

**Reply to Pre-bid Queries in respect of Tender No. T-11014/20/2017-Tech**  
**"Tender for Comprehensive Annual Maintenance Contract (CAMC) of CISCO make Switches & Firewall"**

Sr. No.	Clause No.	Clause name	Page number in Section	Existing Provision in the Clause	Clarification Sought	UIDAI Remarks/ Clarifications
1	8	Limitation of Liability	26	Except in case of gross negligence or willful misconduct on the part of the vendor or on the part of any person or company acting on behalf of the vendor in executing the work or in carrying out the services, the vendor, with respect to damage caused by the vendor to property and/ or assets of the purchaser or of any of the Purchaser's vendors, shall not be liable to Purchaser:(a) For any indirect or consequential loss or damage; and(b) For any direct loss or damage that exceeds(i) The Contract Value, or(ii) The proceeds the vendor may be entitled to receive from any insurance maintained by the Vendor to cover such a liability, whichever of (i) or (ii) is higher.2. This limitation of liability shall not affect the Vendor's liability, if any, for damage to Third Parties caused by the Vendor/ Vendor's Team or any person or firm/ company acting on behalf of the Vendor in executing the work or in carrying out the services.	Bidder requests modification:-  Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon. SUBJECT TO THE ABOVE AND NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE CONTAINED HEREIN, THE MAXIMUM AGGREGATE LIABILITY OF WIPRO SHALL BE, REGARDLESS OF THE FORM OF CLAIM, THE CONSIDERATION RECEIVED BY WIPRO FOR THE SOW TO WHICH THE CLAIM RELATES DURING THE PRECEDING THREE (3) MONTHS.	As per RFP
2	4	Notice Inviting Tender	2	Bidder who has downloaded the RFP from the UIDAI website <a href="http://uidai.gov.in/uid-tender">http://uidai.gov.in/uid-tender</a> and Central Public Procurement Portal (CPPP) website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> , shall not tamper/modify the RFP form including downloaded price bid template in any manner. In case if the same is found to be tempered /modified in any manner, Bid will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with UIDAI.	Bidder requests modification: -  Bidder who has downloaded the RFP from the UIDAI website <a href="http://uidai.gov.in/uid-tender">http://uidai.gov.in/uid-tender</a> and Central Public Procurement Portal (CPPP) website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> , shall not tamper/modify the RFP form including downloaded price bid template in any manner. In case if the same is found to be tempered /modified in any manner, Bid will be completely rejected and <del>EMD would be forfeited and Bidder is liable to be banned from doing business with UIDAI.</del>  <b>Forfeiture of EMD and banning is a huge exposure for the bidder. The penalty should be restricted to the rejection of the bid.</b>	As per RFP
3	(iv)	Eligibility Criteria	9	The bidder should not have been blacklisted / banned from carrying out business either with the entire Central Government or the Ministry of Electronics and IT or the UIDAI at the time of bid submission. The scanned copy of the undertaking from bidder in this regard to be submitted. A similar ban subsequent to the submission of the bid, but before the award of the contract, shall also disqualify the bidder.	Bidder requests modification: -  The bidder should not <del>have been</del> <b>be</b> blacklisted / banned from carrying out business either with the entire Central Government or the Ministry of Electronics and IT or the UIDAI at the time of bid submission. The scanned copy of the undertaking from bidder in this regard to be submitted. A similar ban subsequent to the submission of the bid, but before the award of the contract, shall also disqualify the bidder.  <b>The same language suggested by us is mentioned in clause 21. Hence request UIDAI to use the above mentioned language.</b>	Please refer Corrigendum 1
4	2.1	Bid Prices	14	The Financial Proposal/Commercial bid format as mentioned in Annex 4.2.3 of Section IV is also provided as BoQ_CISCO_CAMC.xls along with this tender document at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> . Bidders are advised to download this BoQ_CISCO_CAMC.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, bid will be rejected and Bid Securing Declaration executed/EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.	Bidder requests modification: -  The Financial Proposal/Commercial bid format as mentioned in Annex 4.2.3 of Section IV is also provided as BoQ_CISCO_CAMC.xls along with this tender document at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> . Bidders are advised to download this BoQ_CISCO_CAMC.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, bid will be rejected and <del>Bid Securing Declaration executed/EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.</del>  <b>Forfeiture of EMD and banning is a huge exposure for the bidder. The penalty should be restricted to the rejection of the bid.</b>	As per RFP

Sr. No.	Clause No.	Clause name	Page number in Section	Existing Provision in the Clause	Clarification Sought	UIDAI Remarks/ Clarifications
5	5.2.7 (b)	EMD	16	5.2.7 The bid security may be forfeited:a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; orb) In the case of a successful Bidder, if the Bidder fails;(i) to sign the Contract in accordance with Clause 16;(ii) to furnish performance security in accordance with Clause 17.	Bidder requests modification: -  5.2.7 The bid security may be forfeited:a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; orb) In the case of a successful Bidder, if the Bidder fails;(i) to sign the Contract <b>on mutually agreed terms and conditions</b> in accordance with Clause 16;(ii) to furnish performance security <b>post signing the contract with UIDAI</b> in accordance with Clause 17.	As per RFP
6	8.1	Terms and Conditions of the Bidder	17	Printed terms and conditions (General Conditions) of the Bidders will not be considered as forming part of their Bids.	Bidder requests modification: -  Printed terms and conditions (General Conditions) of the Bidders <b>except for those terms and conditions which are specified as deviations by the bidder</b> will not be considered as forming part of their Bids.	As per RFP
7	12.1	UIDAI's Right to Vary Scope of Contract at the time of Award	18	12.1 The UIDAI may at any time, by a written order given to the Bidder pursuant to Clause 12 of Section III – General Conditions of Contract, make changes within the general scope of the Contract. 12.2 The UIDAI shall reserve the right, not to purchase, any/all the CAMC Services for CISCO make Switches & Firewall. UIDAI shall also reserve the right to place the order phase wise.	<del>12.1 The UIDAI may at any time, by a written order given to the Bidder pursuant to Clause 12 of Section III – General Conditions of Contract, make changes within the general scope of the Contract. 12.2 The UIDAI shall reserve the right, not to purchase, any/all the CAMC Services for CISCO make Switches &amp; Firewall. UIDAI shall also reserve the right to place the order phase wise.</del>	As per RFP
8	15	Notification of Award	18	15.2 Bidder shall furnish acceptance of Notification of Award (NoA) within 10 days of receipt of NoA by the Bidder. The notification of award will constitute the formation of the Contract. 15.3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 17, the UIDAI will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 5.2.	Bidder requests modification: -  15.2 Bidder shall furnish acceptance of Notification of Award (NoA) within 10 days of receipt of NoA by the Bidder <b>provided deviations submitted by the successful bidder are adequately considered by UIDAI</b> . The notification of award will constitute the formation of the Contract. 15.3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 17, the UIDAI will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 5.2.	No Change, Bids with any deviations shall be rejected.
9	16	Signing of the contract	19	16.1 At the same time as the UIDAI notifies the successful Bidder that its bid has been accepted, the UIDAI will send the Bidder the Contract Form (Appendix A of Section VI provided in the Bid Document, incorporating all agreements between the parties). All clarifications, corrigendum, amendments etc. issued by UIDAI for this tender will form part of the contract. 16.2 Within 20 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI.	Bidder requests modification: -  16.1 At the same time as the UIDAI notifies the successful Bidder that its bid has been accepted, the UIDAI will send the Bidder the Contract Form (Appendix A of Section VI provided in the Bid Document, incorporating all agreements between the parties). All clarifications, corrigendum, amendments etc. issued by UIDAI for this tender will form part of the contract. 16.2 Within 20 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract <b>containing mutually agreed terms and conditions</b> and return it to the UIDAI.	As per RFP
10		EMD	19	5.2.5 Unsuccessful Bidder's bid security will be discharged/ returned as promptly as possible but not later than 30 days after award of contract to the selected bidder. 5.2.6 The successful Bidder's bid security will be discharged upon the Bidder executing the Contract, pursuant to Clause 16 and furnishing the performance security, pursuant to Clause 17.	5.2.6 The successful Bidder's bid security will be discharged upon the Bidder <b>executing the Contract, pursuant to Clause 16 and</b> furnishing the performance security, pursuant to Clause 17.	In Clause 5.2.6, Bidder executing the Contract means bidder 'Signing' the Contract.
11	17	Performance Bank Guarantee or Performance Security	19	17.1 Within 15 days of the receipt of notification of award from the UIDAI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at Appendix B of Section VI. 17.2 Failure of the successful Bidder to comply with the requirement of Clause 17.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids	17.1 Within 15 days of <b>the signing of the contract with</b> receipt of notification of award from the UIDAI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at Appendix B of Section VI. 17.2 Failure of the successful Bidder to comply with the requirement of Clause 17.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids	As per RFP

Sr. No.	Clause No.	Clause name	Page number in Section	Existing Provision in the Clause	Clarification Sought	UIDAI Remarks/ Clarifications
12	18.1	Technical Rejection Criteria	19	<p>The following vital technical conditions should be strictly complied with failing which the bid will be rejected:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The Bidder shall be deemed to have complied with all clauses in the Bid document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, and General Terms and Conditions of Contract unless otherwise stated in the deviation statement. Evaluation will be carried out on the information available in the bid.</li> <li><input type="checkbox"/> If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process.</li> <li><input type="checkbox"/> Any conditional bid or bid with any deviation will not be accepted.</li> </ul> <p>Any conditional bid will not be accepted.</p>	<p>Bidder requests modification: -</p> <p>The following vital technical conditions should be strictly complied with failing which the bid will be rejected:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The Bidder shall be deemed to have complied with all clauses in the Bid document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, and General Terms and Conditions of Contract unless otherwise stated in the deviation statement. Evaluation will be carried out on the information available in the bid.</li> <li><input type="checkbox"/> If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process.</li> <li><input type="checkbox"/> Any conditional bid or bid with any deviation will not be accepted.</li> </ul> <p>Any conditional bid will not be accepted.</p>	Please refer Corrigendum 1
13	5	5. Performance Security	25	<p>Within 15 days after the receipt of notification of award of the Contract from the Purchaser, the successful Vendor shall furnish performance security to the Purchaser, which shall be equal to 10 percent (Ten Percent) of the value of the contract in the form of a bank guarantee from a scheduled bank</p>	<p>Bidder requests modification: -</p> <p>Within 15 days after <del>the signing of the contract with</del> receipt of notification of award of the Contract from the Purchaser, the successful Vendor shall furnish performance security to the Purchaser, which shall be equal to 10 percent (Ten Percent) of the value of the contract in the form of a bank guarantee from a scheduled bank</p>	As per RFP
14	5.3	5. Performance Security	25	<p>The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of Vendor.</p>	<p>The performance security should remain valid till for a period of 60 days beyond the date of completion of all contractual obligations of Vendor.</p>	As per RFP
15	9.1.2	Period of Contract	26	<p>CAMC start date for equipments listed in Annexure 4.1.1 will be upon the acceptance and activation of AMC and may vary for different equipments depending on UIDAI requirements.</p>	<p>We are assuming start date to be same for all equipment. Kindly clarify.</p>	As per RFP
16	9.1.3	Period of Contract	26	<p>Notwithstanding the provisions of Clauses 18, 19, 20 and 21, the period of Contract shall be valid subject to the satisfaction of the Purchaser.</p>	<p>Bidder requests modification: -</p> <p><del>Notwithstanding the provisions of Clauses 18, 19, 20 and 21, the period of Contract shall be valid subject to the satisfaction of the Purchaser.</del></p>	As per RFP
17	10	PAYMENT	26	<p>The payment would be made in equal quarterly instalments basis, starting from service activation, after completion of each quarter after the receipt of invoice and on satisfactory completion of maintenance.10.2 Any increase / decrease of the inventory during the period of contract, the consideration may be billed accordingly as per the agreed rate in this contract.10.3 Liquidated Damages prescribed under clause 17 &amp; under clause 32 of Section III of RFP, if applicable, shall be deducted from the quarterly payments.10.4 Liquidated Damages, if any, stipulated in clause 17 of Section III, are liable to be deducted from the first Quarterly Bill of the contractor/ vendor</p>	<p>The payment would be made in equal quarterly instalments basis in advance, starting from service activation, <del>after completion of each quarter after the receipt of invoice and on satisfactory completion of maintenance.</del>10.2 Any increase / decrease of the inventory during the period of contract, the consideration may be billed accordingly as per the agreed rate in this contract.10.3 Liquidated Damages prescribed under clause 17 &amp; under clause 32 of Section III of RFP, if applicable, shall be deducted from the quarterly payments.10.4 Liquidated Damages, if any, stipulated in clause 17 of Section III, are liable to be deducted from the first Quarterly Bill of the contractor/ vendor.Company will pay invoices within fifteen (15) days from the date of invoice, except for those portions of any invoice that the Company disputes in good faith and in writing. Wipro may charge interest at the rate of 1.5% per month for delayed payments. Invoices shall be deemed to have been accepted if Company does not furnish a written objection specifying the nature of the dispute within five (5) days from the date of invoice</p>	As per RFP

Sr. No.	Clause No.	Clause name	Page number in Section	Existing Provision in the Clause	Clarification Sought	UIDAI Remarks/ Clarifications
18	12	Change Order	27-Jan	12.1 The Purchaser may at any time, by a written order given to the Vendor pursuant to Clause 25, make changes within the general scope of the Contract to increase/decrease quantities of services etc. by 50%.12.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this Clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the Purchaser's change order.12.3 The provision of the contract shall apply to revised work/change order as if the revised work/change order has been included in the original scope of work	12.1 The Purchaser may at any time, by a written order given to the Vendor pursuant to Clause 25, make changes within the general scope of the Contract to increase/decrease quantities of services etc. <del>by 50%.</del> With regards the decrease of quantities this should be aligned to OEMs policy, cost involved for any decrease of more than OEMs ploicy shall have to be borned by the customer 12.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended on mutually agreed terms.. Any claims by the Vendor for adjustment under this Clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the Purchaser's change order.12.3 The provision of the contract shall apply to revised work/change order as if the revised work/change order has been included in the original scope of work	As per RFP
19	14	ASSIGNMENT	27	The Vendor shall not assign, its obligations to third party under the Contract, in whole or in part, except with the Purchaser's prior written consent. The permission, if any, of the purchaser has to be taken within 15 days of award of the contract	The agreement between the vendor and third party is separate from the contract signed with the Purchaser. Hence, the Purchaser's written consent is not required in this case. Request to remove this clause	As per RFP
20	16	Delays in the Vendor's Performance	27	An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.	An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to any or all of the following sanctions: <del>forfeiture of its performance security,</del> imposition of liquidated damages to a maximum of 3% of the value of the delayed deliverables <del>annual contract value, and/or termination of the Contract for default.</del>	As per RFP
21	16	Delays in the Vendor's Performance	27	16.2 If at any time during performance of the Contract, the Vendor or its sub-contractor(s) should encounter conditions impeding performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. If the vendor request to the performance of services is not found acceptable to the purchaser, Clause 16.1 would be invoked.	16.2 If at any time during performance of the Contract, the Vendor or its sub-contractor(s) should encounter conditions impeding performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and <b>shall may at its discretion</b> extend the Vendor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. <del>If the vendor request to the performance of services is not found acceptable to the purchaser, Clause 16.1 would be invoked. wherein LD of 3% of the total AMC will be charged..</del>	As per RFP
22	17. Delivery Schedule	17. Delivery Schedule	28	Liquidated Damages will be applied if the vendor is not able to activate the AMC services within two (2) weeks of the acceptance of Notification of Award (by the Bidder). The Purchaser shall without prejudice to its other remedies under the Contract, deduct a sum equivalent to 0.25 per cent of the Total Contract Value per day or part thereof, up to maximum deduction of 5% of the Total Contract Value. If delayed for more than five weeks, the Purchaser may consider termination of the Contract pursuant to Clause 18.	Liquidated Damages will be applied if the vendor is not able to activate the AMC services within two (2) weeks of the acceptance of Notification of Award (by the Bidder). The Purchaser shall without prejudice to its other remedies under the Contract, deduct a sum equivalent to 0.25 per cent of the Total Contract Value per <del>day</del> week or part thereof, up to maximum deduction of 5% of the Total <u>annual</u> Contract Value. If delayed for more than five weeks, the Purchaser may consider termination of the Contract pursuant to Clause 18.	As per RFP
23	18	Termination for Default	28	The Purchaser may, without prejudice to any other remedy for breach of contract, by 60 days prior written notice of default sent to the Vendor, terminate the Contract in whole or in part: (a) If the Vendor fails to deliver Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 16; OR (b) If the Vendor fails to perform any other obligation(s) under the contract.	Request UIDAI to allow 60 days for the vendor to cure the default before sending the notice of default.	As per RFP

Sr. No.	Clause No.	Clause name	Page number in Section	Existing Provision in the Clause	Clarification Sought	UIDAI Remarks/ Clarifications
24	19.3	Force Majeure	28	If a Force Majeure situation rises, the Vendor shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	Bidder requests modification: -  If a force Majeure situation rises, the Vendor shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. <b><u>It stands clarified that the Purchaser shall not be excused from meeting its timely payment obligations during the subsistence of Force Majeure. In case Force Majeure continues for more than sixty (60) days, either Party shall have the right to terminate the contract and in the event of such termination, the Vendor shall be paid for all the goods delivered and services rendered up to the effective date of termination.</u></b>	No Change, Clause is self explanatory.
25	21	21. Termination for Convenience	29	21.1 The Purchaser may by written notice sent to the Vendor, terminate the Contract by giving 90 days notice, in whole or in part at any time of its convenience. The notice of termination shall specify that TENDER NO. T-11014/20/2017-Tech Dated 14th June 2017 UIDAI 2017 Page 28 of 53 termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.	<del>21.1 The Purchaser may by written notice sent to the Vendor, terminate the Contract by giving 90 days notice, in whole or in part at any time of its convenience. The notice of termination shall specify that TENDER NO. T-11014/20/2017-Tech Dated 14th June 2017 UIDAI 2017 Page 28 of 53 termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective</del>  Either Party shall have the right to terminate the agreement at any time. With cause – in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days (or fifteen (15) days in the event of non-payment by the Customer)  Upon expiration or termination of this Agreement all rights and benefits granted by this Agreement shall revert to the respective Parties; and all amounts due for services to Vendor up to the effective date of termination shall be immediately payable.	As per RFP
26	27.2	Price Fall Clause	31	If any time during the contract period the Vendor reduces the sale price, sells or offers to sell such Services to any person/organization including the purchaser or any department of State or Central Govt. or any department. of a State Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to the purchaser and the price payable under the contract for the Services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced	Bidder requests modification:-  If any time during the contract period the Vendor reduces the sale price, sells or offers to sell same Services of comparable quantity and quality to any person/organization including the purchaser or any department of State or Central Govt. or any department. of a State Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract under similar buying circumstances or conditions within the same local geography, he shall forthwith notify such reduction of sale or offer to sell to the purchaser and the price payable under the contract for the Services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.	As per RFP
27	27.2	Price Fall Clause	31	27.3 Prices shall remain firm and shall not be subject to any upward revision on any account whatsoever throughout the currency of contract. The Purchaser, however, reserves the right to review and negotiate the charges payable for Services at the beginning of each year or at any time, whichever is earlier, to incorporate downward revisions as applicable and necessary.	Kindly clarify that the revision in prices in such a case shall be mutually agreed after the negotiations.	As per RFP
28	32.4	32. Service Level Agreement (SLA) - Liquidated Damages	32	32.4 The liquidated damages, imposed in accordance with Clauses 32.2 and 32.3 shall, however, not exceed 10% of the total contracted value, for the defaulted equipment only when it is directly attributable to the bidder.	32.4 The liquidated damages, imposed in accordance with Clauses 32.2 and 32.3 shall, however, not exceed 10% 5% of the total <u>annual</u> contracted value, for the defaulted equipment only when it is directly attributable to the bidder.	As per RFP

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29	32.5	32. Service Level Agreement (SLA) - Liquidated Damages	32	The UIDAI reserves the right to recover the liquidated damages, in accordance with Clauses 32.2, 32.3 and 32.4, from any of the quarterly payment due to the bidder.	Kindly clarify that the recovery of the LD shall be only done from the invoices related to this project.	As per RFP
30	Annexure 4.1.3	Technical Bid Letter	35	<p>3. We agree to abide by our offer for a period of 180 days from the date fixed for the opening of the bids and that we shall remain bound by a communication of acceptance within that time.</p> <p>4. We have carefully read and understood the terms &amp; conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.</p> <p>5. Certified that the bidder is :</p> <p>a) The Constituted attorney of the company and the person signing the bids is the constituted attorney of the Company.</p> <p>OR</p> <p>b) The Principal Officer or his duly Authorized Representative of the Company, and he has the authority to refer to arbitration disputes concerning the business of the Company by virtue of the general power of attorney.</p> <p>7. Bid Securing Declaration/Bid Security (Earnest Money), in original, for an amount equal to Rs. _____ (Rupees _____ only) will be send in original to the mentioned address as per Clause 4 of Section - I and the signed &amp; scanned copy of the same will be made part of the Packet-1 of online bid.</p> <p>8. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.</p>	<p>Bidder requests modification: -</p> <p>3. We agree to abide by our offer for a period of 180 days from the date fixed for the opening of the bids and that we shall remain bound by a communication of acceptance within that time.</p> <p>4. We have carefully read and understood the terms &amp; conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions <b>mutually agreed by the parties.</b></p> <p>5. Certified that the bidder is :</p> <p>a) The Constituted attorney of the company and the person signing the bids is the constituted attorney of the Company.</p> <p>OR</p> <p>b) The Principal Officer or his duly Authorized Representative of the Company, and he has the authority to refer to arbitration disputes concerning the business of the Company by virtue of the general power of attorney.</p> <p>7. Bid Securing Declaration/Bid Security (Earnest Money), in original, for an amount equal to Rs. _____ (Rupees _____ only) will be send in original to the mentioned address as per Clause 4 of Section - I and the signed &amp; scanned copy of the same will be made part of the Packet-1 of online bid.</p> <p><del>8. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.</del></p>	As per RFP

Sr. No.	Clause No.	Clause name	Page number in Section	Existing Provision in the Clause	Clarification Sought	UIDAI Remarks/ Clarifications
31	Annexure 4.2.2	Commercial Bid Letter	38	<p>3. We agree to abide by our offer for a period of 180 days from the date fixed for the opening of the bids and that we shall remain bound by a communication of acceptance within that time.</p> <p>4. We have carefully read and understood the terms &amp; conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.</p> <p>5. Certified that the bidder is :</p> <p>a) The Constituted attorney of the company and the person signing the bids is the constituted attorney of the Company.</p> <p>OR</p> <p>b) The Principal Officer or his duly Authorized Representative of the Company, and he has the authority to refer to arbitration disputes concerning the business of the Company by virtue of the general power of attorney.</p> <p>7. Bid Securing Declaration/Bid Security (Earnest Money), in original, for an amount equal to Rs. _____ (Rupees _____ only) will be send in original to the mentioned address as per Clause 4 of Section - I and the signed &amp; scanned copy of the same will be made part of the Packet-1 of online bid.</p> <p>8. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.</p>	<p>Bidder requests modification: -</p> <p>3. We agree to abide by our offer for a period of 180 days from the date fixed for the opening of the bids and that we shall remain bound by a communication of acceptance within that time.</p> <p>4. We have carefully read and understood the terms &amp; conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions <b>mutually agreed by the parties.</b></p> <p>5. Certified that the bidder is :</p> <p>a) The Constituted attorney of the company and the person signing the bids is the constituted attorney of the Company.</p> <p>OR</p> <p>b) The Principal Officer or his duly Authorized Representative of the Company, and he has the authority to refer to arbitration disputes concerning the business of the Company by virtue of the general power of attorney.</p> <p>7. Bid Securing Declaration/Bid Security (Earnest Money), in original, for an amount equal to Rs. _____ (Rupees _____ only) will be send in original to the mentioned address as per Clause 4 of Section - I and the signed &amp; scanned copy of the same will be made part of the Packet-1 of online bid.</p> <p><del>8. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.</del></p>	As per RFP
32		SECTION V - SCOPE OF WORK	41	<p>(ii) UIDAI will not be responsible if the Bidder has not provisioned some components, sub-components, assemblies, sub-assemblies as part of the bill of material in the Bid. The Bidder will have to make all provisions to meet the schedule of requirements at no additional cost and time implications to UIDAI.</p> <p>(iii) The Bidder should ensure that there is a 24x7 comprehensive onsite support arrangement during the currency of the contract with the OEMs for respective components defined in Annex 4.1.1 of Section IV. The Bidder should ensure that the OEMs have an understanding of the service levels required by UIDAI. The OEMs should provide an undertaking in this regard as per format provided in Section VI, Appendix F.</p> <p>(iv) Any additional components, sub-components, assemblies, sub-assemblies that would be required to meet the desired performance requirements under "live" conditions will have to be provisioned by the Bidder at no additional cost to UIDAI and without any project delays.</p>	<p>Bidder requests modification: -</p> <p><del>(ii) UIDAI will not be responsible if the Bidder has not provisioned some components, sub-components, assemblies, sub-assemblies as part of the bill of material in the Bid. The Bidder will have to make all provisions to meet the schedule of requirements at no additional cost and time implications to UIDAI.</del></p> <p>(iii) The Bidder should ensure that there is a 24x7 comprehensive onsite support arrangement during the currency of the contract with the OEMs for respective components defined in Annex 4.1.1 of Section IV. The Bidder should ensure that the OEMs have an understanding of the service levels required by UIDAI. The OEMs should provide an undertaking in this regard as per format provided in Section VI, Appendix F.</p> <p><del>(iv) Any additional components, sub-components, assemblies, sub-assemblies that would be required to meet the desired performance requirements under "live" conditions will have to be provisioned by the Bidder at no additional cost to UIDAI and without any project delays.</del></p>	As per RFP
33	3.1.2	SECTION V - SCOPE OF WORK	41	<p>The services, including but not limited to the following, should be provided</p> <p>(i) Annual Maintenance of equipments mentioned in Section IV Annexure 4.1.1</p> <p>(ii) Performance, supervision, maintenance and repair of the equipments including spare parts, if required.</p> <p>(iii) Operational support required by the applications running and added, from time to time.</p> <p>(iv) Services for any upgrades, patches or any other related issues.</p>	<p>Bidder requests modification: -</p> <p><del>The following services, including but not limited to the following, should be provided</del></p> <p>(i) Annual Maintenance of equipments mentioned in Section IV Annexure 4.1.1</p> <p>(ii) Performance, supervision, maintenance and repair of the equipments including spare parts, if required.</p> <p>(iii) Operational support required by the applications running and added, from time to time.</p> <p>(iv) <i>Services for any upgrades, patches or any other related issues.</i></p>	As per RFP

Sr. No.	Clause No.	Clause name	Page number in Section	Existing Provision in the Clause	Clarification Sought	UIDAI Remarks/ Clarifications
34	3.1.5	SECTION V - SCOPE OF WORK	42	All the personnel employed by the selected bidder for this contract shall adhere to the security policy of UIDAI and should follow the policy of UIDAI in terms of software, configuration and services.	Kindly provide the security policy of UIDAI	Security policy will be shared with the successful bidder after signing of contract.
35	Appendix H	For for Bid Securing Declaration	54	As per the document	Kindly clarify the steps/procedure of invoking the security in case of default in a scenario where the bidder submits a Bid Securing Declaration.	Details are as mentioned in Tender Document
36	NA	Savings Clause	NA	Clause to be added	Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	As per RFP
37	NA	Intellectual Protection	NA	Clause to be added	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer.	As per RFP
38	NA	Bidders right to terminate	NA	Clause to be added	The bidder shall have the right to terminate the contract in the event any undisputed amount remains unpaid for a period exceeding 15 days.	As per RFP
39			30-31	As per the document	In case services are restored/not impacting the network due to availability of the standby equipment in HA (High Availability) mode or delay in getting the access/gate pass arrangement, Penalty shall not be imposed.	As per RFP
40	NA	NA	NA	NA	The devices/line cards/modules which will be End of Support during the duration of the contract (i.e. 1 year) will be supported till the end of the contract.	The support shall be till End of Support of the items by OEM CISCO and payment will be done proportionately.
41	9.1.1	Period of Contract	25 in Section III	This contract for comprehensive onsite annual maintenance service on 24 x 7 basis will be initially valid for a period of 1 (One) year from the date of activation of services. The Contract Period will be extendable on yearly basis up to further 2 (Two) year on same rates and same terms & conditions of the contract at the sole discretion of the Purchaser.	As per OEM (CISCO) they keep changing their rates on quarterly basis because of dollar fluctuation and changes in international market, so for 1st year we can manage in same price but for 2nd and 3rd years it would not be possible for bidder extended the contract in same price.so request you kindly keep a provision of increases in price at time of renewal of contract at every years around 10%-12% .	As per RFP