

| Sr. No. | Section No. | Clause No. | Page number in clause | Existing provision in the Clause | Clarification Sought | Reply |
|---------|-------------|---------------------|-----------------------|--|---|-------------------------------------|
| 1 | 1.2 | 1.2.2 Other Details | 12 | Site Details - Site 2 – Tier 3 Data Centre Colocation Space at Pune | <p>Kindly replace/change the location of Pune via Mumbai. As Mumbai is having a hub of Datacenters and connectivity will be better</p> <p>In Mumbai we are having Datacenter at Mahape , Navi Mumbai location. CtrlS owns this Mumbai datacenter since more than 05 years. This facility is Asia's largest TIER 4 datacenter, Net neutrality with lots of many benchmarks to help you achieve your goal. In CtrlS Mumbai DC there is no issue of Sea water impact or any other environmental issues. Our Data Centers are equipped with state of art latest technologies. We have many Govt Customers, Banks, PSUs in this Data Center using hosting and Colocation services.</p> | Refer corrigendum |
| 2 | 5.1 | 5.1.5.1 | 86 | The successful bidder shall provide 100 Mbps MPLS line link between proposed Data Centre site and each of the UIDAI's existing Data Centres at Manesar (Haryana) and Hebbal (Karnataka). Additionally, corresponding redundant links from other different service provider(s) shall be needed. Thus, total 4 MPLS links, each of 100 Mbps bandwidth, are required. | Being MPLS link and connectivity and Datacentre Colocation both are separate product/services so you are requested to keep both separately. By doing this Uptime and SLA will be calculated separately and commercially it will be beneficial. | No change |
| 3 | 5.2 | 5.2 | 88 | The Data Centre service provider shall provide the relevant documents and system generated reports for computation of SLAs in timely manner. | Kindly provide the terms like Weekly, Monthly, Quarterly data required. | Monthly reports for SLA calculation |
| 4 | 5.2 | 5.2.1 | 89 | Delay in Availability of Bandwidth | As requested above this should be implemented directly to Bandwidth Provider | No change |
| 5 | | 4.2.3 | 81-(3)Power Cost | | Either additional admin charges of 15% should be considered for power charges or increase PUE to 1.8 instead of 1.6. Existing Formula-Metered units (MU) x power tariff (PT) x PUE (1.6). Suggested Formula-Metered units (MU) x power tariff (PT) x PUE (1.6) x 1.15 (Admin charges and Diesel for Generators) | Refer Corrigendum |

| | | | | | | |
|----|------------------------------------|-------|--------------------------------|--|---|---|
| 6 | | 4.2.3 | 78, 80,81 (2) One Time Cost | | OTC mentioned in RFP is calculated for 10 Racks and as the requirement is scaled up with additional 02 racks and new requirement is 12 racks, kindly increase OTC proportionately. | No change |
| 7 | 1.2 Schedule for Invitation to Bid | 1.2.2 | 12 | Site 1 – Tier 3 Data Centre Colocation Space at Hyderabad | We would like to offer the Data Center in different Seismic Zone i.e Noida in lieu of Hyderabad. | Refer corrigendum |
| 8 | 3.21 | | 55 | The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of 90 days. The notice of termination shall specify that 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. However, there will not be any termination by convenience for first one year after signing of the contract. | Termination shall happen only for cause but not as per customer convenience . The same shall be removed. | No change |
| 9 | 3.37.5 | | 63 | Except in case of gross negligence or wilful 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 in case of direct losses more than the contract value. | Except in case of gross negligence or wilful 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 in case of direct losses more than the annual recurring value. | No change |
| 10 | 5.1.5.9 | | 86 | UIDAI reserves the rights to terminate the links, after commissioning, at any time during the period of the contract by giving due notice of one month for termination | Termination on customer convenience shall not be allowed and as earlier mentioned shall be only for cause. | Purchaser has the right to change the bandwidth service provider in case of non satisfactory or non requirement of services. Also, its not core service of the DC provider. |
| 11 | 5.2.2 | | 90 | Operation Phase Related SLAs- Power availability | It shall be limited to 10% of annual DC space cost. | No change |
| 12 | 5.2.2 | | 92 | Operation Phase Related SLAs- Communication link availability | It shall be limited to 5% of annual link charges. | No change |
| 13 | | | | | All access/ permissions/ rights will be provided by UIDAI to enable bidder perform the required work. Any delay in access/permissions/rights shall not be charged to Airtel in form of penalties. | Yes,with in the terms and conditions of the RFP. |

| | | | | | | |
|----|--|--------|----------------------------|--|---|--|
| 14 | | | | | Road permits if required shall be provided by customer. | Road permits for bandwidth is the prerogative of Bandwidth service provider. For DC premises permission has to be provided by DC provider. |
| 15 | Section II- Instruction to Bidders | 2.18 | Page no: 35, point 4 | The bidder should have minimum annual turnover of Rs 50 Crore from Data Centre related services in each of the last 3 financial years (FY 2014-15, 2015-16, 2016-17) | Can this clause be revised as below : Bidder should have Average turnover of 20-25 Crore in last 3 financial years (FY 2014-15, 2015-16, 2016-17) | No change |
| 16 | Section II- Instruction to Bidders | 2.18 | Page no: 35, point 6 | Submission of copy of Tier-3 Facility Certificate (or above) for the proposed Data Centre site. | Does self-declaration on compliance to Tier-3 Standard suffice here ? | Certification is required |
| 17 | III | 3.18.1 | 54 | Termination for Default | We seek deletion of this clause due to involvement of additional cost on account of replacement services. | No change |
| 18 | III | 3.33 | 59 | Continuing Support | Please specify the period, as to for how long participation/support is required. | Specified in RFP |
| 19 | III | 3.37.1 | 61 | General Indemnity | We would like to know, if we can make this clause mutual. | No change |
| 20 | III | 3.37.2 | 61 | IPR Indemnity | Please let us know, if this clause can be deleted as there is no intellectual property developed or created in our scope of service. | No change |

| | | | | | | |
|----|-----|---------|----|-----------------------------|---|--|
| 21 | III | 3.37.5 | 63 | Limitation of Liability | We recommend the below mentioned clause as your clause is not acceptable to us: NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR (B) ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF PURCHASER, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES, ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. FOR ANY LIABILITY NOT EXCLUDED BY THE FOREGOING , VENDOR SHALL IN NO EVENT BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF SPACE CHARGES (EXCLUDING POWER CHARGES) COLLECTED BY VENDOR PURSUANT TO THE APPLICABLE COF GIVING RISE TO THE LIABILITY | No change |
| 22 | III | 5.1.8.4 | 88 | Miscellaneous | We cannot agree to this clause as we will need to a prior written notice from Customer as well as the scope has to be pre-agreed between the Parties for the audit. Kindly consider these inputs | Audit/visit shall be conducted on the services related to UIDAI. |
| 23 | III | 3.3 | 58 | Taxes and Duties | The applicable indirect tax i.e. GST has to be borne by the customer. further, we will not be in a position to produce documentary evidence for each and every invoice as requisitioned by UIDAI. Kindly consider these inputs | Only reduction/increase in duties and taxes due to any reason whatsoever ,after notification of award shall be passed on to purchaser/vendor,after submission of documentary proofs. |
| 24 | III | 3.37.4 | 63 | Risk Purchase | This clause is unacceptable. Kindly consider deletion. | No change |
| 25 | III | 3.36 | 60 | Fall Clause | This clause is unacceptable. Kindly consider deletion. | No change |
| 26 | IV | 4.1.3 | 69 | Acceptance of DC in 4 weeks | We request for the delivery timeline to be increased to 8 weeks | No change |

| | | | | | | |
|----|----|---------|----|---|--|---|
| 27 | IV | 4.2.3 | 76 | Rental charges for rack space (With Racks) , Lan cables ,cooling, electrical points | 1. Lan Cabling scope to be confirmed, request to share network schematic and type of network cabling e.g- Cat6,6A, Single mode, multimode fiber & maximum data point per rack etc. Total cost to be ascertained based on final BOQ and queries posted. | Copper and Fiber cabling are required along with patch chords which are part of one time cost. |
| 28 | IV | 4.2.3 | 81 | UIDAI Will pay total Rs 40,00, 000/ as One time cost for operationalization of DC. This includes cost for caging of area, Racks, IPDU, LAN Cabling (Copper and Fiber) ,power cabling and power point ip to racks, Biometric/Security/Access control system for caging at DC Space , Communication room and seating space. Along with Landline phone, electricity charges till acceptance of site. | 1. Please clarify on type of network connectivity from seating space to colocation room. 2. PSTN services to be arranged by end client, _____ can facilitate during installation with POTS providers. 3. Finger reader at IN and proximity reader at EXIT provided as standard BOQ for access control - please confirm for same. | 1. Copper connectivity 2. To be provided by bidder 3. Biometric access is required at caging area |
| 29 | V | 5.1.3.3 | 84 | For the remaining racks power requirement is estimated 6-8 KVA Per rack | 1. Please clarify total number of racks with 6-8 KVA Density. 2. Please clarify whether all devices are Dual power cord type or single power cord type, if any and quantity the same. Single power cord devices required rack based ATS Solution. | 1. 4 racks in density area and 2 racks in communication room with 6.5 to 8 KVA 2. All devices will be dual source devices |
| 30 | V | 5.1.3.1 | 83 | Initially, each Data Centre to accommodate 12 racks distributed between Data Centre area and communication Room area, with a total power requirement up to 120 KVA in case of additional power requirement. The successful bidder shall provide the same. | Bifurcation of DC & Communication room for rack to be provided along with maximum running power per rack. MMR Room can provide only DC power, clarify if AC Power would be required in communication room also, then AC Power per rack? As standard deliverables communication rack is not dedicated in MMR room but service provider would extend network from its shared resources. e.g Mux and Router - please clarify on same. | In DC there will be 10 racks (4 racks with 6.5 to 8KVA & 6 racks with 9.5 to 12 KVA) and in Communication room it will be 2 racks(6.5 to 8 KVA). Only AC power is required and in some case for MUX, we may require DC Power (which can be accomplished using a |
| 31 | V | 5.1.3.6 | 85 | Specification of IPDU | _____ Team will check the PDU availability as per specification provided by UIDAI & confirm availability, however compatible and alternative product will be suggested in due course will this be acceptable? | Specification as mentioned in RFP need to be met. |
| 32 | V | 5.1.3.8 | 85 | UIDAI requires a separate dedicated power meter for each rack | Power measurement will be achieved by installing CT's and BCMS solution to be installed at breakers of floor PDU. Power will be captured and monitored and represented through BMS System on monthly basis. Is this acceptable and agreeable ? | Rack wise power consumed will be added up to get total power consumption for payment. The readings should be visible and tracked on the meter itself and which may be stored in any system. |

| | | | | | | |
|----|----|---------|-----|---|--|---|
| 33 | V | 5.1.5.1 | 86 | Point of point Link | Network queries and Deliveries will be managed by ____ Network team and separate decussion would be initited by them. | It need to be done as per timelines and SLAAs its responsibility of bidder |
| 34 | V | 6.4.5.2 | 110 | Humidity shall be maintained between 33.5 % to 60 % | Standard env. Of DC Hall is 20+/- 2 degree .C for temperature and 40% -60% for humidity , is this acceptable range ? (RFP Mentions 35.5% lower limit of humidity) | Range has been provided for compliance. No change. |
| 35 | V | 5.2.2.2 | 90 | Power availibilty recorded at all electrical points , powering the racks (Applicable for both sources simumltanosy) | Clarification required on power measurment whether uptime to be calculated on the basic of Single source availability or both sources availibilty below the rack , socket extended from floor PDU. | Based on both the source availability at electrical point powering racks. |
| 36 | VI | 6.5.3.1 | 109 | The tentative office area is 100 sqft comprising 2 seats with correspoding tables/ chairs , and STD telephone for each. The Area shall have air conditonar and fire safe cabinet of 370 Liter with Lock and key | Please confirm whether Fire safe to be provided by ____? Also confirm whether providing 02 seats in open area is acceptable? | Refer corrigendum for fire safe. Seats are required in secured area as mentioned in RFP. |
| 37 | V | 5.1.7.2 | 87 | The successful bider shall provide biometric access control to office area | As per Clause number 6.5.3.1 , it's metioned , seating Area with Lock and key to be provided , Request to confirm whether providing space in shared area is accpetable ? | Exclusive and Secured area to be provided. |
| 38 | V | 5.1.3.2 | 84 | For some of the racks, power requirment may go up to 12 KVA Per rack , required correspoding cooling tile strength etc. | Having 2X 32 A - 3 Phase socket per rack and 1 +1 - 3 phase vertical power strip , can this suffise meeting maximum 12 KVA Power per rack as per RFP ? Will such high denisty reack not require any additonal commando socket to feed equipement smps directly instead of vertical power strip , please clarify on same. Are there any blade type or stroage type server that would require dedicated sockets ? Area any equipement which are Side throw for hot air ? | No change |

| | | | | | | |
|----|------------------------------|-------------------|-----|---|--|---|
| 39 | V | 5.1.4.1 | 85 | Successful bidder shall provide Passive LAN Cabling (Optical / Fiber) | <p>1. Please mention type of copper(eg 5e, 6, 6A etc) and fiber cables (OM3, OM4 etc) to be laid</p> <p>2. Please mention preferred make of copper and fiber cables</p> <p>3. Please mention number of copper ports required for inter rack cabling</p> <p>4. Please mention number of fiber ports required for inter rack cabling</p> <p>5. Please mention length and number of copper and fiber patch cords required.</p> | <p>1. Cables should meet latest TIA 942 (CAT 6A)</p> <p>2. Compliance to TIA standard</p> <p>3. The cabling assumes required number of 25m cables terminated at both ends with connectors at patch panel. The number of copper and fibre ports are estimated to be around 100 and 125, respectively.</p> <p>4. 3m copper around 200</p> <p>5. 3m fiber around 250</p> |
| 40 | V | 5.1.3.1 | 83 | As per corrigendum 1 (Initially, each Data Centre to accommodate 12 racks distributed between Data Centre area and communication Room area, with a total power requirement up to 120 KVA in case of additional power requirement. The successful bidder shall provide the same. | Total power required 120 KVA (Server Rack are 12 Racks) so average power is 10.KVA . Please confirm power factor considered (e.g 0.8 ,0.9) | KVA rating does not have PF implications. In DC there will be 10 racks (4racks with 6.5 to 8KVA & 6 racks with 9.5 to 12 KVA) and in Communication room it will be 2 racks(6.5 to 8 KVA). |
| 41 | E | 6.5.2 | 108 | The communication room tentatively of 80 sqft shall provide clear dedicated space for 2 Racks , with entire cage area is with biometric access | 02 X 800 mm Racks planned as communication racks, is this required at Meet- me- Room (Common Carrier Room) or attach to cage area which proposed. | separate Meet-Me-Room required with caged and biometric access. |
| 42 | I | 1.1 | 7 | Invitation to bid is for providing Tier3 Data center space to co-host UIDAI Services at two sites Namely Site 1 (Hyderabad)and Site 2 (Pune) | We proposed Hyderabad as Site 1 & as Site 2 we are proposing Gift (Ahmedabad), Request UIDAI To confirm if they are fine with Site 2 proposed location. | Refer corrigendum |
| 43 | 5 Section V – Scope OfWork | 5.1.5.2 | 86 | 5.1.5.2 Presently, UIDAI has links deployed in its existing DCs from all Telecom Service Providers (e.g. BSNL, Airtel, Reliance). The successful bidder has to assure that the termination of these links is feasible at the proposed site. | How many Fiber cross connects are needed initially? How many Copper cross-connects are needed? | One Fiber cross connects required per TSP to each data center |
| 44 | 5.1.3 Electrical requirement | 5.1.3.2 & 5.1.3.3 | 84 | <p>5.1.3.2 For some racks, the power requirement may go up to 12 KVA per rack, requiring corresponding cooling, tile strength, etc.</p> <p>5.1.3.3 For the remaining racks, the power requirement is estimated to be 6-8 KVA per rack.</p> | How many of the 10 racks required in Data Center will be of 8 KVA and How many will be of 12 KVA consume power. Please provide details. | In DC there will be 10 racks (4racks with 6.5 to 8KVA & 6 racks with 9.5 to 12 KVA) and in Communication room it will be 2 racks(6.5 to 8 KVA). |

| | | | | | | |
|----|--|----------------|----|--|--|------------------------------------|
| 45 | 1.2.2 Other Details | 1.2.2 | 13 | <p>Bid Securing Declaration or Earnest Money Deposit (EMD) :- INR 20 Lakh for Site 1 or INR 20 Lakh for Site 2 or Two separate EMD of INR 20 Lakh each, if applied for both Sites by Bank Guarantee (as per format attached in Appendix C) or Bid Securing Declaration (as per format in Appendix F), separately for each site applied.</p> | <p>Bid Securing Declaration or Earnest Money Deposit (EMD) :- INR 5 Lakh for Site 1 or INR 5 Lakh for Site 2 or Two separate EMD of INR 5 Lakh each, if applied for both Sites by Bank Guarantee (as per format attached in Appendix C) or Bid Securing Declaration (as per format in Appendix F), separately for each site applied.</p> | No change |
| 46 | 2.10 Firm Prices | 2.1 | 31 | Any change in taxes will be adjusted accordingly in the payment structure. | Any change in taxes will be borne by the Customer. | No change Refer clause 3.30 (1) |
| 47 | 2.32 Performance Bank Guarantee (PBG) | 2.32 | 43 | Within 15 days of the receipt of notification of award of the contract from the purchaser, the successful Bidder shall furnish the PBG as per format prescribed in Appendix B of clause 6.2 | Within 30 days of the receipt of notification of award of the contract from the purchaser, the successful Bidder shall furnish the PBG as per format prescribed in Appendix B of clause 6.2 | No change |
| 48 | 2.32 Performance Bank Guarantee (PBG) | 2.32 | 43 | This Performance Bank Guarantee will be for a total amount equivalent to 10% of contract value i.e bid value determined by UIDAI through reverse auction against site and the one time fixed payment. The validity of PBG shall be till T0+7 years and 5months. However, PBG should remain valid for 60 days beyond contractual obligations. (To is date of issue of Lol/NOA) | The successful bidder shall furnish the contract performance bank guarantee equivalent to 10% of the one year contract value which can be renewed every year. | Refer corrigendum |
| 49 | 4.2.3 Cost Of Goods / Services Offered | 4.2.3 Point 3) | 81 | <p>3) Power Cost A separate power meter to be provided by successful bidder and power will be payable on actual usage (IT load) basis. The following is the formula for calculating the power cost in a Data Center: Metered units (MU) x power tariff (PT) x PUE (1.6) The Power Tariff (PT) will be computed from the power bill received from the electricity board for the Data Centre Power Tariff (PT) = (Total Cost of Power at DC/ Total no. of units at DC)</p> | <p>3) Power Cost A separate power meter to be provided by successful bidder and power will be payable on actual usage (IT load) basis. The following is the formula for calculating the power cost in a Data Center: Metered units (MU) x power tariff (PT) x PUE (1.6) The Power Tariff (PT) will be computed from the power bill received from the electricity board for the Data Centre with addition of DG wheeling (Diesel) charges and taxes. Power Tariff (PT) = (Total Cost of Power at DC/ Total no. of units at DC)</p> | Refer corrigendum |

| | | | | | | |
|----|----------------------------------|--------|----|--|---|-------------------|
| 50 | 3.9 Period Of Contract | 3.9 | 51 | This contract for “Tier 3 Data Centre Space to Co-Host UIDAI Services” shall be valid for a total period of 7 (Seven) Years from date of acceptance of Notification of award by the successful bidder(s) for each site as per clause 2.30 of section II of RFP. The purchaser may extend the contract upto further 2 years on same terms and conditions of this contract at the sole discretion of the Purchaser. The rate for such extension will be annual cost payable to vendor. | This contract for “Tier 3 Data Centre Space to Co-Host UIDAI Services” shall be valid for a total period of 7 (Seven) Years from date of acceptance of Notification of award by the successful bidder(s) for each site as per clause 2.30 of section II of RFP. The purchaser may extend the contract upto further 2 years with mutual agreement . The rate for such extension will be annual cost payable to vendor. | No change |
| 51 | 3.10.4 Electricity Cost | 3.10.4 | 51 | Electricity Cost on actual (to be determined through formula as mentioned in 4.2.3) will be paid after end of each quarter starting from acceptance of site. Relevant electricity bills and power consumption details to be provided along with invoice. | PUE should be between 1.9 to 2.0 | Refer corrigendum |
| 52 | 3.12 Change Orders | 3.12 | 52 | UIDAI reserves the right to increase the colocation space, power, bandwidth, etc requirements of upto 100% of the requirements mentioned in the RFP . UIDAI may also decrease the quantity/requirements by 50% at its sole discretion. In case of any increase/ decrease in quantities/requirements of any service/component, unit rate for service/component indicated in the contract will be applicable. | UIDAI reserves the right to increase the colocation space, power, bandwidth, etc requirements of upto 100% of the requirements mentioned in the RFP . UIDAI may also decrease the quantity/requirements by 50% with mutually agreed commercials . In case of any increase/ decrease in quantities/requirements of any service/component, unit rate for service/component indicated in the contract will be applicable. Any extra cost for increase in requirement will pass through the UIDAI. | No change |
| 53 | 3.17 Liquidated Damages | 3.17 | 53 | The overall liquidated damages will be maximum of 10% of the Contract value of the respective DC where LD is applicable. | The overall liquidated damages will be maximum of 5% of the Contract value of the respective DC where LD is applicable. | No change |
| 54 | 3.18 Termination for Default | 3.18 | 54 | Purchaser shall provide notice of thirty (30) days to meet the services | Purchaser shall provide notice of ninety (60) days to meet the services | No change |
| 55 | 3.21 Termination for Convenience | 3.21 | 55 | The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of 90 days. The notice of termination shall specify that 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. However, there will not be any termination by convenience for first one year after signing of the contract. | The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of 180 days . The notice of termination shall specify that 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. However, there will not be any termination by convenience for first one year after signing of the contract. | No change |

| | | | | | | |
|----|---|-------|----|---|--|-------------------|
| 56 | 3.30 Taxes and Duties | 3.3 | 58 | The Vendor shall be entirely responsible for all taxes, duties, license fees, demurrage charges etc., incurred until provisioning of good and services to the Purchaser. If there is any reduction/increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/vendor. | The Vendor shall be entirely responsible for all taxes, duties, license fees, demurrage charges etc., incurred until provisioning of good and services to the Purchaser. However, If there is any reduction/increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be borne by the Purchaser. | No change |
| 57 | 4.1.3 Delivery Schedule | 4.1.3 | 69 | 1.Project Initiation T0 2. Availability of DC space , power bandwidth T0+ 4Weeks 3. Availability of Racks, LAN, Power in Racks T0+ 5Weeks 4. Acceptance of DC Within 4 weeks after Availability of DC Space, bandwidth, power, racks, LAN components, etc | 1.Project Initiation T0 2. Availability of DC space, power bandwidth T0+ 8Weeks 3. Availability of Racks, LAN, Power in Racks T0+ 10Weeks 4. Acceptance of DC Within 8 weeks after Availability of DC Space, bandwidth, power, racks, LAN components, etc | No change |
| 58 | 3) Power Cost | 3 | 81 | A separate power meter to be provided by successful bidder and power will be payable on actual usage (IT load) basis. The following is the formula for calculating the power cost in a Data Center: Metered units (MU) x power tariff (PT) x PUE (1.6) | PUE should be between 1.9 to 2.0 | Refer corrigendum |
| 59 | 5.2.1 Implementation Phase related Performance Levels | 5.2.1 | 89 | Delay in Availability of DC space (including Server Room, Communication Room and Office Areas) :- Upto 5 days NIL > 5 days &≤ 10 days 0.1% of annual DC space cost* > 10 days &≤ 30 days 0.5% of annual DC space cost* > 30 days 1% of annual DC spacecost* for every 30 days (or part thereof) | Delay in Availability of DC space (including Server Room, Communication Room and Office Areas) :- Upto 30 days NIL > 30 days &≤ 40 days 0.1% of annual DC space cost* > 40 days &≤ 60 days 0.5% of annual DC space cost* > 60 days 1% of annual DC spacecost* for every 60 days (or part thereof) | No change |

| | | | | | | |
|----|---|---------|----|--|---|--|
| 60 | 5.2.1 Implementatio n Phase related Performance Levels | 5.2.1 | 89 | Delay in Availability of Bandwidth :- Upto 5 days NIL > 5 days & <= 10 days 0.1% of annual DC space cost* > 10 days & <= 30 days 0.5% of annual DC space cost* > 30 days 1% of annual DC spacecost* for every 30 days (or part thereof) | Delay in Availability of Bandwidth :- Upto 30 days NIL > 30 days & <= 40 days 0.1% of annual DC space cost* > 40 days & <= 60 days 0.5% of annual DC space cost* > 60 days 1% of annual DC spacecost* for every 60 days (or part thereof) | No change |
| 61 | 5.2.1 Implementatio n Phase related Performance Levels | 5.2.1 | 89 | Delay In successful Acceptance test :- <=15 days NIL For every day after 15 days 0.1% of annual DC space cost* | Delay In successful Acceptance test :- <=45 days NIL For every day after 45 days 0.1% of annual DC space cost* | No change |
| 62 | 5.2.2 Operation Phase Related SLAs | 5.2.2 | 90 | Target :- Luiquidated Damages >=99.982% NIL >= 99.972% to < 99.982% 5% of the monthly portion >= 99.962% to < 99.972% 7.5% of the monthly portion >=99.932 to < 99.962% 10% of the monthly portion <99.932% Event of Default.Penalty of 25% of monthly portion | Target Luiquidated Damages >=99.5% NIL >= 99.00% to < 99.5% 5% of the monthly portion >= 98.50% to < 99.00% 7.5% of the monthly portion >=98.00 to < 98.50% 10% of the monthly portion <98.00% Event of Default.Penalty of 25% of monthly portion | No change |
| 63 | 5.1.2 Area Requirement | 5.1.2.6 | 84 | In case UIDAI needs to monitor the Data Centre remotely, the successful bidder should be able to provide the feed for the same. | As per the security concern remote monitoring access is not possible. | Remote access shall be through secured links.In addition Physical access to BMS room and reports to be provided on need basis |
| 64 | 5.1.2 Area Requirement | 5.1.3.6 | 85 | Specifications of IPDU to be provided are as below - 3Ph, 415V, 32A, Horizontal standard 1-Urack mount power distribution unit with 3 X C13 & 9 XC 19, 5m power cord Inlet Plug IEC309 32A 4P +E plug, 16AMCB X for each C19 socket -. It shall support IPDU-level metering, (plugand-play environmental sensors, metering current (amps), voltage, power (kVA, kW), kWh) and power factor. Temperature + humidity 2-in-1 sensor + 2m cord. It should be compatible for integrating with Enterprise management systems tool CA eco-meter | Kindly confirm how many rack needs three phase supply. | All racks needs to be three phase |

| | | | | | | |
|----|---|---------|-----|---|---|--|
| 65 | 5.1.6 Building Management System & Data Centre Infrastructure Management | 5.1.6.5 | 87 | There should be CCTV monitoring for surveillance of Building entrance, exits and other critical areas where UIDAI's components are placed. Activities to be recorded and the archival should be kept for three month or more (as per specific request from UIDAI). | Max 3 months recording will be provided. | Recording can be provided to UIDAI every month |
| 66 | 6.5.3 Office/Seating Area | 6.5.3.1 | 109 | The tentative Office area is 100 sqft, comprising 2 seats with corresponding Tables/Chairs and STD telephone for each. The area shall have air conditioning and a fire safe cabinet (370 Litre) with lock and key. | Kindly share the fire safe cabinet size. There can be monthly telephone bill and that can be on variable on monthly basis Pls add this in financial bid | Fire safe cabinet size already provided as 370L. Refer corrigendum. |
| 67 | General | | | CCTV requirement in cage | Kindly share the no of CCTV requirement in Cage. | There shouldn't be any uncovered area |
| 68 | General | | | CoLo space at Pune and Hyderabad | Request to kindly add Mumbai/Navi Mumbai location also | Refer Corrigendum |
| 69 | General | | 81 | CoLo space added from 8+2 to 10+2. The one time cost of Rs 40 Lakhs has remained the same | Request to kindly either enhance this amount or let the vendor quote for this amount. | No change |
| 70 | Preamble | 1.1 (c) | 7 | Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection. | Request UIDAI to consider the below modification : Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection. | No change |
| 71 | Preamble | 1.1 (d) | 8 | Tenderer who has downloaded the tender from the UIDAI website www.uidai.gov.in and Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and Bid Securing Declaration will be executed/ EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI. | Request UIDAI to consider the below modification : Tenderer who has downloaded the tender from the UIDAI website www.uidai.gov.in and Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and Bid Securing Declaration will be executed/ EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI. | No change |
| 72 | Schedule for Invitation to Bid | 1.2 (c) | 9 | 180 days from the date of opening of Pre-Qualification Bids. | Request UIDAI to consider the below modification : 180 days from the date of opening receiving of Pre-Qualification Bids. | No change |

| | | | | | | |
|----|----------------------------------|------------|----|---|--|-----------|
| 73 | Procedure for Submission of Bids | 2.1 (g) | 19 | The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid. The Bid documents can generally be in the PDF/ XLS/ RAR formats. The Bid documents may be scanned with 100 dpi with black and white option | Request UIDAI to consider the below modification : The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid. The Bid documents can generally be in the PDF/ XLS/ RAR formats. The Bid documents may be scanned with 100 dpi with black and white option | No change |
| 74 | Bid Securing Declaration | 2.3.1 (d) | 26 | In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP. During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. | Request UIDAI to consider the below modification : In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the mutually agreed terms and conditions (including timelines for execution of the Agreement), of this RFP or fails to furnish the Performance Bank Guarantee after signing the contract, in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP. During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. | No change |
| 75 | Bid Securing Declaration | 2.3.1 (e) | 26 | The decision of the Purchaser regarding execution of Bid Securing Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances. | Request UIDAI to remove this clause as this gives UIDAI unilateral right to execute the Bid Securing Declaration. | No change |
| 76 | Earnest Money Deposit | 2.3.2 (g) | 27 | EMDs of all unsuccessful Bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the awards of contract. | Request UIDAI to consider the below modification : EMDs of all unsuccessful Bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the selection of a successful bidder awards of contract. | No change |

| | | | | | | |
|----|---------------------------------|-----------|----|--|--|-----------|
| 77 | Earnest Money Deposit | 2.3.2 (j) | 27 | <p>The EMD may be forfeited:</p> <ul style="list-style-type: none"> • If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any. • In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP. • During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. • Bidding for wrong site in reverse auction process. <p>k) The decision of the Purchaser regarding forfeiture of the EMD shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.</p> | <p>Request UIDAI to consider the below modification :</p> <p>The EMD may be forfeited:</p> <ul style="list-style-type: none"> • If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any. • In case of a successful Bidder, if the Bidder fails to sign the Agreement on mutually agreeable terms.in-accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee after signing the contract in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP. • During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. • Bidding for wrong site in reverse auction process. <p>k) The decision of the Purchaser regarding forfeiture of the EMD shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.</p> | No change |
| 78 | Period of Validity Bids | 2.13 - 1 | | <p>Bids shall remain valid for 180 days after the date of opening of Pre-Qualification and Technical Bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.</p> | <p>Request UIDAI to consider the below modification :</p> <p>Bids shall remain valid for 180 days after the date of receiving opening of Pre-Qualification and Technical Bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.</p> | No change |
| 79 | Terms and Conditions of Bidders | 2.15 | | <p>1. Printed terms and conditions of the Bidders will not be considered as forming part of their Bids.</p> <p>2. The Bidder should note that any deviation (s) or non-compliance will lead to rejection of bid.</p> | <p>Request UIDAI to consider the below modification :</p> <p>1. Printed terms and conditions of the Bidders will not be considered as forming part of their Bids.</p> <p>2. The Bidder should note that any deviation (s) or non-compliance will lead to rejection of bid.</p> | No change |

| | | | | | | |
|----|---|--------------------------|----|--|--|-----------|
| 80 | Conditions for pre-qualification of bidders | 2.18 - 8Project s Hosted | 36 | The bidder must provide the following documents for each of the two customers: a) Copy of work order/contract/purchase order showing that the hosting service was provided for at least twelve (12) months and that area availed by the customer was atleast 250 sq. feet b) Availability uptime report approved by the customer; c) Copy of certified As-Build Data Centre floor layout drawing indicating the Data Centre space (above 250 sq. feet) availed by the customer. | Request UIDAI to consider the below modification : The bidder must provide the following documents for each of the two customers: a) Copy of work order/contract/purchase order Certificate from customer showing that the hosting service was provided for at least twelve (12) months and that area availed by the customer was atleast 250 sq. feet b) Availability uptime report approved by the customer; c) Copy of certified As-Build Data Centre floor layout drawing indicating the Data Centre space (above 250 sq. feet) availed by the customer. Reason being multiple projects are under NDA and sharing the work order/contract/purchase order will not be possible | No change |
| 81 | Notification of Award (NOA) | 2.30 (2) (3) | 43 | (1) UIDAI will notify through Notification of Award (NOA) the successful Bidder for each site in writing by letter or by email, to be confirmed in writing by letter, that its bid has been accepted. Within 10 days of receipt of this NOA, the successful bidder has to render his acceptance of notification of this award. (2) The date of acceptance of Notification of award by the bidder will constitute the formation of the Contract. (3) Upon the successful Bidder's furnishing of performance security pursuant to Clause 2.32, the UIDAI will promptly notify each unsuccessful Bidder and will discharge their EMD/Bid Securing Declaration. | Request UIDAI to consider the below modification : (1) UIDAI will notify through Notification of Award (NOA) the successful Bidder for each site in writing by letter or by email, to be confirmed in writing by letter, that its bid has been accepted. Within 10 days of receipt of this NOA, the successful bidder has to render his acceptance of notification of this award. Provided the bidders deviations to the RFP are adequately considered. (2) The date of acceptance of Notification of award by the bidder will constitute the formation of the Contract. (3) Upon the successful Bidder's furnishing of performance security pursuant to Clause 2.32, the UIDAI will promptly notify each unsuccessful Bidder and will discharge their EMD/Bid Securing Declaration. | No change |
| 82 | Performance Bank Guarantee (PBG) | 2.32 - 1 | 43 | Within 15 days of the receipt of notification of award of the contract from the purchaser, the successful Bidder shall furnish the PBG as per format prescribed in Appendix B of clause 6.2 | Request UIDAI to consider the below modification : Within 15 days of the contract signing receipt of notification of award of the contract from the purchaser , the successful Bidder shall furnish the PBG as per format prescribed in Appendix B of clause 6.2 | No change |
| 83 | Signing of Contract | 2.31 -2 | 43 | Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI. | Request UIDAI to consider the below modification : Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract containing mutually agreed terms and conditions and return it to the UIDAI. | No change |

| | | | | | | |
|----|---|-----------------|----|--|---|-------------------|
| 84 | Performance Bank Guarantee (PBG) | 2.32 - 3 | 43 | This Performance Bank Guarantee will be for a total amount equivalent to 10% of contract value i.e bid value determined by UIDAI through reverse auction against site and the one time fixed payment. The validity of PBG shall be till T0+7 contractual obligations. (To is date of issue of Lol/NOA) | Bidder request to accept PBG of 10% annual value of the contract effective till completion of the project, | Refer corrigendum |
| 85 | Performance Bank Guarantee (PBG) | 2.32 - 9 | | In case the project is delayed beyond the project schedule as mentioned in clause 4.1.3, the performance bank guarantee shall be accordingly extended. | Request UIDAI to consider the below modification : In case the project is delayed beyond the project schedule as mentioned in clause 4.1.3, the performance bank guarantee shall be accordingly extended. Provided that the delay was solely attributable to the bidder. | No change |
| 86 | Rejection Criteria - Technical Criteria Rejection | 2.34 (1.) (ii) | 45 | 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, Technical specifications, Timelines and General Terms and Conditions of Contract. Evaluation will be carried out on the information available in the bid. | Request UIDAI to consider the below modification : 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, Technical specifications, Timelines and General Terms and Conditions of Contract. Evaluation will be carried out on the information available in the bid. | No change |
| 87 | Rejection Criteria - Technical Criteria Rejection | 2.34 (1.) (iii) | 45 | If the information provided by the Bidder is found to be incorrect /misleading at any stage / time during the Bidding Process the bid will be rejected and Bid Securing Declaration will be executed/EMD will be forfeited. iv. Bid Securing Declaration will be executed/EMD will be forfeited in case of any breach of Confidentiality clause. | <u>Request UIDAI to consider the below modification</u> :If the information provided by the Bidder is found to be incorrect /misleading at any stage / time during the Bidding Process the bid will be rejected and Bid Securing Declaration will be executed/EMD will be forfeited. iv. Bid Securing Declaration will be executed/EMD will be forfeited in case of any breach of Confidentiality clause. | No change |
| 88 | Patent Rights | 3.5 | 49 | The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from the use of the Goods and services or any part thereof. | Request UIDAI to consider the below modification : The Vendor shall indemnify the Purchaser against all third-party claims of infringement of registered patent, trademark or industrial design rights arising from the use of the Goods and services or any part thereof. | No change |

| | | | | | | |
|----|--------------------|----------|----|--|--|-----------------|
| 89 | Acceptance Tests | 3.6 - 6 | 49 | Acceptance will only be provided after testing of all services provided by the successful bidder/vendor has been completed within 30 days. | Request UIDAI to consider the below modification : Acceptance will only be provided after testing of all services provided by the successful bidder/vendor has been completed within 30 days. After successful testing of systems and subsystems, and should formal acceptance not be communicated to the Vendor within 7 days, UIDAI would be deemed to have accepted the deliverables unconditionally. | No change |
| 90 | Period of Contract | 3.9 - 1 | 51 | This contract for "Tier 3 Data Centre Space to Co-Host UIDAI Services" shall be valid for a total period of 7 (Seven) Years from date of acceptance of Notification of award by the successful bidder(s) for each site as per clause 2.30 of section II of RFP. The purchaser may extend the contract upto further 2 years on same terms and conditions of this contract at the sole discretion of the Purchaser. The rate for such extension will be annual cost payable to vendor. | Request UIDAI to consider the below modification : This contract for "Tier 3 Data Centre Space to Co-Host UIDAI Services" shall be valid for a total period of 7 (Seven) Years from date of acceptance of Notification of award by the successful bidder(s) for each site as per clause 2.30 of section II of RFP. The purchaser may extend the contract upto further 2 years on mutually agreed terms and conditions. same terms and conditions of this contract at the sole discretion of the Purchaser. The rate for such extension will be annual cost payable to vendor. | No change |
| 91 | Period of Contract | 3.9 - 2 | 51 | Notwithstanding the provision of Clauses mentioned above, the period of Contract shall be valid subject to the satisfaction of the Purchaser. | Request UIDAI to consider the below modification : Notwithstanding the provision of Clauses mentioned above, the period of Contract shall be valid subject to the satisfaction of the Purchaser. | No change |
| 92 | Payment Schedule | 3. 10 | 51 | | > Onetime : on completion of the one time setup > Recurring charges(Including Electricity) : Monthly in Arrears | Query not clear |
| 93 | Change Orders | 3.12 - 3 | 52 | UIDAI reserves the right to increase the colocation space, power, bandwidth, etc requirements of upto 100% of the requirements mentioned in the RFP. UIDAI may also decrease the quantity/requirements by 50% at its sole discretion. In case of any increase/ decrease in quantities/requirements of any service/component, unit rate for service/component indicated in the contract will be applicable. | The Requirement of UIDAI shall be provisioned considering the technical feasibility. Please confirm. | No change |

| | | | | | | |
|----|------------------------------------|------|----|---|--|-----------|
| 94 | Sub-contracts | 3.15 | 52 | No sub-contracting of the work either in full or part is allowed. | No sub-contracting of the work either in full or part is allowed without prior consent. However, Vendor may get in services related to Data center infrastructure or related services to any service provider without any consent of UIDAI. Please confirm. | No change |
| 95 | Delays in the Vendor's performance | 3.16 | 53 | 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 | Request UIDAI to consider the below modification : An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable for, imposition of liquidated damages. | No change |
| 96 | Liquidated Damages | 3.17 | 53 | <p>1. If the successful bidder/vendor fails to deliver any or all of the Goods or Services or to perform the Services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Value, as liquidated damages, an amount as mentioned in clause 5.2. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.18.</p> <p>2. During the contract period, if the successful bidder/vendor fails to rectify, the defect in services provided by vendor within time period specified in clause 4.1.3 and the target timelines specified in clause 5.2 from the date and time of reporting, Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Value, as liquidated damages, a sum mentioned in clause 5.2. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.18.</p> <p>3. The overall liquidated damages will be maximum of 10% of the Contract value of the respective DC where LD is applicable.</p> | <p>Request UIDAI to consider the below modification :</p> <p>1. If the successful bidder/vendor fails to deliver any or all of the Goods or Services or to perform the Services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Value, as liquidated damages, an amount as mentioned in clause 5.2. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.18.</p> <p>2. During the contract period, if the successful bidder/vendor fails to rectify, the defect in services provided by vendor within time period specified in clause 4.1.3 and the target timelines specified in clause 5.2 from the date and time of reporting, Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Value, as liquidated damages, a sum mentioned in clause 5.2. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.18.</p> <p>3. The overall liquidated damages will be maximum of 5 % of the Monthly Space Cost of the delayed deliverables Contract value of the respective DC where LD is applicable. LD's shall be the sole and exclusive remedy unde this Agreement.</p> | No change |

| | | | | | | |
|----|-------------------------|----------|----|--|---|-----------|
| 97 | Termination for Default | 3.18 (3) | 54 | In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar Goods including the efforts of the Purchaser for such arrangement. However, the Vendor shall continue performance of the Contract to the extent not terminated. | Request UIDAI to consider the below modification : In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar Goods including the efforts of the Purchaser for such arrangement. However, the Vendor shall continue performance of the Contract to the extent not terminated. Provided however that the Purchaser shall first give a prior reasonable notice to the Vendor to rectify the default and only if the default continues even after the expiry of the cure period shall the Purchaser have the right to invoke this clause. Provided further that the aggregate liability on account of the invocation of this clause shall be restricted to 5% of the charges which otherwise would have been payable to the Vendor had this clause not been invoked. It also stands clarified that in case of termination of the contract for any reason whatsoever, the Vendor shall be paid for all the goods delivered and services rendered up to the effective date of termination. | No change |
| 98 | Force Majeure | 3.19 - 4 | 55 | Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the country shall be a sufficient proof of commencement and cessation of the above circumstances. | Request UIDAI to consider the below modification : Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the country shall be a sufficient proof of commencement and cessation of the above circumstances. | No change |
| 99 | Force Majeure | 3.19 - 5 | 55 | If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods and services received. | Request UIDAI to consider the below modification : If the impossibility of complete or partial performance of an obligation lasts for more than 3 (three) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods and services received and unrecovered investments. | No change |

| | | | | | | |
|-----|-----------------------------|-------|----|--|---|-----------|
| 100 | Termination for Convenience | 3.21 | 55 | The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of 90 days. The notice of termination shall specify that 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. However, there will not be any termination by convenience for first one year after signing of the contract. | Request UIDAI to consider the below modification : The Purchaser Either Party may by written notice sent to the Vendor other Party, terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of 90 days. The notice of termination shall specify that termination is for the Purchaser's Party's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. However, there will not be any termination by convenience for first one year after signing of the contract. In case of termination of this agreement for any reason whatsoever, the Vendor shall be due payments for all services rendered and goods provided as of the effective date of termination. The Purchaser shall also be liable to the Vendor for all unrecovered investments of the Vendor. | No change |
| 101 | Taxes and Duties | 3. 30 | 58 | The Vendor shall be entirely responsible for all taxes, duties, license fees, demurrage charges etc., incurred until provisioning of good and services to the Purchaser. If there is any eduction/increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/vendor .Any tax will be reimbursed by UIDAI only after submission of the proofs of payment of the same | Request UIDAI to consider the below modification : The Vendor shall be entirely responsible for all taxes, duties, license fees, demurrage charges etc., incurred until provisioning of good and services to the Purchaser. If there is any eduction/increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/ vendor .Any tax will be reimbursed by UIDAI only after submission of the proofs of payment of the same | No change |
| 102 | Insurance | 3.31 | 59 | The Goods and services supplied under the Contract shall be fully insured by the Vendor against loss or damage incidental to storage, operations, etc throughout the contract duration. Cost of insurance is deemed to be included in quoted value of the goods and services. | Wipro provides only a comprehensive company wide insurance, and not any transaction specific insurance towards vendor's infrastrcture. However UIDAI shall take independent insurance of the equipement hosted at Vendor Data center. Please confirm. | No change |

| | | | | | | |
|-----|----------------------------|----------|----|--|--|-----------|
| 103 | "No Claim" Certificate | 3.32 | 59 | The Vendor 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 Vendor after he shall have signed a "No claim" certificate in favor of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted. | Request UIDAI to consider the below modification : The Vendor 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 Vendor after he shall have signed a "No claim" certificate in favor of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted. | No change |
| 104 | Continuing Support | 3.33 | 59 | The Vendor shall provide adequate and appropriate support and participation, on a continuing basis, in providing all services to meet the requirements. | Request UIDAI to consider the below modification : The Vendor shall provide adequate and appropriate support and participation, on a continuing basis, in providing all services to meet the requirements, as mutually agreed upon between the parties. | No change |
| 105 | Delivery and Risk Purchase | 3.35 - 1 | 59 | The time and the date of delivery of the goods and services as specified in Section V of this RFP shall be deemed to be the essence of the contract and delivery must be completed as per schedule specified at clause 4.1. | Request UIDAI to consider the below modification : The time and the date of delivery of the goods and services as specified in Section V of this RFP shall be deemed to be the essence of the contract and delivery must be completed as per schedule specified at clause 4.1. | No change |
| 106 | Delivery and Risk Purchase | 3.35 - 3 | 60 | The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the goods and services as specified in Section V of this RFP at the risk and cost of Contractor after giving due notice to the vendor even before completion of the contractual delivery schedule if it becomes apparent that vendor will not be able to fulfill the contractual obligations. In case the vendor fails to complete the supply of goods and services or a portion thereof within the contractual delivery schedule, the Purchaser has the right to purchase the goods and services or a portion thereof at the risk and cost of vendor. | Request UIDAI to consider the below modification : The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the goods and services as specified in Section V of this RFP at the risk and cost of Contractor after giving due notice to the vendor even before completion of the contractual delivery schedule if it becomes apparent that vendor will not be able to fulfill the contractual obligations. In case the vendor fails to complete the supply of goods and services or a portion thereof within the contractual delivery schedule, the Purchaser has the right to purchase the goods and services or a portion thereof at the risk and cost of vendor. Provided however that the Purchaser shall first give a prior reasonable notice to the Vendor to rectify the default and only if the default continues even after the expiry of the cure period shall the Purchaser have the right to invoke this clause. Provided further that the aggregate liability on account of the invocation of this clause shall be restricted to 5% of the charges which otherwise would have been payable to the Vendor had this clause not been invoked. | No change |

| | | | | | | |
|-----|----------------------------|----------|----|--|---|-------------------|
| 107 | Delivery and Risk Purchase | 3.35 - 4 | 60 | In the event of cancellation of the contract by Purchaser at the risk and cost of the vendor, the vendor shall be liable for any loss which the Purchaser may sustain on account of risk purchase but the vendor shall not be entitled to any gain on such purchase made against such default. The manner and method of such purchase shall be at the entire discretion of the Purchaser, whose decision will be final. | Request UIDAI to consider the below modification : In the event of cancellation of the contract by Purchaser at the risk and cost of the vendor, the vendor shall be liable for any loss which the Purchaser may sustain on account of risk purchase but the vendor shall not be entitled to any gain on such purchase made against such default. The manner and method of such purchase shall be at the entire discretion of the Purchaser, whose decision will be final. Provided however that the Purchaser shall first give a prior reasonable notice to the Vendor to rectify the default and only if the default continues even after the expiry of the cure period shall the Purchaser have the right to invoke this clause. Provided further that the aggregate liability on account of the invocation of this clause shall be restricted to 5% of the charges which otherwise would have been payable to the Vendor had this clause not been invoked. | No change |
| 108 | Delivery and Risk Purchase | 3.35 - 5 | 60 | The Purchaser reserves the right to suspend the business with such vendor who defaults in adhering to the contractual delivery schedule, etc as per the contract after giving show cause notice to the vendor and considering his reply if any within 7 days. | Request UIDAI to consider the below modification : The Purchaser reserves the right to suspend the business with such vendor who defaults in adhering to the contractual delivery schedule, etc as per the contract after giving show cause notice to the vendor and considering his reply if any within 7 days. | Refer corrigendum |
| 109 | Fall Clause | 3.36 (a) | 60 | The prices charged for services provided under this contract by the successful bidder shall in no event exceed the lowest price at which the successful bidder sells Services or offers to sell Services of identical description to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract. | Request UIDAI to consider the below modification : The prices charged for services provided under this contract by the successful bidder shall in no event exceed the lowest price at which the successful bidder sells Services or offers to sell Services of identical description/under similar buying circumstances to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract. | No change |

| | | | | | | |
|-----|-------------------|----------|----|---|--|-----------|
| 110 | Fall Clause | 3.36 (b) | 60 | If any time during the contract period the successful Bidder 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. | Request UIDAI to consider the below modification : If any time during the contract period the successful Bidder reduces the sale price, sells or offers to sell such Services under similar buying circumstances 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. | No change |
| 111 | General Indemnity | 3.37.1 | 61 | Subject to Clause 3.37.2 below, the successful bidder/vendor (the "Indemnifying Party") undertakes to indemnify the Purchaser and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, wilful default, lack of due care or breach of terms of this Agreement. | Request UIDAI to consider the below modification : Subject to Clause 3.37.2 below, the Parties successful bidder/vendor (the "Indemnifying Party") undertakes to indemnify the other Party Purchaser and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's gross negligence, wilful default, lack of due care or breach of terms of this Agreement. | No change |

| | | | | | | |
|-----|----------------------|--------------|----|---|--|-----------|
| 112 | IPR Indemnity | 3.37.2 | 62 | <p>If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Goods /Deliverables/ Services provided by the Indemnifying Party infringes a copyright, trade secret, patent or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) The Indemnified Party's misuse or modification of the Deliverables; (b) The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) The Indemnified Party's use of the Deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party. If any of the Deliverables is or likely to be held as infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for the Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing.</p> | <p>Request UIDAI to consider the below modification : If Either Party the Indemnified Party promptly notifies the other Party Indemnifying Party in writing of a third party claim against it the Indemnified Party that any Goods /Deliverables/ Services provided by the other Party Indemnifying Party infringes a copyright, trade secret, patent or other intellectual property rights of any third party, the other Party Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party Party. The Indemnifying Party Neither Party will not indemnify the Indemnified other Party, however, if the claim of infringement is caused by (a) The Indemnified Party's misuse or modification of the Deliverables; (b) The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) The Indemnified Party's use of the Deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party. If any of the Deliverables is or likely to be held as infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for the Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing.</p> | No change |
| 113 | Conditions Indemnity | 3.37.3 (iii) | 62 | <p>Notwithstanding anything contained herein, the vendor and the Purchaser agree and covenant that a notice by the Purchaser to the vendor in relation to the claim as aforesaid shall amount to express acceptance and consent by the vendor to indemnify the Purchaser for all losses in relation to such claim. Upon notice by the vendor, the Purchaser shall reasonably co-operate with the vendor at the sole costs of the vendor, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the Purchaser. The Purchaser shall have the right, at its option, to participate in the defence of such claim;</p> | <p>Request UIDAI to consider the below modification : Notwithstanding anything contained herein, the vendor and the Purchaser agree and covenant that a notice by the Purchaser to the vendor in relation to the claim as aforesaid shall amount to express acceptance and consent by the vendor to indemnify the Purchaser for all losses in relation to such claim. Upon notice by the vendor, the Purchaser shall reasonably co-operate with the vendor at the sole costs of the vendor, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the Purchaser. The Purchaser shall have the right, at its option, to participate in the defence of such claim;</p> | No change |

| | | | | | | |
|-----|-------------------------|------------|----|---|---|-----------|
| 114 | Risk Purchase | 3.37.4 | 63 | <p>If the vendor fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the Purchaser due to breach of any obligations of the vendor under this Agreement, the Purchaser reserves the right to procure the same or equivalent Goods / Services / Deliverables from alternative sources at the vendor's risk and responsibility. Any incremental cost borne by the Purchaser in procuring such Goods/Services/ Deliverables shall be borne by the vendor. Any such incremental cost incurred in the procurement of the such Goods /Services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable Payments /Security Deposit / Bank Guarantee provided by the vendor under this Agreement and if the value of the Goods/Services/Deliverables under risk purchase exceeds the amount of Security Deposit and / or Bank Guarantee, the same may be recovered, if necessary, by due legal process.</p> | <p>Request UIDAI to consider the below modification : If the vendor fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the Purchaser due to breach of any obligations of the vendor under this Agreement, the Purchaser reserves the right to procure the same or equivalent Goods / Services / Deliverables from alternative sources at the vendor's risk and responsibility. Any incremental cost borne by the Purchaser in procuring such Goods/Services/ Deliverables shall be borne by the vendor. Any such incremental cost incurred in the procurement of the such Goods /Services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable Payments /Security Deposit / Bank Guarantee provided by the vendor under this Agreement and if the value of the Goods/Services/Deliverables under risk purchase exceeds the amount of Security Deposit and / or Bank Guarantee, the same may be recovered, if necessary, by due legal process. Provided however that the Purchaser shall first give a prior reasonable notice to the Vendor to rectify the default and only if the default continues even after the expiry of the cure period shall the Purchaser have the right to invoke this clause. Provided further that the aggregate liability on account of the invocation of this clause shall be restricted to 5% of the charges which otherwise would have been payable to the Vendor had</p> | No change |
| 115 | Limitation of Liability | 3.37.5 - 1 | 64 | <p>1.Except in case of gross negligence or wilful 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.</p> | <p>Request UIDAI to consider the below modification :- 1.Except in case of gross negligence or wilful 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. 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.</p> <p>Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum</p> | No change |

| | | | | | | |
|-----|-------------------------|------------|----|---|---|-----------|
| 116 | Limitation of Liability | 3.37.5 - 2 | 64 | 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. | Request UIDAI to consider the below modification : 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. | No change |
| 117 | Technical Bid Letter | 4.1.2 | 68 | We agree to abide by our offer for a period of 180 days from the date of opening of the bids. | Request UIDAI to consider the below modification : We agree to abide by our offer for a period of 180 days from the date of opening receiving of the bids. | No change |
| 118 | Technical Bid Letter | 4.1.2 | 68 | We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to supply goods and services as per these terms and conditions of the bid document. | Request UIDAI to consider the below modification : We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to supply goods and services as per these the mutually agreed terms and conditions of the bid document. Provided the bidders deviations to the RFP are adequately considered. | No change |
| 119 | Technical Bid Letter | 4.1.2 | 68 | 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. | Request UIDAI to consider the below modification : 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. | No change |
| 120 | Delivery Schedule | 4.1.3 - 1 | 69 | 1. Project Initiation | Request UIDAI to consider the below modification : T0 (To is the day of signing of the contract) Letter of Intent (LOI)/NOA issued by UIDAI) | No change |
| 121 | Commercial Bid Letter | 4.2.2 | 74 | We agree to abide by our offer for a period of 180 days from the date of opening of the bids. | Request UIDAI to consider the below modification : We agree to abide by our offer for a period of 180 days from the date of opening receiving of the bids. | No change |
| 122 | | | 81 | UIDAI will pay total Rs 40,00,000/- (Rs Forty Lakhs Only) as one time cost for operationalization of DC. This includes cost for caging of area, Racks, IPDU, LAN cabling (Copper & Fiber cabling etc.), power cabling and power points upto racks, iometric/Security/ Access control system for caging at DC space, Communication room and seating space along with landline phone, electricity charges till acceptance of site, any other miscellaneous cost etc. | Request UIDAI to give fair chance to quote for one time setup charges till handover of the Rack to UIDAI and consider the said in price bid and also part fo the reverse auction. Electricity charges shall be charge separately rightly from the date of the Power on state. | No change |

| | | | | | | |
|-----|--------------------------|--|-----|---|---|-------------------|
| 123 | | | | <p>separate power meter to be provided by successful bidder and power will be payable on actual usage (IT load) basis. The following is the formula for calculating the power cost in a Data Center: Metered units (MU) x power tariff (PT) x PUE (1.6) The Power Tariff (PT) will be computed from the power bill received from the electricity board for the Data Centre Power Tariff (PT) = (Total Cost of Power at DC/ Total no. of units at DC) For recurring cost payment will be processed quarterly in arrears on submission of invoice The power cost will be paid on actuals as per actual consumption .The meter reading to be taken in presence of UIDAI official and reading noted should be duly acknowledged by UIDAI official</p> | <p>Request UIDAI to consider the below modification : separate power meter to be provided by successful bidder and power will be payable on actual usage (IT load) basis. The following is the formula for calculating the power cost in a Data Center: Metered units (MU) x power tariff (PT) x PUE (4.62)*1.1 > The Power Tariff (PT) will be computed from the power bill received from the electricity board for the Data Centre Power Tariff (PT) = (Total Cost of Power at DC/ Total no. of units at DC). Bidder request to considered consumption of diesel and Handholding cost (aprox 10% of the charges) For recurring cost payment will be processed quarterly in arrears on submission of invoice The power cost will be paid on actuals as per actual consumption .The meter reading to be taken on every month end duly confirmed by UIDAI official.</p> | Refer Corrigendum |
| 124 | Bid Securing Declaration | | 111 | <p>Vendor will automatically be suspended from being eligible for bidding in any contract with the Unique Identification Authority of India (herein referred as Purchaser) for the period of 3 years, starting on bid submission closing date, if Vendor are in breach of any of the following obligation(s) under the bid conditions:- (a) have withdrawn or modified our Bid during the period of bid validity specified in the RFP; or (b) having been notified of the acceptance of Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the terms of the RFP Vendor understand that this declaration shall expire if Vendor are not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.</p> | <p>Bidder requests modification: - Vendor will automatically be suspended from being eligible for bidding in any contract with the Unique Identification Authority of India (herein referred as Purchaser) for the period of 3 years, starting on bid submission closing date, if Vendor are in breach of any of the following obligation(s) under the bid conditions:- (a) have withdrawn or modified our Bid during the period of bid validity specified in the RFP; or (b) having been notified of the acceptance of Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the terms of the RFP Vendor understand that this declaration shall expire if Vendor are not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.</p> | No change |

| | | | | | | |
|-----|--------------------------|---------|-----|---|--|-----------|
| 125 | Savings Clause | NA | NA | Clause to be added | Vendor'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 Vendor's performance is affected , delayed or causes non-performance due to UIDAI's omissions or actions whatsoever. | No change |
| 126 | Deemed Acceptance | NA | NA | Clause to be added | Services and/or deliverables shall be deemed to be fully and finally accepted by the Purchaser in the event when the Purchaser has not submitted its acceptance or rejection response in writing to the Vendor within 15 days from the date of installation/commissioning or when the Purchaser uses the Deliverable in its business, whichever occurs earlier. Parties agree that the Vendor shall have 15 days time to correct in case of any rejection by Client. | No change |
| 127 | Non-Hire | NA | NA | Clause to be added | During the term of this Agreement and for a period of one year thereafter Purchaser shall not, directly or indirectly, hire or solicit for hire, any of the personnel engaged by Bidder, without the prior written consent thereof from Bidder. Thus, the Purchaser agrees to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to Bidder at law or in equity | No change |
| 128 | Taxes | NA | NA | Clause to be added | Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of Customer. | No change |
| 129 | Non-disclosure Agreement | 6.7 - 1 | 113 | The confidential information to be disclosed by the Purchaser under this Declaration ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us through-out the contract period and will survive the contract period in case we are selected as a successful bidder. | Request UIDAI to consider the below modification : The confidential information to be disclosed by the Purchaser either Party under this Declaration ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We Both Parties hereby agree that this NDA will be binding on us through-out the contract period and will survive the contract period in case we are selected as a successful bidder. | No change |

| | | | | | | |
|-----|--|-------------|----|--|--|--|
| 130 | 1.3.1 Check List of Documents to Be Uploaded in the Pre-Qualification Bid i.e. Packet – 1 (Pre-Qualification Bid, Technical Bid) | V1 in table | | Tier 3 Data Centre Facility Certificate | Request for Modification : Tier 3 Data Centre Facility Certificate/TIA 942 certificate Rated 3 | No change |
| 131 | 2.18 Conditions for Pre-Qualification of Bidders The copy | 13 | 38 | Bidder shall submit the proposed Office area layout clearly indicating the total space being factored for the dedicated Office | Kindly clarify if UIDAI would need any office area and how many sqft of office area is required | Two seater along with 360L fire safe cabinet and STD Phones. Please see the relevant clause in RFP |
| 132 | 4.2 Commercial Bid 4.2.1 Bid Particulars | 6 | 72 | List of organizations already hosted in the proposed Data Centre | Request UIDAI to consider the below modification : We have Non Disclosure Agreements with customers and hence would not be able to name the customer, please confirm if acceptable | No change |
| 133 | 4.2.2 Commercial Bid Letter | 10 | 74 | 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. | Kindly modify the clause "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 Acceptance awarding the Contract, shall constitute a binding contract between us." | No change |
| 134 | T-11014/18/2017-Tech Page 76 of 120 4.2.3 Cost Of Goods / Services Offered | 1 | 79 | Rental charges for Rack space (with racks), LAN cables, cooling, electrical points, etc per year at DC | Kindly modify the clause " Rental charges for Rack space (with racks), LAN cables, cooling, electrical points, etc per year at DC" | No change |
| 135 | T-11014/18/2017-Tech Page 76 of 120 4.2.3 Cost Of Goods / Services Offered | 2 | 79 | Rental charges for Rack space (with racks), LAN cables and electrical points per year at Communication room | Kindly modify the clause " Rental charges for Rack space (with racks), LAN cables, cooling, electrical points, etc per year at Communication room" | No change |

| | | | | | | |
|-----|--|---|----|---|--|--|
| 136 | T-11014/18/2017-Tech Page 76 of 120 4.2.3 Cost Of Goods / Services Offered | 4 | 79 | Cost per year for 100 Mbps point to point lease line to two existing DC of UIDAI | Kindly share address of two existing Dc of UIDAI | Hebbal DC UIDAI Data Centre Complex CA site No.1, NTI Layout, Rajiv Gandhi Nagar, Tata Nagar Entrance, Kodigehalli, Bangalore-560092 (India) Manesar DC UIDAI Data Centre Complex Plot No-1, Sector M2, IMT, Manesar, Gurgaon, Haryana-122050 (India) |
| 137 | T-11014/18/2017-Tech Page 76 of 120 4.2.3 Cost Of Goods / Services Offered | 4 | 79 | Cost per year for 100 Mbps point to point lease line to two existing DC of UIDAI | Kindly confirm L2 link to be provided to UIDAI and termination devices Routers would be provided by UIDAI | Termination device routers to be provided by the bidder / bandwidth service provider |
| 138 | 2) One time cost | 2 | 81 | UIDAI will pay total Rs 40,00,000/- (Rs Forty Lakhs Only) as one time cost for operationalization of DC. This includes cost for caging of area, Racks, IPDU, LAN cabling (Copper & Fiber cabling etc.), power cabling and power points upto racks, Biometric/Security/ Access control system for caging at DC space, Communication room and seating space along with landline phone, electricity charges till acceptance of site, any other miscellaneous cost, etc. | Since UIDAI has defined the cost as 40,00,000 /- Kindly confirm if UIDAI can provide and ensure delivery of same with its contractor and hence this one time cost is not part of RFP. Bidder can facilitate UIDAI in terms of operational support | No change |
| 139 | 2) One time cost | 2 | 81 | UIDAI will pay total Rs 40,00,000/- (Rs Forty Lakhs Only) as one time cost for operationalization of DC. This includes cost for caging of area, Racks, IPDU, LAN cabling (Copper & Fiber cabling etc.), power cabling and power points upto racks, Biometric/Security/ Access control system for caging at DC space, Communication room and seating space along with landline phone, electricity charges till acceptance of site, any other miscellaneous cost, etc. | Request for Modification of clause " UIDAI will pay total Rs 40,00,000/- (Rs Forty Lakhs Only) as one time cost for operationalization of DC. This includes cost for caging of area, Racks, IPDU, LAN cabling (Copper & Fiber cabling etc.), power cabling and power points upto racks, Biometric/Security/ Access control system for caging at DC space, Communication room and seating space along with landline phone, electricity charges till acceptance of site, any other miscellaneous cost, etc." | PI refer corrigendum |

| | | | | | | |
|-----|------------------------------|---------|----|---|---|---|
| 140 | 2) One time cost | 2 | 81 | UIDAI will pay total Rs 40,00,000/- (Rs Forty Lakhs Only) as one time cost for operationalization of DC. This includes cost for caging of area, Racks, IPDU, LAN cabling (Copper & Fiber cabling etc.), power cabling and power points upto racks, Biometric/Security/ Access control system for caging at DC space, Communication room and seating space along with landline phone, electricity charges till acceptance of site, any other miscellaneous cost, etc. | Kindly confirm no caging is required at communication room | Require separate caged area for comm room with biometric access |
| 141 | 2) One time cost | 2 | 81 | UIDAI will pay total Rs 40,00,000/- (Rs Forty Lakhs Only) as one time cost for operationalization of DC. This includes cost for caging of area, Racks, IPDU, LAN cabling (Copper & Fiber cabling etc.), power cabling and power points upto racks, Biometric/Security/ Access control system for caging at DC space, Communication room and seating space along with landline phone, electricity charges till acceptance of site, any other miscellaneous cost, etc. | Kidnly confirm if inter rack cabling is excluded from the one time cost | One time cost includes everthing. |
| 142 | 3) Power Cost | 3 | 81 | Metered units (MU) x power tariff (PT) x PUE (1.6) | request for modification of the clause " Metered units (MU) x power tariff (PT) x PUE-(1.6) (2.0)" | Refer Corrigendum |
| 143 | 3) Power Cost | 3 | 81 | For recurring cost payment will be processed quarterly in arrears on submission of invoice | Request for modification "For recurring cost payment will be processed quarterly monthly in arrears on submission of invoice" | No change |
| 144 | 5.1.2 Area Requirement | 5.1.2.4 | 84 | The access to the Data Centre building and thereafter caged area of the Server and Communication Rooms is to be based on Biometric verification. All access logs are to be provided to UIDAI, in a readable format, on a monthly basis along with MIS reports. | Kidnly confirm if caging is required for 2 racks in communication room as this would not be feasible. Can Bidder provide Access control racks in Communication room instead of Cage for communication racks | separate caged Comm.room required with biometric access. |
| 145 | 5.1.2 Area Requirement | 5.1.2.6 | 84 | In case UIDAI needs to monitor the Data Centre remotely, the successful bidder should be able to provide the feed for the same. | Request for deletion of this clause | Remote access shall be through secured links.In addition Physical access to BMS room and reports to be provided on need basis |
| 146 | 5.1.3 Electrical requirement | 5.1.3.2 | 84 | For some racks, the power requirement may go up to 12 KVA per rack, requiring corresponding cooling, tile strength, etc | Kindly clarify the power of 12 KVA per racks is rated or consumed power. Also provide detaisl on number of racks with 12 KVA power | In DC there will be 10 racks (4racks with 6.5 to 8KVA & 6 racks with 9.5 to 12 KVA) and in Communication room it will be 2 racks(6.5 to 8 KVA). |

| | | | | | | |
|-----|---|---------|-----|---|---|---|
| 147 | 5.1.3 Electrical requirement | 5.1.3.3 | 84 | For the remaining racks, the power requirement is estimated to be 4-8 KVA per rack | Kindly clarify the power of 8 KVA per racks is rated or consumed power. | 8 KVA rated power |
| 148 | 5.1.3 Electrical requirement | 5.1.3.4 | 85 | 5.1.3.4 All racks require dual-power supply source and dual IPDU (Intelligent Power Distribution Unit with necessary power points per rack | Request for modification of clause " All racks require dual-power supply source and dual IPDU (Intelligent Power Distribution Unit with necessary power points per rack.." Distribution Unit with necessary power points per rack.. | No change |
| 149 | 5.1.3 Electrical requirement | 5.1.3.6 | 85 | Specifications of IPDU to be provided are as below - 3Ph, 415V, 32A, Horizontal standard 1-Urack mount power distribution unit with 3 X C13 & 9 XC 19, 5m power cord Inlet Plug IEC309 32A 4P +E plug, 16AMCB X for each C19 socket -. It shall support IPDU-level metering, (plugand-play environmental sensors, metering current (amps), voltage, power (kVA, kW), kWh) and power factor. Temperature + humidity 2-in-1 sensor + 2m cord. It should be compatible for integrating with Enterprise management systems tool CA eco-meter | Request for deletion of IPDU as common power meter can measure power for all racks | IPDU's are required for intergrate with Energy Monitoring tools |
| 150 | 5.1.3 Electrical requirement | 5.1.3.8 | 85 | UIDAI requires a separate dedicated power meter for each rack, to be able to measure the exact power consumed and make the corresponding payment | Request for deletion of this clause | No change |
| 151 | 5.1.4 Network requirement | 5.1.4.1 | 85 | The successful bidder shall provide passive LAN cabling (Optical and Ethernet) among the racks. The cabling assumes required number of 25m cables terminated at both ends with connectors at patch panel. The number of copper ports, fibre ports and patch cords are estimated to be around 100 and 125, respectively. Successful bidder shall provide detailed cabling plan prior to deployment. | Kindly confirm the racks mentioned here are in server hall or communication room | Includes for both server hall and communication room |
| 152 | 5.1.6 Building Management System& Data Centre Infrastructure Management | 5.1.6.5 | 87 | There should be CCTV monitoring for surveillance of Building entrance, exits and other critical areas where UIDAI's components are placed. Activities to be recorded and the archival should be kept for three month or more (as per specific request from UIDAI). | Request for modifiacion of clause " There should be CCTV monitoring for surveillance of Building entrance, exits and other critical areas where UIDAI's components are placed. Activities to be recorded and the archival should be kept for three month or more (as per specific request from UIDAI)." | Every months data to be given to UIDAI |
| 153 | 5.1.7 Seating Area | 5.1.7.2 | 87 | 5.1.7.2 The successful bidder shall provide biometric Access Control System to the Office area which will be centrally monitored by the successful bidder through their BMS system. | Request for modifiacion of clause " 5.1.7.2 The successful bidder shall provide biometric Access Control System to the Office area which will be centrally monitored by the successful bidder through their BMS system. " | No change |
| 154 | 6.5.3 Office/Seating Area | 6.5.3.1 | 109 | 6.5.3.1 The tentative Office area is 100 sqft, comprising 2 seats with corresponding Tables/Chairs and STD telephone for each | Hope UIDAI will take care of the STD telephone charges. Pls clarify | Refer Corrigendum |

| | | | | | | |
|-----|---|---------|-----|--|--|--|
| 155 | 5.1.8 Miscellaneous | 5.1.8.2 | 88 | 5.1.8.2 Successful bidder shall also provide a Service Desk with contact details (Toll free Number/ Email-ID) for raising service requests and tickets | Do we need to provide new Toll free number? Who will bear the monthly recurring and call charges for Toll free? | Clause self explanatory |
| 156 | 5.1.8 Miscellaneous | 5.1.8.2 | 88 | 5.1.8.2 Successful bidder shall also provide a Service Desk with contact details (Toll free Number/ Email-ID) for raising service requests and tickets | How many telephone lines we need to provide for service desk? Do we need to factor only the one time set up cost or take care of monthly billing costs as well? | Successful bidder shall provide Service Desk for raising the service requests and tickets to him by UIDAI. |
| 157 | 5.1.5 Communication link between existing UIDAI Data Centres (Manesar and Hebbal) and proposed Data Centre | 5.1.5.1 | 86 | 5.1.5.1 The successful bidder shall provide 100 Mbps MPLS line link between proposed Data Centre site and each of the UIDAI's existing Data Centres at Manesar (Haryana) and Hebbal (Karnataka). | do we need to propose DC and DR also? In that case, we need MPLS between the proposed DC/DR and UIDAI DC/DR. Pls confirm? | requirements as per RFP and corrigendums. |
| 158 | 6.5.3 Office/Seating Area | 6.5.3.1 | 109 | 6.5.3.1 The tentative Office area is 100 sqft, comprising 2 seats with corresponding Tables/Chairs and STD telephone for each | Hope UIDAI will take care of the STD telephone charges. Pls clarify | Refer Corrigendum |
| 159 | 5.1.8 Miscellaneous | 5.1.8.2 | 88 | 5.1.8.2 Successful bidder shall also provide a Service Desk with contact details (Toll free Number/ Email-ID) for raising service requests and tickets | Do we need to provide new Toll free number? Who will bear the monthly recurring and call charges for Toll free? | Clause self explanatory |
| 160 | 5.1.8 Miscellaneous | 5.1.8.2 | 88 | 5.1.8.2 Successful bidder shall also provide a Service Desk with contact details (Toll free Number/ Email-ID) for raising service requests and tickets | How many telephone lines we need to provide for service desk? Do we need to factor only the one time set up cost or take care of monthly billing costs as well? | Successful bidder shall provide Service Desk for raising the service requests and tickets to him by UIDAI. |
| 161 | 5.1.5 Communication link between existing UIDAI Data Centres (Manesar and Hebbal) and proposed Data Centre | 5.1.5.1 | 86 | 5.1.5.1 The successful bidder shall provide 100 Mbps MPLS line link between proposed Data Centre site and each of the UIDAI's existing Data Centres at Manesar (Haryana) and Hebbal (Karnataka). | do we need to propose DC and DR also? In that case, we need MPLS between the proposed DC/DR and UIDAI DC/DR. Pls confirm? | No change |
| 162 | NA | NA | NA | NA | IPDU should be compatible with EMS tool CA as per RFP, this integration would be part of UIDAI scope and be excluded from scope of work from Bidder. Kindly confirm. | Yes, UIDAI will get them integrated |

| | | | | | | |
|-----|----|----|----|----|---|---|
| 163 | NA | NA | NA | NA | Request UIDAI to keep the SLA measurement on temperature sensor of DC provider and not on sensor in Rack which is monitored at IPDU level by UIDAI. Kindly confirm. | DC provider should keep there sensors at 1.5m height from the floor on the racks. Should be placed at the start , middle and end of the row/containment |
| 164 | NA | NA | NA | NA | We request that IPDU and Power meter for every rack should be removed, we would have common power meter for entire dedicated UIDAI setup. Kindly confirm. | Power to be measured at IPDU and Power meter level |
| 165 | NA | NA | NA | NA | Bidders would need PUE of 2.0 to be considered. As per RFP it is 1.6 which is not acceptable. Request for PUE to be changed to 2.0. Kindly confirm. | Refer Corrigendum |
| 166 | NA | NA | NA | NA | Currently overall penalty cap is of 5% of monthly DC space cost. Request UIDAI to restrict it to 3%. | No change |
| 167 | NA | NA | NA | NA | We request Links to be considered under separate RFP and Colocation to be under separate RFP. Kindly confirm. | No change |