

Reply to Bidders Response

Tender No. T-11014/10/2017-Tech dated 02.08.2017

Sr. No.	Section No.	Clause No.	Page number in clause	Existing provision in the Clause	Clarification Sought	Response
1	2.18 Conditions for Pre-Qualification of Bidders	6. Bidder Experience in India	36	<p>Bidder shall have proven experience of execution and completion of “supply, installation, commissioning and maintenance of IT hardware viz. server and storage only” in Central Govt./ State Govt./ PSUs / Autonomous Bodies/Private Enterprise in last 7 years ending on last date of previous month of closing date of bid submission, of at least:-</p> <p>a) One project costing not less than the amount equal to Rs 48 Cr; Or b) Two projects each costing not less than the amount equal to Rs 36 Cr; Or c) Three projects each costing not less than the amount equal to Rs 24 Cr</p>	<p>The clause is restricting us to participate in the tender hence we request you to please amend the clause as below and enable us to participate in the Tender.</p> <p>{ Bidder/OEM shall have proven experience of execution and completion of “supply, installation, commissioning and maintenance of IT hardware viz. server and storage only” in Central Govt./ State Govt./ PSUs / Autonomous Bodies/Private Enterprise in last 7 years ending on last date of previous month of closing date of bid submission, of at least:- a) One project costing not less than the amount equal to Rs 48 Cr; Or b) Two projects each costing not less than the amount equal to Rs 36 Cr; Or c) Three projects each costing not less than the amount equal to Rs 24 Cr } or {Bidder shall have proven experience of execution and completion of “supply, installation, commissioning and maintenance of IT infrastructure, software and services i.e. Server, Storage , Network, Software, FMS/AMC ” in Central Govt./ State Govt./ PSUs / Autonomous Bodies/Private Enterprise in last 7 years ending on last date of previous month of closing date of bid submission, projects must have</p>	No Change

					<p>cumulative order value of equal or more than 48 Crores. }</p> <p>or</p> <p>{Bidder shall have proven experience of execution and completion of “system integration projects for Central Govt./ State Govt./ PSUs / Autonomous Bodies/Private Enterprise in last 7 years ending on last date of previous month of closing date of bid submission. Projects must have supply, installation, commissioning of enterprise class storage in the bidders scope of work. Projects must have cumulative order value of equal or more than 48 Crores. }</p> <p><u>We would also request you to please consider projects under execution which have achieved 80% of capex completion from financial and physical perspective</u></p>	
2	3.10 Warranty/AM C and Period of Contract	3.11.1 Hardware	58	<p>The payments are for goods and services are as below.</p> <p>i) 10% against delivery of all equipment and accessories.</p> <p>ii) 50% against installation and satisfactory commissioning of all Goods/ Services</p> <p>iii) 30% after 15 days of submission of ATRR</p> <p>iv) Balance 10% to be disbursed in 8 (eight) equal quarterly instalments after one year of acceptance of system.</p>	<p>As PBG is already been provisioned we request you to amend the clause</p> <p>{ The payments are for goods and services are as below.</p> <p>i) 10% against delivery of all equipment and accessories.</p> <p>ii) 60% against installation and satisfactory commissioning of all Goods/ Services</p> <p>iii) 30% after 15 days of submission of ATRR }</p>	No Change

3	3.27 Back-up Support		66	Vendor shall furnish details of the back-up engineering and systems support that will be available to the Purchaser. Vendor shall provide the necessary back up support to maintain the desired SLAs.	Please elaborate requirements related to Back-up engineering and systems support.	Backup Engineering and system support may include onsite staff support, firmware upgradation support, premium support, Accidental Damage Protection etc as provided by OEM
4	5.4.2 Installation, Commissioning and Testing	5.4.2.1 Installation and Commissioning for all Hardware/ Equipment	69	The vendor shall be responsible for data migration from existing storage to new storage boxes.	Please provide details related to existing storage from which data is to be migrated. Type of data along with size.	Existing storage box is EMC DMX boxes. For further details, refer corrigendum

5	6.8 Appendix H – Specifications of Required Hardware and Compliance Check	6.8.1 Storage Type 1	130	Proposed usable capacity of SAN storage array - 1.1 PB with RAID configuration as follows 90% capacity with RAID 0+1 10% with RAID 5 (7+1) (Total Raw capacity ~ 2.1PB excluding hot spare) 25% SSD/FMD Drives and 75% SAS HDD Disks shall be supplied. Enterprise grade MLC Flash has to be proposed. Max disk size shall be 8TB	Request you to please clarify <u>can we propose SSD more then 25% to provide better performance or asked bifurcation of SSD and SAS HDD are the final expectations/requirements.</u>	No change
6	Section II- Instruction to Bidders	2.18 Conditions for Pre-Qualification of Bidders	35	Bidder shall have an annual turnover of at least INR 250Crores in each of the last 3 financial years (FY 2013-14, 2014-15, 2015-16) from supply, installation, commissioning and maintenance of IT hardware.	We request you to change the condition as follows for competitive participation "Bidder shall have an average annual turnover of at least INR 250 Crores in the last 3 financial years (FY 2013-14, 2014-15, 2015-16).	No Change

7	Section II- Instruction to Bidders	2.18 Conditions for Pre- Qualification of Bidders	37	Bidder shall have proven experience of execution and completion of “supply, installation, commissioning and maintenance of IT hardware viz. servers and storage only” in Central Govt. / State Govt./ PSUs/ Autonomous Bodies in last 5 years ending on last date of previous month of closing date of bid submission, of at least :- a) One project costing not less than the amount equal to 48 Cr; Or b) Two projects each costing not less than the amount equal to 36 Cr; Or c) Three projects each costing not less than the amount equal to 24 Cr	We request you to change the condition as follows for competitive participation "bidder/ OEM shall have proven experience of “supply, installation, commissioning and maintenance of IT hardware/ electronic items in Central Govt. / State Govt./ PSUs/ Autonomous Bodies in last 5 years ending on last date of previous month of closing date of bid submission, of at least :- a) One project costing not less than the amount equal to 48 Cr; Or b) Two projects each costing not less than the amount equal to 36 Cr; Or c) Three projects each costing not less than the amount equal to 24 Cr "We request you to add OEM credentials as the credentials asked are exorbitantly high to bring in competitive bidding	No Change
8	Section III - General Conditions of Contract	3.33 Insurance	67	The Goods supplied under the Contract shall be fully insured by the Vendor against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and commissioning	We request you to change the Insurance responsibility upto delivery only.after that the customer to take care of the material.	No Change

9	Section III - General Conditions of Contract	3.11 Payment schedule	58	10% against delivery of all equipment and accessories.50% against installation and satisfactory commissioning of all Goods/ Services30% against acceptance testing of Goods/ Services. In case the acceptance test of the Goods/Services is delayed or put off beyond 90 days of installation and commissioning of the equipment at Purchaser's sites due to express written instructions of the Purchaser, this amount may be released to the Vendor on his furnishing a necessary Bank Guarantee on stamp paper of requisite value of an equivalent amount from any of the Nationalised/Scheduled Bank.Balance 10% to be disbursed in 8 (eight) equal quarterly instalments after one year of acceptance of system.	We request you to change the payment terms as follows . 40% against delivery of all equipment and accessories.50% against installation and satisfactory commissioning of all Goods/ Services10% against acceptance testing of Goods/ Services. In case the acceptance test of the Goods/Services is delayed or put off beyond 90 days of installation and commissioning of the equipment at Purchaser's sites due to express written instructions of the Purchaser, this amount may be released to the Vendor on his furnishing a necessary Bank Guarantee on stamp paper of requisite value of an equivalent amount from any of the Nationalised/Scheduled Bank.The bid involves large amount of investment and a smooth and affordable payment schedule will make sure that the project is successful.	No Change
10	4 SectionIV– Contentsof Bids	4.1.4 delivery schedule	79	Initial bundled warranty/AMC Till T+3 year [T is date of acceptance (User Acceptance test)]	The warranty should start from delivery date. Or define fixed time for starting of warranty	No Change
11	2.18	Revenues from System Integration Services	36	Bidder shall have an average annual turnover of at least INR 250 Crores in last 3 financial years (FY 2014-15, 2015-16, 2016-17) from supply, installation commissioning and maintenance of IT hardware	We suggest to amend this to 100 crore from the SI business from last 3 financial year	No Change

12	2.18	Bidder Experience In India	36	Bidder shall have proven experience of execution and completion of “supply, installation, commissioning and maintenance of IT hardware viz. server and storage only” in Central Govt./ State Govt./ PSUs / Autonomous Bodies/Private Enterprise in last 7 years ending on last date of previous month of closing date of bid submission	This should be amended to Bidder/OEM shall have proven experience of execution and completion of “supply, installation, commissioning and maintenance of IT hardware viz. server and storage only” in Central Govt./ State Govt./ PSUs / Autonomous Bodies/Private Enterprise in last 7 years ending on last date of previous month of closing date of bid submission	No Change
13	3.5	3.5(Patent Rights)	52	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 or any part thereof.	The Vendor shall replace or modify the infringing material with non infringing material, however it is not OK with indemnity, kindly modify the clause accordingly	No Change
14	3.11.1	Payment Terms	58	The payments are for goods and services are as below. i) 10% against delivery of all equipment and accessories. ii) 50% against installation and satisfactory commissioning of all Goods/ Services iii) 30% after 15 days of submission of ATRR iv) Balance 10% to be disbursed in 8 (eight) equal quarterly instalments after one year of acceptance of system	Request to change the payment term as mentioned below as the hardware are on outright sale model: i) 10% against delivery of all equipment and accessories. ii) 50% against installation and satisfactory commissioning of all Goods/ Services iii) 40% after 15 days of submission of ATRR	No Change

15	3.13	Change Order	60	UIDAI reserves the right to increase the quantity within 2 years of the Contract Period, of upto 50% of the Quantity. UIDAI may also decrease the quantity at its sole discretion. In case of any increase/ decrease in quantities of any equipment, unit rate for equipment indicated in the contract will be applicable.	Due to dollar fluctuations and OEM's list price changes, TCL requesting to remove this clause as to honour at the same price during two years would be difficult.	No Change
16	3.16	3.16	61	Sub-contracts No sub-contracting of the work either in full or part is allowed.	Request UIDAI to allow sub-contracting of manpower for onsite deployment at UIDAI's locations.	No Change
17	2.19	3.19 Termination for Default	62	Where an event of default subsists or remain uncured after 15 days of notice to vendor to resolve, the Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part: (i) If the Vendor fails to deliver any or all of the Goods/Services within the time period(s) specified in the Contract, or any extension thereof	The termination should be only for material breach of the contract	No Change
18	2.19	3.19 Termination for Default, subclause 3	63	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	Vendor is already paying Liquidated Damages and it should not be asked to bear excess costs, kindly remove this clause	No Change

				Contract to the extent not terminated.		
19	3.22	Termination for Convenience	63	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 sixty 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.	Upon termination of convenience customer needs to pay the balance amount incurred out of the total contract period.	No Change Refer clause 3.22 of RFP
20	3.22	3.22 Termination for Convenience	64	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 sixty 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	Termination for Convenience shall cause financial hurdles to Vendor, therefore, please remove this clause	No Change

				which such termination becomes effective.		
21	3.37	3.37 (3) & (4)	68	<p>3.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.4. 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.</p>	Bidder is liable for agreed liquidated damages, therefore, it should not be asked to bear the risk and cost as it will tantamount to double penalty. Kindly amend the clause accordingly.	No Change

22	3.38	3.38 Fall Clause	69	<p>The following fall clause will form part of the contract placed on successful Bidder:—a) The prices charged for services provided under this contract by the Bidder shall in no event exceed the lowest price at which the 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.b) If any time during the contract period the 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.</p>	It is not practical to implement, therefore, please delete it	No Change
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23	3.39	3.39.2 IPR Indemnity	69	<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</p>	<p>The Vendor shall replace or modify the infringing material with non infringing material, however it is not OK with indemnity, kindly modify the clause accordingly</p>	No Change
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24	3.39	3.39.4 Risk Purchase	72	<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>Risk Purchase shall cause financial loss to vendor, therefore, please delete it</p>	No Change
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25	3.39	3.39.5 Limitation of Liability	72	<p>Except in case of gross negligence or willful misconduct on the part of the Vendor or on the part of any person or company acting on behalf of the Vendor in executing the work or in carrying out the services, the Vendor, with respect to damage caused by the Vendor to property and/ or assets of the purchaser or of any of the Purchaser's Vendors, shall not be liable to Purchaser: 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. 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>We propose the following clause to replace the current clause "Each Party shall indemnify the other from and against any claims by third parties (including any Governmental Authority) and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct. 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 CUSTOMERS, 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. IN NO EVENT BIDDER SHALL BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY VENDOR FROM THE CUSTOMER PURSUANT TO THE APPLICABLE PURCHASE ORDER GIVING RISE TO THE LIABILITY. "</p>	No Change
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26	4.1.4	4.1.4	79	Installation/Commissioning of the Infrastructure components and making the Infrastructure ready for Acceptance T0+10	Please clarify if this timelines includes the migration activity also.If no, request to add the additional timelines basis the data size,location and number of hosts under migration scope	Migration not required to be completed within T0 +10. But it should be complete within Acceptance Time (within 90 days after submission of ATRR)
27	5.4.2	5.4.2.1	98	The vendor shall be responsible for data migration from existing storage to new storage boxes	This will be under Bidder or UIDAI scope.Please clarify Also elaborate the data size,numbers of hosts to be migrated,location and other relevant information	Refer corrigendum
28	5.4.2	5.4.2.1	98	Installation and configuration of software license including, but not limited to, Operating System (OS), etc. on the hardware/storage solution shall be the responsibility of the successful bidder/vendor. The successful bidder/vendor shall also tune the parameters for optimal performance of the OS.	Need clarity on the parameters they are asking for optimal performance	Refer corrigendum
29	5.4.2	5.4.2.2	99	The vendor shall assist UIDAI in data migration from existing storage to new storage boxes.	This will be under Bidder or UIDAI scope.Please clarify Also elaborate the data size,numbers of hosts to be migrated,location and other relevant information	Refer corrigendum

30	5.4.2	5.4.2.2	99	Consult with UIDAI to determine the Deployment Plan. The Deployment Plan shall be arrived at by the successful bidder/vendor keeping in account the existing Space, Floor Strength and Power Requirements in data centers in such existing Space, Floor Strength and Power Requirements in data centers in such	Pls specify the existing space, floor strength , power requirements etc.	Details will be provided to successful bidder
31	5.4.2	5.4.2.3	99	The successful bidder/Vendor shall provide comprehensive onsite support to UIDAI at the designated Data Centers on a 24x7 basis to ensure required uptime for the infrastructure provided as part of the Bid.	Please Specify in detail UIDAI's ask with respect to comprehensive onsite support	On site Engineering staff support required at both DCs for trouble shooting , fast ticket resolution and to minimise downtime
32	Generic Query				What is the scope of management?	Query not clear
33	5.4	5.3.2.1	98	The vendor shall be responsible for data migration from existing storage to new storage Boxes	Queries regarding existing storage:• How much data is to be migrated?• How many Source storage systems are present in the current state?• Model number of the source storages?Queries related to Host/Server:• How many hosts are connected to this storage?• What Operating systems, versions and firmware are they are presently running?Queries regarding SAN Switch infrastructure:• How many Switches are in use? • Make, Model and count of free ports available?	Refer Corrigendum

34	6.8.1	15	132	Should have point in time copy of volumes for backup and remote replication of data	Since the replication software license is explicitly asked in clause no. 17, kindly clarify if we need to quote/provide the point-in-time copy/snapshot software license as well ?	Refer corrigendum
35	6.8.1	32	133	The storage system must support storage virtualization .	As the support for storage virtualization is being asked, please clarify if this means External Storage/Third Party storage Virtualization. Also, Do we need to quote/provide the license for the same.	Refer corrigendum
36	6.8.1			Additional suggestion/request	Since this storage is being procured for the critical workloads, It is missing enterprise class features like Multi tenancy and Quality of Service. Hence, it is requested to please add the below clause : "Should have Quality of Service and Multitenancy licenses included"	No Change
37	6.8.2	15	137	Should have point in time copy of volumes for backup and remote replication of data	Since the replication software license is explicitly asked in clause no. 17, Kindly clarify if we need to quote/provide the point-in-time copy/snapshot software license as well ?	Refer corrigendum
38	6.8.2	32	138	The storage system must support storage virtualization .	As the support for storage virtualization is being asked, please clarify if this means External Storage/Third Party storage Virtualization. Also, Do we need to quote/provide the license for the same.	Refer corrigendum
39	6.8.2			Additional suggestion/request	Since this storage is being procured for the critical workloads, It is missing the enterprise class features like Multi tenancy and Quality of Service. Hence, it is requested to please add the below clause : "Should have Quality of Service and Multitenancy licenses included"	No Change

40	2.18	7	38	<p>The proposed OEMs should have support center in India with minimum of 50 technical resources on its payroll in India. It should have at least one support centre each in Delhi/NCR and Bengaluru .</p> <p>Evidence Required : Provide documentation signed by the HR Head of the OEM with list and address of Support Centres in India and the count of technical resources on its payroll.</p>	<p>We request you to amend the existing clause to read as follows : "The proposed OEMs should have support center in India with minimum of 50 technical resources on its payroll in India. It should have at least one support centre either in Delhi/NCR OR Bengaluru ". Kindly note that Support centres are leveraged for providing remote support /online support to the customers. We delivers onsite services through our partners . We have such resources available in NCR thus meeting the RFP requirements . Evidence Required :Provide documentation signed by the Authorised Signatory /HR Head of the OEM with list and address of Support Centres in India and the count of technical resources on its payroll. Please note that the HR head is not an authorized signatory for any organization and it is not valid in any court of law if he/she is not authorized. Our letter would hence be signed by an Authorized signatory.</p>	<p>OEMs should have minimum of 50 technical resources on its payroll.</p> <p>The letter shall be signed by HR Head of OEM and counter signed by Authorised Signatory (Bidder).</p>
41	3.10.1	7	57	<p>In case vendor cease to discharge its dues or intermittent the termination of contract, the OEM needs to ensure the continuation of warranties/AMC for the remaining duration i.e. till end of 7 years from the date of acceptance. However, remaining payments will be released to OEMfor the services as per schedule and values mentioned in the contract.</p>	<p>We request you to amend the existing clause to read as follows : "In case vendor cease to discharge its dues or intermittent the termination of contract, the OEM needs to ensure the continuation of warranties/AMC for the remaining duration through alternate partner i.e. till end of 7 years without any additional financial implication to UIDAI . Remaining payments will be released to such partner for the services as per schedule and values mentioned in the contract".</p>	<p>No change</p>

42	4.1.6	NA	82	I/We confirm the Products listed herein will not be announced End-of-Sale for a minimum of 24 months from the date of its acceptance by UIDAI	I/We confirm the Products listed herein will not be announced End-of-Sale for a minimum of 12 months from the date of bid Submission . Kindly note that we shall continue to provide Uninterrupted support to UIDAI even after the end of sale of the supplied product is declared in line with the support timeframe required by UIDAI as per RFP	Refer Corrigendum
43	4.1.6	NA	83	The <Insert complete legalname of Bidder> is also authorized by us, to provide the solution, implementation, requisite training & provide maintenance and upgrade support services for “Products” to UIDAI	The <Insert complete legalname of Bidder> is also authorized by us, to provide the Implementation, requisite training & provide maintenance and upgrade support services for “Products” to UIDAI	No Change
44	6.5 Appendix E	NA	121	We, the undersigned OEM, having read and examined in details all the bidding documents in respect of the above mentioned tender/bid No._____, in respect to “Products”/equipment offered / supplied by us and as a gesture towards our commitment for continued support for our product(s) / solution	We, the undersigned OEM, having read and examined in details all the bidding documents in respect of the above mentioned tender/bid No._____, in respect to “Products”/equipment offered / supplied by us towards our commitment for continued support for our product(s) / solution	No Change
45	6.5 Appendix E	Para 1	121	I/We confirmthat we would support the installation, commissioning, testing and maintenance of “Products”/Equipment offered/supplied to the Unique Identification Authority of India (herein referred to as “UIDAI”).	I/We confirm that we would provide necessary support to the bidder in the installation, commissioning, testing and maintenance of “Products”/Equipment offered/supplied to the Unique Identification Authority of India (herein referred to as “UIDAI”)	No Change

46	6.5 Appendix E	Para 2	122	I/We hereby confirm that we would treat UIDAI as a preferred customer and that resolution of all problems and issues reported to us in fulfillment of the above mentioned Bid would be undertaken by us on priority basis.	I/We hereby confirm that we would treat UIDAI as a premium Support customer and that resolution of all problems and issues related to the ____ Products reported to us in fulfillment of the above mentioned Bid would be undertaken with the necessary priority.	No change
47	6.5 Appendix E	Para 3	122	I/We hereby confirm that the “Products”/Equipment being supplied to UIDAI will not be declared end of sale for a minimum of 24 months from the date of its acceptance by UIDAI and that we shall support the same for a minimum period of 7 years from the date of its acceptance by UIDAI. If the same is de-supported/declared End of Sale by us for any reason whatsoever, we undertake to replace it with an equivalent or better substitute that is acceptable to UIDAI, without any additional cost to UIDAI and without impacting the performance of the solution in any manner.	I/We hereby confirm that the “Products”/Equipment being supplied to UIDAI will not be declared end of sale for a minimum of 12 months from the date bid of bid submission and that we shall support the same for a minimum period of 7 years from the date of commencement of warranty . If the same is de-supported/declared End of Sale by us for any reason whatsoever, we undertake to replace it with an equivalent , without any additional cost to UIDAI and without materially impacting the performance of the ____ products in any manner.	Refer corrigendum
48	6.5 Appendix E	Para 4	122	We hereby agree to supply and/or install all new releases, versions, any type of update, upgrade patch and/or bug fixes for the software or firmware from time to time at no additional cost to UIDAI. Additionally, the documentation and training services associated with the “Products”/Equipment shall be provided free of cost to UIDAI.	We hereby agree to supply and/or install any type of update, upgrade patch and/or bug fixes for the software or firmware , as made generally available by ____ to its customers , from time to time at no additional cost to UIDAI through our partner . Additionally, the documentation and training services associated with the "Products/Equipment" shall be provided at no additional cost to UIDAI	No Change

49	6.5 Appendix E	Para 5	122	We hereby confirm that our partner (< Insert complete legal name of Bidder>) possess the necessary capability and training required to support our product(s).	We hereby confirm that our partner (< Insert complete legal name of Bidder>) possess the necessary capability to support our product(s).	No Change
50	6.5 Appendix E	Para 7	122	In case of any change in our agreement or terms of agreement with our partner (<Insert complete legal name of Bidder>) for providing product support, we agree to maintain the level of support as desired by UIDAI and as committed by our partner under the above mentioned bid, without any financial liability to UIDAI.	In case of any change in our agreement or terms of agreement with our partner (<Insert complete legal name of Bidder>) for providing product support, we agree to maintain the level of support as agreed by us under the above mentioned bid, through an alternate partner without any additional financial liability to UIDAI.	No Change
51	6.5 Appendix E	Para 8	123	We hereby agree to provide to UIDAI, required assistance, consultancy and services beyond the defined scope of work to resolve issues under critical and unforeseen situations.	We hereby agree to provide to UIDAI, required assistance to resolve issues under critical & unforeseen situations	Refer corrigendum
52	6.5 Appendix E	Para 9	123	We hereby confirm our commitment towards providing the necessary support and assistance in case of any problems / issues arising due to commissioning of our “Products”/equipment with any other component(s)/ product(s) under the purview of the overall solution	We hereby confirm our commitment towards providing agreed level of support & assistance in case of any problems / issues arising due to commissioning of our “Products”/equipment with any other component(s) / product(s) under the purview of the overall solution.	No Change
53	6.8.1	Storage Type 1	130	The OEM of proposed Storage Type 1 must be in the Leaders Quadrant of latest Gartner Magic Quadrant for General Purpose Disk Arrays category	The OEM of proposed Storage Type 1 must be in the Leaders Quadrant of latest Gartner Magic Quadrant for General Purpose Disk Arrays category from last 3 years consecutively	Refer corrigendum

54	6.8.2	Storage Type 2	135	The OEM of proposed Storage Type 2 must be in the Leaders Quadrant of latest Gartner Magic Quadrant for General Purpose Disk Arrays category	The OEM of proposed Storage Type 2 must be in the Leaders Quadrant of latest Gartner Magic Quadrant for General Purpose Disk Arrays category from last 3 years consecutively	Refer corrigendum
55	6.8.1 (point 1) & 6.8.2 (point 1)		130 & 135	Proposed usable capacity of SAN storage array - 1.1 PB with RAID configuration as follows 90% capacity with RAID 0+1 & 10% with RAID 5 (7+1) (Total Raw capacity ~ 2.1PB excluding hot spare) 25% SSD/FMD Drives and 75% SAS HDD Disks shall be supplied. Enterprise grade MLC Flash has to be proposed. Max disk size shall be 8TB.	RAID implementations depend on vendor best practices which are based on their respective architecture/implementations. We would therefore request UIDAI to kindly remove the data & parity details from the RAID level definitions. Also, since FMD is proprietary to one specific vendor, we would request UIDAI to remove this and retain SSD only. Moreover, we would request UIDAI to keep the max size of SSDs at 2TB so that there are more number of SSDs which can be leveraged to deliver higher performance. UIDAI would be able to get higher performance if they limit the SSD size to 2TB which would then imply more number of SSDs to be supplied by every vendor for the same required total Flash capacity. Suggested revised clause is: Proposed usable capacity of SAN storage array - 1.1 PB with RAID configuration as follows 90% capacity with RAID 0+1 & 10% with RAID 5 (Total Raw capacity ~ 2.1PB excluding hot spare) 25% SSD Drives and 75% SAS HDD Disks shall be supplied. Enterprise grade MLC Flash has to be proposed. Max disk size shall be 2TB.	Refer corrigendum

56		Point 12	132&137	Front-End Ports – Minimum 64 Nos. FC ports of 16G each + 8 Nos. x 10G Ports	In case the front end ports are also being dedicated for communication between the storage controllers (or scale-out controllers), does those ports need to be separate from the asked 64 x FC and 8 x 10G ports? In case the OEM doesn't have capability to replicate data over 10G ports, the FCIP routers (2 per array) would need to be procured for enabling the replication. Will these FCIP routers have to be provided by the bidder as part of solution? Kindly confirm	Yes .Along with the required licenses
57		Point 26	133 & 138	The storage system must be supplied with hardware controller based Data-at-rest-encryption and key management solution	Kindly confirm if UIDAI will accept the data encryption solution, based on "Self-encrypting disks (SED's)? SED based encryption is not controlled by Storage controllers, rather they rely on each disk to provide encryption. Kindly clarify the same.	No change
58		Point 27	133 & 138	It should be Inter-operability with other vendor storage devices	We would request UIDAI to kindly clarify what is meant by this clause.	The proposed system shall co-exist in a shared SAN environment of heterogeneous storage arrays

59		Point 28	133 & 138	It should have Data Migration capability from EMC-DMX boxes	We would request UIDAI to kindly clarify what is meant by this clause. What level of capability is UIDAI expecting?	<p>The proposed storage solution has to replace the existing storage arrays deployed in UIDAI DCs. These are EMC make DMX storage arrays and the vendor shall assist UIDAI in data migration from these boxes to the proposed systems.</p> <p>Refer Enclosure 1 in Corrigendum 1 for further details.</p>
60		7	38	The proposed OEMs should have support center in India with minimum of 50 technical resources on its payroll in India. It should have at least one support centre each in Delhi/NCR and Bengaluru	Please confirm if the technical resources should be dedicated to storage support, or is it OK if they provide support for any other product (not related to Storage) ? Please confirm. If yes, the letter must clarify the same.	OEMs should have minimum of 50 technical resources on its payroll.

61		6	95	The Bidder should ensure that none of the components and sub-components is declared end-of support by the respective OEM during the contract duration of 7 years.	Irrespective of the end-of-sale/support declared by the OEM, they can still provide you 7 years of support with the same SLA's. The product lifecycle cannot be predicted by any OEM, but can always provide the required support duration. Please rather ask for a letter by OEM, which guarantees 7 years of support to UIDAI. This will cover the UIDAI's interest for getting the guaranteed 7 years support on the product.	No Change
62	4.1.6 (MAF)		82	the Products listed herein will not be announced End-of-Sale for a minimum of 24 months from the date of its acceptance by UIDAI.	Irrespective of the end-of-sale/support declared by the OEM, they can still provide you 7 years of support with the same SLA's. The product lifecycle cannot be predicted by any OEM, but can always provide the required support duration. Please rather ask for a letter by OEM, which guarantees 7 years of support to UIDAI. This will cover the UIDAI's interest for getting the guaranteed 7 years support on the product.	Refer Corrigendum
63		6	99	The vendor shall assist UIDAI in data migration from existing storage to new storage boxes.	We understand that the responsibility for data migration lies on UIDAI. We request UIDAI to clarify what sort of assistance is required from vendor. Also, please clearly specify what would be the responsibilities of UIDAI, bidder and OEM.	No change
64	3.11.2 AMC		58	Post warranty, total annual maintenance charges of that year would be paid in 4 Nos. of equal quarterly instalments after completion of each quarter of the AMC period.	Is it possible to pay quarterly advance.	No Change
65	3.18 Liquidated Damages		61/62	The overall liquidated damages will be maximum of 10% of the Contract value.	Is 10% contract value means AMC contract value (not including product value).	Contract value includes both capex and opex cost. Please refer clause

						3.1 for definition.
66	2.1.1		21	Reverse Auction	We requests removal of Reverse Auction.UIDAI wants to procure the material on L1 basis. The bidder on the first instance can provide the best rates on which it wants to supply to UIDAI.	No Change
67	3.11.1 Hardware		58	10% against delivery of all equipment and accessories. ii) 50% against installation and satisfactory commissioning of all Goods/ Services.iii)30% after 15 days of submission of ATRR. Iv)Balance 10% to be disbursed in 8 (eight) equal quarterly instalments after one year of acceptance of system.	i) 10% against delivery of all equipment and accessories. ii) 50% against installation and satisfactory commissioning of all Goods/ Services.iii)30% after 15 days of submission of ATRR.Iv) Balance 10% on acceptance of system.	No Change
68	6.8 Appendix H Specifications of Required Hardware and Compliance Check, Sub Section 6.8.1 - Storage Type 1		130	Proposed usable capacity of SAN storage array - 1.1 PB with RAID configuration as follows 90% capacity with RAID 0+1 10% with RAID 5 (7+1)	It is requested to modify the clause to:- Proposed usable capacity of SAN storage array - 1.1 PB with RAID configuration as follows 90% capacity with RAID 0+1/ RAID 1+0 10% with RAID 5 (7+1) Justification - Since both RAID 0+1 and RAID 1+0 are equivalent RAID configurations and hence its understood that both are acceptable to UID	Refer corrigendum
69	6.8 Appendix H Specification s of Required Hardware and Compliance Check, Sub Section 6.8.1 - Storage Type 1		130	25% SSD/FMD Drives and 75% SASHDD Disks shall be supplied. Enterprisegrade MLC Flash has to be proposed.Max disk size shall be 8TB	It is requested to modify the clause to:- 25% SSD/FMD Drives and 75% SAS HDD Disks shall be supplied. 2D or 3D NAND MLC Flash or equivalent suitable for enterprise class storage architecture has to be proposed.Max disk size shall be 8TBJustification - There is no industry standard definition of Enterprise grade Flash. Hence it is requested to change the specification to accommodate multiple architectures	No Change

70	6.8 Appendix H Specifications of Required Hardware and Compliance Check, Sub Section 6.8.1 - Storage Type 1 Clause 14		132	2TBor more Cache with ECC / Defect management features. The cache shall be mirrored	<p>It is requested to modify the clause to:- 2TBor more Cache with ECC / Defect management features. The write cache shall be mirrored. In case reads are also mirrored, then additional cache to compensate for read mirroring should be provided additionally.</p> <p>Justification - Cache memory is the most scarce resource in the storage array.</p> <p>Mirroring is required at the storage controller level for write data coming from hosts which is sitting in the volatile cache memory before getting destaged to disk so that in case of any controller failure, the data is not lost. The same is not true in case of read data in cache as the read data is already available in the disk drives, which is non volatile media and the same can be uploaded/ cached in the other controller.</p> <p>There are a few vendors who mandatorily mirror the read data also due to the architectural limitations and the same should be compensated by asking for more cache from such vendors.</p>	No Change
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71	25	6.8 Appendix H Specifications of Required Hardware and Compliance Check, Sub Section 6.8.1 - Storage Type 1	133	Protocols Support – FC,FCIP,ISCSI, andFCOE	It is understood that the FCIP protocol is required for IP based storage replication. Please clarify that in case storage natively doesn't supports FCIP protocols, then can additional FCIP routers in redundancy for each storage type can be provided to UID to for equivalent functionality .Also since FCIP routers provide data compression for bandwidth optimization, can you please confirm the data compression is required in case of native storage to storage replication.	Incase native support is not there for FCIP additional redundant FCIP Routers may be provided at no additional cost to the purchaser along with required licenses. Also refer corrigendum
72	6.8 Appendix H Specifications of Required Hardware and Compliance Check, Sub Section 6.8.1 - Storage Type 1			It should be Inter-operability with other vendor storage devices	Please clarify if inter-operability with other vendor storage device means ability of proposed controllers to virtualize third party heterogeneous storage arrays to work as a single logical storage pool.	The proposed system shall co-exist in a shared SAN environment of heterogeneous storage arrays

73	Section 32	6.8 Appendix H Specifications of Required Hardware and Compliance Check, Sub Section 6.8.1 - Storage Type 1	133	The storage system must support storage virtualization .	Please clarify if storage virtualization means ability of proposed controllers to virtualize third party heterogeneous storage arrays to work as a single logical storage pool.	Refer corrigendum
74	Section 28	6.8 Appendix H Specifications of Required Hardware and Compliance Check, Sub Section 6.8.1 - Storage Type 1	133	It should have Data Migration capability from EMC-DMX boxes	It is understood that UID will provide the SAN Switch connectivity for the storage based data migration. Please confirm.	Yes
75	Section 1	6.8 Appendix H Specifications of Required Hardware and Compliance Check, Sub Section 6.8.2 - Storage Type 2	136	Enterprise grade MLC Flash has to be proposed . Max disk size shall be 8TB	It is requested to modify the clause to:- 2D or 3D NAND MLC Flash or equivalent suitable for enterprise class storage architecture has to be proposed. Max disk size shall be 8TB Justification - There is no industry standard definition of Enterprise grade Flash. Hence it is requested to change the specification to accommodate multiple architectures	No change

76	Section 14	6.8 Appendix H Specifications of Required Hardware and Compliance Check, Sub Section 6.8.2 - Storage Type 2	137	2TBor more Cache with ECC / Defect management features. The cache shall be mirrored	<p>It is requested to modify the clause to:- 2TBor more Cache with ECC / Defect management features. The write cache shall be mirrored. In case reads are also mirrored, then additional cache to compensate for read mirroring should be provided additionally.</p> <p>Justification - Cache memory is the most scarce resource in the storage array.</p> <p>Mirroring is required at the storage controller level for write data coming from hosts which is sitting in the volatile cache memory before getting destaged to disk so that in case of any controller failure, the data is not lost. The same is not true in case of read data in cache as the read data is already available in the disk drives, which is non volatile media and the same can be uploaded/ cached in the other controller.</p> <p>There are a few vendors who mandatorily mirror the read data also due to the architectural limitations and the same should be compensated by asking for more cache from such vendors.</p>	No Change
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77	Section 25	6.8 Appendix H Specifications of Required Hardware and Compliance Check, Sub Section 6.8.2 - Storage Type 2	137	Protocols Support – FC,FCIP,ISCSI, andFCOE	It is understood that the FCIP protocol is required for IP based storage replication. Please clarify that in case storage natively doesn't supports FCIP protocols, then can additional FCIP routers in redundancy for each storage type can be provided to UID to for equivalent functionality .Also since FCIP routers provide data compression for bandwidth optimization, can you please confirm the data compression is required in case of native storage to storage replication.	Incase native support is not there for FCIP additional redundant FCIP Routers may be provided at no additional cost to the purchaser along with required licenses. Also refer corrigendum
78	Section 27	6.8 Appendix H Specifications of Required Hardware and Compliance Check, Sub Section 6.8.2 - Storage Type 2	138	It should be Inter-operability with other vendor storage devices	Please clarify if inter-operability with other vendor storage device means ability of proposed controllers to virtualize third party heterogeneous storage arrays to work as a single logical storage pool.	The proposed system shall co-exist in a shared SAN environment of heterogeneous storage arrays

79	Section 32	6.8 Appendix H Specifications of Required Hardware and Compliance Check, Sub Section 6.8.2 - Storage Type 2	138	The storage system must support storage virtualization .	Please clarify if storage virtualization means ability of proposed controllers to virtualize third party heterogeneous storage arrays to work as a single logical storage pool.	Refer corrigendum
80	Section 28	6.8 Appendix H Specifications of Required Hardware and Compliance Check, Sub Section 6.8.2 - Storage Type 2	138	It should have Data Migration capability from EMC-DMX boxes	It is understood that UID will provide the SAN Switch connectivity for the storage based data migration. Please confirm.	Yes
81	Section 7	5.3 Schedule of Requirements	95	Any equipment supplied to UIDAI shall not be declared end of sale for a minimum of 24 months and end of support for a minimum of 7 years from the date of its acceptance by UIDAI. If, the OEM declares any of the product(s) end of sale/end of-support within the aforesaid period, bidder shall replace products/ solution with an equivalent or better substitute that is acceptable to UIDAI, without any additional cost to UIDAI and without impacting the performance of the solution in any manner.	24 months is a long period in technology transitions and there are times when some technology has to be declared end of sale due to third party component manufacturer such as disk manufacturer or SSD manufacturer. Hence it is kindly requested to please modify the clause to Any equipment supplied to UIDAI shall not be declared end of sale for a minimum of 3 months and end of support for a minimum of 7 years from the date of its acceptance by UIDAI. If, the OEM declares any of the product(s) end of sale/end of-support within the aforesaid period, bidder shall replace products/ solution with an equivalent or better substitute that is acceptable to UIDAI, without any additional cost to UIDAI and without impacting the performance of the solution in any manner.	Refer corrigendum

82	Section 6	5.4.2 Installation, Commissioning and Testing and 5.4.2.2 Other Services	98,99	<p>6.The vendor shall be responsible for data migration from existing storage to new storage boxes.</p> <p>6. The vendor shall assist UIDAI in data migration from existing storage to new storage boxes.</p>	Please clarify if the vendor shall be responsible for data migration or shall assist UID in data migration.	Refer corrigendum
83	Section 3	5.4.2.2 Other Services	99	Any component before it gets deployed in the Data Centre has to be assembled as per the given configuration and tested in the pre-production staging environment. The successful bidder/vendor must provide a list of tests to be carried out from point of view of functionality, performance, availability through clustering, security and manageability. Test reports have to be maintained for each component.	Storage arrays comes pre-assembled from plant. It is not feasible to disassemble them first and the re-assemble the same. It is kindly requested to remove this clause from the RFP	It is not required to dis-assemble / re-assemble the components. Tests are to be carried out on fully assembled system as a part of UIDAI acceptance testing.
84	Section 2	5.3 Schedule of requirements	95	The Bidder should ensure that all the peripherals, accessories, sub-components required for the functionality and completeness for the Schedule of Requirements including but not limited to devices, equipment, accessories, patch cords (copper/fiber), cables, software licenses, tools, etc. should also be provisioned according to the requirements for successful installation and commissioning of systems.	The storage specifications doesn't ask for any FC or copper cables and it is understood the same will be provided by UID along with SAN switch connectivity. Please confirm	Yes

85	Section 8	5.3 Schedule of requirements	96	The Bidder should ensure that the equipment can be mounted into the industry standard Racks provisioned by the UIDAI or by the Bidder. If the equipment proposed by the Bidder cannot be mounted into the Racks provisioned, the Racks for those equipment should be provisioned by the Bidder separately without any additional cost to the UIDAI.	It is understood that the industry standard racks will be provided by UID for mounting storage hardware. Please confirm.	Refer corrigendum
86	Section 11	5.3 Schedule of requirements	96	It is expected that the Bidder will provide the hardware and software after due consideration to the compatibility issues between various proposed components. If there is a problem with compatibility between components, the Bidder should replace the components with an equivalent or better component that is acceptable to UIDAI at no additional costs to UIDAI and without any project delays.	It is understood that in case the winning bidder needs a higher level firmware on the existing DMX storage array for storage based data migration and UID will provision the same from the existing DMX's OEM. Also, the DMX boxes will be under AMC during the activity. Please confirm	Latest firmware upgradation will be available on DMX boxes
87	Section 8	3.6 Installation, Commissioning, Testing and User Acceptance Tests	53	The acceptance test which involves the testing and acceptance of the complete goods and services shall be conducted by the Vendor in the presence of the Purchaser and/or authorized officials and/or any other team or agency nominated by the Purchaser and OEM. All expenses for special devices, if any, for installation commissioning, testing and acceptance of the Goods/Services shall be borne by the Vendor	Please confirm if UID will bear the charges of travel and boarding for the factory acceptance test or is vendor supposed to factor the same.	Vendor shall bear all the charges upto ATRR. UAT shall be conducted by UIDAI.

88	Section 6	6.5 Appendix E – Undertaking from OEM	122	We agree to provision the required critical spares/components at the designated sites of UIDAI for meeting the required commitments.	Since UID has asked for OEM support center to be in both Delhi NCR and Bengaluru, and all the critical spares are stocked in the same, it is requested to kindly remove this requirement	No Change
89	Section 2 - Instruction to Bidder (2.3.2 (i) EMD)		26 and 27	<p>The EMD may be forfeited:</p> <p>a) 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.</p> <p>b) 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 in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.</p> <p>c) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.</p> <p>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>	We would request for revision as shown in the clause in red. The contract would be as per mutually agreed terms and conditions.	No Change

90	Instruction to Bidder (2.15 Terms and conditions of Bidder)		33 and 34	The Bidder should note that any deviation (s) or non-compliance will lead to rejection of bid.	We request that bidders should be allowed to provide their deviations to Tender conditions which should be discussed and agreed upon before the commercial bids are opened and bidder is shortlisted.	No Change
91	Instruction to Bidder 2.28 UIDAI's Right to Vary Scope of Contract at the time of Award		44	1 The UIDAI may at any time, by a written order given to the successful bidder/vendor pursuant to Clauses in Section III, make changes within the general scope of the Contract.2 The UIDAI shall reserve the right, not to purchase all or partial Goods/Services quoted by the successful bidder/vendor in this bid.3 The UIDAI shall reserve the right, not to award the Comprehensive AMC to successful bidder/Vendor after completion of warranty period or any year after that.	Please note that the bid is submitted based on the scope of work in the RFP and any changes to the same should be agreed mutually.	No Change

92	2.32 Performance Bank Guarantee (PBG)		45	<p>1 Within 15 days of the receipt of notification of award of the contract from the purchaser, the successful Bidder/vendor shall furnish the PBG as per format prescribed in Appendix B of clause 6.2</p> <p>2 Failure of the successful Bidder/vendor to submit the PBG within 15 days shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security (EMD)/ execution of Bid Securing Declaration, in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids.</p> <p>3 This Performance Bank Guarantee will be for a total amount equivalent to 10% of total contract value. Multiple PBGs shall be submitted which are as below</p> <p>a) 10% of total CAPEX cost and having validity till T0+3 years and 5months. However, PBG should remain valid for 60 days beyond Capex obligations.</p> <p>b) 2.5% of total OPEX cost having validity till T0+4 Year and 5 Months. However, PBG should remain valid for 60 days beyond 4th Year AMC period for which revised PBG at later stage may be submitted if required.</p> <p>c) 2.5% of total OPEX cost having validity till T0+5 Year and 5 Months. However, PBG should</p>	Under sub section 4 please note that Forfeiture of PBG in case of successful bidder to be restricted to non performance by Vendor of its obligations as set forth in mutually agreed contract and cannot be invoked for violations.	No change
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			<p>remain valid for 60 days beyond 5th Year AMC period for which revised PBG at later stage may be submitted if required.</p> <p>d) 2.5% of total OPEX cost having validity till T0+6 Year and 5 Months. However, PBG should remain valid for 60 days beyond 6th Year AMC period for which revised PBG at later stage may be submitted if required.</p> <p>e) 2.5% of total OPEX cost having validity till T0+7 Year and 5 Months. However, PBG should remain valid for 60 days beyond 7th Year AMC period for which revised PBG at later stage may be submitted if required.</p> <p>(To is date of issue of Lol/NOA by UIDAI)</p> <p>4 PBG shall be invoked by UIDAI in the event the successful bidder/vendor:</p> <p>i. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of UIDAI,</p> <p>ii. Misrepresentations of facts/information submitted to UIDAI.</p> <p>5 The performance bank guarantee may be discharged/returned by UIDAI upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.</p>	
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			<p>6 In the event of the Bidder being unable to service the contract for whatever reason, UIDAI would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of UIDAI under the contract in the matter, the proceeds of the PBG shall be payable to UIDAI as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. UIDAI shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.</p> <p>7 UIDAI shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.</p> <p>8 In case the project is delayed beyond the project schedule as mentioned in clause 5.5, the performance bank guarantee shall be accordingly extended</p> <p>9 On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate will be issued and the PBG will be returned to the Bidder, after 60</p>	
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				days of contractual obligations date.		
93	3 Section III - General Conditions of Contract (3.5 Patent Rights)		52	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 or any part thereof.	Request deletion of existing language and consider the below:"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 our Products or any part thereof. ___ will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by __, provided that Client promptly (i) notifies ___ in writing of the claim, (ii) supplies information requested by __, and (iii) allows __ to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.___ has no responsibility for claims based, in whole or part, on Non-___ Products, items not provided by ___, or any violation of law or third party rights caused by Client's content, materials, designs, specifications, or use of a non-current version or release of an ___ Product when an infringement claim could have been avoided by using a current version or release. "	No Change

94	3.17 Delays in Vendor's performance		61	<p>3.17 Delays in the Vendor's Performance</p> <p>1. Delivery of the Goods and performance of Service shall be made by the Vendor in accordance with the Timelines specified by the Purchaser in Clause 5.5.2. 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.</p> <p>3. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the goods and performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the parties. If the vendor request to delay the delivery of goods and performance of services is not found acceptable to the purchaser, Clause 3.19 would be invoked.</p>	<p>Please treat this as our submission that for delay in performance PBG should not be forfeited and Liquidated Damages are the sole and exclusive remedy.</p>	No Change
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95	3.18 Liquidated Damages		62	<p>If the successful bidder/vendor fails to deliver, install and/or commission any or all of the Goods 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 5.4. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.19.2. During the warranty and AMC period, if the successful bidder/Vendor fails to provide replacement, repair or rectify the faulty Hardware/equipment and Software supplied by vendor within the duration specified in clause 5.4 and the target timelines specified in clause 5.5 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 5.4. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.19.3. The overall liquidated damages will be maximum of 10% of the Contract value.4. If the liquidated damages amount of any quarter is more</p>	<p>Please note that Liquidated Damages shall be levied as exclusive remedy only for reasons solely attributable to the Vendor and shall aggregated under the direct damages liability cap</p>	No Change
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				<p>than the quarterly bill due to the vendor, amount will be deducted from the subsequent quarterly bills. However, if the liquidated damages amount is not recoverable from the pending dues to the vendor, in that case, same shall be recovered from other pending payments of the vendor including encashing PBG, if required.</p>		
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96	3.19 Termination for Default		62	<p>1. Purchaser shall provide notice of thirty (30) days to meet the services</p> <p>2. Where an event of default subsists or remain uncured after 30 days of notice to vendor to resolve, the Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part: (i) If the Vendor materially fails to deliver any or all of the Goods/Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 3.17; OR (ii) If the Vendor materially fails to perform any other obligation(s) under the contract.</p> <p>3. 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. Purchaser shall provide adequate notice of such purchase and the same shall aggregate under the Vendor's limitation of liability cap. However, the Vendor shall continue performance of the Contract to the extent not terminated.</p>	<p>Client may terminate the contract only in full for material breach. In the event of termination or suspension, Client shall pay Contractor for all products and services provided up to the effective date of termination. We further submit with respect to Risk Purchase in sub section 3 that: 1) Risk purchase should be triggered only on termination (cannot be triggered at different phases of the project) 2) Prior notice is required 3) Capped to LoL 4) Only incremental costs shall be covered Business to note and review.</p>	No Change
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97	3.20 Force Majeure		63	<p>1. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.</p> <p>2. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.</p> <p>3. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.</p> <p>4. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the</p>	<p>We would request for the following changes -</p> <p>Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods and services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.</p>	Refer corrigendum
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				<p>respective country shall be a sufficient proof of commencement and cessation of the above circumstances.5. 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 received.</p>		
98	3.21 Termination for Insolvency		63	<p>The Purchaser may at any time terminate the Contract without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.</p>	<p>We request change as below: The Purchaser may at any time terminate the Contract without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.</p>	No Change
99	3.22 Termination for Convenience1.		64	<p>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 sixty 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</p>	<p>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 sixty 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. The Purchaser shall pay termination charge as applicable.</p>	No Change

				which such termination becomes effective.		
100	3.30 Passing of Property		67	Ownership shall not pass to the Purchaser unless and until the Goods have been delivered, installed and accepted, in accordance with the conditions of the contract to the entire satisfaction of the Purchaser.	We request for the clause to be changed as below - Ownership shall not pass to the Purchaser unless and until the Goods have been delivered, installed and accepted, in accordance with the conditions of the contract to the entire satisfaction of the Purchaser and upon payment of all the amounts due. For each Machine, Contractor bears the risk of loss or damage up to the time it is delivered to the Contractor-designated carrier for shipment to Customer or to Customer's designated location. Thereafter, Customer assumes the risk. Each Machine will be covered by insurance, arranged and paid for by Contractor for Customer, covering the period until it is delivered to Customer or Customer's designated location. For any loss or damage, Customer must i) report the loss or damage in writing to Contractor within 10 business days of delivery and ii) follow the applicable claim procedure.	No Change
101	3.31 Deductions		67	Payments shall be subject to deductions of any amount, for which the Vendor is liable under the agreement against this Bid.	Request deletion of existing language	No Change
102	3.33 Insurance		67	The Goods supplied under the Contract shall be fully insured by the Vendor against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and commissioning. Cost of insurance is deemed to be included in quoted value of the goods and services.	We request revision as follows: The Goods supplied under the Contract shall be fully insured by the Vendor against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and commissioning . Cost of insurance is deemed to be included in quoted value of the goods and services. ."	No Change

103	3.37 Delivery and Risk Purchase	68	<p>3. 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.4. 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.5. The Purchaser reserves the right to suspend the business with such vendor who defaults in adhering to the contractual delivery schedule, quality of stores etc. as per the contract after giving</p>	<p>We request a change as below: The Purchaser reserves the right to terminate 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 that the Vendor shall only pay the incremental cost and the same shall be aggregated under the liability cap..4. 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.5. The Purchaser reserves the right to suspend the business with such vendor who defaults in adhering to the contractual delivery schedule, quality of stores etc. as per the contract after giving show cause notice to the vendor and considering his reply if any.</p>	No Change
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				show cause notice to the vendor and considering his reply if any.		
10 4	3.38 Fall Clause		69	<p>The following fall clause will form part of the contract placed on successful Bidder:—a) The prices charged for services provided under this contract by the Bidder shall in no event exceed the lowest price at which the 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.b) If any time during the contract period the 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.</p>	We request deletion of this clause.	No Change

10 5	3.39 Indemnification and Limitation of Liability3.39.1 General Indemnity		70	Subject to Clause 3.39.2 below, the successful bidder/vendor (the "Indemnifying Party") undertakes to indemnify by defending the Purchaser and its nominated agencies (the "Indemnified Party") from and against all third party losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, willful default, lack of due care or breach of terms of this Agreement by paying the damages finally awarded by a competent court.	Please note that for IPR indemnity - we have already clarified in Clue 3.5 Patent rights above. Also, please note that ____ must be notified promptly of any claim and be allowed sole defense of the claim.	No Change
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10 6	3.39.4 Risk Purchase		72	<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>Please note that the same caveats as mentioned in clarifications for clause 3.19 (termination for default) shall apply for risk purchase. Please note that Client cannot set off any amounts due to ____.</p>	No Change
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10 7	Limitation of Liability		72	<p>11. Except in case of gross negligence or willful misconduct:a. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the vendor to pay liquidated damages to the Purchaser; andb. The aggregate liability of the vendor to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the vendor to indemnify the Purchaser with respect to patent infringement.c. The Purchaser shall not be liable to the vendor in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per section 3.19 of this RFP.2. This limitation of liability shall not affect the vendors liability, if any, for damage to 3rd parties caused by the vendors/ 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.</p>	<p>Please note that we request a replacement as below</p> <p>1. Except in case of gross negligence or willful misconduct:a. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the vendor to pay liquidated damages to the Purchaser; andb. The aggregate liability of the vendor to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the individual product or service that is the subject of claim (if recurring, twelve months charges apply)the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the vendor to indemnify the Purchaser with respect to patent infringement.c. The Purchaser shall not be liable to the vendor in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per section 3.19 of this RFP.2. This limitation of liability shall not affect the vendors liability, if any, for damage to 3rd parties caused by the vendors/ 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.</p>	No Change
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10 8	4.1.5 Warranty	81	<p>We warrant that everything to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered shall be full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and for, and acceptance of the goods, but shall expire after 3 Years (36 months) from the date of acceptance of equipment by the Purchaser. Post completion of warranty, 4 year AMC period will start. The obligations under the Warranty expressed above shall include all charges relating to labor, spares, maintenance (preventive, scheduled and unscheduled), and transport charges from site to manufacturers works and back and for repair/adjustment or replacement at site of any part of the equipment which under normal care and proper use and maintenance proves defective in design, material or workmanship, or fails to operate correctively and effectively.</p>	<p>Please note that we would like to clarify that the following is to be added: Exclusion of Warranties ____ will provide third party product warranties on a pass-through basis to Customer in accordance with the relevant third party terms and conditions. Further, there are no implied conditions or warranties, including warranties for merchantability and fitness for a particular purpose.</p>	No Change
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109				Additional Clauses requested	Termination for Breach Either party may terminate the contract, with thirty days prior written notice, if the other party has committed a material breach of the contract and if such breach has not been cured during the notice period. Customer shall pay Bidder for all products and services provided up to the effective date of termination.	No Change
110	Preamble	1.1 (c)	8	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

11 1	Preamble	1.1 (d)	9	<p>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 EMD would be forfeited/Bid Securing Declaration will be executed and tenderer is liable to be banned from doing business with UIDAI.</p>	<p>Request UIDAI to consider the below modification :</p> <p>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 EMD would be forfeited/Bid Securing Declaration will be executed and tenderer is liable to be banned from doing business with UIDAI.</p>	No Change
11 2	Procedure for Submission of Bid	2.1(g)	20	<p>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.</p> <p>The Bid documents may be scanned with 100 dpi with black and white option.</p>	<p>Request UIDAI to consider the below modification :</p> <p>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.</p>	No Change

11 3	Reverse Auction Process	2.1.1(18)	23	All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by UIDAI will form a binding contract between UIDAI and the bidder for entering into a contract.	Request UIDAI to consider the below modification :All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by UIDAI will form an offer binding contract between UIDAI and the bidder for entering into a contract.	No Change
11 4	Earnest Money Deposit (EMD)	2.3.2(f)	28	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 <u>seventh</u> 30th day <u>after the declaration of the successful bidder</u> awards of contract .	No Change

11 5	Earnest Money Deposit (EMD)	2.3.2(i)	28	<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. 	<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 in accordance with the <u>mutually agreed</u> terms and conditions (including <u>the mutually agreed</u> timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee <u>after signing the contract with UIDAI</u> 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
11 6	Earnest Money Deposit (EMD)	2.3.2(j)	29	<p>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 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
11 7	Earnest Money Deposit (EMD)	2.3.2(j)	27	<p>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 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

11 8	Schedule for Invitation to Bid	1.2	10	Date till which the response to the bid should be valid 180 days from the date of opening of Pre-Qualification Bids	Request UIDAI to consider the below modification : Date till which the response to the bid should be valid 180 30 days from the date of opening of Pre-Qualification Bids	No Change
11 9	Firm Prices	2.1	32	The Commercial bid should clearly indicate the price to be charged and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in Annexure 4.2.4 to Annexure 4.2.5 of Section IV.	Request UIDAI to consider the below modification : As GST is in force __ cannot Quote to customer including Statutory Taxes. Taxes should be extra as per actuals. The Commercial bid should clearly indicate the price to be charged and should include exclude all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in Annexure 4.2.4 to Annexure 4.2.5 of Section IV. Any increase or decrease in the rate of applicable taxes or on account of any new levy of taxes shall be borne by the customer.	No Change
12 0	Terms and Conditions of the Bidder	2.15(1)	33	Printed terms and conditions of the Bidders will not be considered as forming part of their Bids.	Request UIDAI to consider the below modification : Printed terms and conditions of the Bidders <u>except for the deviations expressly submitted by the bidder</u> will not be considered as forming part of their Bids.	No Change
12 1	Terms and Conditions of the Bidder	2.15(2)	34	The Bidder should note that any deviation (s) or non-compliance will lead to rejection of bid.	Request UIDAI to consider the below modification :- The Bidder should note that any deviation (s) or non-compliance will lead to rejection of bid.	No Change

12 2	Conditions for Pre-Qualification of Bidders	2.18	34	As per RFP	Request UIDAI to consider the below modification : _____ would be sharing CS/ CA letter for the PQ Criteria as we are under obligations of confidentiality with respect to our previous contractual assignments.	No Change
12 3	Period of Validity of Bids	2.13	32	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	Request UIDAI to consider the below modification : Bids shall remain valid for 180 30 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.	No Change
12 4	Notification of Award	2.3	45	<p>1 UIDAI will notify through Notification of award (NOA) the successful Bidder 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 bidder has to render his acceptance of notification of this award.</p> <p>2 The date of acceptance of Notification of award by the bidder will constitute the formation of the Contract.</p> <p>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.</p>	<p>Request UIDAI to consider the below modification :</p> <p>1 UIDAI will notify through Notification of award (NOA) the successful Bidder 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 bidder has to render his acceptance of notification of this award <u>provided deviations submitted by the bidder are adequately considered by UIDAI.</u></p> <p>2 The date of acceptance of Notification of award by the bidder will constitute the formation of the Contract.</p> <p>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.</p>	No Change

12 5	UIDAI's Right to Vary Scope of Contract at the time of Award	2.28	42	1 Subject to mutual agreement, the UIDAI may at any time but before issue of NoA by a written order given to the successful bidder/ Vendor pursuant to Clauses in Section III, can make changes within the general scope of the Contract.	Request UIDAI to consider the below modification : 1 Subject to mutual agreement, the UIDAI may at any time but before issue of NoA by a written order given to the successful bidder/ Vendor pursuant to Clauses in Section III, can make changes within the general scope of the Contract.	No Change
12 6	Signing of contract	2.31(2)	45	Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI.	Bidder requests modification: - Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract <u>containing mutually agreed terms and conditions</u> and return it to the UIDAI.	No Change
12 7	Performance Bank Guarantee (PBG)	2.32(6)	45	In the event of the Bidder being unable to service the contract for whatever reason, UIDAI would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of UIDAI under the contract in the matter, the proceeds of the PBG shall be payable to UIDAI as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. UIDAI shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.	Bidder requests modification: - In the event of the Bidder being unable to service the contract for whatever reason, UIDAI would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of UIDAI under the contract in the matter, the proceeds of the PBG shall be payable to UIDAI as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. UIDAI shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.	No Change

12 8	Performance Bank Guarantee (PBG)	2.32	47	7 UIDAI shall also be entitled to make recoveries from the bidder"s bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.8 In case the project is delayed beyond the project schedule as mentioned in clause 5.5, the performance bank guarantee shall be accordingly extended	Bidder requests modification: -7 UIDAI shall also be entitled to make recoveries from the bidder"s bills, performance bank guarantee, or from any other amount due to him <u>under this project</u> , an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.8 In case the project is delayed beyond the project schedule <u>due to reasons solely and directly attributable to the bidder as mentioned in clause 5.5</u> , the performance bank guarantee shall be accordingly extended	No Change
12 9	Confidentiality of the document	2.33 (2)	47	Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of manufacturing the articles and the bidder shall not use any such information to make any similar article or part thereof for any other purpose.	Bidder requests deletion of the clause	No Change
13 0	Commercial rejection criteria	2.34	47	iii. Total lump sumvalue quoted by the Bidder must be inclusive of all taxes, duties etc. iv. Bidder shall bear, within the quoted rates, all the taxes and duties as levied on them as applicable. However, tax rate to be mentioned separately.	Request UIDAI to consider the below modification : iii. Total lump sumvalue quoted by the Bidder must be inclusive EXCLUSIVE of all taxes, duties etc. iv. Bidder shall bear, within the quoted rates, all the taxes and duties as levied on them as applicable. However, tax rate to be mentioned separately.	No Change

13 1	Technical Rejection Criteria	2.34(1)	48	<p>ii. 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.iii. 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 EMD will be forfeited/Bid Securing Declaration will be executed.iv. EMD will be forfeited/Bid Securing Declaration will be executed in case of any breach of Confidentiality clause.</p>	<p>Bidder requests modification: -ii. 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 <u>except for those clauses for which deviations have been submitted by the bidder</u>. Evaluation will be carried out on the information available in the bid.iii. 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 EMD will be forfeited/Bid Securing Declaration will be executed.iv. EMD will be forfeited/Bid Securing Declaration will be executed in case of any breach of Confidentiality clause.</p>	No Change
13 2	Definitions	3.1(9)	50	<p>"Acceptance of Bid" means the letter/telex/telegram/fax or any memorandum communicating to the successful bidder/Vendor the acceptance of his Bid and includes an advance acceptance of his Bid.</p>	<p>Bidder requests modification: -</p> <p>"Acceptance of Bid" means the letter/telex/telegram/fax or any memorandum communicating to the successful bidder/Vendor the acceptance of his Bid and includes an advance acceptance of his Bid.</p>	No Change

13 3	Definitions	3.1(13)	51	<p>“Commissioning” includes installation of operating systems in respective components and power-on, basic hygiene tests, setup and tuning as per purchaser requirements including network connectivity. Purchaser reserves the right to inspect the installation and the bidder has to obtain the installation note duly signed by purchaser or its representative to claim the successful commissioning of the component.</p>	<p>Bidder requests modification: -“Commissioning” includes installation of operating systems in respective components and power-on, basic hygiene tests, setup and tuning as per purchaser requirements including network connectivity. Purchaser reserves the right to inspect the installation and the bidder has to obtain the installation note duly signed by purchaser or its representative to claim the successful commissioning of the component. <u>In case Purchaser uses the component commercially or fails to provide the sign off on installation within fifteen (15) days of the submission of the installation note, the component shall be deemed to be installed.</u></p>	No Change
13 4	Standards	3.3	52	<p>1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution.</p> <p>2. The Vendor shall ensure that the Goods supplied under the Contract against all purchase orders are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials without any additional cost to the Purchaser.</p>	<p>Bidder requests modification: -</p> <p>1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution <u>after mutual agreement between UIDAI and the Vendor.</u></p> <p><i>2. The Vendor shall ensure that the Goods supplied under the Contract against all purchase orders are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials without any additional cost to the Purchaser.</i></p>	No Change

13 5	Patent Rights	3.5	52	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 or any part thereof.	Bidder requests modification: - The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or registered industrial design rights arising from the deliverables delivered by the Vendor to UIDAI pursuant to this Agreement use of the Goods or any part thereof.	No Change
13 6	Installation, Commissioning, Testing and User Acceptance Tests	3.6	54	9. The vendor shall replace, at the Vendor's cost, the whole or any part of the equipment as may be necessary for conclusion of the acceptance tests to the satisfaction of purchaser.10. Should Acceptance Tests not be concluded to the satisfaction of the purchaser, the vendor shall replace, at vendor's cost, the whole or any part of the equipment as may be necessary for conclusion of the acceptance tests to the satisfaction of the purchaser.11. Should acceptance tests still not be concluded to the satisfaction of the purchaser, the purchaser shall have the right to reject the equipment in respect of which the acceptance tests are not satisfactorily concluded as provided in this clause and to terminate this contract to the extent it relates to such equipment and in that event the Vendor shall refund and repay all amounts received by the Vendor from the Purchaser including interest at the rate of 10% per annum in respect of that equipment, within 60 days	Bidder requests modification: -9. The vendor shall replace, at the Vendor's cost, the whole or any part of the equipment as may be necessary for conclusion of the acceptance tests to the satisfaction of purchaser. 10. Should Acceptance Tests not be concluded in material conformity with the contractual specifications to the satisfaction of the purchaser, the vendor shall replace, at vendor's cost, the whole or any part of the equipment as may be necessary for conclusion of the acceptance tests in material conformity with the contract to the satisfaction of the purchaser.11. Should acceptance tests still not be concluded in material conformity with the contractual specifications to the satisfaction of the purchaser, the purchaser shall have the right to reject the equipment in respect of which the acceptance tests are not satisfactorily concluded as provided in this clause and to terminate this contract to the extent it relates to such equipment and in that event the Vendor shall refund and repay all amounts received by the Vendor from the Purchaser including interest at the rate of 10% per annum in respect of that equipment, within 60 days from the receipt of a written claim from the Purchaser.	No Change

				from the receipt of a written claim from the Purchaser.		
137	Installation, Commissioning, Testing and User Acceptance Tests	3.6	54	The timeline mentioned for Acceptance (User Acceptance Test) in clause 4.1.4 by purchaser is tentative. This may increase or decrease for which UIDAI shall not be responsible for any cost if incurred by vendor on this account.	Bidder requests deletion of the said clause	No Change
138	AMC	3.11.2	57	Post warranty, total annual maintenance charges of that year would be paid in 4 Nos of equal quarterly instalments after completion of each quarter of the AMC period.	Post warranty, total annual maintenance charges of that year would be paid in 4 Nos of equal quarterly instalments after completion of each quarter of the AMC period.	No Change
139	Warranty/AMC	3.10.1 (1)	57	The Vendor warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Vendor further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Vendor, that may develop under normal use of the supplied Goods in the	<p>Bidder requests modification: -</p> <p>The Vendor warrants that the Goods supplied under the Contract are, at the time of delivery, new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Vendor further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Vendor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p>	No Change

				conditions prevailing in the country of final destination.		
14 0	Warranty/AM C	3.10.1 (2)	57	This warranty shall remain valid, for 3 Years (36 months) in respect of equipment, or any portion thereof as the case may be, which have been delivered (and commissioned) to the final destination indicated and accepted as part of the scope of this bid. The warranty period shall commence from the date of acceptance of system i.e. UAT of all the devices by UIDAI after the successful installation and commissioning of the same. Utilisation of goods/equipment shall be done after acceptance of goods/equipment is complete.	Bidder requests modification: - This warranty shall remain valid, for 3 Years (36 months) in respect of equipment, or any portion thereof as the case may be, which have been delivered (and commissioned) to the final destination indicated and accepted as part of the scope of this bid. The warranty period shall commence <u>from the date of delivery of the equipment</u> acceptance of system i.e. UAT of all the devices by UIDAI after the successful installation and commissioning of the same. Utilisation of goods/equipment shall be done after acceptance of goods/equipment is complete.	No Change
14 1	Warranty/AM C	3.10.1 (6)	57	If the Vendor, having been notified, fails to remedy the defect(s) within a period defined, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.	Bidder requests modification: -If the Vendor, having been notified, fails to remedy the defect(s) within a period defined, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract. However vendor's liability in this case will be limited to 10% of the value of the goods or services for which such option is exercised.	No Change

14 2	Period of Contract	3.10.2	58	<p>1. This contract for “Supply, Installation, Commissioning and Post Warranty Maintenance of Enterprise Storage Solution” shall start from date of acceptance of Notification of award by bidder (as per clause 2.30 of section II of RFP) and shall last till completion of 4th year of AMC. This includes warranty period of 3 years (36 months) in respect of equipment, warranty commences from the date of acceptance of goods by purchaser and extendable comprehensive AMC support (after 3 years of warranty) for equipment upto 48 months. In case product/equipment is not End of Support after expiry of contract, the purchaser may extend the contract upto 2 years or till the equipment is End of Support, whichever is less (after completion of 7 years) on same terms and conditions of this contract at the sole discretion of the Purchaser. The rate for such extension of AMC will be 7th year AMC cost.</p> <p>2. Notwithstanding the provision of Clauses mentioned above, the period of Contract shall be valid subject to the satisfaction of the Purchaser.</p>	<p>Bidder requests modification: -</p> <p>1. This contract for “Supply, Installation, Commissioning and Post Warranty Maintenance of Enterprise Storage Solution” shall start from date <u>of signing of the contract</u> acceptance of Notification of award by bidder (as per clause 2.30 of section II of RFP) and shall last till completion of 4th year of AMC. This includes warranty period of 3 years (36 months) in respect of equipment, warranty commences from the date of acceptance of goods by purchaser and extendable comprehensive AMC support (after 3 years of warranty) for equipment upto 48 months. In case product/equipment is not End of Support after expiry of contract, the purchaser may extend the contract upto 2 years or till the equipment is End of Support, whichever is less (after completion of 7 years) on <u>same terms and conditions mutually agreeable to both parties</u> of this contract at the sole discretion of the Purchaser. The rate for such extension of AMC will be 7th year AMC cost.</p> <p>2. Notwithstanding the provision of Clauses mentioned above, the period of Contract shall be valid subject to the satisfaction of the Purchaser.</p>	No Change
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14 3	Payment Schedule	3.11	58	The payments are for goods and services are as belowi) 10% against delivery of all equipment and accessories.ii) 50% against installation and satisfactory commissioning of all Goods/Servicesiii) 30% after 15 days of submission of ATRRiv) Balance 10% to be disbursed in 8 (eight) equal quarterly instalmentsafter one year of acceptance of system.	Bidders Request modification in disbursement of paymentsi) 10% 90% against delivery of all equipment and accessories.ii) 50% 10%against installation and satisfactory commissioning of all Goods/Servicesiii) 30% after 15 days of submission of ATRRiv) Balance 10% to be disbursed in 8 (eight) equal quarterly instalmentsafter one year of acceptance of system.	No Change
14 4	Change order	3.13	58	UIDAI reserves the right to increase the quantity within 2 years of the Contract Period, of upto 50% of the Quantity. UIDAI may also decrease the quantity at its sole discretion. In case of any increase/ decrease in quantities of any equipment, unit rate for equipment indicated in the contract will be applicable.	UIDAI reserves the right to increase the quantity within 2 years of the Contract Period, of upto 50% of the Quantity. UIDAI may also decrease the quantity at its sole discretion..It should be restricted to +/- 10% maximum of the quantity quoted as per RFP. In case of any increase/ decrease in quantities of any equipment, unit rate for equipment indicated in the contract will be applicable.	No Change
14 5	Assignment	3.15	61	The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, to other party, except with the Purchaser's prior written consent. The permission, if any, of the purchaser has to be taken within 15 days of award of the contract.	Bidder requests modification: - The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, to other party, except with the Purchaser's prior written consent. The permission, if any, of the purchaser has to be taken within 15 days of award of the contract.	No Change
14 6	Subcontracts	3.16	61	No sub-contracting of the work either in full or part is allowed.	Bidder requests modification: - No sub-contracting of the work either in full or part is allowed <u>without the prior consent of the Purchaser.</u>	No Change

14 7	Delays in the Vendor's Performance	3.17	61	1. Delivery of the Goods and performance of Service shall be made by the Vendor in accordance with the Timelines specified by the Purchaser in Clause 5.5.2. 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.	1. Delivery of the Goods and performance of Service shall be made by the Vendor in accordance with the Timelines specified by the Purchaser in Clause 5.5.2. 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. In the event of termination by customer, the Bidder shall be paid for the: 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCs 5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts 5. unrecovered investments shall be paid by customer as per termination schedule till the date of termination.	No Change
14 8	Liquidated damages	3.18	61	The overall liquidated damages will be maximum of 10% of the Contract value. If the liquidated damages amount of any quarter is more than the quarterly bill due to the vendor, amount will be deducted from the subsequent quarterly bills. However, if the liquidated damages amount is not recoverable from the pending dues to the vendor, in that case, same shall be recovered from other pending payments of the vendor including encashing PBG, if required.	The overall liquidated damages will be maximum of 10% 3% of the defaulted Contract value. If the liquidated damages amount of any quarter is more than the quarterly bill due to the vendor, amount will be deducted from the subsequent quarterly bills. However, if the liquidated damages amount is not recoverable from the pending dues to the vendor, in that case, same shall be recovered from other pending payments of the vendor including encashing PBG, if required.	No Change

14 9	Termination for Default	3.19	62	<p>1. Purchaser shall provide notice of thirty(30) days to meet the services2. Where an event of default subsists or remain uncured after 30 days of noticeto vendor to resolve, the Purchaser may, without prejudice to any otherremedy for breach of contract, by written notice of default sent to the Vendor,terminate the Contract in whole or in part:(i) If the Vendor fails to deliver any or all of the Goods/Serviceswithin the time period(s) specified in the Contract, or anyextension thereof granted by the Purchaser pursuant to Clause3.17;OR(ii) If the Vendor fails to perform any other obligation(s) under thecontract.3. In the event the Purchaser terminates the Contract in whole or in part, thePurchaser may procure, upon such terms and in such manner as it deemsappropriate, Goods similar to those undelivered, and the Vendor shall beliable to the Purchaser for any excess costs for such similar Goods includingthe efforts of the Purchaser for such arrangement.However, the Vendor shallcontinue performance of the Contract to the extent not terminated.</p>	<p>Bidders Request modification1. Purchaser shall provide notice of thirty(30) days to meet the services2. Where an event of default subsists or remain uncured after 30 days of noticeto vendor to resolve, the Purchaser may, without prejudice to any otherremedy for breach of contract, by written notice of default sent to the Vendor,terminate the Contract in whole or in part: (i) If the Vendor fails to deliver any or all of the Goods/Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 3.17;OR(ii) If the Vendor fails to perform any other material obligation(s) under the contract.In the event of termination Customer shall pay vendor for goods delivered and services rendered till the date of termination.3. 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. Provided further that the Vendor shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Purchaser. However, the Vendor shall continue performance of the Contract to the extent not terminated.</p>	No Change
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15 0	Force Majeure	3.20(4)	63	Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.	Bidder requests modification: - Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.	No Change
15 1	Force Majeure	3.20(5)	63	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 received.	Bidder requests modification: -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 received <u>and services rendered up to the effective date of termination.</u>	No Change

15 2	Termination for Convenience	3.22(1)	64	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 sixty 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.	Bidder requests modification: - The Purchaser <u>Either party</u> may by written notice sent to <u>the other party</u> Vendor , terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of sixty days. The notice of termination shall specify that termination is for <u>that party's</u> 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. <u>In the event of such termination, the Vendor shall be paid for</u> <u>1. goods delivered</u> <u>2. services rendered</u> <u>3. work in progress</u> <u>4. unpaid AMCs</u> <u>5. third party orders in pipeline which cannot be cancelled despite Vendor's best efforts</u> <u>5. unrecovered investments shall be paid by customer as per termination schedule till the date of termination.</u>	No Change
15 3	Dispute Resolution - Continuatio n of Contract	14	64	Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.	Bidder requests modification: - Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall <u>reasonably endeavor to</u> continue to be governed by and perform the work in accordance with the provisions under this Contract.	No Change
15 4	Insurance	3.33	67	As per RFP	___ only provides a Company wide Insurance policy and not any transaction specific insurance.	No Change

15 5	No Claim Certificate	3.34	65	As per RFP	Not acceptable. Request deletion	No Change
15 6	Delivery and Risk Purchase	3.37(1)	68	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 delivery schedule as per schedule specified at clause 5.5.	Bidder requests 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 delivery schedule as per schedule specified at clause 5.5.	No Change
15 7	Delivery and Risk Purchase	3.37(3)	68	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. 5. The Purchaser reserves the right to suspend the business with such vendor who defaults in adhering to the contractual delivery schedule, quality of stores etc as per the contract after giving show cause	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 further that the Vendor shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Purchaser. 5. The Purchaser reserves the right to suspend the business with such vendor who defaults in adhering to the contractual delivery schedule, quality of stores etc as per the contract after giving show cause notice to the vendor and considering his reply if any.	No Change

				notice to the vendor and considering his reply if any.		
158	Fall Clause	3.38	69	As per RFP		Query not mentioned
159	Conditions for Indemnity	3.39.3 (iii)	71	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 bidder to indemnify the Purchaser for all losses in relation to such claim. Upon notice by the bidder, 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;	Bidder requests 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 bidder to indemnify the Purchaser for all losses in relation to such claim. Upon notice by the bidder, 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;	No Change
160	Risk Purchase	3.39.4	72	As per RFP	Not acceptable.Request deletion	No Change

16 1	Limitation of Liability	3.39.5	72	<p>a. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the vendor to pay liquidated damages to the Purchaser; andb. The aggregate liability of the vendor to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the vendor to indemnify the Purchaser with respect to patent infringement.c. The Purchaser shall not be liable to the vendor in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per section 3.19 of this RFP.2. This limitation of liability shall not affect the vendors liability, if any, for damage to 3rd parties caused by the vendors/ 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.</p>	<p>Bidder requests modification: a. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the vendor to pay liquidated damages to the Purchaser; andb. The aggregate liability of the vendor to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the vendor to indemnify the Purchaser with respect to patent infringement.c. The Purchaser shall not be liable to the vendor in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per section 3.19 of this RFP.2. This limitation of liability shall not affect the vendors liability, if any, for damage to 3rd parties caused by the vendors/ 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.</p>	No Change
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16 2	Technical Bid Letter	4.1.2	76	<p>7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to supply Hardware and Software as per these terms and conditions of the bid document.</p> <p>10. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.</p>	<p>Bidder requests modification: -</p> <p>7. We have carefully read, understood <u>and except for the terms and conditions for which deviations have been submitted by us</u>, accepted <u>all other</u> the terms & conditions specified in the bid. We do hereby undertake to supply Hardware and Software as per these terms and conditions of the bid document.</p> <p>10. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.</p>	No Change
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16 3	Warranty	4.1.5	81	<p>We warrant that everything to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered shall be full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and for, and acceptance of the goods, but shall expire after 3 Years (36 months) from the date of acceptance of equipment by the Purchaser. Post completion of warranty, 4 year AMC period will start. The obligations under the Warranty expressed above shall include all charges relating to labour, spares, maintenance (preventive, scheduled and unscheduled), and transport charges from site to manufacturers works and back and for repair/adjustment or replacement at site of any part of the equipment which under normal care and proper use and maintenance proves defective in design, material or workmanship, or fails to operate correctively and effectively.</p>	<p>Bidder requests modification: -We warrant that everything to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered shall be <u>in material full</u> conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and for, and acceptance of the goods, but shall expire after 3 Years (36 months) from the date of delivery of the goods <u>at the Purchaser's location</u>. acceptance of equipment by the Purchaser. Post completion of warranty, 4 year AMC period will start. The obligations under the Warranty expressed above shall include all charges relating to labour, spares, maintenance (preventive, scheduled and unscheduled), and transport charges from site to manufacturers works and back and for repair/adjustment or replacement at site of any part of the equipment which under normal care and proper use and maintenance proves defective in design, material or workmanship, or fails to operate correctively and effectively.</p>	No Change
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16 4	Scope of Work	5.1(2)	94	The scope of work for this bid includes supply, installation, commissioning and maintenance of Hardware and Software during the contract period	<p>Bidder requests modification: -</p> <p>The scope of work for this bid includes comprises of supply, installation, commissioning and maintenance of Hardware and Software during the contract period</p>	Clause is already same as required. Mentioned.
16 5	Schedule of Requirements	5.3(3)	95	The Bidder will have to make all provisions to meet the schedule of requirements at no additional cost and time implications to UIDAI. UIDAI will not be responsible if the Bidder has not provisioned some components, sub-components, assemblies, sub-assemblies as part of the bill of material in the Bid.	<p>Bidder requests modification: -</p> <p>The Bidder will have to make all provisions to meet the schedule of requirements at no additional cost and time implications to UIDAI. UIDAI will not be responsible if the Bidder has not provisioned some components, sub-components, assemblies, sub-assemblies as part of the bill of material in the Bid.</p>	No Change
16 6	Schedule of Requirements	10	96	Any additional components, sub-components, assemblies, sub-assemblies that would be required to meet the desired performance requirements under “live” conditions will have to be provisioned by the Bidder at no additional cost to UIDAI and without any project delays.	<p>Bidder requests modification: -Any additional components, sub-components, assemblies, sub-assemblies that would be required to meet the desired performance requirements under “live” conditions will have to be provisioned by the Bidder at a mutually agreed no additional cost to UIDAI and without any project delays.</p>	No Change
16 7	Requirements and Objectives	5.4.1 (2)	97	The services, including but not limited to the following, should be provided i. Planning and scheduling for installation and commissioning as per agreed plan. ii. Installation of hardware, software. iii. Maintenance and Support for the infrastructure provided.	<p>Bidder requests modification: -</p> <p>The following services, including but not limited to the following, should be provided i. Planning and scheduling for installation and commissioning as per agreed plan. ii. Installation of hardware, software. iii. Maintenance and Support for the infrastructure provided.</p>	No Change

168	Schedule of Requirements	11	96	Any additional components, sub-components, assemblies, sub-assemblies that would be required to meet the desired performance requirements under “live” conditions will have to be provisioned by the Bidder at no additional cost to UIDAI and without any project delays.	<p>Bidder requests modification: -</p> <p>Any additional components, sub-components, assemblies, sub-assemblies that would be required to meet the desired performance requirements under “live” conditions will have to be provisioned by the Bidder at a mutually agreed no additional cost to UIDAI and without any project delays.</p>	No Change
169	Requirements and Objectives	5.4.1 (9)	98	All the personnel employed by the successful bidder/Vendor for this contract shall adhere to the security policy of UIDAI and should follow the policy of UIDAI in terms of software, configuration and services.	Request UIDAI to share the Security Policy.	It will be shared with successful bidder
170	Requirements and Objectives	5.4.1 (2)	97	<p>The services, including but not limited to the following, should be provided</p> <p>i. Planning and scheduling for installation and commissioning as per agreed plan.</p> <p>ii. Installation of hardware, software.</p> <p>iii. Maintenance and Support for the infrastructure provided.</p>	<p>Bidder requests modification: -</p> <p>The following services, including but not limited to the following, should be provided</p> <p>i. Planning and scheduling for installation and commissioning as per agreed plan.</p> <p>ii. Installation of hardware, software.</p> <p>iii. Maintenance and Support for the infrastructure provided.</p>	No Change
171	Warranty	5.4.2.4 (1)	99	Refer clause 4.1.5 and the bidder shall provide comprehensive onsite warranty on a 24x7 basis for a period of 3 Years (36 months) in respect of all the Hardware/equipment under this contract. The warranty period shall commence from the date of acceptance of the goods/equipment/hardware. Comprehensive AMC after completion of 3 years to be	Bidder requests modification: -Refer clause 4.1.5 and the bidder shall provide comprehensive onsite warranty on a 24x7 basis for a period of 3 Years (36 months) in respect of all the Hardware/equipment under this contract. The warranty period shall commence from the date of delivery acceptance of the goods/equipment/hardware at the Customer's location . Comprehensive AMC after completion of 3 years to be provided till the end of the contract.	No Change

				provided till the end of the contract.		
17 2	Service Levels - Implementation Phase related Performance Levels	5.4.3	100	As per RFP	Maximum penalty to be capped to 3% of the defaulted contract value.	No Change
17 3	Other SLAs applicable during the complete contract period	5.4.4.3	105	As per RFP	Maximum penalty to be capped to 3% of the defaulted contract value.	No Change
17 4	Bid Security /Earnest Money Deposit Form	Appendix C	117	1. If the Bidder, having its bid during the period of bid validity specified by the Bidder on the Bid Form; or2. If the Bidder, having been notified of the acceptance of its Bid by the UIDAI during the period of bid validity) Fails or refuses to execute the Contract Form, if required; orb) Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders;	Bidder requests modification: -1. If the Bidder, having its bid during the period of bid validity specified by the Bidder on the Bid Form; or2. If the Bidder, having been notified of the acceptance of its Bid by the UIDAI during the period of bid validity) Fails or refuses to execute the Contract Form <u>containing mutually agreed terms and conditions</u> , if required; orb) Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders <u>after signing the contract with UIDAI</u> ;	No Change

17 5	Non Disclosure Agreement	Appendix G	127	We also hereby agree that this NDA will be binding on us throughout the contract period and will survive the contract period in case we are selected as a successful bidder.	Bidder requests modification: - We also hereby agree that this NDA will be binding on us <u>till the selection of the successful bidder</u> through-out the contract period and will survive the contract period in case we are selected as a successful bidder.	No Change
17 6	Compliance Statement	Appendix I-1	141	We hereby undertake and agree to abide by all the terms and conditions stipulated by UIDAI in the RFP document including all annexures and the rules for Reverse Auction.	Bidder requests modification: - We hereby undertake and agree to abide by all the terms and conditions stipulated by UIDAI in the RFP document <u>except for those terms and conditions for which deviations have been submitted by us forming an integral part of our bid</u> including all annexures and the rules for Reverse Auction.	No Change
17 7	Compliance Statement	Appendix I-1	142	We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which, we shall forfeit the EMD/Bid Securing Declaration will be executed. We also understand that the UIDAI may debar us from participating in future tenders.	Bidder requests modification: - We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which, we shall forfeit the EMD/Bid Securing Declaration will be executed. We also understand that the UIDAI may debar us from participating in future tenders.	No such clause in RFP
17 8	Letter of Participation	Annexure I-2	144	We, hereby confirm that we will honour the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which, we will forfeit the EMD /Bid Securing Declaration will be executed. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.	Bidder requests modification: -We, hereby confirm that we will honour the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which, we will forfeit the EMD /Bid Securing Declaration will be executed. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.	No such clause in RFP

179	Pre Bid/ Pre Contract Integrity Pact	Section 2 (1.2)	148	The Bidder / Contractor will not commit any offence under the relevant IPC/PC Acts; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.	Bidder requests modification: - The Bidder / Contractor will not commit any offence under the relevant IPC/PC Acts; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.	No Change
180	Pre Bid/ Pre Contract Integrity Pact	Section 4	149	1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security or will execute Bid-Securing Declaration. 2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.	Bidder requests modification: - 1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security or will execute Bid-Securing Declaration. 2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.	No Change

18 1	Pre Bid/ Pre Contract Integrity Pact	Section 5(1)	149	The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.	Bidder requests modification: -The Bidder declares that no previous transgressions occurred in the last 3 years with <u>any other government entity in India</u> Company in any country conforming to the anti-corruption or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.	No Change
18 2	Bid Securing Declaration Form	Appendix K	154	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:-	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:-	No Change
18 3	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 Purchaser/UIDAI.	No Change
18 4	Savings Clause	NA	NA	Clause to be added	Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected , delayed or causes non-performance due to Purchaser/UIDAI's omissions or actions whatsoever.	No Change

18 5	Deemed Acceptance	NA	NA	Clause to be added	Services and/or deliverables shall be deemed to be fully and finally accepted by Purchaser/UIDAI in the event when Purchaser/UIDAI has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Purchaser/UIDAI uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Client.	No Change
18 6	SNR	NA	NA	Clause to be added	Purchaser/UIDAI hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Purchaser/UIDAI agrees that Bidder shall not be in any manner be liable for any delay arising out of Purchaser/UIDAI's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.	No Change
18 7	Intellectual Protection	NA	NA	Clause to be added	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Purchaser/UIDAI.	No Change

188	Audit	NA	NA	Clause to be added	Request that the following be included: Excluding a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Contractor to provide to Purchaser/UIDAI access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Contractor's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Contractor's profitability or other such financial data.	No Change
189	Bidders right to terminate	NA	NA	Clause to be added	The bidder shall have the right to terminate the contract in the event any undisputed amount remains unpaid for a period exceeding 15 days.	No Change
190	Risk and Title	Na	NA	Clause not present in RFP	The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	No Change
191	5.3 Schedule of requirements	5.3	pg 96 pt.9	9. The Bidder is responsible for provisioning all the equipment along with associated peripherals, accessories, cables, sub-components, etc.	Bidder requests clarity : Fiber cabling and existing SAN switch details are required. We understand that UID will be responsible for providing SAN switches, free SAN ports , SFPs, Network ports and power etc..	Yes
192	5.4.1 Requirements and Objectives	5.4.1	pg 97 pt.7	The successful bidder/Vendor shall be responsible for coordination with all the existing vendors of UIDAI, troubleshooting, addressing borderline issues, coordinating with users at UIDAI locations, to ensure successful rollout of the solution.	Please specify if any current known issues that needs to keep into considerations.	Issues arise during day to day operations

19 3	5.4.2.1 Installation and Commissionin g for all Hardware/Equi pment	5.4.2.1	pg 98 pt.5	Installation and configuration of software license including, but not limited to, Operating System (OS), etc. on the hardware/storage solution shall be the responsibility of the successful bidder/vendor. The successful bidder/vendor shall also tune the parameters for optimal performance of the OS.	If any specific parameters tuning required please specify. We understand that , it will be discussed /agreed on required tunable parameters at the time of HLD design during implementation phase.	Refer corrigendum
19 4	5.4.2.1 Installation and Commissionin g for all Hardware/Equi pment	5.4.2.1	pg 98 pt.6	The vendor shall be responsible for data migration from existing storage to new storage boxes.	We understand as, Bidder will share migration options available with proposed storage. The actual data migration will be carried out by MSP.	Refer corrigemdu m
19 5	5.4.2.2Other Service	5.4.2.2	pg 99 pt.6	The vendor shall assist UIDAI in data migration from existing storage to new storage boxes.	We understand as, Bidder will share migration options available with proposed storage. The actual data migration will be carried out by MSP.	No change
19 6	5.4.2.2Other Service	5.4.2.2	pg 99 pt.3	Any component before it gets deployed in the Data Centre has to be assembled as per the given configuration and tested in the pre-production staging environment. The successful bidder/vendor must Provide a list of tests to be carried out from point of view of functionality, performance, availability through clustering, security and manageability. Test reports have to be maintained for each component.	we understand at staging area complete visual inspections would be carried out for equipments to identify any sort of physical damage.	Yes

197	5.4.2.5 Ongoing Maintenance & Support Services		pg 100 pt.1	The successful bidder/Vendor shall be responsible for tasks including but not limited to configuration and setting up of Hardware/equipment. The Bidder shall also be responsible for executing software updates when necessary. These services shall be provided at the time of installation and commissioning and thereafter on ongoing basis till the currency of contract.	MSP would be required to plan and schedule such activities with OEM throughout the project whenever support is required.	Yes
198				General queries	We understand that storage replications would be required to setup between DC and DR. Please mention the type of replication, connectivity between sites, Link speed and all required details to RFP as well.	Details will be shared with successful bidder
199				General queries	Please share details for Site readiness, Include power, Space and cooling. Fiber cabling and existing SAN switch details. We understand that UID will be responsible for these SAN switches, free SAN port details, SFP, Network ports and power etc..	Site is ready. Power, space and cooling available. Other points are already clarified.
200		5.3 Schedule of requirements	pg 96 pt.9	9. The Bidder is responsible for provisioning all the equipment along with associated peripherals, accessories, cables, sub-components, etc.	Fiber cabling and existing SAN switch details are required. We understand that UID will be responsible for providing SAN switches, free SAN ports, SFPs, Network ports and power etc..	Yes

20 1	6.8.1 Storage Type 1	25	133	Protocols Support – FC,FCIP,ISCSI, and FCOE	<p>Protocols Support – FC,FCIP/ISCSI, and FCOE</p> <p>FCIP is a replication protocol which converts FC traffic to IP traffic so that the data can be replicated via WAN. FCIP routers are used to provide this feature as the storage runs on FC protocol and we need IP data packets so that they can be transferred to remote site on WAN.</p> <p>FCIP routers not just converts FC traffic to IP but also performs optimization functionalities like compression, deduplication, fastest/shortest path identification etc. which is very essential for remote replication. Hence request you to please make the changes in this clause as requested.</p>	Refer correndum
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20 2	6.8.1 Storage Type 1	32	133	<p>The storage system must support storage virtualization .</p>	<p>The storage system must support Heterogeneous / 3rd PartyStorage Virtualization. Below are the functionalities to be performed via this feature:1. Using the 3rd party/virtualized storage as the last tier or 4th tier for data.2. Migration of data from old storage to new storage platform.3. Avoid vendor lock-in situations where UID is not forced to buy upgrades from a particular vendor. UID should be free to buy any storage in future and virtualize it under the proposed storage and use it as a single storage unit.Heterogeneous / 3rd Party Storage Virtualization is a very critical feature of any Enterprise storage array and it differentiates it from a entry or mid range storage system. This not only will help UID in migration of data from old storage to new storage but also ensure Enterprise Class features like:(a) Single Unified Management of all storage systems across the datacentre not only today but also in future. NIC is free to buy any storage system in future and will still have the power to manage everything via single management console.(b) Optimum Utilization of all storage systems: Use capacity from any storage (from any vendor) and provide it to any application irrespective of one LUN coming from “Storage A” and other coming from “Storage B”.(c) Free from Vendor lock-in situations: Buy any storage or upgrade from any vendor of your choice in future.(d) Use the old/low performing storage systems as the last tier for your data or to keep snapshots/clones. (e) Easy and Reliable way to migrate data across heterogeneous storage platforms, today as well as in future.</p>	Refer corrigendum
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203	6.8.1 Storage Type 1	16	132	Should have storage to storage replication of data	<p>Should have storage to storage replication of data. The offered storage should support and supplied with 2DC Continuous data replication feature and should support 3DC delta replication for zero data loss situations in future.</p> <p>The point related to remote replication mentioned in the current specs is very generic. UID needs to specify the feature required out of this specification. Please change the clause as requested to make this point more elaborative.</p>	No change
204	6.8.1 Storage Type 1		132	New Point to be added	<p>The offered storage system should support and be supplied with automated data tiering feature which allows automatic movement of data between multiple drive types like SSD/Flash, SAS and NL-SAS depending on the access pattern. The current RFP specifications asks for multiple drive types (SSD/FMD, SAS) hence the mentioned feature needs to be added to the RFP else UID will not be able to move/tier data between these drive types even after investing in multiple drives.</p>	No change
205	6.8.2 Storage Type 2	25	137	Protocols Support FC,FCIP,ISCSI,and FCOE	<p>Protocols Support FC,FCIP/ISCSI,and FCOE</p> <p>FCIP is a replication protocol which converts FC traffic to IP traffic so that the data can be replicated via WAN. FCIP routers are used to provide this feature as the storage runs on FC protocol and we need IP data packets so that they can be transferred to remote site on WAN.</p> <p>FCIP routers not just converts FC traffic to IP but also performs optimization functionalities like compression, deduplication, fastest/shortest path identification etc. which is very essential for remote replication. Hence request you to please make the changes in this clause as requested.</p>	Refer corrigendum

20 6	6.8.2 Storage Type 2	32	138	<p>The storage system must support storage virtualization .</p> <p>The storage system must support Heterogeneous / 3rd PartyStorage Virtualization. Below are the functionalities to be performed via this feature:1. Using the 3rd party/virtualized storage as the last tier or 4th tier for data.2. Migration of data from old storage to new storage platform.3. Avoid vendor lock-in situations where UID is not forced to buy upgrades from a particular vendor. UID should be free to buy any storage in future and virtualize it under the proposed storage and use it as a single storage unit.Heterogeneous / 3rd Party Storage Virtualization is a very critical feature of any Enterprise storage array and it differentiates it from a entry or mid range storage system. This not only will help UID in migration of data from old storage to new storage but also ensure Enterprise Class features like:(a) Single Unified Management of all storage systems across the datacentre not only today but also in future. NIC is free to buy any storage system in future and will still have the power to manage everything via single management console.(b) Optimum Utilization of all storage systems: Use capacity from any storage (from any vendor) and provide it to any application irrespective of one LUN coming from “Storage A” and other coming from “Storage B”.(c) Free from Vendor lock-in situations: Buy any storage or upgrade from any vendor of your choice in future.(d) Use the old/low performing storage systems as the last tier for your data or to keep snapshots/clones. (e) Easy and Reliable way to migrate data across heterogeneous storage platforms, today as well as in future.</p>	Refer correndum
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20 7	6.8.2 Storage Type 2	16	137	Should have storage to storage replication of data	<p>Should have storage to storage replication of data. The offered storage should support and supplied with 2DC Continuous data replication feature and should support 3DC delta replication for zero data loss situations in future.</p> <p>The point related to remote replication mentioned in the current specs is very generic. UID needs to specify the feature required out of this specification. Please change the clause as requested to make this point more elaborative.</p>	No change
20 8	6.8.2 Storage Type 2		137	New Point to be added	<p>The offered storage system should support and be supplied with automated data tiering feature which allows automatic movement of data between multiple drive types like SSD/Flash, SAS and NL-SAS depending on the access pattern. The current RFP specifications asks for multiple drive types (SSD/FMD, SAS) hence the mentioned feature needs to be added to the RFP else UID will not be able to move/tier data between these drive types even after investing in multiple drives.</p>	No change