

Page No	Clause No.	Text in RFP	Comments	Response
10	4.5	DC is responsible for any damage or crash to the NIXI equipment due to sole responsibility of DC .	Since STTGDCI is providing only colo-location services with no preview of NIXI equipments. Our SLA'S need to be valid for the uptime for power and agreed cooling and humidity ranges in compliance with Rated 3 standards of TIA 942. <del>In any circumstance, STTGDCI shall not have access to</del>	If some how due to over power rating and excess heating in NIXI rack in that case DC is responsible
10	4.6	Though the NIXI takes all precautionary measures at their end but it is the responsibility of the DC as well to ensure that the exchange is secured against abuse from the Internet.	Please note that we do not provide or facilitate internet services. NIXI shall be responsible for network and security of its network from unauthorized access through the Internet. As a DC provider, we have robust security process in place to ensure there is no unauthorised access to the DC premises	network physical security to be ensured.
10	4.7	Any violation of any prevailing Laws, Acts, Rules or any misuse of collocation services would be sole responsibility, accountability and liability of the DC. NIXI would have no responsibility, accountability and liability of any kind whatsoever with regard to violation	The DC shall be responsible to comply with applicable laws to the extent they apply to the obligations of DC while rendering services to NIXI. In case NIXI enter into an agreement with DC on behalf its customer then NIXI shall be responsible for any violation or misuse of colocation services by its customer	As per RFP
10	5.1	They are totally responsible for the ongoing stability and the operation of the NIXI application and server/ equipment	We will only provide colocation services consisting of space, power and cooling services and will not have any access or control over server and internet services therefore, we will not be in a position to take complete responsibility for ongoing stability and operation of NIXI application and server	may be accepted

12	5.1	<p>Technical Requirements-</p> <ol style="list-style-type: none"> <li>1. 1/2 Rack space</li> <li>2. 3kva power</li> <li>3. 24/7 manned facility</li> <li>4. Connections to External Networks</li> <li>5. Network Redundancy</li> <li>6. Scalability</li> <li>7. Disaster Recovery Plan</li> <li>8. Support &amp; Monitoring</li> <li>9. Data Security</li> <li>10. Access &amp; Connectivity</li> <li>11. Structured Cabling</li> <li>12. Emergency Preparedness and Response</li> </ol>	<ol style="list-style-type: none"> <li>1. Please confirm if 3KVA Power is Rated Power or Consumed Power</li> <li>2. Connections to External Networks-This can be facilitated only through Cross Connects with additional Commercials</li> <li>3. Network Redundancy-We are a carrier Neutral DC and hence do not extend Network connections for Internet .</li> <li>4. Structured Cabling- Please share the Scope of Structured Cabling, if applicable.</li> <li>5. Access- Physical access to DC can be done by NIXI team in person. For Remote access, Remote Hand Services shall have to be subscribed with additional</li> </ol>	<ol style="list-style-type: none"> <li>i) Rated</li> <li>ii) OK</li> <li>iii) OK</li> <li>iv) any NIXI member ISP who connects with NIXI IX should ensured structural cabling proper tag.</li> <li>v) NIXI officials will be authorized to grant access to any visiting ISP or customer. RHS shall</li> </ol>
14	VIII	For recurring charges, it is informed that the quarterly charges will be paid to Data Centre at the end of each quarter after receiving the invoice.	As an internal policy, we accept Advance payment Quaterly and payments to be done within 30 days of receipt of invoice . Please accept	As per tender.
14	IX	Force Majeure	If an event constitutes FM or not, should be determined mutually by the Parties. STTGDCI should have the right to terminate the contract if FM event extends beyond 30 days. The payment obligations of NIXI shall not suspend, for the services rendered	As per tender.
16	XI	Settlement Of Disputes	Arbitrator should be mutually appointed. Also, please share the text of Clause GC 3.21.2 which is referred and will become applicable.	As per tender provision. No deviation.
17	11.3	Jurisdiction Of Courts	Only courts should have jurisdiction for arbitration	As per tender provision. No deviation.

23	XVII -Special Conditions Of Tender- (e) Subletting	In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice. NIXI reserves the right to terminate this order at any point of time with 15 days' prior intimation to the contractor.	We proposed deletion of this restriction. We do sub-contract some of the routine services, like housekeeping services etc., and there cannot be an absolute restriction on our right to engage sub-contractors or sub-contract some of the obligations under the contract. In any case, STTGDCI will remain responsible for any services which are sub-contracted.	Subletting is not permissible with regard to DC and not applicable on the housing keeping services
			<p>We look forward to the draft of the MSA/Agreement to be agreed between the parties. We assume that it would cover standard clauses including limitation of liability and exclusion of indirect/consequential losses.</p> <p>With regard to the limitation of liability, we request you to please consider the following:</p> <p>"a) Neither party shall be liable for any indirect or consequential losses including lost revenue, lost profit, loss of goodwill, loss of data, etc.;</p> <p>b) Direct losses or claims of any nature whatsoever shall be limited to annual recurring charges paid for the space. We may agree to certain exclusions (viz. fraud, death, personal injury caused due to negligence of STTGDCI from the direct losses as mutually agreed in the MSA. "</p>	As per tender.
23	XVII -Special Conditions Of Tender- (g) Penalties	If the successful tenderer will not hand over with in the stipulated time as indicated in the PO, the penalty of 0.5% will be imposed per day, which will not be more than 10%.	Please confirm the stipulated / expected timeline for readiness for the site post which the penalties shall be applicable. Also please confirm that 0.5% as quoted is of which commercial component that shall	4 weeks, 0.5% of Contract value

24	XVII Special Conditions Of Tender- (k)Service	However, after the expiry of the minimum Contract period the subscriber at its option continues or terminates this agreement at its	Termination For Convenience is not permitted. Request acceptance	May be accepted
24	XVII Special Conditions Of Tender- (m)Contract Period & Termination	The customer shall issue one month's notice in advance for cancellation of service after the expiry of the minimum Contract period. In that case, Data Centre shall repay him or allow him in account the appropriate proportion of any rental paid in advance for a period ending after the customer's liability for rental ceases . Data Centre shall be entitled to discontinue	In case of termination before the end of current term by NIXI or termination by DC due to any material breach by NIXI then NIXI shall be liable to pay 100% of the rental for the term including the payment for services delivered till the date of termination	If there is any violation of terms and conditions NIXI may terminate before end of current terms
24	XVII Special Conditions Of Tender- (m)Contract Period	The customer shall issue one month's notice in advance for cancellation of service after the expiry of the minimum Contract period.	We can agree for atleast three months notice for cancellation of service after the completion of the current term which includes minimum term and any renewal term. Request acceptance	one month notice as per RFP terms and condition.

	Additional termination rights for STTGDCI		<p>With regard to We propose the below termination rights for STTGDCI, we propose the following events for consideration of NIXI:</p> <p>(a) NIXI fails to make a payment when due and NIXI fails to cure such breach within fifteen (15) days after receipt of written notice from STTGDCI; or</p> <p>(b) NIXI has violated any law, rule, regulation or policy of any governmental authority related to the Services or NIXI's use thereof; or</p> <p>(c) NIXI has engaged in conduct that has caused or may cause damage to the Facilities, STTGDCI network or third parties; or</p> <p>(d) STTGDCI receives any direction, notification or instruction from any governmental authority to</p>	a) Not accepted as NIXI always ensures timely payment
6	Scope Of Work	All such parties will be given preference who can provide the facility of Data Centre alongwith the P2P Connectivity from the nearest large exchanges having high concentration of traffic	Being a Data Centre provider we don't possess ISP licence . We can extend colocation services and for P2P connectivity, NIXI need to contact other ISP's and exchanges directly .We can provide cross connect with additional charges.	As per tender
10	Brief Operational Profile OF NIXI- Clause 4.7	Though the NIXI takes all precautionary measures at their end but it is the responsibility of the DC as well to ensure that the exchange is secured against abuse from the Internet.	Since STTGDCI is providing only colocation services with no preview of NIXI equipments. STTGDCI will provide collocation services to NIXI and don't have access and Control over the abuse from internet. In any circumstance, STTGDCI shall not have access to the IT / Network Infrastructure of NIXI. So request NIXI to modify the same	As per RFP

10	Brief Operational Profile OF NIXI- Clause 4.8	Rules or any misuse of collocation services would be sole responsibility, accountability and liability of the DC. NIXI would have no responsibility, accountability and liability of any kind whatsoever with regard to violation of any Laws, Acts, Rules or any misuse of	All the laws related to collocation services will be STT GDCI scope. However ,anything releted to internet or netwrk services will be NIXI scope	As per RFP
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