

Sr.No.	Section No.	Clause No.	Page no. in section	Existing Clause	Clarification Sought	Remarks on requirement for this input	UIDAI's Reply
1	Section V	General		Site Visit Query (Bangalore and Manesar)	During execution, to place the in-row units bidder shall be required to shift or move the existing racks from current location, UIDAI shall provide permission and space to do this activity, pls confirm the understanding. Will this be done by UIDAI or Bidder - please clarify. Please also specify which racks need to be removed .	As we understand there are 31 In-Row units connected in the Servers, however as per RFP requirement the bidder needs to install 52 Nos. of In-Row units. We need to remove few no. of racks from DC. This is a live DC scenario, hence we need clarity.	Required permission will be provided to move the Racks and inrow machine.
2	Section V	General		Site Visit Query (Bangalore and Manesar)	With regards to the existing Chiller - please provide the current load being catered by the chiller at present in each of the Data centers, so that additional load can be correctly estimated.	We need to verify if the additional proposed load can be accumulated in the existing chiller or not. Hence, please help with data.	Additional load can be accommodated with the existing chiller
3	Section V	General		Site Visit Query (Bangalore and Manesar)	As per our recent site visit of Manesar, we have observed UPS Input Panel is not having sufficient spare breaker to add additional 3 UPS . Does bidder need to add new panel or modify the existing panel, kindly please also factor in the site wise BOQ.		Bidders required to remove existing 2 UPS from each sources in MDC. One breaker is currently available as spare in each source UPS input panel. Hence three new UPS can be connected
4	Section V	General		Site Visit Query (Bangalore and Manesar)	As per our recent site visit of Bangalore, we have observed UPS Input Panel is not having sufficient input breaker to add additional new 3 UPS. However as per site visit input, bidder will need to remove 2 UPS of 550 KVA in existing setup. Kindly clarify the course of action - if bidder needs to factor then please add in scope, else remove from scope.	Kindly clarify the course of action.	Bidders required to remove existing 2 UPS from each sources in HDC. One breaker is currently available as spare in each source UPS input panel. Hence three new UPS can be connected
5	Section V	General		Site Visit Query (Bangalore)	As per our site visit of Bangalore, Passive cabling tray also need to be upgraded or replaced with bigger size of cable tray. Pls add in BOQ if so.	Kindly clarify the scope. It is also not factored in the UIDAI BOQ, please add the same.	Existing cable tray to be used
6	Section V	General		Site Visit Query (Manesar)	UPS and Battery Room for manesar location is not sufficient for placement of UPS and Battery, can the future expansion area be utilised for the same? Pls clarify for us to design accordingly.	Can we use future expansion area as per site visit discussion.	Along with removal of existing 2 UPS from each sources, respective battery banks also will be removed. If bidder feels space is not sufficient future expansion area may be utilised for the same.
7	Section V	General		Site Visit Query (Bangalore and Manesar)	DC Bangalore and Manesar both - As per site visit, PAC input Panel is not having sufficient feeder. Does bidder add 1 new small panel to augment capacity or replace with 1 larger panel. Pls add in BOQ.	kindly suggest we need to consider additional new small panel or we have to replace existing panel.	Required additional panels may be provided by the bidders. See Item Code 1.43 of BoQ2 and Code 3.43 of BoQ4.
8	Section V	General		Site Visit Query (Bangalore and Manesar)	Since water, Storage Space and power is available at site , we are assuming it will be available free of cost to us during execution. Pls confirm as at least 2000 sqft room shall be made available for all material storage.	We need at least 2000 SFT room for Storage space for keeping new and old existing materials.	Space will be provided
9	Section V	General		Site Visit Query (Bangalore and Manesar)	For Uptime certification - The bidder shall need to go for CEIG approval, if bidder is increasing load more than sanctioned load. Hence, please share what is the current load sanctioned for both the data centers?		ISAT and Uptime certification will be performed using DG Utility power.
10	Section V	General		Site Visit Query (Bangalore and Manesar)	Load Calculation (Electrical and Mechanical) detail is required. Kindly share the same detail for both data centers, as its required for Tier III certification design as well.		Will be shared with Successful bidder.
11	Section V	General		Site Visit Query (Bangalore and Manesar)	For Cable tray, BOQ item no 1.38, 1.39 and 1.40 description is same, - for each S.NO. please specify the size of the tray.	kindly confirm which size of cable tray is required.	No change, existing cable tray to be used
12	Section V	General		Site Visit Query (Bangalore and Manesar)	Do we need to consider UPS And Battery room cooling , kindly confirm and also share Rating for PAC. As bidder shall add more UPS and Battery in the existing room, so we need as input the existing load and rating. Pls share the same.		No change, the cooling provision is already made.
13	Section V	General		Site Visit Query (Manesar)	As per site visit, if bidder needs to build the new UPS and Battery Room in Expansion Area, kindly confirm on the Cooling Scope for this room as well. At present, cooling scope for UPS & Battery room is not mentioned in RFP.		One UPS and one battery bank can be accommodated in the existing UPS and Battery room
14	Section V	General		Site Visit Query (Bangalore and Manesar)	As per site visit, the physical movement of 25 TR PAC is difficult, so bidder requests for a change to 13 TR * 3 Nos PAC . Kindly please allow both options in the technical specification.		Okay with the no of units based on the physical space. The required TR shall be as per RFP.
15	Section V	General		Site Visit Query (Bangalore and Manesar)	Please let us know if there is a requirement for factory acceptance test for material like UPS, DG Set, PAC, Chiller planned? This shall add to delivery timeline and hence kindly confirm for what all items is FAT shall be required.		Factory test certificate issued by OEM is mandatory for all the equipments supplied by bidder.

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16	Section V	General		Site Visit Query (Bangalore and Manesar)	As we understand, all the existing PAC's of server room are Chilled water based, however in the present RFP, RFP is asking for DX based solution for PAC. Kindly review and revise RFP for PAC solution - Chilled water of DX based?		Refer Corrigendum
17	Section V	General		Site Visit Query (Bangalore and Manesar)	Do we need to add additional Licenses for DCIM/ IO Points for IBMS. It is not asked in RFP and request to clarify if it is needed.		Sufficient I/O points are available in IBMS/DCIM.
18	Section V	General		Site Visit Query (Bangalore and Manesar)	For In-Row input Panel , can we propose one new small In-Row input panel in addition to existing site In-Row input Panel?		Additional panel with the sufficient number of MCB to be provisioned. You may refer to BOQ Item_Code 1.09.
19	Section V	General		Site Visit Query (Bangalore and Manesar)	The successful bidder should plan for and integrate the DG sets with the in-scope data centers.	As per site visit in Bangalore we understand it is already integrated in to the BMS , kindly confirm for Manesar location.	Yes it is integrated
20	Section V	General		Site Visit Query (Bangalore and Manesar)	As per our site visit of Bangalore, we need to use fresh Insulation under the false floor. Kindly confirm for both location.		Yes
21	Section V	General		Site Visit Query (Bangalore and Manesar)	Providing, making & fixing an enclosure for gas cylinder of Shutters and sidewalls.	Kindly confirm the area or no. of cylinders need to be covered.	Refer Corrigendum
22	Section V	General		Site Visit Query (Bangalore and Manesar)	DG Fuel	Hope Fuel and DG both Available at site So do we need to consider DG fuel in Bidder Scope for ISAT?	Refer to Clause 5.3.8 (c)
23	Section V	General		Site Visit Query (Bangalore and Manesar)	Kindly provide Chilled water Schematic to understand pipe tapping.	To Understand Pipe Calculation and pipe tapping's.	Will be shared with Successful bidder.
24	Section V	General		Site Visit Query (Bangalore and Manesar)	Uptime Certification- RFP expectation is re-Certification	As per our understand Uptime does certification for total design load, in the case additional load planned is 1200 KVA So do we need to consider ISAT for Entire DC design load or only for newly build DC of 1200 KVA. Kindly clarify from Uptime prospective.	ISAT will be performed only for 1200 KVA. Uptime re-certification for 1200KVA production area and other supporting infrastructure services like Communication rooms and staging room.
25	Section V	General		Site Visit Query (Bangalore and Manesar)	Consummables like fuel etc shall not be provided by the bidder, kindly confirm.	This cannot be factored by bidder and hence confirm	Refer to Clause 5.3.8 (c)
26	Section V	General		Site Visit Query (Bangalore and Manesar)	Kindly share Floor Elevation Plan for both data centers - true floor to true ceiling distance, and false floor to false ceiling distance, and space between false floor and true floor, space between true ceiling and false ceiling.		Will be shared with Successful bidder.
27	Section V	General		Site Visit Query (Bangalore and Manesar)	LT Panel	Kindly Confirm do we need to consider CPRI tested Panels or TTA -OEM"s Panels.	New panels provided by the bidders may be CPRI tested.
28	Section V	General		Site Visit Query (Bangalore and Manesar)	Pls confirm the size of existing racks in the data center - width, depth and height and "U".		800*1200 dimensions with 42U
29	Section VII	7.7		Buyback item list	Buyback BOQ is not yet shared with us, kindly share the same. Our requisition form is submitted already.		Process separately
30	Section IV	General		Site Visit Query (Bangalore and Manesar)	Existing Electrical, SLD and HVAC and door layout diagrams for both DCs are required for above estimations and design clarity, please kindly share.		Process separately
31	Section IV	General		Site Visit Query (Bangalore and Manesar)	For both DC - in DC layout diagram, please mention below details - 1. Area of HD DC layout 2. Fixture and fittings markings 3. Pillar markings 4. Door position marking		Refer to Clause 5.3.2
32	Section V	General		Both DCs - iPDU	iPDU - We understand that at present iPDU takes care of 9.5 KVA load per rack, however, when expansion is to be done to 30 KVA, the iPDU shall need upgradation from 9.5KVA as well. Are these bought by MSIP or UIDAI ? The same shall need to be of higher than earlier/current planned specification. Kindly clarify as these shall be needed and currently is not part of BOQ.		iPDU is not in the scope of bidder
33	Section V	4.1.2	53	FORM TECH – 2: Technical Proposal Submission Form - Para 2 - "We hereby declare that we are submitting our Proposal as a single Bidder/ company and have not formed or intend to form or execute the contract with any other entity, sub-contractors or consortiums."	Bidder request to delete the word " subcontractor" from this sub clause, as suncontracting shall be required and is permitted in the RFP. "We hereby declare that we are submitting our Proposal as a single Bidder/ company and have not formed or intend to form or execute the contract with any other entity, sub-contractors or consortiums."		No change

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34	Section V	5.3.8 Integration & Site Acceptance Testing (ISAT)	70	c) Necessary instruments, tools, tackles, consumables, personnel and other facilities required for conducting ISAT shall be arranged by successful bidder at no extra cost to UIDAI. All the consumables required, up to successful commissioning shall be supplied by the successful bidder at no extra cost to UIDAI.	For ISAT process - please clarify for bidder understanding - what components is available at site and what bidder need to arrange, For Example- does bidder need to arrange for ISAT diesel and 100% Load Bank etc.?	This is pre bid query, which is not answered and request clarity on this point.	Refer to Clause 5.3.8 (c)
35	Section VI	6.6.3 SLA 3: ISAT Timeline SLA	82	ISAT timeline	Requested overall upgradation timeline to be revised to 10 months from current time of 7 months, keeping in view the delivery timeline increase which is required. Bidder understands facility certification will be after these 10 months .	Since delivery timeline is increased to 2 months, overall timeline shall need revision , kindly pls consider this change.	No change
36	7.6 Appendix F	3.16	101	Rated voltage: 480 VDC (240 cells) to 528 VDC (264 cells)	Firstly, VDC are OEM specific and varies from OEM to OEM. Secondly, the lithium iON battery cell voltage may be different that 2V VRLA batteries. Hence please allow to consider 15 Minutes backup on UPS with whatever VDCs of the OEM. There should not be any binding on VDC.		Refer to Corrigendum
37	BoQ	BoQ	-	For Item Code 1.06 and 3.06. (BBT) AND For Item Code 1.12 to 1.22 & Code 3.12 to			Refer to Corrigendum
38	Section V	5.4	70-72	The success bidder shall get the updated design topologies of the in-scope data centers i.e. UIDAI Data Center in Manesar and the UIDAI Data Center in Bengaluru certified to obtain TIER III Certificates (no other standard shall be acceptable)from			No change
39	-	-	-	Needs a confirmation is that Pre bid queries responses also from a part of the RFP and all changes agreed in Pre Bid queries are now part of RFP. If this is clarified in the			Responses will be the part of Contract
40	Section VI	6.6.1 - 6.6.1 SLA 1: Delivery Timeline SLA	82	The bidder must deliver at least 70% (in terms of monetary value) of the total equipment/ infra/ solution/ software etc. mentioned in the "supply" section of the BoQ submitted by the bidder for the corresponding in-scope facility within 1 month from the date of start	Please review the material Delivery timelines to 3 months from current mentioned timeline of 2 months. All of these material take minimum 12 weeks minimum to get delivered.		Refer to sl. no. 5 of response to pre-bid queries dated 25.06.2020.
41	Section VI	6.6.3 SLA 3: ISAT Timeline SLA 5.2 - 5.2 Duration of Contract	82, 61	ISAT timeline , 5.2 Duration of Contract	Requested overall upgradation timeline to be revised to 10 months from current time of 7 months, keeping in view the delivery timeline increase which is required. Bidder understands facility certification will be after these 9 months . This much time shall be required and we request amendment - Delivery 3 months; Install / Commission - 6 months , Certification - 2 months		Refer to sl. no. 270 of response to pre-bid queries dated 25.06.2020.
42	Section V	5.3 Upgradation Services - 5.3.7	69	Warranty - The successful bidder is required to provide one-year Comprehensive On-Site Warranty (including consumables at no extra cost) to UIDAI for each supplied equipment/Systems at in-scope UIDAI facilities or at any UIDAI premises for smooth running	We request warranty of items to start from the ISAT Acceptance, training and manual and asset inventory submission by bidder, since the FAC also includes Tier III certification which may take time. Hence, we request that tier III certification period may be excluded to initiate warranty as material would already be in use .		No Change

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43	Section III	3.11.1 Payment Schedule	35	Payment milestone - 30% of Subtotal A+B for Blr / Manesar DC On delivery, to UIDAI facilities, of items equivalent to at least 70% of the total equipment/ infra/ solution/ software etc. mentioned in the "supply" section of the BoQ for Bengaluru facility i.e. Sub Total A & 50% of Subtotal A+B for Bengaluru DC On successful installation and commissioning of all in-scope solutions/ softwares/ equipment/ system/ infrastructure for Bengaluru facility AND on delivery of the Tier III Design Certificate for Bengaluru facility & Installation and commissioning would be considered as achieved when the enhanced data center would be operationalized and ready for ISAT. & 20% of Subtotal A+B for Bengaluru DC- On issuance of FAC	50% of Subtotal A+B for Blr / Manesar DC On delivery, to UIDAI facilities, of items equivalent to at least 70% of the total equipment/ infra/ solution/ software etc. mentioned in the "supply" section of the BoQ for Bengaluru facility i.e. Sub Total A 40% of Subtotal A+B for Bengaluru DC On successful installation and commissioning of all in-scope solutions/ softwares/ equipment/ system/ infrastructure for Bengaluru facility AND on delivery of the Tier III Design Certificate for Bengaluru facility Note: Installation and commissioning would be considered as achieved when the enhanced data center would be operationalized and ready for ISAT. 10% of A + B on final acceptance/ ISAT & training & document & asset inventory handover. <u>Request to please delete tier III certification clause from the above as there is separate payment milestone for the certification.</u> <u>Sly., please revise the C+D payment milestone.</u>		Refer to sl. no. 276 of response to pre-bid queries dated 25.06.2020.
44	Section III	3.15.1(b) ; 3.15.1(d); 3.18(g);	39; 39; 41	Risk Purchase - Provided further that the Successful Bidder shall not be liable to Excess Cost in excess of (ten) 10 percent of the Total Contract Value for which such option is exercised by the Purchaser.	We submit that: (1) We request that total Risk Purchase amount should be capped at 10% of the value of affected goods and services. Kindly revise the clause as 10% of TCV may be a very high value. (2) Risk Purchase should not apply in case of failure to meet time-lines as the RFP already provides UIDAI a remedy in the form of LD's penalty to the bidder; Kindly confirm the same.		Refer to sl. no. 295 of response to pre-bid queries dated 25.06.2020.
45	Section III	3.11 Payments (a)	34	a) Purchaser shall make payments to the bidder only at the times and in the manner set out in the Payment schedule as specified in Clause 3.11.1 subject to the fulfilment of the bidder's obligations herein. Purchaser will make all efforts to make payments to the bidder within 30 days of receipt of full and complete invoice(s) (ready for payment) along	Request the payment term to be firm and the word "make all efforts to" to be removed or Alternatively, the 30 days may be changed to 45 days. "Purchaser will make payments to the bidder within 30 days of receipt of full and complete invoice(s) (ready for payment) along with all necessary supporting documents."		Refer to sl. no. 261 of response to pre-bid queries dated 25.06.2020.
46	Section III	3.18 (b);	42;	Payment Suspension - 3.18 Consequences of Event of Default Where an Event of Default subsists or remains uncured till the end of the notice of default, the Purchaser shall be entitled to: b) Suspend all payments to the bidder under the Contract by a written notice of suspension to the bidder, provided that such notice of suspension: (i) shall specify the nature of the failure; and (ii)	We submit that selected bidder payment for only those goods and services which are in default / affected, should be suspended. Kindly pls revise the clause. b) Suspend PAYMENTS OF AFFECTED GOODS / SERVICES to the bidder under the Contract by a written notice of suspension to the bidder, provided that such notice of suspension: (i) shall specify the nature of the failure; and (ii) shall request the bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the bidder.		Refer to sl. no. 298 of response to pre-bid queries dated 25.06.2020.
47	Section III	3.15.1; 3.23	37; 46	Time is of Essence	(1) We request deletion of the words " <i>time is of the essence</i> " as the RFP provides for LDs in case of failure to meet timelines. Kindly confirm - Before any termination, in line with Termination clause, UIDAI shall give cure period of 30 days and notice of 30 days and only after all LD cap is reached.		Refer to sl. no. 294 of response to pre-bid queries dated 25.06.2020.

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48	Section III	3.33	50	No-Claim Certificate - The bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this contract, nor shall the Purchaser entertain or consider any such claim, if made by the bidder after having signed a "No claim" certificate in favour of the	Kindly add that - " No-claims certificate will be required to be submitted by selected Bidder only after all payments are cleared to the bidder by UIDAI, at the end of the contract term."		Refer to sl. no. 303 of response to pre-bid queries dated 25.06.2020.
49	Section III	3.7	32	Subcontract: (a) Only part of scope of work as contained in this Contract may be sub-contracted by the bidder, <u>provided that prior written permission</u> is given for the same by the Purchaser... It is clarified that the bidder shall remain liable and responsible for any/ all acts, omissions or defaults of the sub-contract(s) and shall indemnify the Purchaser <u>in respect thereof</u> . Further, in case of omission of UIDAI's approval leading to such a default, the PBG may be invoked.	The subcontractor shall not be able to take up this clause cos of their limited role. We request that Since Bidder is already contractually liable to UIDAI for any non-performance of sub-contractor, we request deletion of indemnity under sub-clause (a) and propose following modified language, "Only part of scope of work as contained in this Contract may be sub-contracted by the bidder, provided that prior written permission is given for the same by the Purchaser <u>and shall be subject to the provisions of Clause 3.7(b) herein under . Any such sub-contract shall in no manner whatsoever relieve the bidder of its obligations and/ or liabilities, in respect of the services/ obligations so sub contracted, under this Contract. It is clarified that the bidder shall remain liable and responsible for any/ all acts, omissions or defaults of the sub-contract(s). Further, in case of omission of UIDAI's approval leading to such a default, the PBG may be invoked. "</u> "		Refer to sl. no. 284 of response to pre-bid queries dated 25.06.2020.
50	Section III	3.7	32	Subcontracting declaration and agreement details	Kindly share the bid submission template for providing bidder's subcontractor details to UIDAI for information and approval.		Refer to sl. no. 284 of response to pre-bid queries dated 25.06.2020.
51	Section III	3.7	32	Subcontracting declaration and agreement details	Kindly permit that any subcontract agreements shall be required to be submitted within 45 days of the contract signing by the selected bidder as it is cumbersome to get the agreements executed prior to submission.		Refer to sl. no. 284 of response to pre-bid queries dated 25.06.2020.
52	Section III	3.8(d)	33	Indemnity for Non-compliance with Laws: During the tenure of this Contract nothing shall be done by the bidder or his team in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc.	Kindly clarify that the indemnity under this clause shall be subject to the indemnity process contained in Clause 3.15(d).		Refer to sl. no. 285 of response to pre-bid queries dated 25.06.2020.
53	III	3.16(vii); 3.16(xiv)	38; 40	IP Indemnity: 3.16(vii) - That the bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted/ patented process/ product, as are specifically mentioned by the bidder in its Bid or agreed in writing by the bidder during the Contract term, free from all claims, titles, interests and liens thereon <u>and shall keep the Purchaser indemnified in relation thereto</u> . 3.16(xv) - All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force	We request deletion of the words " <i>and shall keep the Purchaser indemnified in relation thereto</i> " from these 2 clauses as Cl. 3.15(b) already contains indemnity for IP infringement.		Refer to sl. no. 296 of response to pre-bid queries dated 25.06.2020.
54	Section III	7.2	94	PBG Format	We request deletion of the words "indemnify and keep indemnified" as a bank guarantee is distinct from indemnity under Law. Indemnity is already covered under indemnification clause of RFP.		Refer to sl. no. 306 of response to pre-bid queries dated 25.06.2020.

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55	Section III	3.18 (e); 3.21(b);	42; 44	Set-off: Without prejudice to any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the bidder as may be required to offset any proven losses caused to the Purchaser as a result of the Termination or due to any acts/omissions of the bidder...	Since deductions clause are already there, this clause is repeat clause. Hence we request deletion of the text dealing with <u>set-off from due amounts in Cl. 3.18(e) and 3.21(b) as UIDAI already has rights under 3.11(d) to seek deductions.</u> Further, as stated in Cl. 3.21(b), in case of any loss or damage due to default on the part of the bidder in performing its obligations, the bidder is required to compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser.		Refer to sl. no. 300 of response to pre-bid queries dated 25.06.2020.
56	Section III	3.37 Liquidated Damages	50	Phase wise LD capping - 20% of cost quoted for Upgradation Services for the corresponding data center (SubTotal A + B for Bengaluru) (SubTotal C + D	Request the SLA to be revised to a maximum 10% of the respective SLA and phase, as 20% is very high as a penalty as per industry practise. While overall capping of the SLA / LD is 10% of TCV, phase wise penalty capping should also be in same line		Refer to sl. no. 262 of response to pre-bid queries dated 25.06.2020.
57	Section III	3.37 Liquidated Damages	51	Phase wise LD capping -20% of cost quoted for Certification Services for the corresponding data center (SubTotal E for Bengaluru) (SubTotal F for Manesar)	Request the SLA to be revised to a maximum 10% of the respective SLA and phase, as 20% is very high as a penalty as per industry practise, While overall capping of the SLA / LD is 10% of TCV, phase wise penalty capping should also be in same line		Refer to sl. no. 263 of response to pre-bid queries dated 25.06.2020.
58	Section III	3.37 Liquidated Damages	51	Phase wise LD capping for Warranty and Support Phase (For each quarter) AND AMC and Support Phase (For each quarter) 20% of Quarterly Support Cost for the corresponding in-scope data center	In line with industry practise, Request the SLA to be revised to a maximum of 10% of the quarterly bill value of the AMC / warranty phase, with no carry forward of the SLA to next quarter. While overall capping of the SLA / LD is 10% of TCV, phase wise penalty capping should also be in same line		Refer to sl. no. 264 of response to pre-bid queries dated 25.06.2020.
59	Section II	2.29	23	Variation: UIDAI reserves the right to make changes within the scope of the Contract as per Clause 3.9. UIDAI, at its sole discretion may add additional quantity in the scope of work for an amount less than or equal to 20%	We understand that any upward addition to quantity in scope shall be through change request as per Cl. 3.31.2 (Conditions for Change Order) of RFP. Pls confirm.		Refer to sl. no. 282 of response to pre-bid queries dated 25.06.2020.
60	III	3.27(b)	48	Survival: The provisions of the clauses of this Contract in relation to documents, data, ownership of data, processes, property, Intellectual Property Rights, indemnity, publicity, warranties, disputes, and confidentiality and ownership <u>survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the bidder of its release from those obligations.</u>	We submit that bidder obligations of confidentiality can't survive for perpetuity, so we request a reasonable time-limit. We propose 5 years from date of expiry or termination of contract and in addition the DC design and specificaiton will become obsolete by this time. <u>Proposed Revision: Survival: The provisions of the clauses of this Contract in relation to documents, data, ownership of data, processes, property, Intellectual Property Rights, indemnity, publicity, warranties, disputes, and confidentiality and ownership survive until 5 years from date of expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the bidder of its release from those obligations or 5 years from expiry or termination of contract (which ever is earlier).</u>		Refer to sl. no. 301 of response to pre-bid queries dated 25.06.2020.
61	III	3.11(e)(ii)	34	sub-clause (e)(ii)All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, the bidder is liable, the same shall be deducted by Purchaser from any dues to	We request deletion of sub-clause (e)(ii) as UIDAI can recover any such damages / expenses from the bidder submitted PBG instead of invoice (dues to the bidder).		Refer to sl. no. 287 of response to pre-bid queries dated 25.06.2020.
62	7.6 Appendix F	3.16	101	Rated voltage: 480 VDC (240 cells) to 528 VDC (264 cells)	Firstly, VDC are OEM specific and varies from OEM to OEM. Secondly, the lithium iON battery cell voltage may be different that 2V VRLA batteries. Hence please allow to consider 15 Minutes backup on UPS with whatever VDCs of the OEM. There should not be any binding on VDC.		Refer to Corrigendum

Sr.No.	Section No.	Clause No.	Page no. in section	Existing Clause	Clarification Sought	Remarks on requirement for this input	UIDAI's Reply
63	BoQ	BoQ	-	For Item Code 1.06 and 3.06. (BBT) AND For Item Code 1.12 to 1.22 & Code 3.12 to 3.22 (BBT)	For Item Code 1.06 and 3.06. (BBT) AND For Item Code 1.12 to 1.22 & Code 3.12 to 3.22 (BBT) If we respond to both then the actual quantity in response will become 16 (double the actual quantity required). Since this is an expensive item responding this in double will unnecessarily increase bid price to client and these extra 8 BBT cannot be used by client in current upgrade.		Refer to Corrigendum
64	Section V	5.4	70-72	The success bidder shall get the updated design topologies of the in-scope data centers i.e. UIDAI Data Center in Manesar and the UIDAI Data Center in Bengaluru certified to obtain TIER III Certificates (no other standard shall be acceptable)from appropriate certifying authority. The certifying authority to issue TIER III Certificate should be Uptime Institute.	Your RFP mentions UPTIME as the agency for Tier 3 Certification of the facility. Another agency for certification is EPI which is an independent Registered Certification Body for Data centre. EPI is another well knownbody in the industry as a thought leader as per Forbes, American Business Journal and others and have won multiple awards. Request you to consider the certification through anyone UPTIME and EPI as well.The mention in the RFP is as below. Adding EPI as an option in addition will bring in better negotiating edge to the bidders and will help getting a better price for the certification of the facility from bidders.		No change
65	-	-	-	General Query	Needs a confirmation is that Pre bid queries responses also from a part of the RFP and all changes agreed in Pre Bid queries are now part of RFP. If this is clarified in the Corrigendum there is no further change we need.		Responses will be the part of Contract