

**Queries for Clarification on RFP for Hiring of DC Space and Facilities for UIDAI - Bengaluru**

(Reference no: D-11018/22/10-UIDAI/Tech/10-UIDAI)

Sl. No	Section No.	Clause No.	References/Subject	Clarifications Sought	Response to Clarifications sought
1	Section V	1.2.9. Overview	The bidder must be the owner of the proposed Datacenter facility.	Wipro do have the datacenters at various locations across world wide. Can we propose here partner datacenter where Wipro has entered into long term agreement with DC service provider/owner? Is subcontracting to a DC SP for required space and power is allowed? In partner DC Wipro will own the SLA for uptime.	Conditions remain unchanged
2	Section V	2.2 Communication Room	Dedicated communication Room of 100 Sq.ft	Can we provide shared communication room with required no. of racks?	Yes. Shared Communication Room is acceptable with the area earmarked for UIDAI being Caged with all the Security measures as mentioned in the RFP document in Section V, Clause 3.2.3.
3	Section V			Can we provide 100SqFT in server hall in cage area format to create dedicated communication room?	No. But Communication Room may be shared with DCSPs own communication Room as explained above.
4	Section V	2.3 Office space	Seating space for 15 personnel's to be provided.	Is this space required in the same building of datacenter or can be provisioned in other building/location?	Conditions remain unchanged
5	Section V	2.4.8 Other requirements	DCSP should have a helpdesk operating on 24*7 basis.	A dedicated helpdesk is required or shared helpdesk will work?	Shared helpdesk is acceptable
6	Section V		Managed services	We do have a world class NOC from where we provide Remote Management services. At the same time we can also deploy resources onsite to cater the required services. Pleased suggest what will be mode of providing these services on site or Remote monitoring or Hybrid?	Conditions remain unchanged
7	Section V	3.4.2 Precision Air conditioning	The temperature of the hall should be in the range of 20+-2C	DC temperature is maintained at 22 +_ 2 degree centigrade	Conditions remain unchanged
8	SECTION 4	4.1.4	Profile of Key Personnel	Do we have to provide resumes of managed services personnel in addition to PM and FM during bid submission.	No. The resumes of PM and FM only are required.

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9	section 4	4.2.3.e	Detailed Cost Sheet-Managed Services	Please share the JD, skill-sets, experience and qualification for Resources mentioned for Managed Services	Appropriate personnel with necessary skill sets, experience and qualification should be deployed as per scope of work.
10	section 4	4.2.3.e	Detailed Cost Sheet-Managed Services	How many Helpdesk Personnel are required	DCSP's discretion.
11	section 4	4.2.3.e	Detailed Cost Sheet-Managed Services	Rates for resources will not be same (due to resource incremental cost year on year) post year -1 . Pls advice in case of extension	No comments.
12	Section 2	2.4 (Schedule Requirements)	of Helpdesk Personnel	Helpdesk operations would be catering to calls of only current DC Hosted and not calls from any external UID users?	Query is not clear.
13	Section 2	2.4 (Schedule Requirements)	of Software for Managed Services	Are we referring to tools for Infrastructure Monitoring, Helpdesk and SLA mgmt. Pls share specifications for these tools	Section II does not contain schedule of requirements (Clause 2.4). If your question is referring to Section V, then please be informed that the monitoring tools are required to be deployed by DCSP. Therefore the question of sharing specifications for these tools does not arise.
14	Section 2	2.4 (Schedule Requirements)	of Resource JD for Managed Services	Pls share the service window for all mentioned Managed Services profiles For Database Admin, please clarify which database (Oracle, DBA, DB2) are we referring to? For System Admin, we are only referring to Linux Environment. Pls confirm	Section II does not contain schedule of requirements (Clause 2.4). If your question is referring to Section V, for System Admin, Linux has been specified. Decision on DB will be communicated to the selected bidder.
15	Section 2	2.4 (Schedule Requirements)	of Resource JD for Managed Services	For Application Admin, pls share the JD and qualification	appropriate personnel with necessary skill sets, experience and qualification should be deployed as per scope of work.
16	Section 4	4.6.6 a	Trouble Ticket/ Resolution	Resolution time of 30 Mints is not possible for all domains. For e.g. Server, Storage Crash. Will suggest to have a domain wise, severity wise slab-wise resolution time	Section IV does not contain trouble ticket / issue resolution. If your question is referring to Section VII, 4.6.6.a, Clause remains unchanged
17	Section V	2.1.7		Is CCTV required for 100% covering of caged area or only entrance will suffice	As specified, the CCTV is required to cover the complete Caged Area.
18	Section V	3.3.1.2		Is power from same substation coming via 2 different paths acceptable	No.

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19	Section V	3.3.3.10		: Is fuel storage capacity of 12 hours with back-to-back SLA with vendor to supply required amount in 30 min acceptable.	Clause remains unchanged
20	Section V	3.6.2.6		Is viewing requirement limited to UIDAI cage area	No. As per standard requirement , all points of ingress and exit in the DC, building and all entrances to the building should be having physical and electronic surveillance. Store Rooms, Staging Rooms, Office Area and Vault Room entrances too must be covered.
21	II Instructions to the bidders	- 8.4	If during detailed engineering any upward revision of the specifications & sizes given in the bid document, specifications & drawings etc. are to be made the requirement of bid document & conceptual design, all such changes shall be carried out within the contract price without any impact on the purchaser.	Would request UIDAI to consider any upward revision to be charged extra.	Request is not acceptable.
22	II Instructions to the bidders	- 9.1	Prices quoted shall be firm & shall not be subject to any upward modification	Prices to increase in case of changes in tax, duties, fees, levies and/or changes in power rates	Clause remains unchanged. In case of change in duties/Taxes under change in law after award of contract, appropriate parties shall be passed the benefit of the same over and above the contract value.

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23	II Instructions to the bidders	- 9.3	Review and negotiate charges payable at the beginning of each year and at any time at the request of the purchaser whichever is earlier	Negotiation only at the beginning of the yr & only once a year	Suggestion not accepted.
24	II Instructions to the bidders	- 20.1 (ii)	Avg Annual turnover for last 3 yrs till FY 2009-10	Our financial statement for FY 2009-10 have not been closed. Can we share the Fin St for FY 2006-07, 2007-08, 2008-09. We will share the Financial statements for FY 2009-10 as soon as they are closed	Accepted.
25	II Instructions to the bidders	- 20.1(iv)	Tier III Level data centre space aggregating to atleast 20,000 sq ft	Please confirm whether UIDAI is looking for data center space owned by the DCSP on all India basis.	Aggregate Tier III Datacenter space across India is acceptable.
26	II Instructions to the bidders	- 20.1 (vi)	2 customers from industry/govt/state govt/PSU/bank	Please Confirm if DCSP can be mix of the experience from Industry / State / Govt / PSU / Bank	Clause remains unchanged and it should be noted that each of the 2 customers should've availed services for atleast 6 months from October 1, 2009 till March 31, 2010 separately.
27	II Instructions to the bidders	- 40.2	Bids where prices are not firm during the entire duration of the contract & / or with any qualifications	Are we not suppose to give any qualifications/ deviations in commercial bid. Prices to be revised considering changes in tax rates & power rates	Clause remains unchanged. In case of change in duties/Taxes under change in law after award of contract, appropriate parties shall be passed the benefit of the same over and above the contract value.
28	II Instructions to the bidders	- 41	Point 4,7,8,9	Do we need certified statement from Auditor/ CEO/MD here also. Will a self declaration by auth signatory be sufficient	Conditions remain unchanged
29	Section III- General Conditions of Contract	3.1(d)	Bank Guarantee by major stakeholder	One of the prospective bidder has stated that "our majority shareholder will not provide a bank guarantee on our behalf. The prospective bidder is providing bank guarantee for this tender. The prospective bidder has further stated that they have strong financials and are a part of the large group of companies and hence requested for a	The request is not accepted.

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30	Section III- General Conditions of Contract	5.3	Change the terms of the contract at any time in order to fulfill the Schedule of Requirements	UIDAI need to consult and keep the bidder informed of such changes well in advance. Any commercial implication as a result of such changes to be considered in the pricing	Clause remains unchanged being self explanatory.
31	Section III- General Conditions of Contract	8.8	UID reserves the right to hold both parties jointly and severally liable	Would request UID to amend this clause. DCSP would be willing to indemnify UID against the acts of its subcontractor (Clause 8.6). UID would in any event find it difficult to hold a sub-contractor liable for anything. since there is no direct agreement between UID and the sub-contractor.	Clause remains unchanged. Request not accepted.
32	Section III- General Conditions of Contract	10.4	Contract period/ extension	Renewal of contracts shall be on yearly basis. Further, commercials will be re-negotiated for every renewal. Any changes in the taxes, levies, duties etc and power rates shall be charged to UIDAI on actual	Clause remains unchanged.
33	Section III- General Conditions of Contract	18.1(h)	DCSP shall procure insurance policies for all its present & future property & assets	Please let us know, what policies are UID looking for the DCSP to have	Clause is self explanatory
34	Section III- General Conditions of Contract	21.1	Consequences of event of default	In case of default appropriate credits as per the SLA agreement shall be entered into. Commercial implications will be mutually discussed and agreed	Clause is self explanatory
35	Section III- General Conditions of Contract	22.1	Stipulated Time Schedule	Since this is quite complex project in terms of Delivery so we request you to extend the delivery time lines to 3 Months instead of one Month.	Request is not acceptable.
36	Section III- General Conditions of Contract	23	Term and extension of Contract	In case of extension of contract, commercials will be worked out separately. Further, any work done by the DCSP beyond the term of contract shall be compensated at the agreed rates	Clause remains unchanged
37	Section III- General Conditions of Contract	24.1(e)	Termination for convenience	In case of termination for Convenience, a prospective bidder has stated that, "there has to be a penalty clause to protect it's interest."	Suggestion not accepted.
38	Section III- General Conditions of Contract	36	Change Orders/ Alterations/Variations	Change in price of power should be considered as a change order	Suggestion not accepted.

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39	Section III– General Conditions of Contract	40.1	The DCSP shall ensure that at all times during the tenure of the Contract a Project Manager and Facilities Manager acceptable to the Purchaser shall take charge of the Performance of the	Please let us know if the data center work force which is already at data center can be used as Project Manager and Facilities Manager.	Clause remains unchanged
40	Section III– General Conditions of Contract	45	Payment Terms	One time cost to be paid at the time of signing the COF. Recurring charges to be paid monthly in advance	Clause remains unchanged
41	Section III– General Conditions of Contract	48.1	Suspension of work	Any suspension of work for no fault of DCSP shall be paid by UIDAI as per the agreed commercial terms. In case the work remains suspended for more than 2 months, the DCSP reserves the right to terminate the contract	Clause remains unchanged
42	Section IV– Contents of Bid	Annexure 4.1.9	Details of Litigation	Would request UIDAI inform the amount to be consider as a material for the purposes of reporting details of litigations	Details of all litigations, irrespective of the amount, should be disclosed.
43	Section IV– Contents of Bid	Annexure 4.2.2	Commercial Bid Letter	Any tax liability accruing on UIDAI shall be borne by UIDAI	Please refer Section III, Clause 13.2 for the treatment to change in taxes.
44	Section IV– Contents of Bid	Annexed 4.2.3 a and 4.3.2e		Please clarify if we need to quote for 600 square feet of office space and 15 no of seats in office space separately or 15 no of seats will be placed in 600 square feet of area. Please also also specify how much amount of space is required for Staging and Store Room. Please also let us know if office space can be at a distant from office.	(i) 15 people scalable to 30 would be placed in the Office space of 600 sq. feet. (ii) No dedicated Staging Area has been asked. About 250 sq. feet should suffice. (iii) Store Room has been specified as 100 sq. feet. (iv) All the required spaces including Office space should be in the same building as DC.

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45	Section IV – Contents of Bid	Annexe 4.2.3e	DETAILED COST SHEET – Managed Services	<p>For the various manpower mentioned in the table (Annexure 4.2.3e), would like to know the work to be performed for all positions mentioned under Sr. No. 2 Operations &amp; Maintenance – Data Center)</p> <p>Please explain the difference between Network Engineer and NOC Engineer?</p> <p>What is the role of service engineer and how are they different from the various roles mentioned under Sr. No. 2?</p> <p>Application Administrator – This requires elaboration (what are the applications to be supported?). Some of the customized applications would require training to our personnel. Would this be provided by the Tenderer? Tenderer or their software vendors/developers would need to provide high-level support if any application level issue cannot be fixed by us. This needs to be confirmed</p> <p>Quality Assurance Staff – What are the quality standards proposed to be followed by UID? This would also require training by the UID team. Please also specify the Scope of Work or Deliverables for all types of man power resources that are required for this project which are mentioned in this clause. Please also specify the SOW or deliverables for Project Manager and other man power resources also. Since some of the Staff is already been there at the Data Center for managing the same please let us know if we can use the data center employees as resources for UIDAI</p>	Details will be discussed with the selected bidder as per industry norms and standard practices.
46	Section IV – Contents of Bid	Annexure 4.2.3.C2	Bandwidth charges for 2 Service providers is asked for	We can provide the pricing for our services only	Clause remains unchanged.
47	Section IV – Contents of Bid	Annexure 4.2.3.f	Initial contract is for 1 yr which is extendable in steps of 6 months	Renewal of contracts shall be on yearly basis	Clause remains unchanged.

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48	Section IV – Contents of Bid	1.2.9	The DCSP has to ensure that the desired objective of hosting the UIDAI IT infrastructure is completely met. The Bidder must be the owner of the proposed Data Center facility provided to UIDAI and sign Service Level Agreement for an uptime of 99.99%.	Since the requirement is of a Tier 3 Data Center so the uptime must be changed to 99.982% instead of 99.99% as per Tier -3 guidelines.	Clause remains unchanged
49	Section V – Schedule of Requirements	2.2.1	Dedicated communication room (some times referred as Meet Me Room) of 100 sq. feet shall be provided to accommodate minimum of two Internet service providers' equipments. The service providers should be ready with IP version 6 connectivity.	Please specify if shared communication room with dedicated cage is also acceptable as per Clause No 3.2.3.1 of Section V Schedule of Requirements.	Yes. Shared Communication Room is acceptable with the area earmarked for UIDAI being Caged with all the Security measures as mentioned in the RFP document in Section V, Clause 3.2.3.
50	Section V – Schedule of Requirements	2.2.2	The DCSP shall also provide dedicated high bandwidth connectivity with termination equipment and route diversity from minimum two internet service providers. The service providers should be ready with IP version 6 connectivity. Such termination should be done in the dedicated communication room. The rates for the bandwidth need to be provided in the commercial bid	Please specify if shared communication room with dedicated cage is also acceptable as per Clause No 3.2.3.1 of Section V Schedule of Requirements.	Yes. Shared Communication Room is acceptable with the area earmarked for UIDAI being Caged with all the Security measures as mentioned in the RFP document in Section V, Clause 3.2.3.



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51	Section V – Schedule of Requirements	2.2.4.	The Structured cabling for LAN should be provided and implemented by DCSP. This LAN should be designed for 10Gbps throughput. All the required passive components are to be provided by DCSP and with corresponding certifications for 15 years.. Each rack should have provision of 24 copper ports and 24 fiber ports. The active components will be supplied by UIDAI	Please specify the Scope of Work or Deliverables for DCSP for Structured Cabling.	Design, Supply, Installation, Testing and Commissioning of Structured cabling in your Datacenter.
52	Section V – Schedule of Requirements	2.2.6	DCSP will install and maintain the following within 24 hours of request from UIDAI: i. Copper patch cords between devices in the UIDAI Area. ii. Fiber patch cords between devices in the UIDAI Area;	Please specify the Scope of Work or Deliverables for DCSP for Structured Cabling.	Design, Supply, Installation, Testing and Commissioning of Structured cabling in your Datacenter.
53	Section V – Schedule of Requirements	2.4.7	DCSP should have a Help-Desk operating on a 24/7 basis to login any calls and avail services under the scope of DCSP	The Help desk 24X7 is not included in the commercial bid section. Further we request UIDAI to share details on Help Desk support requirement as to whether it has to be in Bangalore or can the DCSP can provide helpdesk services from any other city.	Helpdesk Services has to be built in within the prices of DCSP. Hence no separate provision has been made in the Commercial bid section. DCSP is primarily providing the Services of facilities, etc. in the Datacenter, hence the helpdesk has to be in the datacenter.
54	Section V – Schedule of Requirements	2.4.5	CISF for security	Our facilities are manned by our own security. We will not be able to provide access to external security agencies in our premises	Clause remains unchanged.

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55	Section V – Schedule of Requirements	2.4.8	UIDAI desires to avail Managed Services from DCSP. Bidder should confirm the availability of such services and also submit the standard deliverables for the following services. Operation window will be decided mutually. The NOC for these Managed Services should strictly be on-site. The Software required for the Managed Services would be provided and operated by the DCSP and would remain in their scope.	Please specify the relevance of NOC with respect to this clause.	Clause is self explanatory
56	Section V – Schedule of Requirements	3.3.5.2	the UPS should be N+N redundant in two different rooms.	As per Tier-3 Guidelines the UPS should be N+1 instead of N+N. We would request you to modify the clause as per Tier-3 Guidelines.	Clause remains unchanged
57	Section V – Schedule of Requirements	3.6.2	Closed Circuit Tele Vision System (CCTV)	Please specify the number of CCTV Camera required. Please also specify if the recording of CCTV camera can be provided to UIDAI in a DVD or CD Format.	The Number of Cameras can be at the DCSP's discretion. The storage of recorded data can be in DVD or CD format, preferably in another location.
58	VI	Appendix A	Bid Security Form	The following changes are suggested to the Bid Security format 1) The last line to be shifted above the Notwithstanding clause with the following changes  This guarantee will remain in force upto and including 45 days after the period of bid validity, i.e. upto _____, and any demand in respect thereof should reach the bank not later than this date.	Clause remains unchanged.

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59	Section VII Service Level Agreement	4.6.2	Definitions of Severity	Please let us know if we can propose the reverse severity level with Level-1 being highest and Level 4 being the lowest since most of the tools supports the severity level in the same manner.	Since it is a nomenclature, it can be finalized with the chosen bidder.
60				Does previous tender specification will be imply on this tender or the specification is given in this tender will be consider to evaluate bid?	The requirements of Addendum A will be evaluated as per the specifications mentioned in this Addendum A only.
61				Provisioning of rack space on different floor, will it be acceptable?	No.
62				What would the maximum power and minimum power requirement rack wise?	Minimum 7 KVA per rack to be considered as connected load.
63				How many racks would be deployed in MMR? Will it be acceptable if caged area provide in the common MMR instead of dedicated rack with taken care of all security measurement?	(i) The number of Racks are envisaged to be two numbers initially as per Section V, Clause No. 2.2. (ii) Yes. Shared Communication Room is acceptable with the area earmarked for UIDAI being Caged with all the Security measures as mentioned in the RFP document in Section V, Clause 3.2.3.
64				Any preferred vender for structure cabling?	No
65				How many car parking is required? Will UIDAI employee use common coffee/tea machine or separate arrangement need to be done?	Parking to be provided by DCSP, the common amenities would be acceptable.
66				Will it be required a dedicated Helpdesk?	Shared helpdesk is acceptable
67				Please share the number of elements for operational support with SoW so that appropriate solution can be given.	Query is not clear. There is no reference to Section / Clause of the bid document.

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68				Rest is available at ground floor. Cafeteria is available at top floor for security and hygiene reasons. Lifts are available to reach 5 <sup>th</sup> floor easily. Please let us know in case you have any concern regarding this.	Section V is self explanatory.
69				There is no DC power mentioned in the RFP. Please provide the DC power requirement details if required.	As of now DC power is not envisaged.
70				Is it mandatory to have dedicated UPS for UIDAI? Will it be acceptable if we provision the required capacity from the 1600KVA shared UPS?	Dedicated UPS is preferred, however, shared UPS power is also acceptable.
71				Please provide the IEC type detail of sockets and their rating?	Exact socket details will be shared with chosen bidder. Typical requirement would be 32A and 63A - single phase as well as three phase.
72				Will STD/ISD facility be required? If yes, then How many workstation?	This requirement will be frozen with chosen bidder. In any case, if the STD facilities are availed from DCSP, then payment would be made at actual by UIDAI. No ISD requirements are envisaged.
73				As per Annexure 4.1.8 and Section B point no. 47, How many equipment would be per rack?	Section IV, Annexe 4.1.8, B - Electrical Systems, Point 47 has be answered by the bidder.
74				As per Annexure 4.1.8 and Section C point no. 09, What type of Air filter is required?	Section IV, Annexe 4.1.8, C - Heat Ventilation and Air Conditioning, Point 9 has be answered by the bidder.

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75				As per Annexure 4.1.8 and Section C point no. 19, Which outdoor type is being asked (Chiller or DX)?	Please note a correction. It is Point No. 29 (and not No. 19 as mentioned by you).Intent of this point 29 is to know whether the condensing media is air or water.
76				As per the Annexure 4.2.3e and Sl.No 2, Will all Administrators and Engineers need to be dedicated to UIDAI or exact number of shared available resource can work?	Dedicated personnel required.
77				As per the Annexure 4.2.3e and Sl.No 2, Please share the define SoW of services need to be delivered.	Appropriate personnel with necessary skill sets, experience and qualification should be deployed as per scope of work.
78	III/ 3	1(III)	Definition of confidential Information	<p>Need to add following exceptions</p> <p>i. is already known to the receiving Party free of any restriction at the time it is obtained from the disclosing Party;</p> <p>ii. is subsequently learned from an independent third party free of any restriction and without breach of this provision;</p> <p>iii. is independently developed by the receiving Party without reference to or use of any Confidential Information of the disclosing Party; or</p> <p>iv. is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the receiving Party shall advise the disclosing Party of such required disclosure promptly upon learning thereof in order to afford the disclosing Party a reasonable opportunity to contest, limit and/or assist the receiving Party in crafting such disclosure).</p>	These will be finalized with the chosen bidder.

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79	III/5	3.1(d)	Unconditional, irrevocable & continuing guarantee to be given by Parent Company	This clause needs to be deleted – we will not be able to give such guarantee.	Clause remains unchanged.
80	III/18	15	Ownership and Retention of Documents	The clause is incomplete- need to add provision to protect pre-existing IPR of the Bidder and any third party IPR used by the Bidder in providing	This issue will be finalized with the selected bidder.
81	III/21	19	Confidentiality	The confidentiality obligations are perpetual – need to limit them to the contract Term and for a period of two years thereafter.	Not accepted.
82	III/25	24	Termination	Termination –for breach provisions are one sided – need to have reciprocal right of termination to the Bidder- in event of breach of any terms and conditions of the contract.	Clause remains unchanged.