

Reply for bidders queries of RFP for Supply, Installation, Commissioning and Post Warranty Maintenance of Storage Solution

| Sr. No | Clause No. | RFP Pg. No. | Existing Provision in the Clause | Clarification Sought by bidders | Replies from UIDAI |
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| 1 | 2.3.2 (j) | 20 | 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. | Query from the bidder – Request UIDAI to delete the clause as this is one sided clause. Any decision should be as per mutually agreed terms. | No change |
| 2 | 2.10 (2) | 22 | <p>It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:</p> <p>a) Constituted attorney of the company.</p> <p align="center">OR</p> <p>b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company.</p> <p>The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued.</p> <p>The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder.</p> <p>UIDAI may out rightly reject any bid not supported by adequate proof of the signatory's authority</p> | <p>Query from the bidder – Bidder's understanding is that any increase or decrease in the rate of applicable taxes or on account of any new levy of taxes shall be borne by UIDAI. Kindly Confirm.</p> <p>Query from the bidder – Request you to please clarify, whether we can submit Power of Attorney for the person signing the documents?</p> | <p>Query isn't clear. No change.</p> <p>Yes.</p> |

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| 3 | 2.11 (1) | 23 | 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 | Query from the bidder – Request UIDAI to limit the bid validity for 90 days as OEMs don't provide such long period price validity. | No change |
| 4 | 2.13 (1) | 23 | Printed terms and conditions of the Bidders will not be considered as forming part of their Bids. | Query from the bidder – Bidder requests modification: - Printed terms and conditions of the Bidders except for the deviations/ recommendation expressly submitted by the bidder will not be considered as forming part of their Bids. | No change. Pl refer RFP clause 2.22 |
| 5 | 2.16 (4) | 25 | Bidder shall have an average annual turnover of at least INR 90 Crores in last 3 financial years (FY 2014-15, 2015-16, 2016-17) from IT goods and services | Query from bidder- It is submitted that in order to make this bid more competitive and participative, the threshold be please made INR 80 Cr as average instead of INR 90 Cr Query from the bidder - Bidder cumulative annual turnover of 120 crores for the last 3 financial years be considered | No change No change |

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| 6 | 2.16 (5) | 26 | <p>Bidder shall have experience in executing IT goods and services project (pertaining to servers ,storages, networking equipments and related software) 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> <ul style="list-style-type: none"> a) One project costing not less than the amount equal to Rs 9 Cr; Or b) Two projects each costing not less than the amount equal to Rs 6 Cr; Or c) Three projects each costing not less than the amount equal to Rs 3 Cr <p>Only those projects shall be considered complete for which PBG has been returned.</p> <p>Projects which are running in warranty or AMC phase shall be considered provided those have Gone live and are in production/operations phase.</p> <p>For evaluation purpose of the projects which are either completed or Gone live ie which are in production/operation phase – Overall value of contract consisting of IT goods and services; ie capital cost, warranty cost, AMC cost etc pertaining to servers ,storages, networking equipments and related software only, irrespective of the current phase of project; shall be considered. Cost is excluding taxes.</p> | <p>Query from the bidder - It is submitted that ‘PBG has been returned’ condition be removes as proof. We are already submitting the PO, client work completion certificate which suffices the bidder experience. In some cases within the Government, PBG is not asked for and moreover for executed projects pertaining to IT services etc, the PBG will only be returned post the contract period is over.</p> <p>Query from the bidder - No private enterprise experience should be considered for this bid as UIDAI is a very big govt body and bidders who have done similar jobs in Central govt/State govts/PSUs/Autonomous bodies only should be considered</p> <p>Query from the bidder – Request you to please delete the clause, Reason been for turnkey projects PBG is not returned until the AMC / Warranty period is over. Note: Copy of PO/WO + client’s completion certificate is already been</p> | <p>Pl refer corrigendum.</p> <p>Pl refer corrigendum.</p> <p>Pl refer corrigendum.</p> |
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| | | | | asked and Bidder can submit the same as support evidence | |
| 7 | 2.25 (7) | 33 | UIDAI reserves the right to ask the bidder to validate any technical parameter in a laboratory environment at the time of evaluation of the Technical bid, at the cost of the bidder. | Query from the bidder - Since this clause brings financial implication on the bidder, we request you to please provide clarity on the technical parameters and laboratory environment or make OEM liable to fulfil the requirement. | The parameters refer to the Technical Specifications as mentioned in Appendix D, that may require validation for lack of documentary evidence, for which the bidder should have an agreement with the OEM. Hence, no change. |
| 8 | 2.26 | 33 | --- | Query from the bidder- Any change in scope may have impact on the commercials. Request UIDAI to finalise the scope before bid submission | No change. |

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| 9 | 2.26 (1) | 33 | The UIDAI shall reserve the right, not to purchase all/partial Goods/Services quoted by the successful bidder/ Vendor in this bid before issue of Notification of Award. | Query from the bidder - We request UIDAI to amend / delete this clause, as the Bidder quotes the price keeping all the products in mind and cross subsidizing the margins to ensure a winnable bid. Pick and Choose of products and services by UIDAI will defeat the Bidder effort in bidding an aggressively priced bid | No change. |
| 10 | 2.30 (3) | 34 | Performance Bank Guarantee will be for a total amount equivalent to 5% of total contract value. Multiple PBGs shall be submitted which are as below a) 5% of total CAPEX cost and having validity till T ₀ +3 years and 5months. However, PBG should remain valid for 60 days beyond Capex obligations. | Query from the bidder - Request for amendment as 90% payment against delivery and remaining 10% against @10% PBG Query from the bidder – Since 5% PBG of total contract is been mentioned in the statement, we request you to please clarify whether PBG for Both CAPEX & OPEX are to be submitted within 15 days of the receipt of notification of award of the contract or after expiration of PBG validity in sequential order. | No change No change as the clause is pretty clear. |
| 11 | 2.30(3) | 34 | b) 1.25% of total OPEX cost having validity till T ₀ +4 Year and 5 Months. However, PBG should remain valid for 60 days beyond 4 th Year AMC period for which revised PBG at later stage may be submitted if required. c) 1.25% of total OPEX cost having validity till T ₀ +5 Year and 5 Months. However, PBG should remain valid for 60 days beyond 5 th Year AMC period for which | Query from the bidder - Request for amendment as PBG @5% for 4 years of total value of AMC Amount | No change |

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| | | | <p>revised PBG at later stage may be submitted if required.</p> <p>d) 1.25% of total OPEX cost having validity till T_0+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) 1.25% of total OPEX cost having validity till T_0+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>(T_0 is date of issue of LoI/NOA by UIDAI)</p> | <p>Query from the bidder – Since 5% PBG of total contract is been mentioned in the statement, we request you to please clarify whether PBG for Both CAPEX & OPEX are to be submitted within 15 days of the receipt of notification of award of the contract or after expiration of PBG validity in sequential order.</p> | <p>No change. All PBGs as mentioned in clause 2.30 have to be submitted within 15 days of receipt of NoA</p> |
| 12 | 2.30 (6) | 35 | <p>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>Query from the bidder – Request UIDAI to delete the clause</p> | <p>No change.</p> |
| 13 | 2.30 (7) | 35 | <p>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>Query from the bidder - Since clause to invoke PBG is already provisioned, we request you to please elaborate the clause and bring clarity on any additional liability on bidders.</p> <p>Query from the bidder – Bidders understanding is that UIDAI will make recoveries from the bidder's bills, performance bank guarantee, or from</p> | <p>No change.</p> <p>The recoveries may also be made from any other projects of the bidder. No change.</p> |

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| | | | | any other amount due to him under this project only. An equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement. Kindly confirm | |
| 14 | 2.30 (8) | 35 | 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>Query from the bidder - To safeguard bidders' interest and financial burden on bidder, we request you to please mention upper capping on project delay duration.</p> <p>Query from the bidder – Bidders understanding is that the PBG extension is required if the delay is due to reasons solely and directly attributable to the bidder. Kindly Confirm</p> | <p>No change.</p> <p>No change.</p> |
| 15 | 3.5 | 39 | 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. | Query from the bidder - Since the Storage equipment / product is manufactured by the respective OEMs, We request you to please amend the clause and seek letter from OEM to indemnify the Purchaser against all third-party claims of infringement of patent, trademark or | No change. |

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| | | | | <p>industrial design rights arising from the use of the Goods or any part thereof.</p> <p>Query from the bidder – Bidder request that the IP indemnity clause shall be subject to the process of indemnification shall provide the requirement of notice, right to defend and settle, and the concept of apportionment (liable only to the extent of its claim), mitigation and certain carve-outs (like misuse of IP etc).</p> | No change. |
| 16 | 3.6(1) | 39 | The Vendor shall be responsible for installation, commissioning, testing and post warranty maintenance of Storage Solution at Data Centre at Hebbal and Manesar. | <p>Query from the bidder - Since this is a very critical project for UIDAI and to safeguard the project we request you to please make Implementation service by OEM personal mandatory for all bidders.</p> | Pl refer corrigendum |
| 17 | 3.6 (8-10) | 40 | <p>8. 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.</p> <p>9. 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</p> | <p>Query from the bidder – Bidder requests modification: -</p> <p>8. Should Acceptance Tests not be concluded in material conformity with the contractual specifications , the vendor shall replace, at vendor's cost, the whole or any part of the equipment as may be necessary for conclusion of</p> | No change |

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| | | | <p>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.</p> <p>10. The timeline mentioned for Acceptance (User Acceptance Test) in clause 5.5 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.</p> | <p>the acceptance tests in material conformity with the contract</p> <p>9. Should acceptance tests still not be concluded in material conformity with the contractual specification, 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.</p> <p>10. Request UIDAI to define firm timelines for UAT as this is open statement and will have commercial impact on the bidder.</p> | <p>No change</p> <p>Pl refer RFP clause 3.10.1 (2).</p> |
| 18 | 3.7 | 41 | Incidental Services | <p>Query from the bidder – Request UIDAI to clearly define what does it mean by incidental services to avoid any understanding gaps to bidders</p> | <p>The incidental services have already been listed in the said clause. No change</p> |

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| 19 | 3.10.1 (6) | 42 | 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. | Query from the bidder- This is open Risk Purchase Clause and is not acceptable. Request UIDAI to cap vendor's liability to 10% of the value of the goods or services for which such option is exercised. | No change |
| 20 | 3.10.1 (7) | 43 | 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 OEM for the services as per schedule and values mentioned in the contract. The OEM shall provide the undertaking in this regard in MAF form attached (clause 4.1.3). | Query from the bidder - Please confirm that this clause has to be included in the MAF. In case this clause needs to be included in the MAF , we request you to incorporate the same in the MAF and provide an updated MAF in the corrigendum | Pl refer corrigendum |
| 21 | 3.10.2 (1-2) | 43 | 1. This contract for “Supply, Installation, Commissioning and Post Warranty Maintenance of Storage Solution” shall start from date of acceptance of Notification of award by bidder (as per clause 2.28 of section II of RFP) and shall last till completion of 4 th 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 7 th year AMC cost. | Query from the bidder – Modify as – 1. This contract for “Supply, Installation, Commissioning and Post Warranty Maintenance of Storage Solution” shall start from date of signing of the contract and shall last till completion of 4 th 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 | No change. |

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| | | | <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>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 terms and conditions mutually agreeable to both the parties at the sole discretion of the Purchaser. The rate for such extension of AMC will be 7th year AMC cost.</p> <p>2. Bidder requests deletion of the clause as this is one sided clause</p> | <p>No change</p> |
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| 22 | 3.11.1 | 43-44 | The payments of Capex cost for goods shall be as under: | Query from the bidder - Request for change in payment terms as – 90% on supply and remaining 10% after installation, commissioning with 10% PBG. This is very general term of payment in all other tenders of Departments of central government, state government and CVC guideline. | No change. |
| | | | i) 50% against delivery of all equipment and accessories. | | |
| | | | ii) 30% against installation and commissioning of all Goods/ Services | | |
| | | | iii) 10% against submission of ATRR by the bidder | | |
| | | | iv) Balance 10% on commencement of warranty or completion of 30 days from date of submission of ATRR , whichever is early, subject to submission of Guarantee of Equivalent amount and having validity till 3 years and 3 months from date of commencement of warranty. | Query from the bidder - It is submitted that 100% payment for hardware be made against the delivery as well as submission of PBG | No Change. |
| | | | | Query from the bidder – We request to amend the Payment Terms as follows i) 70% against delivery of all equipments and accessories. ii) 20% against installation and satisfactory commissioning of all Goods/ Services iii) 10% against acceptance testing of Goods/ Services. In case the acceptance test of the Goods/Services is delayed or put off beyond 90 days of the receipt of the equipment at Purchaser's | No Change |

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| | | | | <p>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 Scheduled Bank.</p> <p>Query from the bidder- The bidder has to make 100% upfront payment to the OEM.</p> <p>Request UIDAI to amend the payments of Capex cost for goods as under:</p> <ul style="list-style-type: none"> i) 80% against delivery of all equipment and accessories. ii) 10% against installation and commissioning of all Goods/ Services iii) 5% against submission of ATRR by the bidder iv) Balance 5% on commencement of warranty or completion of 30 days from the date of submission of ATRR, whichever is early, subject to submission of Bank Guarantee of Equivalent amount and having validity till 3 years and 3 months from date of commencement of warranty. | No change. |
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| 23 | 3.11.2 | 44 | 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. | <p>Query from the bidder – Bidder's AMC payment terms with OEM is 100% annual advance. Request UIDAI to amend the AMC payments Post warranty, total annual maintenance charges of that year would be paid in quarterly in advance of the AMC period.</p> | No change. |
| 24 | 3.13 (3) | 45 | 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. | <p>Query from the bidder - To support Bidder/UIDAI, We request you to please seek declaration from OEM for the price validity.</p> <p>Query from the bidder – OEM does not provide Price validity for 2 years. Request UIDAI to either delete this clause or take undertaking on OEM letterhead on price validity for similar period.</p> | <p>Pl refer corrigendum.</p> <p>Pl refer corrigendum.</p> |
| 25 | 3.16 | 46 | No sub-contracting of the work either in full or part is allowed. | <p>Query from the bidder – Bidder requests modification: - No sub-contracting of the work either in full or part is allowed without the prior consent of the Purchaser.</p> | No change. |

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| 26 | 3.17 (2) | 46 | 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>Query from the bidder- Bidders understanding is that in the event of termination by UIDAI, the Bidder shall be paid for the:</p> <ol style="list-style-type: none"> 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.un-recovered investments shall be paid by customer as per termination schedule till the date of termination. <p>Kindly confirm.</p> | RFP in various clauses is explicitly clear about such eventualities. |
| 27 | 3.18 (2) | 46 | 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 | <p>Query from the bidder - We request that LD for repair and replacement is charged at 0.5% of the value of the faulty part and not contract price per week of delay upto a maximum of 5% of the equipment value.</p> | No change. |
| 28 | 3.18 (3-5) | | <p>3. The overall liquidated damages will be maximum of 10% of the Contract value.</p> <p>4. 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</p> | <p>Query from the bidder – Request UIDAI to amend the clause as follows:</p> <p>3. The overall liquidated damages will be maximum of 3% of the defaulted Contract value.</p> | No change. |

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| | | | <p>dues to the vendor, in that case, same shall be recovered from encashing PBG, if required.</p> <p>5. Any LD, leviable due to non compliances of provisions of SLA during warranty period, shall be accrued till completion of warranty period and shall be deducted from the amount received after encashment of Bank Guarantee, which has been deposited by the bidder for release of 10% of the payment as mentioned in clause 3.11.1.</p> | <p>4. 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.</p> <p>5. Any LD, leviable due to non compliances of provisions of SLA during warranty period, shall be accrued till completion of warranty period and shall be deducted from the amount received after encashment of Bank Guarantee under this contract only.</p> | <p>No change.</p> <p>No change.</p> |
| 29 | 3.19 | 47 | <ol style="list-style-type: none"> 1. Purchaser shall provide notice of thirty (30) days to meet the services 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: <ol style="list-style-type: none"> (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; <li style="text-align: center;">OR (ii) If the Vendor fails to perform any other obligation(s) under the contract. 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 | <p>Query from the bidder - Bidder requests for at least 30 days cure period, upon failure to cure by Bidder, UIDAI may terminate. Bidder shall not be responsible for any additional cost incurred by UIDAI</p> <p>Query from the bidder – 2(ii).Bidders understanding is that if the Vendor fails to perform any other material obligation(s) under the contract and in the event of termination UIDAI shall pay vendor for goods delivered and services</p> | <p>No change.</p> <p>RFP in various clauses is explicitly clear about such eventualities. Hence, no change.</p> |

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| | | | deems appropriate, Goods similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar Goods including the efforts of the Purchaser for such arrangement. However, the Vendor shall continue performance of the Contract to the extent not terminated. | rendered till the date of termination. Kindly Confirm 3. Bidders understanding is that the bidder 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. Kindly confirm | No change. |
| 30 | 3.20 (4) | 48 | 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. | Query from the bidder – Bidder requests modification: - Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be one of the proofs for commencement and cessation of the above circumstances. | No change. |

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| 31 | 3.22 (1) | 48 | 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. | <p>Query from the bidder - Bidder requests to provide at least 90 days advance notice in case of termination for convenience.</p> <p>Query from the bidder – Bidder understanding is that in the event of termination by UIDAI and notwithstanding anything contained to the contrary, the bidder shall be paid for all the goods delivered and services rendered up to the effective date of termination. Kindly confirm</p> | <p>No change</p> <p>No change</p> |
| 32 | 3.27 | 50 | 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. | Query from the bidder - Request to please clarify the required back-up engineering and systems support. | Pl refer corrigendum |
| 33 | 3.30 | 51 | Ownership shall not pass to the Purchaser unless and until the Goods have been delivered and commissioned, in accordance with the conditions of the contract to the entire satisfaction of the Purchaser. | Query from the bidder - We request UIDAI that since products will be delivered to the site with a tax invoice the ownership of the products so delivered shall transfer to UIDAI on delivery. | No change. |
| 34 | 3.32 (1) | 51 | The Vendor shall be entirely responsible for all taxes, license fees etc., incurred until delivery of the contracted Goods to the Purchaser. If there is any reduction/increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/vendor. | Query from the bidder – Bidder understanding is that UIDAI will pay any increase in Govt. Taxes as per actuals. Kindly confirm | Yes. |

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| 35 | 3.37 | 52 | <p>Delivery and Risk Purchase – All clauses</p> <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, through tendering process.</p> <p>5. The purchaser reserves the right to initiate other actions available under the contract against 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> | <p>Query from the bidder - Bidder requests to delete risk purchase clause.</p> <p>Query from the bidder – 3. Request UIDAI to kindly consider that that bidder 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.</p> <p>5. Request UIDAI to specify what other actions can be taken by UIDAI under the contract? If debar is included, we request UIDAI to delete this clause.</p> | <p>No change.</p> <p>No change.</p> <p>There is no mention of ‘debarment’ in the subject RFP. Hence, no change.</p> |
| 36 | 3.38 | 52-53 | <p>The following fall clause will form part of the contract placed on successful Bidder:–</p> <p>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 and similar buying circumstances to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract.</p> <p>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</p> | <p>Query from the bidder - Request for deleting this clause</p> <p>Query from the bidder – Bidder submits that since the successful bidder will be selected through the competitive bidding process and price discovery mechanism, wherein the technical and commercial</p> | <p>No change.</p> <p>No change.</p> |

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| | | | <p>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> | <p>details submitted by the bidders will be evaluated and compared, this separate requirement/undertaking from the bidders pertaining to Fall Clause and the subsequent provision on appointing independent monitors is not relevant, and we request for removal of this clause.</p> <p>Query from the bidder – The price between two different requirements cannot be same as the buying conditions including scope of work, currency fluctuations and OEM discounts will vary as per scope. Request UIDAI to either delete this clause or include that this is applicable if all the buying conditions are same.</p> | No change. |
| 37 | 3.39.3 (iii) | 54 | <p>Notwithstanding anything contained herein, the vendor and the Purchaser agree and covenant that a notice by the Purchaser to the vendor in relation to the claim as aforesaid shall amount to express acceptance and consent by the 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;</p> | <p>Query from the bidder – Bidder requests deletion of the clause.</p> | No change. |

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| 38 | 3.39 (4) | 55 | <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>Query from the bidder - We request that such excess cost shall be capped at 5% of the value of product, as quoted by the bidder, that has been purchased under this clause.</p> <p>Query from the bidder – Request UIDAI to include that the bidder 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.</p> | <p>No change.</p> <p>No change.</p> |
| 39 | 3.39.5 | 55-56 | Limitation of Liability | <p>Query from the bidder - Bidder will not accept any exception to indirect damages disclaimer. Bidder's entire liability under this tender shall be limited to the total contract value under the purchase order. Bidder request to delete this in clause in entirety and replace it with "Neither UIDAI nor the Vendor shall in any event be liable for indirect and consequential loss and damages including but not limited to loss of business, anticipated revenue, loss of profit etc. To the extent allowed by laws in India, the liability of each party</p> | No change |

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| | | | | under this agreement, in any event regardless of nature of claim under contract, torts and other theory shall be limited to the total contract value under the purchase order.” | |
| 40 | 3.41 | 56 | <p>Vendor shall ensure that the hardware, firmware and the software being offered as part of the contract does not contain any kind of malicious code that would activate procedures to:</p> <ul style="list-style-type: none"> ▪ Inhibit the desired and the designed function of the equipment ▪ Cause physical damage to the user or his equipment during the operational exploitation of the equipment ▪ Tap information regarding the system, network, network users and information stored on the network that is classified and/or relating to National Security, thereby contravening Official Secrets Act 1923. ▪ Cause any loss or corruption of data <p>Vendor shall be responsible for ensuring that the infrastructure provides multiple levels, layers of security against any kind of snooping, break-in and that there are no Trojans, Viruses, Worms, Spywares or any malicious software on the system and in the software, components or embedded shipped software developed or deployed.</p> | <p>Query from the bidder - Since the Storage equipment / product is manufactured by the respective OEMs, We request you to please amend the clause and seek letter from "OEM shall ensure that the hardware, firmware and the software being offered as part of the contract does not contain any kind of malicious code that would activate procedures to:</p> <p>Query from the bidder – The hardware, firmware and the software being offered as part of the contract are provided by</p> | <p>No change.</p> <p>No change.</p> |

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| | | | | OEM and the bidder's role is to supply and install the hardware and software and is not aware about any kind of malicious code. Request UIDAI to take this undertaking from the OEM. | |
| 41 | 4.1.3 | 62 | 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. | Query from the bidder - Bidder requests to define the duration & location of training. | Any training upto & during the UAT (User Acceptance Test) is deemed to be included. |
| 42 | 5.3 (5) | 70 | The Bidder should ensure that there is a 24x7 comprehensive onsite support arrangement during the currency of the contract with all the OEMs for respective components. | Query from the bidder – Kindly clarify if an engineer is required to be stationed onsite 24x7 OR engineer can be made available on call/ requirement 24x7 basis? | The requirement expects 24x7 onsite support, which is incidental, not dedicated support. No change. |
| 43 | 5.3 (7) | 70 | Any equipment supplied to UIDAI shall not be declared end of sale for a minimum of 18 months and end of support for a minimum of 7 years and 6 months from the end of bid submission date. 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. | Query from the bidder – Since in the IT hardware industry, there are frequent innovations happening and hence it is difficult to commit to a minimum End of Sale date of 18 months. Hence request that this | No change |

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| | | | | clause be modified to Upgrades for the proposed solution should be available for a minimum period of 18/24 months. | |
| 44 | 5.3 (10) | 71 | 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. | Query from the bidder – Bidders understanding that any additional requirement which is not part of the scope of this RFP will be as per mutually agreed terms and at extra cost. | Yes. |
| 45 | 5.4.1 (2) | 71 | The services, including but not limited to the following, should be provided <ul style="list-style-type: none"> 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. | Query from the bidder – This is an open ended clause and has commercial impact. UIDAI should define the services required under this RFP Bidder requests modification: - The following services, should be provided <ul style="list-style-type: none"> 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. | Pl refer corrigendum |
| 46 | 5.4.2.2 (1) | 72 | Adhere to the goods movement procedures and policies defined by UIDAI. | Query from the bidder – Bidder requests UIDAI to share all the policies which the bidder needs to comply. Please note that if there is a | Pl refer corrigendum. |

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| | | | | change in the policies which results in bidder incurring additional cost, the same shall be reimbursed to bidder. | |
| 47 | 5.4.2.3 | 73 | The successful bidder/Vendor shall provide comprehensive onsite support to UIDAI at the designated Data Centres on a 24x7 basis to ensure required uptime for the infrastructure provided as part of the Bid. | <p>Query from the bidder - Please clarify, comprehensive onsite support means incidental onsite support or does bidder has to provide dedicated on-site personal 24x7 at both sites?</p> <p>Query from the bidder - Kindly clarify if an engineer is required to be stationed onsite 24x7 OR engineer can be made available on call/ requirement 24x7 basis?</p> | <p>The requirement expects 24x7 onsite support, which is incidental, not dedicated support. No change.</p> <p>The requirement expects 24x7 onsite support, which is incidental, not dedicated support. No change.</p> |
| 48 | 5.4.2.4 | 73 | 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 provided till the end of the contract. | Query from the bidder – For the support level defined in this clause onsite resident engineers are required. Request UIDAI to confirm whether onsite RE are required or support will be on call basis. | The requirement expects 24x7 onsite support, which is incidental, not dedicated support. No change. |
| 49 | 5.4.3 | 74 | Implementation Phase related Performance Levels | Query from the bidder – The penalty is on the higher side. Request UIDAI to cap the maximum penalty to 3% of the defaulted contract value. | No change |

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| | | | | <p>outside India, it can take approximately 8 weeks for delivery of these equipments. Kindly Extend the Delivery of Equipment to - To+8 weeks</p> <p>Query from the bidder – These equipments are imported from outside India and OEM takes around 6 weeks for shipment from its factory. Request UIDAI to provide minimum 8-10 weeks delivery period. Also request UIDAI to increase the milestones for Installation and Commissioning of Equipment, Rendering of ATRR by vendor by at least two weeks for each milestone as this is multi-location project</p> | -do- |
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| 52 | 5.5(3) | 81 | 3 | Installation and Commissioning of Equipment | Installation/ Commissioning of the Infrastructure components and making the Infrastructure ready for Acceptance | To+ 6 Weeks | <p>Query from the bidder – Request for amendment as bidder should ensure that none of the components and sub-installations/commissioning of infrastructure components and making of the infrastructure ready for Acceptance 4 weeks after delivery</p> <p>Query from the bidder – Bidder request to extend the duration of Delivery to 6-8 weeks and solution Installation and Commissioning to 4 weeks after delivery.</p> | <p>Pl refer corrigendum</p> <p>-do-</p> |
| 53 | 5.5(7) | 82 | 7 | Yearly AMC Support for Equipment | Proof of Payment to OEMs and effective duration of AMC support | From completion of 3 years warranty till 7 years from acceptance date | <p>Query from the bidder – Request for deletion of this clause. This is against the NDA and no SI/OEM can show this. Yes, you may ask for OEM undertaking for the same.</p> | Pl refer corrigendum |
| 54 | 6.4 (1) | 89 | <p>Proposed usable capacity of SAN storage array - 1.0 PB with RAID configuration as follows</p> <p>95% capacity with RAID 6 (14+2)</p> <p>5% with RAID 5 (7+1)</p> <p>(Total Raw capacity ~ 1.1PB excluding hot spare)</p> <p>97% SAS HDD Disks and 3% - SSD/FMD Drives shall be supplied. Enterprise grade MLC Flash has to be proposed. Max disk size shall be 8TB</p> | | | | <p>Query from the bidder – 1) Proposed usable capacity of SAN storage array - 1.0 PB with RAID configuration as follows –</p> <ul style="list-style-type: none"> - 95% capacity with RAID 6 - 5% with RAID 5 / RAID 4 - 97% 10K/15K | <p>1-4) Pl refer corrigendum</p> <p>5) Offered model shall be a single storage system. Also, pl refer corrigendum.</p> |

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| | | | <p>RPM of SAS HDD – 15K or 10K</p> | <p>RPM SAS HDD Disks and 3% - SSD/FMD Drives shall be supplied. Enterprise grade MLC Flash has to be proposed. Max disk size shall be 8TB</p> <p>Request for flexibility to offer either RAID 5 or RAID 4 :</p> <p>Both RAID 5 and RAID 4 are single parity RAID's and provide single drive failure protection with different deployment methodology. RAID-4 is similar to RAID-5 but varies which drive holds the parity data for each block.</p> <p>We would like to highlight that the penalty on all RAID types are due to parity calculations, which is observed primarily during modified writes.</p> <p>NetApp's file system "WAFL" (Write Anywhere File Layout) merge/combine incoming small write IOs in a single large write IO to be written on disk in a single go, also due to underlying architecture, it does not</p> | |
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| | | | | <p>modify any existing block, and always write to new blocks and hence, no parity calculation penalties/overheads with NetApp's deployment of RAID 4.</p> <p>Request for flexibility to offer RAID groups as per respective OEM's best practice :</p> <p>Configuring the raid groups in OEM's best practice will ensure the maximum storage efficiency and optimal performance. Also, since UIDAI has clearly mentioned the required usable capacity and hence, mention of Raw capacity is needless.</p> <p>2) Query from the bidder –</p> <p>UIDAI has asked for High End Storage Array with 2TB Cache, 6 Controllers and 1PB storage capacity. We understand the capacity required would be local to the storage array controllers i.e. storage Array should be single array with single serial number and not combination of multiple arrays presented with a common management interface making them</p> | |
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| | | | | <p>appear under one umbrella view. Please clarify. Multiple Arrays clubbed together would complicate the whole design and compromise the availability of the overall system and will also induce latency as data path would get elongated due to virtualization leading to performance impacts.</p> <p>3) Query from the bidder — Please confirm on our understanding of usable capacity required: 1) RAID 6: 921.5TB on SAS and 28.5TB on SSD (Total 950TB) 2) RAID 5: 48.5TB on SAS and 1.5TB on SSD (Total 50TB)</p> <p>4) Query from the bidder — Is the capacity of Usable - 1.0PB & RAW -1.1PB in Base-2 or Base-10 capacity i.e. Usable-1024TB & RAW-1126.4TB. UIDAI to pls confirm.</p> <p>5) Query from the bidder — Request UIDAI to clarify, whether the offered model should be a single storage</p> | |
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| | | | | system or multiple storages clustered together with the help of any virtualization or management solution | |
| 55 | 6.4 (7) | 90 | Min No. of storage controllers /vsd proposed in the system with redundancy – 6 Storage Controllers should be expandable up to 8 Nos. in future | Query from the bidder – Request UIDAI to clarify, whether the offered controllers are to be part of single storage system as per the datasheet of the OEM. | Offered controllers are to be part of single storage system. |
| 56 | 6.4 (11) | 90 | Storage system end-to-end bandwidth from FC host port to backend disk - 6 Gbps or higher | Query from the bidder – Request UIDAI to change the Clause to "Storage system end-to-end bandwidth from FC host port to backend disk - 12 Gbps or higher" as all the latest storage systems comes with 12 Gbps of Connectivity | No change. |
| 57 | 6.4 (12) | 90 | Front-End Ports – Minimum 64 Nos. FC ports of 16G each + 8 Nos. x 10G Ports | Query from the bidder – Please clarify if the front-end ports asked for will be dedicatedly used for Host I/O Operations and Replication only | Front end ports will be used for 1)Host I/O ops 2) Replication 3)snapshots/cloning 4)SAN based backup No change. |

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| 58 | 6.4 (13) | 91 | Back-End ports – Minimum 64 Nos. Back-end SAS lanes of 6 /12 Gbps each, upgradable to 128 Lanes. | Query from the bidder – Request modification to "Backend ports - Minimum backend SAS lanes of 64 x 6Gbps or 32 x 12Gbps, upgradeable to 128 x 6 Gbps or 64 x 12Gbps respectively" | Pl refer corrigendum |
| 59 | 6.4 (14) | 91 | 2TB or more Cache with ECC / Defect management features. The cache shall be mirrored | Query from the bidder – Request UIDAI to clarify, whether the offered cache has to be part of single storage system as per the datasheet of the OEM. | The cache has to be a part of single storage system. |
| 60 | 6.4 (15) | 91 | Should have point in time copy of volumes for backup and remote replication of data | Query from the bidder – Since licenses are based on capacity, please clarify on the quantum of licenses to be provided for point in time copy as well as remote replication. How much capacity will act as source for point in time copy and remote replication | Licence required for 100% capacity. No change. |
| 61 | 6.4 (18) | 91 | Should support for non-disruptive online upgrade of firmware without reboot of the complete storage system. | Query from the bidder – No System whether entry level or enterprise grade requires the whole storage array to reboot while performing firmware upgrade, therefore this requirement is not in line with the high-end requirement of availability for UIDAI and it should be "without reboot of any controller" in place of "without reboot of the | Pl refer corrigendum. |

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| | | | | complete storage system". Therefore we would request you to change the clause to "Should support non-disruptive online upgrade of firmware without reboot of any controller." | |
| 62 | 6.4 (26) | 91 | The storage system must be supplied with hardware SAN controller based Data-at-rest-encryption and key management solution | Query from the bidder – Request UIDAI to change the Clause to "The storage system must be supplied with Data-at-rest-encryption and key management" as different OEM's have different best practices to do encryption in their respective Storage Arrays. | No change |
| 63 | 6.4 (28) | 92 | It should have Data Migration capability from EMC-DMX boxes | <p>Query from the bidder – Request to elaborate this clause, that as an SI/Bidder we need to migrate data from EMC-DMX boxes to new storage box. If yes, please share complete details about data which needs to be transferred.</p> <p>Query from the bidder – As per our understanding data migration from EMC-DMX to new Storage is not</p> | <p>We are expecting the migration / movement of data from existing EMC-DMX boxes to the new storage systems w/o data loss and integrity lost. For the same, bidder shall provide necessary support at the time of data migration, though the migration is out of scope of the bidder.</p> <p>-do-</p> |

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| | | | | <p>part of bidder scope, Please clarify.</p> <p>Query from the bidder – Does bidder needs to consider migration as a scope from existing storage to new storage? If Yes what would be approximate size of data at DC & DR?</p> | -do- |
| 64 | 6.4 (29) | 92 | The storage system shall be truly symmetric active-active / scale-out multi-controller architecture, providing load balancing of I/O's across all the controllers. | <p>Query from the bidder – Please clarify if the front-end ports asked for will be dedicatedly used for Host I/O Operations and Replication only</p> <p>Query from the bidder – Request UIDAI to change the Clause to "The storage system shall be truly symmetric active-active & scale-out multi-controller architecture, providing load balancing of I/O's across all the controllers" as keeping a slash will allow bidders to quote multiple storage systems clustered together with the help of any virtualization or management solution</p> | <p>Front end ports will be used for 1)Host I/O ops 2) Replication 3) snapshots/cloning 4)SAN based backup Also, pl refer corrigendum.</p> <p>Pl refer corrigendum.</p> |

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| 65 | 6.4 (30) | 92 | Storage system Cache should be globally shared and mirrored / scale-out and protected across controllers in different controller pairs to avoid any data loss in case of failure. | <p>Query from the bidder –</p> <p>The Enterprise class storage arrays which UIDAI is currently using are based on an architecture where the storage cache is Globally Shared and mirrored in addition to being scale out and protected across controllers in different controller pairs at all times , not just in the event of failure. These arrays are delivering the required service levels for last 6 years without any disruption and is proven technology for UIDAI. There are similar systems in enterprise array vendors portfolio, Therefore, UIDAI should not have any compromise as this is critical IT infrastructure for delivering value-added services to all the citizens of India. Global cache will enable access of cached data from any port on any controller and will enhance data protection and performance even if a path, controller or port fails. Therefore, we would request you to change the clause by removing slash(/) and replace it with the word "and". The revised clause</p> | Pl refer corrigendum |
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| | | | | <p>would look like "Storage system Cache should be globally shared and mirrored and scale-out and protected across controllers in different controller pairs to avoid any data loss during normal operations and in case of failure."</p> <p>Query from the bidder – Different OEMs have different architectures for storage controllers and cache. Our storage system have a split cache design (i.e. cache is split across the controllers) and allows for better control of allocation of system resources to critical applications. It also provides for better reliability and availability. A global cache design, per se, is not necessarily better (or worse) than other designs.</p> <p>Hence please request you to modify this clause as "All write data in cache should be protected against power failures by mirroring. Write data in cache should not be lost due to any unexpected power failures."</p> | <p>Pl refer corrigendum</p> |
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| 66 | 6.4 (31) | 92 | <p>Every single LUN/volume should be accessible from all / assigned controllers/ VSDs and should be striped across all / assigned disks behind all controllers in the storage system.</p> | <p>Query from the bidder – All Enterprise class storage arrays are designed for maximum Reliability, Availability & Serviceability (RAS) for which it is a guiding principle to have all the resources i.e. front-end, back-end, cache and disks to be shared across all the LUNs/volumes while servicing the host I/O, rather than limiting the accessibility of LUNs to assigned controllers which would negatively impact the ability to achieve the desired RAS capabilities which are the hallmark of true enterprise class arrays. Therefore we would request to change the clause as, "Every Single LUN/volume should be accessible from all controllers/VSDs and should be striped across all disks behind all controllers in the storage system."</p> <p>Query from the bidder – Again different OEMs have different storage architectures and there is no "best design", with each design having a set of pros and cons. While every LUN/ volume can be</p> | <p>Pl refer corrigendum</p> <p>Pl refer corrigendum</p> |
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| | | | | <p>accessible from a host perspective, from any controller in the front end, in practical scenarios, a lun from underlying storage disks are not assigned to all controllers at the backend and nor would it need to be striped across all the available disks at the backend. This clause is seemed to be written to eliminate certain OEMs from bidding and hence request you to please delete this clause. However if there is a performance requirement from the storage system, please mention the same - for example the proposed disk system should support a _____ iops considering a 70/30 read write ratio and 8KB block size.</p> | |
| 67 | 6.4 (32) | 92 | <p>The storage system must support Heterogeneous or 3rd Party storage virtualization. Virtualization Product / License is not required. But the system/hardware should support virtualization without any additional cost on the hardware</p> | <p><u>Query from the bidder -</u> Request UIDAI to please change the clause as "The storage solution must support Heterogeneous or 3rd Party storage virtualization or equivalent technology for replication / migration of the data / volumes from new storage to existing storage. Virtualization Product / License is not required. But the system/hardware/</p> | No change |

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| | | | | <p>solution should support virtualization without any additional cost on the hardware"</p> <p>This clause as RFP has already asked for the scope for migration from the existing storage to new storage and there is no other storage array required to be virtualized. Third party storage virtualizations techniques are mostly used for the migration purpose which is already asked here.</p> <p>As discussed in pre-bid meeting we understand the virtualization is only and only required for the data migration and software defined virtualization, Please confirm.</p> | |
| 68 | - | - | - | <p>Query from the bidder – Request for New clause to be added in Appendix D of RFP as - The proposed storage should scale to support at least 4 PB useable capacity.</p> <p>UIDAI has clearly mentioned the required scalability in terms of controllers, however there is no mention of scalability in terms of capacity. With exponential growth of Data envisaged in UIDAI's</p> | No change. |

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| | | | | environment, we recommend UIDAI to consider including Clause on Capacity scalability to at least 4 times of the current requirements of 1 PB useable capacity. This shall provide UIDAI with investment protection | |
| 69 | - | - | - | <p>Query from the bidder – Request New Clause to be added – There is no mention about the requirement of Data Migration in the RFP & hence this query. Is there any data to be migrated to the new storage devices?</p> <p>Queries regarding existing storage:</p> <ul style="list-style-type: none"> • How much data is to be migrated? • How many Source storage systems are present in the current state? • Model number of the source storages? <p>Queries related to Host/Server:</p> <ul style="list-style-type: none"> • How many hosts are connected to this storage? • What Operating systems, versions and firmware are they are presently running? <p>Queries regarding SAN</p> | <p>We are expecting the migration / movement of data from existing EMC-DMX boxes to the new storage systems w/o data loss and integrity lost. For the same, bidder shall provide necessary support at the time of data migration, though the migration is out of scope of the bidder. Hence, no change.</p> |

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| | | | | <p>Switch infrastructure:</p> <ul style="list-style-type: none"> • How many Switches are in use? • Make, Model and count of free ports available? | |
| 70 | - | - | - | <p>Query from the bidder – Does bidder needs to consider host integration & SAN zoning/configuration as scope? If yes what will the approximate qty of Hosts & SAN switches at DC & DR?</p> <p>Please include the following clauses –</p> <ol style="list-style-type: none"> 1. 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 performance is effected, delayed or causes non-performance due to Customer's omissions or actions whatsoever. 2. The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer | <p>Not required. However, necessary support may be provided by the bidder during the operations.</p> <p>1-4. No change.</p> |

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| | | | | <p>3. Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that bidder shall not be in any manner be liable for any delay arising out of Customer'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. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer</p> <p>4. Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to bidder within 15 days from</p> | |
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| | | | | the date of installation/commissioning or when Customer 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 Customer. | |
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