requires occasional access to the Data Center. These individuals shall be granted access and escorted into the Data Center by Computer Operations staff. Sign-in is required. This access group would include:	Does Railtel provide Visitor Management software.	This is part of MSDCP scope in line with the RFP conditions.
101	7.3.1	62	3	HVAC Systems	What are the cooling load calculations and requirements for precision air conditioning systems?	This is part of MSDCP scope in line with the RFP conditions.
102	7.3.1	62	3	HVAC Systems	Can you provide details on the type and capacity of cooling units, including in-row and perimeter cooling systems?	This is part of MSDCP scope in line with the RFP conditions.
103	7.3 Functional Scope	63	4	IDC entry restricted to Customers and Administrators.	What is the seating capacity required for IDC?	This is part of MSDCP scope in line with the RFP conditions.
104	7.3 Functional Scope	63	-	All employees of the Data Center Team are required to sign confidentiality agreement with the company.	Does third party manpower allowed for MSDCP?	This is part of MSDCP scope in line with the RFP conditions.
105	7.3.1	63	4	Fire Detection and Suppression	What are the specifications for the fire detection and suppression systems, including gas-based suppression and aspiration smoke detection?	This is part of MSDCP scope in line with the RFP conditions.
106	7.3.1	63	4	Fire Detection and Suppression	Are there any specific requirements for the placement and installation of fire safety equipment?	This is part of MSDCP scope in line with the RFP conditions.
107	7.3.1	64	5	Network Infrastructure	What are the specifications for the network passive infrastructure, including server racks, network racks, and patch panels?	This is part of MSDCP scope in line with the RFP conditions.
108	7.3.1	64	5	Network Infrastructure	Can you provide details on the structured cabling system, including the types of cables and connectors to be used?	This is part of MSDCP scope in line with the RFP conditions.
109	7.3.1	64	5	Network Redundancy and Security	What are the requirements for network redundancy and failover mechanisms?	This is part of MSDCP scope in line with the RFP conditions.
110	7.3.1	64	5	Network Redundancy and Security	Are there any specific security measures to be implemented for network infrastructure, including access control and monitoring?	This is part of MSDCP scope in line with the RFP conditions.
111	7.3.1	64	5	Bandwidth and Connectivity	What are the bandwidth requirements for internal and external connectivity, including MPLS and IBW?	This is part of MSDCP scope in line with the RFP conditions.
112	7.3.1	64	5	Bandwidth and Connectivity	Are there any preferred telecom service providers for external connectivity, and what are the SLAs for network uptime?	This is part of MSDCP scope in line with the RFP conditions.
113	7.3.1	64	6	Certificates and Approvals	What are the necessary certificates and approvals required for the construction and operation of the data center?	This is part of MSDCP scope in line with the RFP conditions.
114	7.3.1	64	6	Certificates and Approvals	Are there any specific environmental clearances or sustainability certifications required for the data center?	This is part of MSDCP scope in line with the RFP conditions.

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S.No.	Section No	Page No	Point No	Content of RFP requiring Clarification	Points of clarification required	Response to Queries
115	7.3.1	64	6	Certificates and Approvals	What are the fire safety and building code compliance requirements for the data center?	This is part of MSDCP scope in line with the RFP conditions.
116	7.3.1	64	6	Certificates and Approvals	Are there any specific industry standards or certifications (e.g., Uptime Institute, TIA-942) that the data center must comply with?	This is part of MSDCP scope in line with the RFP conditions.
117	DO	64	5	Network passive infrastructure	No Details of Network passive infrastructure is given request to detail the min requirement as latency is going to be major concern in IDC	This is part of MSDCP scope in line with the RFP conditions.
118	DO	64	5	Network passive infrastructure	Both Ethernet and Fiber Channel applications should be supported. Applications such as 10GBASE-S, 25GBASE-S, 40GBASE-SR4, 40GBIDI, 40G-SWDM4, 100GBASE-SR4, 100G-SWDM4, 16G FC, 32G FC and 128G FC	This is part of MSDCP scope in line with the RFP conditions.
119	DO	64	5	Network passive infrastructure	The fiber cabling infrastructure should support 10G, 25G, 40G, 100G on Duplex LC receptacles (i.e., 2 fiber cores) if required with the help of SWDM, along with Layer-1 ethernet (1/10G) link mirroring boxes, that does not degrade signal strength instead regenerate the signal and has ability to change the media on either ends, to be provided in redundancy per container. The links carrying mirrored signals should be aggregated on a device having min. 2GB of packet forwarding buffer, supporting virtual-output-Queue based architecture, filter supporting custom bit pattern match in packet headers, filter based traffic steering from input ports to output ports, load-balancing packets on to ports running on different speeds.	This is part of MSDCP scope in line with the RFP conditions.
120	DO	64	5	Network passive infrastructure	The cabling infrastructure should be upgrade without any downtime, to fully intelligent (Automated Infrastructure Management) when the data center expands	This is part of MSDCP scope in line with the RFP conditions.
121	DO	64	5	Network passive infrastructure	The Horizontal cabling shall consist of one or more of the following media types: o 4-pair Unshielded 100-ohm balanced twisted pair Category 6A/Class EA. o OM5 multimode optical fiber cable and associated components. o OS2, single-mode optical fiber cable and associated components.	This is part of MSDCP scope in line with the RFP conditions.
122	DO	64	5	Network passive infrastructure	Multimode OM5 Bend Insensitive fiber for trunk cables shall be as per TIA-492AAAD/TIA- 492AAAE respectively and Single mode OS2 fiber for trunk cables shall be compliant to ITUT G.652D and ITU-T G.657A1.	This is part of MSDCP scope in line with the RFP conditions.
123	DO	64	5	Network passive infrastructure	The optical fiber solution shall be pre-terminated (MPO/MTP) to support the above-mentioned applications.	This is part of MSDCP scope in line with the RFP conditions.
124	DO	64	5	Network passive infrastructure	The trunk cables will plug into either a MPO cassette or a MPO adapter plate depending on the application that needs to be supported	This is part of MSDCP scope in line with the RFP conditions.
125	DO	64	5	Network passive infrastructure	The cassette shall be available in multiple variants but will allow termination of 24 fiber strands at the back via MPO connectors. The cassettes can have 3 rear side MPO inputs of 8 fiber each or 2 rear side MPO inputs of 12 fiber each or 1 rear side MPO input of 24 fiber. This will allow 12 Duplex LC ports in the front of the cassettes	This is part of MSDCP scope in line with the RFP conditions.
126	DO	64	5	Network passive infrastructure	The fiber shelves/panels should allow high density termination (i.e., more number of fiber termination in less amount of rack space). It is preferred to have minimum 288 fiber terminations (144 LC duplex ports) in a space of 2 RU.	This is part of MSDCP scope in line with the RFP conditions.
127	DO	64	5	Network passive infrastructure	Polarity should be maintained irrespective of the number of components or in whichever configuration they are inserted in the optical link. All components must follow Method B and the adapters shall be compliant to TIA/EIA FOCIS 5, which is commonly referred to as "aligned keys" or "key-up to key-up."	This is part of MSDCP scope in line with the RFP conditions.
128	DO	64	5	Server and Network Racks and Containment details	As Noida Region is on Seismic Zone IV as per DDMA Website which is prone to high level of earthquake please confirm if you want All Panels has to be Seismic Zone IV Certified which is possible using Zinc Magnesium Sixteen Follod Frame, Seismic Kits, Plinths, Grouting, Bolting	This is part of MSDCP scope in line with the RFP conditions.

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S.No.	Section No	Page No	Point No	Content of RFP requiring Clarification	Points of clarification required	Response to Queries
129	DO	64	5	Server and Network Racks and Containment details	There are no details of BOQ of Racks please suggest following BOQ from RailTel Earlier RFP can we considered: 42U 600W Server racks 800W Network Racks with front and rear perforated door Sixteen-fold folded rolled hollow frame section Removable top & Bottom cover with Cable entry provision. (i) Server/Network Rack – 19” (42U) X 1200Depth. (ii) Fitted with Front perforated single door having & Rear Sheet Steel perforated double Door with 4-point locking system operated using Electromagnetic Spring Loaded Metal Handle Lock with 9 Digit Keypad lock connected on IP based PDU. (iii) All removable part should be with PU gasket with screw fixing to avoid air leakage. (iv) Supply includes: 1 Fixed Tray, 2 Vertical and 5 Horizontal Cable Manager, Earth Bar with wires, Captive Hardware pack and 1 network TOR switch to provide server connectivity. The Network switch should support virtual-output-Queue based architecture, minimum 2GB of packet forwarding buffer, IEEE 1588, filtered L3 remote mirroring, RFC6614, docker containers in OS, kernel module installation, centralized Mgmt. and Monitoring solution from same switch OEM to support auto provisioning, tracking of parameters (mac table, IP table, ARP/ND table, flow data, n/w topology across sites, microsecond-congestion, etc.) over a historical timeline, impacted CVE and bug alerts, upgrade, patching of the switch. Redundant Spine per container to be provided with QSFP28 connectivity to network TOR switch and supporting same feature specification as of network TOR switch. (v) All Racks should be certified according to ISO 9001, 14001, 18001. & UL 60950-1, 2416 Complying EIA 310, DIN 41494 and IEC 297 standards (vi) Load bearing capacity: 1500KG (vii) Surface Finish: Nano Ceramic Coated, electro-dipcoat primed to 20 microns and powder coated with textured polyester RAL 7035 to 80 to 120 microns. (viii) CRCA Sheet steel based Cold aisle containment system for 20 Racks with Semi Auto Closure doors, Glass windows and polycarbonate roof, for better SLA Rack, iPDU, Inrow cooling, CAC/HAC, has to be from same OEM	This is part of MSDCP scope in line with the RFP conditions.
130	Chapter 3 - Scope of Work	65	Clause 7.3.1, Point D (3)	The bidder shall provide DR instance of NOC & SOC at RailTel DC (either at Gurgaon or Secunderabad), where rack space will be provided by RailTel to bidder free of cost for the equipments. location. The bidder shall provide viewing rights to RailTel of the NOC & SOC operations.	Please confirm the connectivity to the DR instance at Gurgaon or Secunderabad site will be Railtel responsibility including any patch panels or hardware.	Yes
131	7.3 Functional Scope	65	D. 2	The bidder shall provide DR instance of NOC & SOC at RailTel DC (either at Gurgaon or Secunderabad), where rack space will be provided by RailTel to bidder free of cost for the equipments. location. The bidder shall provide viewing rights to RailTel of the NOC & SOC operations.	Does Railtel provide P2P link btw DC&DR?	Yes
132	7.3 Functional Scope	65	E	The bidder is expected to set up a helpdesk at DC. The bidder shall provide information and support related to IT solutions and network. It shall provide a single point of contact to provide assistance in troubleshooting and log ticket for queries/issues raised by Customers or RailTel personnel. It should deploy 24*7 team to carry out business operations.	Does Railtel Provide ITSM tool?	This is part of MSDCP scope in line with the RFP conditions.
133	7.3	65		SOC NOC Monitoring System/ Centralised Help Desk	Please clarify on Scope of Work for Providing Man Power for NOC SOC , Monitoring and Day to Day Data Center Operations Management perspective. Please share any Specific Man power qualification required from Railtel.	This is part of MSDCP scope in line with the RFP conditions.
134	7.3 Functional Scope	66	F.4.(b)	Language or syntax agnostic thus providing the solution team with the flexibility to use the best-fit tools and technologies	Does Railtel provide SPLA lic / perpetual software lic if required?	This is part of MSDCP scope in line with the RFP conditions.
135	7.3 Functional Scope	67	F.7	The bidder shall keep and maintain required spare(s) in order to meet the SLA and requirements of the RFP	Will OEM warranty fulfill this clause?	This is part of MSDCP scope in line with the RFP conditions.
136	7.3 Functional Scope	68	G.a.1	implement appropriate Cyber Security measures and systems and otherwise use reasonable endeavors to maintain its Cyber Security;	Is this billed seperately to customer?	This is part of MSDCP scope in line with the RFP conditions.

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137	Chapter 3 - Scope of Work	69	4.4 (ISO Certifications )	ISO certifications (including but not limited to) ISO 9001: 2015- Quality Management ISO 27001:2013- Certified for Information Security Management System ISO 27017:2015- Certified for Cloud Security ISO 27018:2019- Certified for Data Privacy in Cloud Ser ISO 27033- Certified for Network Security ISO 45001- Occupational Health and Safety ISO 14001- Environment Management ISO 50001- Energy Management"	All the operation related certification will be secured after 6 months from the Phase 1 go live date. This is for information to Railtel.	This is part of MSDCP scope in line with the RFP conditions.
138	Chapter 3 - Scope of Work	69	4.3 (Empanelment)	Meity Empanelment CSP	In case the contracting entity is Railtel for the Managed Services for any other customer, in that case will this be mandatory requirement for the bidder to get empaneled.	MSDCP shall be required to maintain system & process as per the MEITY guidelines / rules / requirement issued from time to time. For process of empanelment with METIY shall be taken up by RailTel in its own name. The cost of this empanelment will be borne will the MSDCP
139	7.3.2 Power Infrastructure Clarity	71	B	Electricity- The bidder will directly take the required electricity load from relevant Electricity Authority (ies).	To ensure sufficient and reliable power supply, please confirm the following through UPPCL: - The two closest substations that can provide power to the data center site. - The specifications of each substation (33KV, 66KV, 220KV) to determine the most suitable source. - The total distance in kilometres from each substation to the potential data center site.	No formal assessment taken up by RailTel. However, the same have been discussed and it has been informed that the distance is of approx. 8-10 KM the nearest two 33kv substation and overhead/underground cable shall be provided by the power utility. However, the scope is with the MSDCP and actual feasibility study and implementation has to be done by MSDCP at its own cost.
140	Chapter 3 - Scope of Work	72	Clause 7.3, Point 3	Managed Services "Managed Services" shall include services like Cloud, hosting, IT Security services, Network services or any such related services which are provided using any IT hardware/software infrastructure implemented in the DC.	Please confirm that Railtel will provide all Hardware (inc warranty) and Software tools including Licenses to provide managed services. Bidder is only to support with the Monitoring activity with Manpower L2/L3/L4 support. Hardware doesn't mean here MEP hardware to support DC Infra which shall be Bidder responsibility	This is part of MSDCP scope in line with the RFP conditions.
141	7.4	72		Warranty	Please Clarify on Warranty Period to be considered for Idata Center Infrastrcture Components	This is part of MSDCP scope in line with the RFP conditions.
142	RFP	72	7.4 (4)	The BIDDER warrants that the goods supplied under this Contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type.	Request to kindly specify the grade and quality so that the goods may be procured accordingly.	This is part of MSDCP scope in line with the RFP conditions.
143	RFP	72	7.4 (7)	If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, RailTel may proceed to take such remedial action as may be necessary, at the Bidder risk and expense and without prejudice to any other rights which RailTel may have against the Bidder under the Contract.	Request to kindly define the timeline.	As per RFP conditions
144	7.4 Warranty	73	9	Bidder shall provide 24x7 support with 4 hours response time and 48 hours of resolution time from the date and time of reporting of an error, during the warranty and extended warranty period. The defective components should be repaired/replaced within 48 hours at the location of installation of the said item free of cost	Is this applicable for all priorities?	As per RFP conditions
145	RFP	73	7.4 (8)	Bidder shall replace the said equipment, systems or portions thereof within a period of 48 hours. In such event the remaining warranty period shall apply to the equipment, systems or portions thereof so replaced from the date of replacement.	48 hours is too less a period. Request for 15 days atleast.	As per RFP conditions
146	7.4	74	22	Warranty	1. Costs incurred, at actual to be included in Warranty. 2. Exception to the warranty, and a few other clauses as per the track changes in RFP to be included.	As per RFP conditions

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147	RFP	74	7.4(14)	BIDDER shall replace the defective equipment, systems or portions thereof at the exact location or place of installation of the said item free of cost.	Request to kindly delete since it is a repetition. Same is mentioned in no 7.4(10).	DELETED. Please refer Corrigendum-3
148	Chapter 3 - Scope of Work	80	Clause 7.6, Point : 2.6, 2.8	7.6 (2.2) - All the assets of the DC, which are not in name of RailTel, will be transferred in name of RailTel (including but not limited to Passive and Active components, software, hardware, IPR, trademarks etc). The MSDCP will do full knowledge transfer to RailTel DC team in the transition period. The Bidder will provide the RailTel with a complete and up to date list of the Assets to be transferred to the RailTel/RailTel appointed agency within 30 days of start of Exit Management Period. 7.6 (2.8)- All solutions provided by successful bidder under the scope of this RFP should be MSDCP agnostic to avoid any complication/interoperability issues during the asset transfer/hand over at time of exit/contract termination. No proprietary service is to used/implement by the MSDCP. Any customization/ tools/ effort required for smooth transfer of assets arising out of interoperability issue will be borne by the MSDCP.	Proprietary IP of the Bidder should continue to remain with the Bidder. Depending on the legal agreement between the Bidder and Railtel, the Parties on best effort basis could explore the possibility of licensing of any such IP, if possible. Please confirm.	As per RFP conditions
149	7.6 Exit Management	80	-	Unclear process for Security Deposit refund (e.g., with electricity department)	We request confirmation that any deposits paid by MSDCP to RailTel or on behalf of RailTel will be refunded to MSDCP by RailTel upon the closure or termination of the contract.	Please refer Corrigendum-3
150	8	80	Chapter 4	SLA	As Entire DC will be managed by MSDCP , We will adhere SLA as per Customer requirement , Please clarify the availability SLA points given in the Tender. How RailTel will charge Penalty to MSDCP.	As per RFP conditions. Please refer to Chapter-8- SLA of the RFP and other associated/relevant clauses
151	7.6 Extension of Contract and Exit Management	80	2.2	2.2. All the assets of the DC, which are not in name of RailTel, will be transferred in name of RailTel (including but not limited to Passive and Active components, software, hardware, IPR, trademarks etc). The MSDCP will do full knowledge transfer to RailTel DC team in the transition period. The Bidder will provide the RailTel with a complete and up to date list of the Assets to be transferred to the RailTel/RailTel appointed agency within 30 days of start of Exit Management Period	Transfer of Assets at contract termination or expiry to Bidder at fair market valuation	As per RFP conditions
152	RFP	80	Extension of Contract and Exit Management 7.6 (2.2)	All the assets of the DC, which are not in name of RailTel, will be transferred in name of RailTel (including but not limited to Passive and Active components, software, hardware, IPR, trademarks etc). The MSDCP will do full knowledge transfer to RailTel DC team in the transition period. The Bidder will provide the RailTel with a complete and up to date list of the Assets to be transferred to the RailTel/RailTel appointed agency within 30 days of start of Exit Management Period.	Request for deletion of this Clause.	No change
153	RFP	80	Extension of Contract and Exit Management 7.6 (5)	During contract end, MSDCP shall indemnify losses completely, if any, to the customers and shall meet all the obligations towards Customers, Third Party Service providers, OEMs etc. in the transition period and before handing over the infrastructure and clients to RailTel OR the replacing MSDCP appointed by RailTel.	Request for deletion of this Clause.	No change

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S.No.	Section No	Page No	Point No	Content of RFP requiring Clarification	Points of clarification required	Response to Queries
154	8	82	8	<p>Confidential Information, Security and Data- The outgoing MSDCP will promptly on the commencement of the exit management period, supply to RailTel or its nominated agencies the following:</p> <p>8.1. Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project;</p> <p>8.2. Project data as is required for purposes of the Project or for transitioning of the services to its RailTel OR Replacing Successful Bidder in a readily available format.</p> <p>8.3. All other information (including but not limited to documents, records, and agreements) relating to the services to enable RailTel and its nominated agencies, or its Replacing bidder to carry out due diligence in order to transition of the Services to RailTel or its nominated agencies, or its Replacing Bidder (as the case may be).</p> <p>8.4. Before the expiry of the exit management period, the Bidder shall deliver to the Department all new or updated materials from the categories set out above and shall not retain any copies thereof</p>	<p>This is a unilateral confidentiality clause. We propose to add the following standard mutual clause:</p> <p>The following shall be deemed "Confidential Information" for purposes of this Section 9: (i) the provisions of this Agreement; and (ii) all information provided to a Party (the "Receiving Party") by the other Party (the "Disclosing Party") under, or in the course of performing under, this Agreement where such information is marked or reasonably identified or identifiable as confidential or proprietary, including without limitation technical, operational, marketing, billing, pricing and commercial information in relation to the supply of Services.</p> <p>Notwithstanding the foregoing, Confidential Information shall not include information that: (i) is independently developed by the Receiving Party; or (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Section 9 (provided that the burden of establishing the availability of the foregoing exceptions shall be on the Receiving Party).</p> <p>Confidential Information shall remain the property of the Disclosing Party. Each Receiving Party shall maintain the confidentiality of the Confidential Information of the Disclosing Party (and each Party shall maintain the confidentiality of this Agreement) using at least the same degree of care as it employs in maintaining as secret its own trade secret, proprietary and confidential information but in any event always at least a reasonable degree of care. A Receiving Party must not disclose the Disclosing Party's Confidential Information to any person except: (i) to its employees (which for Service Provider includes its Affiliates' and its Third Party Service Providers' employees) on a 'need-to-know' basis provided those persons first agree to observe the confidentiality of the information; (ii) to legal and financial advisers; (iii) with the other party's prior written consent; or (iv) if required by law, any stock exchange, or any governmental authority.</p> <p>Personal Information. The Customer expressly consents that the Service Provider may use, process and transfer Personal Information, including transfers between Affiliates and transfers between countries, for the provision of Services, account administration, customer service and technical support, billing and reconciliation, operational maintenance and support, fraud detection and prevention, as required by law or regulation in the Service Provider's reasonable interpretation, and to communicate with Customer.</p> <p>Publicity. Neither Party shall issue any public statement or any press release relating to the relationship between the Service Provider and the Customer except as required by law or agreed in writing between the Parties. Neither Party shall have the right to use the other Party's or its Affiliates' trademarks, logos, trade dress, service marks, trade names or service names in any manner, or to refer to the other Party by name or identifiable description in any marketing, promotional or advertising materials or activities, without the written consent of the other Party. Notwithstanding the foregoing, the Service Provider may provide to any of its other customers or potential customers who are bound by a nondisclosure agreement access to a list of the Service Provider's customers (including the name of the Customer) and a generic description of the services purchased by such customers (provided that financial terms relating to the purchase shall not be disclosed).</p>	No change
155	Chapter 4 - Service Level Agreement	85		SLA defined for the Section	The SLA defined in the section for the Operation/Incident/Solution of services will be only applicable to the setup committed by Railtel and that Bidder is free to agree on the SLA at his own discretion to any other prospective customer for the DC space. Please confirm	As per RFP conditions

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156	8	85	Service Level Agreement	Entire clause on Service Level Agreement	<p>9.Service Level Guarantee</p> <p>9.1 Power Supply Availability. Service Provider shall guarantee the availability of the electrical power supply ("Power Supply Availability") in the Colocation Space as set out below.</p> <p>a)Power System: The Power Supply Availability shall be determined by flow of electricity on both the duty and standby sub-feed breakers supplied to Customer by Service Provider serving the Colocation Space. The Customer will only be entitled to the Power Supply Availability Service Credits if it subscribes to both primary and secondary feeds and have installed the primary and secondary feeds correctly to the Customer Equipment. Power Supply Availability Service Credits set out in Section 4.3 applies only when both primary and secondary feeds fail concurrently. In the event of an outage, Service Provider shall immediately take steps to identify the cause including external causes and take such steps as are necessary to activate auxiliary power supplies including the generator systems and redundant UPS Systems.</p> <p>b)Power Supply Availability shall be measured by Service Provider's Building Management System ("BMS") or other electrical metering device serving the Colocation Space.</p> <p>9.2 CRAC Availability. Service Provider shall guarantee the availability of the CRAC supply ("CRAC Availability") in the Colocation Space as set out below. The same will be measured in cold aisle by Service Provider's Building Management System ("BMS") or on return air at CRAC unit level as applicable.</p> <p>(a)Average temperature of 70 to 75 degrees Fahrenheit (21 to 24 degrees Celsius) on a daily basis under 100% Customer Equipment load condition; and</p> <p>(b)Average Relative Humidity from 40% to 60%.</p> <p>9.3 Service Credits. If Service Provider fails to maintain the Power Supply Availability and or the CRAC Availability in any whole calendar month of the Term due to the act or omission of Service Provider, then the Customer shall be entitled to receive a credit against the MRC as set below ("Service Credits"). The Service Credits will only be paid in respect of Colocation Space which was affected and only if the MRC has been paid for that month. The Service Credits are set out below:</p> <p style="text-align: center;">Duration of Power Supply or CRAC UnavailabilityService Credit</p> <p style="text-align: center;">Below 5 minutesNo Credit</p> <p style="text-align: center;">Every 5 additional minutes2% of MRC</p> <p style="text-align: center;">25 minutes to 6 hours10% of MRC</p> <p style="text-align: center;">6 hours to 12 hours15% of MRC</p> <p style="text-align: center;">12 hours to 24 hours20% of MRC</p> <p style="text-align: center;">Over 24 hours25% of MRC</p> <p>The Service Credits are aggregated so that if Power Unavailability in any month is 3 minutes and CRAC Unavailability is 4 minutes the total will be 7 minutes so that 2% of MRC shall be paid. The aggregated Service Credits claimed in any calendar month shall not exceed the amount equal to one-quarter of the MRC for the affected Colocation Space.</p> <p>In order to qualify for Service Credits, Customer must notify Service Provider of any event giving rise to a Customer's entitlement to a Service Credit within five (5) days of such event so that Service Provider can open a trouble ticket regarding said event. Customer must provide Service Provider with a written request for a credit due hereunder within thirty (30) days of the applicable event giving rise to the credit. Failure to do so will void Customer's eligibility for any credit for such event(s).</p> <p>If Customer is entitled to receive credits on more than one guarantee as set forth herein due to the same service-affecting incident, Customer will only receive the largest possible credit that it would otherwise be entitled to receive under a single guaranteed criterion.</p>	As per RFP conditions

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					<p>Credits will generally be reflected on the second invoice following the billing month in which the Service-affecting event occurs. The credits provided in this Service Schedule are Customer's sole and exclusive remedies for all matters related to the Service Level Guarantee .</p> <p>Any credits accrued but remaining unused after termination of the applicable Service may only be applied to charges accruing to the affected Service or new purchases of Service Provider Services. All unused credits will expire the later of twelve months after their accrual or upon the expiration or termination of the last Customer Order Form with Service Provider. Termination of a Customer Order Form, the GTC or MSA due to Customer's non-payment or other breach will immediately void all accrued, but unused credits.</p> <p>9.4 Exclusions. The following outages shall be deemed to be excused outages for the purpose of calculating the Power Supply Availability or CRAC Availability:                      a)anything which is not due solely to the fault or negligence of Service Provider or its employee(s), agent(s), contractor(s); or                      b)anything which arises as a result of any decrease of availability or unavailability of the Power Supply or CRAC which is due to (i) inherent defect(s) in the design of any part of the Power Supply or CRAC where such design was specified by the Customer or (ii) inherent defect(s) in the design of any part of any system(s) of the Customer (including but not limited to the Customer's own Power Supply and CRAC); or                      c)anything caused by a Force Majeure Event; or                      d)any misuse of the Power Supply or CRAC by the Customer or its employees, servants, agents, contractors or customers;                      e)any Planned Maintenance or Emergency Maintenance; or                      f)any restrictions imposed on Service Provider by the Customer, which prevent or delay the performance of Service Provider's obligations including but not limited to restrictions on the Service Provider's right of access to the Colocation Space resulting in Service Provider's failure to perform necessary maintenance or emergency work in time.</p> <p>The Service Provider's sole liability and the Customer's sole remedy for damages or liabilities resulting in connection of failure to maintain the agreed service levels as set forth in the Service Schedule (including but not limited to those arising due to mistakes, omissions, interruptions, delays, errors or other defects) is limited to any applicable service credits as agreed in the Service Schedule.</p>	
157	8	85		DR Services	RPO and RTO can be defined on for Application on various parameters such as Application Landscape, file types for replication, volume of the data, Internet connectivity.	As per RFP conditions
158	Chapter-4: Service Level Agreement	85	All Sections	Penalties	Overall Capping of penalties across 1. Implementation SLAs 2. Operational SLAs 3. Incident Management SLAs 4. Solution SLA to 0.5% of total payout for the year.	As per RFP conditions
159	8	86		SLA	As its Rated 3 or TIER III Data Center hence Uptime will be as per 99.982% , SLA to be aligned as per this. Also SLA will be Joint Responsibility of RailTel and DC Provider	As per RFP conditions
160	RFP	91	Chapter 4- Service Level Agreement- Last Paragraph	For Operational and Incident Management SLA- A penalty @ 10% of total pay-out in previous quarter to RailTel for will be levied to the bidder. To decide the same, the Steering Committee will submit a report to RailTel on which the decision on the penalty will be given. In all such cases, the RailTel decision will be final and binding on both the parties.	Request for deletion of this Clause.	No change

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161	9.1 Governance	93		For project management, RailTel may appoint a third party for monitoring the implementation of the project during the implementation phase. The project management team will take care of implementation deliverables, completion of project milestones and reviewing quality of the implementation.	We propose RailTel to cover the cost of any third-party monitoring agency they choose to hire.	This is under RailTel's scope
162	Chapter 6	97	Clause 10, Point b(i)	The MSDCP shall pay RailTel: i. BW (MPLS+IBW) charges- Payable on Quarterly advance basis (applicable from DOC- date of commission of BW by RailTel) The revenue share will be paid on monthly basis i.e. within 10 days of end of the relevant monthly period through Project Account mechanism. The BW charges will be taken on quarterly advance basis	Please share MPLS and Internet Bandwidth planned to offer from this site and how will be charges for same be arrived for any adjustment. What primary network will be made available at site by Railtel. We would seek clarity as to when will this get applied.	Please refer Corrigendum-3
163	10.0 Commercial Terms	97	f	All the orders will be in name of 'RailTel Corporation of India Ltd' only and the payments has to be made online by the DC customers. All such payments would be collected in the aforementioned project account. Within 5 days of end of each month, the MSDCP shall raise invoice for his part of revenue share to RailTel basis which the amount will be released in 10 days of end of the relevant monthly period.	We Propose a more Flexible Invoicing Process: 1) Terms of Project account should be mutually decided and an automatic mandate is to be assigned to the project account for disbursal of the agreed revenue share amount. 2) 95% of the total MSDCP's due revenue to be automatically remitted within 3 days of receiving payment from the each end customer and the rest 5% of the total within 7 days.	As per RFP conditions
164	10.0 BW (MPLS+IBW) charges-	97	b	BW (MPLS+IBW) charges- Payable on Quarterly advance basis (applicable from DOC- date of commission of BW by RailTel)	We propose monthly bandwidth billing based on actual consumption for the MSDCP services. Please confirm.	Please refer Corrigendum-3
165	10.0 BW (MPLS+IBW) charges-	97	b	BW (MPLS+IBW) charges- Payable on Quarterly advance basis (applicable from DOC- date of commission of BW by RailTel)	In order to gain a competitive advantage in the market, we request the most competitive bandwidth cost available at that time compared to other options for MSDCP.	Please refer Corrigendum-3
166	10	97	D	The payment of penalties on breach of SLA's will be in addition to the original payout to RailTel which based on commercial terms as defined in this section as above	It is understood that if DC client (end user) deducts some revenue as penalty, then railtel share will drop proportionately. Please confirm.	As per RFP conditions
167	Chapter-6: Commercial Terms	97	10b	BW (MPLS+IBW) charges- Payable on Quarterly advance basis (applicable from DOC- date of commission of BW by RailTel)	Request to change Payment to quarterly in Arrears	Please refer Corrigendum-3
168	Chapter-6: Commercial Terms	97	a)	a. In this RFP, the term 'Gross Revenue(s)/Revenue(s)' shall mean total revenues (Total Purchase Order value from DC services rendered to customers). RailTel shall pay to MSDCP the cost of Managed Data Centre services out of the amount in relevant Project account after deducting its revenue share plus GST thereon.	Pls exclude power revenue from Gross revenue as it shall be pass through to Customers	Please refer Corrigendum-3
169	14.1	114	(3) Technical Capability- Project Experience (any consortium partners)	Bidder must have successfully completed or substantially completed* at least the following: Establishing/Creation/Development and/or Operation and/or Maintenance of Data Centre for any customer or Self of the following size during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:	For establishment / creation / Development, is Data Centre designing or consulting counted as qualifying experience?	As per RFP conditions
170	Chapter 10 - Evaluation Process	115	14.1.4 (Non-Blacklisting)	None of the consortium partner/single bidder should be currently blacklisted by any of the PSUs/state or central ministries/Regulatory body/Government bodies	Template of Affidavit is not Enclosed, please share.	Please refer Corrigendum-3

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171	Chapter 10 - Evaluation Process	115	14.2	<p>The Bidder has to quote the Additional Revenue share to RailTel (in %) over and above the Fixed Revenue share (%)—excluding applicable taxes over and above the Fixed Revenue share.</p> <p>Revenue share for RailTel shall be:</p> <ul style="list-style-type: none"> <li>• 8% for rack colocation services</li> <li>• 10% for managed services</li> </ul>	<p>We propose instead of Revenue sharing model, we can work on recurring charges towards 10 MW IT to Railtel against the Railtel Owned Land</p>	No change
172	15	123	15.5 Non Fulfillment of Contract	<p>In this project occurrence of following would constitute an event of default:</p> <ol style="list-style-type: none"> <li>1.1. Should the MSDCP misses the implementation milestones as per RFP/or as per RailTel approved extended timelines by more than 25 percent due to delays solely attributable to MSDCP,</li> <li>1.2. Should the MSDCP fails to make the annual payments on timelines as defined in this RFP/or as approved by RailTel for one quarter.</li> <li>1.3. If the MSDCP, at any time fails to perform or breaches any material covenant or conditions contained in this RFP.</li> <li>1.4. Any representations made or warranty given by MSDCP is found to be false or misleading.</li> <li>1.5. if insolvency or bankruptcy proceedings are initiated against the MSDCP or a provisional liquidator, receiver or manager of the MSDCP is duly appointed and such petition or order is not withdrawn within 60 (sixty) days</li> <li>1.6. Failure to deposit PBG as per timelines mentioned in clause 15.41</li> </ol> <p>In the event of occurrence of defaults as mentioned above, RailTel at its own discretion may decide to give another thirty to sixty days' notice (to be decided by steering committee) in writing to the MSDCP</p> <p>requiring him to make good the neglect or contravention complained of and to bring the project back on its estimated timelines of project plan as approved by RailTel.</p> <ol style="list-style-type: none"> <li>2.1. In the event of MSDCP failing to rectify its default even after the expiry of above mentioned notice period, it shall be lawful for RailTel to terminate the existing contract with MSDCP duly forfeiting the PBG and to take the work wholly or in part out of the MSDCP hands without any further reference and get the work or any part thereof, as the case may be, completed by other agencies without prejudice to any other right or remedy of RailTel.</li> <li>3. The work of implementation &amp; commissioning of DC shall be treated as sufficiently completed when the Provisional Acceptance Certificate (PAC)/Go-Live certificate have been issued for the work under consideration</li> </ol>	<p>The events of default as currently stated in the RFP document are broad in nature. We recommend that the events of default be limited in nature as an event of default would result into termination of the Agreement. We have provided language to that effect that is two-fold in nature. First is that it seeks to limit the instances that qualify as an event of default. Secondly, the right to terminate due to an occurrence of an event of default is mutual in nature.</p> <p>Either Party (the "Non-Defaulting Party") may terminate a COF upon written notice of termination to the other Party ("Defaulting Party") if (i) the Defaulting Party breaches a material provision of this Agreement or the applicable COF and the Defaulting Party fails to cure such breach within thirty (30) days after receipt of written notice of breach from the Non-Defaulting Party; or (ii) any bankruptcy, insolvency, administration, liquidation, receivership or winding up proceeding is commenced in respect of the Defaulting Party</p>	No change
173	RFP	123	15.4(3) Right to terminate the process	<p>This RFP does not constitute an offer by RailTel. The bidder's participation in this process may result in RailTel selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.</p>	<p>Request deletion of termination for convenience.</p>	No change
174	15.7	125	2.10	<p>fraudulent and corrupt practices</p>	<p>Addition at the end of point 2: Any determination under this Clause shall be made by the Authority after following principles of natural justice viz. providing the Bidder a reasonable notice and an opportunity of being heard.</p>	As per RFP conditions

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175	15	125	15.7 Fraudulent and Corrupt Practices	<p>The Bidders/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, RailTel shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or unfair trade practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, RailTel shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security/EMD or Performance Security/PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to RailTel for, inter alia, time, cost and effort of the RailTel, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal</p> <p>Without prejudice to the rights of the RailTel under Clause above and the rights and remedies which the RailTel may have under the LOA or the Agreement or under any applicable law, if an Bidder/Successful bidder, is found by the Authority (RailTel) to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or tender issued by the RailTel during a period of 3 (three) years from the date such Bidder is found by RailTel to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.</p>	<p>The obligation to adhere to anti-corruption, anti-bribery laws should be mutual in nature. We have proposed language to that effect:</p> <p>Anti-Corruption. Each Party represents that it has complied and shall comply with all applicable anti-bribery laws and regulations to the extent applicable, and has not taken and shall not take any action in furtherance of an unlawful offer, promise, or payment to or for the benefit of any person, including but not limited to (i) any government official or employee (including, without limitation, any official or employee of a government agency, regulatory authority or entity owned or controlled by the government), any candidate for public office or official of a political party, or any official or employee of a public international organization (any of the foregoing, a "Government Official"); (ii) any member of a Government Official's family; or (iii) any political party.</p>	As per RFP conditions
176	Chapter 11 - General conditions of Contract	127	15.9	<p>Railtel may terminate the contract if the Bidder</p> <p>(i)Becomes bankrupt or insolvent</p> <p>(ii)makes an arrangement with or assignment in favor of his creditors, or agree to carry out the contract under a committee of inspection of his creditors</p> <p>(iii)being a Company or Corporation, goes into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction), or</p> <p>(iv)assigns the contract or any part thereof otherwise than as provided in Terms &amp; Conditions, or</p> <p>(v)abandons the contract, or</p> <p>(vi)fails to supply material and/or carry out the works as per contractual terms</p> <p>(vii)Any breach of SLA leading to penalty of over 10%.</p> <p>(viii)promises offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of RailTel or any person on his or on their behalf in relation to the execution of this or any other contract with the RailTel</p> <p>(ix)Any fraudulent leak of DC revenues</p> <p>(x)Commits any event of default as mentioned in Clause 15.5.</p> <p>(xi)Failure to achieve financial closure within the stipulated timeline.</p> <p>(xii)Failure to commence and complete the construction as per agreed timelines.</p> <p>Failure to maintain required operational standards, leading to a significant breach of service-level agreements.</p>	<p>(iv)With respect to assignment of contract, assignment in favour of lender(s) should be permitted.</p> <p>The Bidder should also be provided with right to terminate the Contract with Railtel in case Railtel breaches its obligations under the RFP. Such right to terminate should also provide adequate mechanism for compensation to the Bidder in such eventuality.</p>	As per RFP conditions
177	15.9	128		Termination by Purchaser's Default to be added	Text added after Clause 15.9	As per RFP conditions
178	15	129	1.2.6	Termination for Bidder's Default	Addition after 1.2.6- <u>"Notwithstanding the above, Railtel shall be liable for such 'Termination payment' consisting of actual cost of raw materials, labour, overhead and costs related subcontractor to the Bidder, up to the date of termination, and which shall be paid to Bidder by Railtel."</u>	As per RFP conditions
179	15	129	1.2.7	Liquidated Damages	1. the term 'Liquidity Damages' to be replaced by 'Liquidated Damages'. 2. " in addition to forfeiture of Performace Bank Guarantee" to be replaced by <u>"if there is any outstanding amounts after full forfeiture of the performance bank guarantee"</u>	No change

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180	15	129	2.1.1	transfer of assets to Railtel post termination	to include only direct and actual loss, damages, or other costs, incurred by RailTel in this regard which is solely attributable to MSDCP. Similarly all indemnity in this Agreement to be limited to direct and actual losses.	No change
181	Chapter 11 - Terms and Condition	131	3.4.1 (Restricted Use of Building) Policy	It is acknowledged that the data center building cannot be liquidated or repurposed for any use other than as a data center, in compliance with the land use agreement and regulatory approvals. RailTel shall retain ownership of the building and explore alternative options to maximize its use and value within the permitted scope.	Land is allotted under UP State Industrial Policy which has limitation of Open area, FAR, DG stacking, Parking etc. To extract maximum Plot IT potential, we'll have to apply for change of Land Use with Noida Authority under UPDC Policy. Request Support from RailTel take this up with Noida Authority as the land lease will be with Railtel	As per RFP conditions
182	15.17	134	1.00	Indemnity for non compliance of Labour Law	Indemnity to be limited to direct and actual losses arising out of non- compliance of the labour laws.	No change
183	15.20 Water & Power	138	-	Arrangement of water and electric power required by the contractor for the works shall be made by him at own cost. RailTel will however recommend to the State Electricity board for giving the connection and power to the contractor. However, RailTel will bear no responsibility in this respect.	Given the regulated nature of water and power, It is suggested that RailTel commits to ensuring its availability for the Data Center.	As per RFP conditions
184	15	139	15.24 Time is of Essence	15.24 Time is of Essence Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by the successful Bidder/MSDCP by the specified completion date.	In clauses where 'time is of the essence', failure to perform an obligation in the time specified by the clause will put the defaulting party in breach of contract and entitles the innocent party to terminate the contract and claim damages. Any minor delay would also trigger the enforceability of this clause. We recommend that this clause be deleted.  Sales to review and provide inputs	No change
185	RFP	140	15.27	Force Majeure	Request to add/amend definition of Force Majeure by adding "or any other circumstance beyond the reasonable control of the Bidder which adversely impacts the Bidder's ability to perform its obligations under the Contract / Agreement."	No change
186	15.27	141	11.00	Force Majeure	Force Majeure termination payment provision added.	No change
187	15.28	141	2.00	Arbitration	1. Jurisdiction of court to be subject to Arbitration as mentioned in sub clause 1. 2. Three arbitrators in place of sole arbitrator to rule out delay for non agreement of parties on sole arbitrator.	No change
188	Chapter 11 - General conditions of Contract	141	Clause 15.27, Point : 12	Force Majeure (FM) Bidder is required to replace all the damaged assets of successful bidder/MSDCP at its own cost and effort	Since this is FM situation, the cost to replace damaged assets should be borne by the Parties equally. Please confirm	No change
189	15.28	142	3 and 7	Arbitration	Deletion of Clauses 3 and 7	No change
190	15.30 Indemnification	143	1	1.1. Any misstatement or any breach of any representation or warranty made by the MSDCP or 1.2. The failure by the MSDCP to fulfil any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the MSDCP.	In the spirit of mutual protection, we propose making indemnification under Clauses 1.1 and 1.2 reciprocal between MSDCP and RailTel.	As per RFP conditions

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S.No.	Section No	Page No	Point No	Content of RFP requiring Clarification	Points of clarification required	Response to Queries
191	15.33 RailTel IP	144		The IP rights of the solution/product and standard material should remain vested in the owner of such rights (i.e. RailTel). The successful bidder/ MSDCP would acquire non-exclusive and paid up license to use the solution / products and standard material at its own cost.	The IP in original plans to remain vested in MSDCP, if Railtel wishes to use the IP then MSDCP to give exclusive, non-transferrable and revocable license to use for the project. In case of third party IPs, RailTel to seek license on its own with respective third parties.	No change
192	15.33	144	15.33 Intellectual Property Rights	The IP rights of the solution/product and standard material should remain vested in the owner of such rights (i.e. RailTel). The successful bidder/MSDCP would acquire non-exclusive and paid up license to use the solution / products and standard material at its own cost.	The current clause in the RFP document on IPR does not mention about STT GDCl's IPR. We have proposed language to that effect:  Intellectual Property. The Customer is and shall remain exclusively entitled to all rights and interests in and to all Customer Technology, and the Service Provider is and shall remain exclusively entitled to all rights and interests in and to all Service Provider Technology. Neither Party shall, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the other Party's technology. License. Ownership of any and all intellectual property rights in any equipment, operating manuals and associated documentation, made available as part of any Service or otherwise generated by or for Service Provider in connection with this Agreement, shall remain the property of Service Provider or its licensors. Facilities. Title to all Facilities shall at all times remain with the Service Provider and its lessor/licensor (as may be applicable). The Service Provider will provide and strive to maintain the Facilities in good working order. The Customer shall not take any action that causes or permits the imposition or maintenance of any lien or encumbrance on the Facilities. In no event will the Service Provider be liable to the Customer or any other person for interruption of service or for any other loss, cost or damage caused or related to improper use or maintenance of the Facilities by the Customer or third parties provided access to the Facilities by the Customer.	No change
193	15.34	145	15.34 Subletting of Work	1.The Single Bidder/lead Bidder (in case of consortium)/JV shall be responsible and shall ensure the proper performance of the sub-contractors (if any) and shall be liable for any non-performance or breach by such service providers/sub-contractors. The Single Bidder/lead Bidder (in case of consortium) indemnifies and shall keep indemnified Purchaser/RailTel against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such service providers/sub-contractors. The Single Bidder/Lead Bidder(in case of consortium) /JV shall be responsible for making all payments to the sub-contractors as may be necessary, in respect of any services performed or task executed, and the Purchaser shall not be responsible for any part or full payment which is due to such service providers. Nothing in this Contract or any agreement hereunder shall relieve the Single Bidder/Lead Bidder (in case of consortium) /JV from its liabilities or obligations under this Contract to provide the services in accordance with this Contract. The Purchaser reserves the right to hold the Single Bidder/Lead Bidder (in case of consortium) /JV liable for any act/omission of subcontractors. The Single Bidder/Lead Bidder (in case of consortium) /JV shall ensure that the Sub-Contractor appointed is competent, professional and possesses the requisite qualifications and experience appropriate to the tasks they will perform	As a part of colo services, we do engage third party providers. Therefore, we request the right to hire vendors (subcontractors) for this scope. At all times, STTGDCI shall remain responsible for the acts or omissions of its vendors. Therefore, the indemnity provision in this clause 15.34 should be deleted.	No change
194	Section 15 Chapter-11: General Conditions of Contract	146	15.41	PBG amount- Rs 10 Cr	Request PBG amount to be reduced	No change
195	15.41 Penal Interest	147	b	A penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LoA.	We believe a more reasonable penal interest rate could be negotiated for delays beyond 30 days.	No change

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S.No.	Section No	Page No	Point No	Content of RFP requiring Clarification	Points of clarification required	Response to Queries
196	Chapter 11 - General Conditions of Contract	148	15.42	<p>"FINANCIAL CLOSURE" or "PROJECT FINANCING ARRANGEMENTS" means arrangement of necessary funds by the MSDCP either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance the project.</p> <p>Within 60 days from the date of issue of LOA, the MSDCP shall report tie-up of Financing Arrangements for the Project. In this regard the MSDCP shall submit a certificate from all financing agencies regarding the tie-up for a minimum amount equal to the Net Worth specified in the eligibility criteria in this RFP.</p> <p>The MSDCP will have to submit the required documents to RailTel within 60 days from the issue of LOA.</p>	<p>In case of external debt to raise the fund, we need to provide security against the project. Given that:  The Land is in name of Railtel and is also a leasehold land;  The statutory approvals will all be in name of railtel;  Customer acquisition in name of Railtel implying that contracting party will be Railtel (Refer Clause 20 of Corrigendum 5) and  All receivables from customers shall be deposited in project account which shall be in name of Railtel (Refer Clause 20 of Corrigendum 5)  Since the rights in the underlying asset of the Project (i.e. the Land) shall be in the name of RailTel, we request clarity from Railtel on what support shall Railtel provide to the Bidder in securing any such external funding, including providing of Land as security.  OR  We request Railtel to transfer the land lease right to successful bidder.  We also request to increase the timeline to raise the fund to 180 Days.</p>	No change
197	16.1	151	7.00	Commerical Bid Format	Price Escalation clause added for change in price owing to reasons beyond control of the Bidder.	No change
198	16.12 Commercial Evaluation Process	151	-	Fixed revenue share for RailTel (8% for colocation & 10% for managed services)	Considering the significant upfront investment required, we propose deferring the activation of RailTel's revenue share by 1 year, after the full 10 MW commissioning is completed.	As per RFP conditions
199	16.6	161	5	Part B- Bid Undertaking Letter	Time period for return of confidential information to be increased to 15 days from 2 days.	No change
200	16.18	175		MAF	Please share List of Approved Makes if any	This is part of MSDCP scope in line with the RFP conditions.
201	16.17	183	16.17 Annexure 17: Past Experience Form	Past Experience Form	Request you to allow data centre providers to submit self declaration from their end considering they have Non Disclosure Agreement signed with their end customer. Hence they can't share the information.	Please refer Corrigendum-3
202	Annexure 18	184	Clause 16.18	OEM's Undertaking on letterhead for MAF, PROVEN FACILITY, BLACKLISTING, MALICIOUS CODE, IPR & RESTRICTION ON COMPANIES FROM LAND BORDER SHARING COUNTRIES WITH INDIA	We request Railtel to exclude the undertaking required as Bidder will be responsible for all the development and operation of the Data Center.	No change
203	Annexure 20	188	Clause 16.20	Technical Bill of Material	Is this required to be submitted with the RFP deadline. We request to submit this at later stage once the RFP is awarded.	No change
204	RFP	213	Form 19 NDA- Clause 2	Exceptions to Confidentiality	Request inclusion of any information required to be disclosed under any applicable law.	No change
205	RFP	214	Form 19 NDA- Clause 7	Clause 7	Request to kindly define Purchaser	As per RFP conditions
206	16.26	215	7	Return of confidential information	Notwithstanding what is mentioned in Clause 6 and 7 above, the Bidder may retain copies of the Confidential information only as necessary for compliance with legal, regulatory, or audit obligations or within computer backup, archiving, or disaster recovery systems.	As per RFP conditions
207	16.26	215	After Clause 8	Form 19- Non Disclosure Agreement Addition of Important Clause	Addition of Arbitration as Dispute Resolution Clause, Limitation of Liability and Severability Clause	As per RFP conditions
208	16.27	221	1	Format of Performance Bank Guarantee: 'the loss or damage caused to or suffered by Railtel for which the Guarantee has been given	Such loss and damage should be limited to direct and actual loss and damage. Thus it should read as "...Against any <u>direct and actual</u> loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach ..."	No change
209	Annexure 30	221		Annexure 30-Ground Coverage and FAR	There is a conflict regarding the FAR policy for data centers under the UP Data Center norms versus the FAR details mentioned in the RFP document. Kindly clarify whether the FAR should be followed as per the UP Data Center Policy 2021 or the one mentioned in the RFP document.	RFP is clear on such requirements.

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S.No.	Section No	Page No	Point No	Content of RFP requiring Clarification	Points of clarification required	Response to Queries
210	16.27	222	6	Format of Performance Bank Guarantee: Variance of the terms of the Agreement	To add the Underlined portion- "...RailTel against the said contractor(s) by their consent, and when not possible, at least by intimation to the Contractor ..."	No change
211	15	140 to 142	15.2 Force Majeure	<p>In the event of a Force Majeure, the affected party will be excused from the performance during the existence of the force majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than one hundred and eighty (180) days from the date of the notice stated above, the party injured by the inability of the other party to perform shall have the right, upon written notice of sixty (60) days to other party, to terminate the services. Neither party shall be liable for any breach, claims and damages against the other, in respect of non-performance as a result of Force Majeure leading to such termination.</p> <p>12. The successful bidder/MSDCP shall take all reasonable measures to minimize the consequences of any event of Force Majeure. The bidder, in case of any force majeure event, shall replace all the damaged assets of successful bidder/MSDCP at its own cost and effort.</p> <p>13. An event of Force Majeure shall to the extent possible be remedied with all reasonable efforts and performance of affected duties and obligations shall be resumed as early as possible. The duties and obligations which cannot be performed or carried out because of force majeure event shall be suspended across the force majeure period.</p> <p>14. For the avoidance of doubt, it is expressly clarified that the failure on part of the MSDCP under this Agreement or his obligation as per the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or his obligation as per SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, successful Bidder/MSDCP will be solely responsible to complete the risk assessment and ensure implementation of adequate security safeguards, hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable)</p>	<p>The definition of Force Majeure currently appears to be broad. Further, while neither party shall be liable for any performance that is prevented due to a force majeure event, RailTel's payment obligations occurring upto the date of a bona fide force majeure event must be excluded from this clause. Lastly, service credits shall not be extended during a force majeure event. We have proposed language to that effect:</p> <p>Except for the Customer's payment obligations accruing under this Agreement up to the date of a bona fide Force Majeure Event, neither Party shall be liable, nor shall any credit allowance or other remedy be extended, for any performance that is prevented or hindered due to a Force Majeure Event. If during the Service Term, Service Provider is unable to provide Services for a period over sixty (60) consecutive days due to a Force Majeure Event, then either Party may terminate the affected COF(s) upon written notice to the other Party, and both Parties shall be released from liability under that particular COF(s).</p> <p>"Force Majeure Event" is any cause beyond a Party's reasonable control, including, without limitation, any act of war, act of God or nature, earthquake, hurricanes, tornados, flood, fire or other similar casualty, embargo, riot, terrorism, sabotage, strike or labor difficulty, governmental act, law or regulatory body (including without limitation, the delay or absence of grant of licenses, permits or approvals), insurrections, terrorism, epidemic, pandemic, quarantine, inability to procure materials or services or transportation facilities, failure of power, court order, condemnation, failure of the internet, failure of a supplier or service provider or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.</p>	No change

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S.No.	Section No	Page No	Point No	Content of RFP requiring Clarification	Points of clarification required	Response to Queries
212	15	141 - 142	15.28 Settlement of Disputes	<p>15.28 Settlement of disputes and arbitration</p> <p>1. This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree to submit to the exclusive jurisdiction of the Courts located in New Delhi, India as regards any claims or matters arising under or in relation to this Agreement.</p> <p>2. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration by a sole arbitrator, in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 read with any statutory amendments/modifications made thereto from time to time.</p> <p>3. For this purpose, RailTel will share to the MSDCP, panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The MSDCP will suggest any 3 names out of the said panel for appointment as sole arbitrator. Thereafter, out of the said three names so suggested by the MSDCP, RailTel shall appoint the sole arbitrator.</p> <p>4. The seat and place of arbitration, with companies incorporated in Indian or anywhere globally, shall be at New Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in New Delhi.</p> <p>5. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English.</p> <p>6. The rights and obligations of the Parties under, or pursuant to, this clause, including the arbitration agreement in this clause, shall be governed by and subject to Indian law.</p> <p>7. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.</p> <p>7.1 Arbitration (Applicable in case of Contracts POs, APOs, Tenders, Eols, etc. between RailTel and Central/State Government (s)/PSUs as the case may be, shall be settled in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Administrative Mechanism for Resolution of Commercial Disputes (AMRCD) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time, and the decision of AMRCD on the said dispute shall be binding on both the parties.</p>	<p>Since arbitration is a cost incurring dispute resolution mechanism, we recommend Courts to be the dispute resolution forum. We have proposed language to that effect:</p> <p>This Agreement and all matters arising out of or in relation thereto shall be governed by and construed in accordance with the laws of India. The Receiving Party hereby agrees to submit to the exclusive jurisdiction of the courts in Delhi, India.</p>	No change

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S.No.	Section No	Page No	Point No	Content of RFP requiring Clarification	Points of clarification required	Response to Queries
213	15.3	143 to 144	15.30 Indemnification	<p>1. The MSDCP agrees to indemnify and hold harmless RailTel and its officers, employees, and agents against any and all losses, claims, damages, liabilities, costs (including reasonable legal attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from</p> <p>1.1. Any misstatement or any breach of any representation or warranty made by the MSDCP or</p> <p>1.2. The failure by the MSDCP to fulfil any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the MSDCP.</p> <p>1.3. Claims by third Parties that any Deliverable (or the access, use or other rights thereto), created MSDCP pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by MSDCP pursuant to this Agreement, or the SLAs, (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "Implementation of Project by itself or through other persons other than MSDCP or its sub-contractors; or (B) Third Parties (i.e., other than MSDCP or sub-contractors) at the direction of RailTel</p> <p>1.4. Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed, or omission by the MSDCP or</p> <p>1.5. Claim filed by a workman or employee engaged by the MSDCP for carrying out work related to this Agreement.</p> <p>1.6. The bidder shall submit the Indemnification Certificate (on non-judicial stamp paper of Rs 100/-) as per format- Annexure-31 of this RFP. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts enough to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred. Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.</p>	<p>Indemnity is a special remedy provided for specific breaches. STT GDCI shall only indemnify RailTel for any claims by third parties (including any governmental authority) as a result of personal injury or death caused by such Party's gross negligence or wilful misconduct. Further, neither party shall be liable for any indirect, consequential, punitive or special damages under the contract. We have proposed a mutual clause to that effect:</p> <p>a) Each Party shall indemnify, defend, and reimburse the other Party from and against any claims by third parties (including any governmental authority) as a result of personal injury or death caused by such Party's gross negligence or wilful misconduct. The Customer shall also indemnify, defend and hold the Service Provider harmless 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 or Facilities of the Service Provider) relating to the Customer's or its End Users' use or misuse of the Services or violation of the Colocation Guidelines.</p> <p>b). Notwithstanding any other provision hereof, 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 wilful misconduct) of its employees or agents, and regardless of whether such Party has been informed of the possibility or likelihood of such damages. Each of the Party shall in no event be liable in an amount that exceeds, in the aggregate for all such direct liabilities or direct loss, the most recent twelve (12) months recurring charges paid for the colocation space paid by the Customer pursuant to the applicable COF giving rise to the liability. 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.</p>	No change
214	DO	61 & 62	3	Precision and Comfort Air conditioning & Temperature and Humidity Control	Modular UPS systems often offer better efficiency because the power modules can be operated at higher load power factors, leading to improved energy utilization	This is part of MSDCP scope in line with the RFP conditions.
215	DO	61 & 62	3	The data center shall be equipped with Backup AC Systems redundancy in case of failure / maintenance.	Please confirm Redundancy Level N+1 or N+2	This is part of MSDCP scope in line with the RFP conditions.
216	DO	61 & 62	3	The data center shall be equipped with Backup AC Systems redundancy in case of failure / maintenance.	Please confirm do we have to consider row level redundancy or POD level?	This is part of MSDCP scope in line with the RFP conditions.

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217	DO	61 & 62	3	In-row cooling for high density racks	Please conform High Density Range can we consider this 5kVA as high redundancy?	This is part of MSDCP scope in line with the RFP conditions.
218	DO	61 & 62	3	Perimeter cooling for low density racks	Perimeter cooling is very old technology for low density Racks also which is estimated to be largest area will impact heavily on building construction cost as load bearing capacity will be doubled in case of Perimeter cooling, also it will reduce the rack space as PAHU are larger in footprint and also we have to consider service are in front and create a complete aisle please confirm if entire IT cooling has to be inRow.	This is part of MSDCP scope in line with the RFP conditions.
219	DO	61 & 62	3	In-row cooling for high density racks	Footprint and efficiency is not defined Please confirm Inrow unit capacity can we consider 300W, 53kW using 6 EC fan with overall airflow of 8.000 m <sup>3</sup> /h and power consumption of 3150 W which can deliver 180844 BTU/h)	This is part of MSDCP scope in line with the RFP conditions.
220	DO	61 & 62	3	Cooling Solution for Entire Area	Noida is having all weather starting from 1 Degree in winters to 50 Degrees in Summers please confirm all IT cooling system inlet water range has to be variable from 10 to 30 Degree Celsius which can be adjusted as per ambient condition.	This is part of MSDCP scope in line with the RFP conditions.
221	DO	61 & 62	3	Cooling Solution for Entire Area	Many Cooling system is going to be placed in DC which can create very high noise during operations please confirm acceptable limits of Noise Level per machine/fan ??	This is part of MSDCP scope in line with the RFP conditions.
222	DO	61 & 62	3	Cooling Solution for Entire Area	Please confirm water thruiput per machine 140Lper /M or 125L/M	This is part of MSDCP scope in line with the RFP conditions.
223	7.6 Extension of Contract and Exit Management	81 /128	4/15.9	In the event of termination being initiated by RailTel, on the account of defaults by MSDCP as defined in section 15.6 & 15.9 of this RFP or in case of exit by MSDCP before contract expiry period: 4.1. The PBG shall be forfeited 4.2. Measures as per the clauses defined in the Consequences of default section(s) and Right of Railtel after termination of contract owing to the default of successful bidder (MSDCP). Section. 4.3. The MSDCP shall be debarred from participating in future DC tenders of RailTel for 3 years period  In case of termination by RailTel, RailTel shall have the right to (i) to forfeit the Performance Bank Guarantee as it may consider fit.	In the event of premature termination of the contract, whether due to cause or at the discretion of Railtel, it is hereby agreed that the MSDCP shall be entitled to appropriate compensation. This compensation shall be commensurate with the nature and extent of the premature termination, taking into account the investments and commitments incurred by the MSDCP. It is suggested that the actual compensation structure may be guided by the PPP model concessionaire agreement of NHAI. Please Confirm.	No change
224	7	Deleted	7	Banning of Business Dealings	The Corrigendum issued has got clause nos 7.2.2, 7.2.3, 7.2.4, 7.2.5 and 7.2.6 deleted. In this scenario what will be the parameters / defined milestones basis which the 50 Cr INR be distributed by Railtel to the MSDCP.	Refer Corrigendum-1
225	15.10 B	Newly Added	7	Limitation of Liability	Language added at page 138 of word file	No change
226	15.10 C	Newly Added	7	Consequential Damages	Language added at page 138 of word file	No change
227		Newly Added		Who will be responsible for the AMC etc and maintaining / replacing end of life for hardware equipment after the specified end of life dates arrive post the launch of DC.		As per RFP conditions

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228		Newly Added		Who will be responsible for any IT hardware requirements for setting up of private cloud etc		As per RFP conditions
229	Chapter 11 - General conditions of Contract		Clause 15.10, Point : 1.2.6, 1.2.7, 2.1.1	<p>Right of Railtel after termination under Clause 15.9</p> <p>(i)All assets will be transferred to RailTel at Nil cost. Because of such default, the MSDCP shall compensate RailTel for any such loss, damages, or other costs, incurred by RailTel in this regard.</p> <p>(ii)The Bidder shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and MSDCP shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract</p> <p>(iii)If the MSDCP decides to discontinue services during the contract period, a Liquidated damages equal to at the rate of 10.0% of total annual payments (Revenue Share) to RailTel in addition to the RailTel's Revenue share for the current year to be paid to RailTel in addition to forfeiture of the performance bank guarantee.</p>	<p>(i)Since the Bidder would have incurred significant cost in the project, Railtel should not takeover all the assets at Nil cost. There should be a mechanism to calculate the fair market value of the assets being transferred to Railtel which amount should be paid by Railtel to Bidder as Railtel after taking over the assets would in one form or the other gainfully deploy / utilize these assets.</p> <p>(ii)In this case, Railtel and the Bidder should mutually agree on the best effort basis the mechanism on how such materials/contracts could be deployed for the project with the intent of causing least possible cost(s) to the Bidder.</p>	No change
230	Joint Venture for Alignment		-	New Point Added	Is RailTel open to forming a Joint Venture (JV) with the winning bidder after the RFP award? This would solidify RailTail long-term commitment, streamline governance, and simplify revenue sharing.	As per RFP conditions
231				Air Cooled Chillers	Water is going to be most critical resource in coming time please suggest if we can consider with hiller should have AHRI certification manufactured in facility with ISO certifications like ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 certifications. Chiller manufacturer should have AHRI certified Test lab and NAB Aggregated Test lab for chiller testing. The chiller will be tested for performance at design conditions of the tender and should match the software selection output. Each Chiller should have Multiple Screw Compressors with all Variable VI inverter-driven compressor Screw compressors, Axial Condenser fans with Electronically commutated motor suitable to 70 dig c ambient temp, Condenser coil with copper tubes & aluminum fins with Anticorrosive Nano coating and Hydraulic Module with skid Pump with VFD driven within Chiller Skid with all controls part of Chiller panel itself. The Chiller should have double set point from digital input to pre-set two different operating set points and manage the change from one to the other through a digital signal, Capacitive backup battery for electronic expansion valve, Dual power supply with Automatic transfer switch, Inbuilt Energy Meter. Chiller should have Quick Restart / Fast Restart Feature to restart the chiller at 100% load within 180 secs. Microprocessor Controller with Graphic LCD Display with Inbuilt Web page to connect via IP address to laptop, tablet, mobile without BMS. Chillers should have pre-charge refrigerant R134a from the factory only. No refrigerant filling will be allowed at site. Chillers Actual Delivered capacity should not be less than 1810 kw / 514 TR cooling capacity having EER not less than 2.9 at 48 dig c ambient temp with CHW In/out water temp at 20/15 dig c with Chiller Length) less than 15.5m.	This is part of MSDCP scope in line with the RFP conditions.
232	5,4			Power	Please Clarify on Power application required for the Plot	This is part of MSDCP scope in line with the RFP conditions.