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1	Bid validity	2	Section - I	4h	Date till which the response to the Bid should be valid: 180 days from the last date of submission of the Bid	Request UIDAI to limit the bid validity to a maximum of 60/75 days as it becomes difficult for the bidders to keep the data centre space empty for 6 months.	Revised clause: 90 days from the last date of submission of the Bid
2	Pre-Qual	10	Section - II	19.1 (4)	The bidder should currently have operational Data Centre collocation space of cumulative 5, 000 sq. ft (Space of IT racks, PAHUs and PDU) for commercial use	Is this cumulative space availability specific to the DC site at Bangalore or is this total of all data centres that the service provider have? Please confirm.	This is total of all data centers space that the Bidder have in India.
3	Pre-Qual	10	Section - II	19.1 (5)	The bidder should have hosted data centre collocation space for minimum 2 customers and each customer availing at least 500 sq ft DC space (Space of IT Racks, PAHUs and PDU) for a period of at least 6 months on date of opening of pre-qualification bid	Is this requirement specific to the DC site at Bangalore or is this in all the data centres of the service provider have, put together? Please confirm.	It is not specific to the proposed DC facility to UIDAI and this can be in other data centers space which bidder has in India
4	Evaluation of Tech Bids	16	Section - II	30.5 (iv)	Technical bids receiving a score greater than or equal to a cut-off score of 70% with a minimum of 50% marks under"each sub parameter A.1 to A.3,B.1 to B.7,C.1 to C.2,D.1 to D.2,E.1 to E.3, F and G-Technical evaluation parameter" will be eligible for consideration in the subsequent rounds. If required, the Purchaser may seek specific clarifications from any or all bidders at this stage. The Purchaser shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s)	Will the service provider be disqualified if one of the parameters score is less than 50% even though the total score is above 70%? Please confirm.	Clause self explanatory.
5	Time Schedule	24	Section - III	22.1	The key milestone dates ("critical dates") as anticipated by the purchaser	Request UIDAI to consider the date of handover of data centre space and support area as T+75 calendar days.	Existing clause of RFP shall prevail
6	Insurance	36	Section - III	43.1	The Goods supplied under this Contract shall be fully insured by the Bidder, against any loss or damage, till the acceptance by UIDAI. The Bidder shall submit to the Purchaser, documentary evidence issued by the insurance company, indicating that such insurance has been taken.	Please clarify this point since the bidder is not required to supply any goods apart from the cabling.	Revised clause: The Goods (if any) supplied under this Contract shall be fully insured by the Bidder, against any loss or damage, till the acceptance by UIDAI. The Bidder shall submit to the Purchaser, documentary evidence issued by the insurance company, indicating that such insurance has been taken.

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<tr><td colspan="10">Clarifications provided by UIDAI in regard with
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7		37	Section - III			Please confirm if this page is intentionally left blank.	Yes, It is left blank intentionally
8	Payment Schedule	38	Section - III	45.1	Payments will be released in arrears to the DCSP only on satisfactory acceptance of the deliverables	Request UIDAI to pay for the power services charges, monthly in arrears.	Existing clause of RFP shall prevail
9	Constitution of Consortium	39	Section - III	50	Constitution of Consortium	Please clarify/ confirm if a prime bidder can be a consortium partner for another prime bidder.	No
10	DC Space & Sizing requirement	6	Section - V	3.2	Data Centre Space and Sizing requirement	Request UIDAI to consider provisioning of the 5 seating space in a shared office area.	Accepted
11	DC Space & Sizing requirement	6	Section - V	3.2	Data Centre Space and Sizing requirement Table; Data Centre Space Requirement staging room (150 sq. ft)	Request UIDAI to consider a shared staging room in the DC premises.	Accepted
12	DC Space & Sizing requirement	6	Section - V	3.2	Data Centre Space and Sizing requirement Table; Rack details 50 racks stacked with 6.5 kW rated power and 14 racks stacked with 13.5 kW rated power will be hosted	As part of DC space requirement, it is stated that 50 racks stacked with 6.5 kW rated power and 14 racks stacked with 13.5 kW rated power will be hosted. Please confirm the average power consumption in all	Bidder shall refer clause 3.2 (a),Sec-V
13	DC Space	7	Section - V	4.1 (a)	The Racks for Data Center Space (IT production area) shall be provided by Managed Service Provider (MSP appointed by UIDAI). However ONLY if required, UIDAI may request the DCSP to provision for supply and installation of standard server racks of 42U height, as per On-Demand requirement. The DCSP should take prior permission from UIDAI before material delivery on site as per the actual site requirement. The commercial evaluation of this On-Demand service shall be considered for overall commercial evaluation of the bid; however UIDAI shall place the Purchase Order for racks if required and as per actual requirement of the project.	In the commercial format shared, there is no provision for the service provider to quote for the supply of racks on-demand. Secondly, please confirm the dimensions of this standard 42U server racks is 600mm x 1000mm. Thirdly, the delivery of these standard server racks will be within 3-4 weeks from the date of receipt of PO from UIDAI.	(a) Section V, clause 4.1 (a) stands deleted (b) The dimensions of racks-refer Section V, clause 3.2 (e) (c) Query not relevant
14	Communication Room	18	Section - V	5.4	Communication Room a. The Communication room should be of size 600 sq. ft. (10 racks space) exclusive for UIDAI and strategically located with independent access control. Shared Communication Room with dedicated Cage Cage/physical partition for UIDAI should be acceptable with dedicated communication paths/race ways to UIDAI data Center.	Since the total number of racks to be hosted in this communications room is 10, can the service provider consider a space of 350 sq. ft. or less? Please confirm. UIDAI to confirm the racks dimensions to be provisioned in this communication room.	Yes it can be considered subject to the layout design & access space as per standard industry practice.

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15	Office Space	19	Section - V	5.5	a. The staging room should be having enough room for unpacking the equipment's and total should be 150 Sq feet (space for 3 IT racks)	UIDAI to confirm the dimensions of the 3 racks to be provisioned in the staging room.	The dimensions of racks-refer Section V, clause 3.2 (e)
16	Editable RFP Document						Attached Section IV in word format. However, it is entirely bidder's responsibility to ensure fully that the soft copy of the files / forms / formats and text should be identical to the tender document published and should fully complied as per RFP conditions.
17	IT load	124	Section- V	Clause 3.2 Data center space and sizing	Data center space and sizing requirement Rack Details; Minimum Rack Requirement Total IT Load (A): 64 (50 racks of 6.5 KW and 14 racks of 13KW)	RFP asks for 64 racks (50 racks of 6.5 KW and 14 racks of 13KW). Our DC can support upto 4.5 KW load per rack. Can UIDAI look for power re-distribution and increase no. of racks	Existing clause of RFP shall prevail
18	Load Bearing	135	Section-V	5.2.2	DC true floor should have a structural load bearing capacity of minimum 850 kg/sq mtr or above	RFP asks for load bearing of 850 Kg/sq.mt. Will UIDAI accept a floor loading in the range of 450-500 Kg/sq.mt	Existing clause of RFP shall prevail
19	Office area	116	Section-V	Table 1	Data Centre Space requirement	Since UIDAI is already hosted in our DC, do we still need to quote for Office and support area? Is this area over and above the existing area at DC?	The bidder has to quote as against the provisions laid down in the RFP
20	Manpower	116	Section-V	Table 1	Data Centre Space requirement	Does UIDAI require dedicated manpower to manage the FMS for their area?	Dedicated Manpower is not the mandatory requirement however, bidder shall ensure availability of resources24 x 7 for the facility management
21	Environment and power charges	117	Section-V	Table 2	Rack Details; Minimum Requirement	Environment and power charges as per RFP need to be fixed as per RFP terms, however power charges are variable in nature and are dependent on State electricity board and diesel charges and hence cannot be fixed. We hereby request that the clause to be modified as Environment and power charges to be reviewed every quarter and UIDAI would accept changes in power tariff if EB or diesel rate change more than 3%.	Existing clause of RFP shall prevail

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22	Helpdesk	130	Section-V	4.5.1.1	For serving the Data Center users, the DCSP will establish a centralized online Help Desk with a toll free number, E-Mail and call tracking mechanism; Data Center users can log the queries/complaints, which should be resolved as per the service level requirements. Cost of Toll Free number shall be borne by DCSP.	We have a centralised helpdesk and all queries are routed to central helpdesk and from there it gets to the concerned DC? Does UIDAI require a dedicated helpdesk for its setup or shared helpdesk is sufficient if it meets the SLA requirement?	Shared helpdesk is OK if it meets the SLA requirement
23	All racks to be three phase	141	Section-V	5.10.6	Each Rack distribution should be provided through Three phase, 4P+E, 5 pin industrial socket of required capacity with power cable upto Rack's power strip and nominal current, kA rating of each sockets should be sized adequately considering IT kW Load, inrush current, surge and other factors.	Generally DC's are designed with 80% on single phase supply and 20% on three phase supply. Will this distribution be OK to UIDAI or you necessarily require all racks on 3 phase.	Existing provision of the RFP shall prevail
24	CCTV recording	146	Section-V	5.13.2	Recordings of all cameras should be retained for a period of 180 days and should be available for UIDAI review as and when required.	We maintain CCTV logs on DVR for one month as per DC policy. Is this retention time acceptable to UIDAI	Existing provision of the RFP shall prevail
25	Key Performance Measurements	6	Section - III	5.3	The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Schedule of Requirements. The Purchaser reserves the right to amend any of the terms and conditions in relation to the Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Schedule of Requirements.	Please clarify that this clause will be subject to Clause 36 - Change Orders	Clause self explanatory.
26	Sub-contract	7	Section - III	8.5	Any change in the Sub-contractor(s) after the arrangement is firmed up, will be made by Contractor only with the prior written approval of the Purchaser which approval shall not be unreasonably withheld and only from amongst those sub-contractor(s) as proposed by the Contractor in his Bid and as are found technically acceptable. The Purchaser's decision shall be notified to the contractor within fourteen (14) Working Days of receipt of request for such change along with all necessary documents in support of the requested change provided, however, that request for change is received at least one (1) month prior to the schedule start of the relevant activity.	Please provide a relaxation so that DCSP may engage any sub-contractor where the situation demands. The restriction to engage sub-contractor from only among the submitted list may be deleted, as long as DCSP is ensuring they are technically acceptable.	Existing clause of the RFP shall prevail
27	Installation/ Relocation	10	Section - III	9.6(b)	Relocation of Data Center: Under normal circumstances relocation of the Data Center by the DCSP shall not be permitted by the Purchaser. In the event of any major adverse extraneous circumstances the DCSP may be allowed to carry out such relocation as is acceptable and approved by the Purchaser.	Where such relocation etc is due to a force majeure, the cost of the same may be mutually agreed and compensated to DCSP.	Relocation cost shall be borne by the Bidder/DCSP.

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28	Audit	15	Section - III	11.2	The Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the DCSP of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the DCSP undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all Documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the DCSP failing which the Purchaser may, without prejudice to any other rights that it may have issue a notice of default.	Please introduce a clarification that this shall not extend to DCSP's financial information, sensitive information, etc.	Existing clause of the RFP shall prevail
29	Intellectual Property Rights	17	Section - III	14	Intellectual Property Rights	Please clarify that all IPRs existing as of the Effective Date shall vest in DCSP/ Sub-contractor. And for all IPR developed in relation to the Contract after the Effective Date, DCSP/ Subcontractor shall be extended a perpetual, irrevocable, worldwide license to utilize the same.	Existing clause of the RFP shall prevail
30	Indemnity	19	Section - III	17.1	The DCSP shall execute and furnish to the Purchaser, a Deed of Indemnity in favour of the Purchaser in a form and manner acceptable to the purchaser, indemnifying the Purchaser from and against any costs, loss, damages, expenses, claim including those from third parties or liabilities of any kind whatsoever suffered, arising or incurred inter alia during and after the contract period	The Indemnity may be limited to the contract period with the exception of third party claims for infringement of Intellectual Property Rights	Existing clause of the RFP shall prevail
31	Indemnity	19	Section - III	17.1(a)	Any negligence or wrongful act or omission by the DCSP or the DCSP's Team or any sub-contractor/ third party in connection with or incidental to this Contract; or	Please clarify that the "third party" is one engaged by DCSP to provide the Services.	Yes, the third party engaged by DCSP
32	Indemnity	19	Section - III	17.1(b)	Any breach of any of the terms of the DCSP's Bid as agreed, the Bid and this Contract by the DCSP, the DCSP's Team or any sub-contractor/ third party.	Please clarify that the "third party" is one engaged by DCSP to provide the Services.	Refer response against query No-31
33	Representations and Warranties	21	Section - III	18.1(s)	That the DCSP owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the DCSP does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the DCSP or which the DCSP is licensed to use, which are material in the context of the DCSP's business and operations are being infringed nor, so far as the DCSP is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the DCSP by any person. All Intellectual Property Rights (owned by the DCSP or which the DCSP is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto.	Please modify the second sentence to: "…To the best of DCSP's knowledge, none of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the DCSP or which the DCSP is licensed to use, which are material in the context of the DCSP's business and operations are being infringed nor so far......" The first part of this sentence may be deleted as it is not of consequence in performing obligations under this contract if DCSP's existing IPR is being infringed.	Existing clause of the RFP shall prevail

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34	Confidentiality	21	Section - III	19	Confidentiality	The Confidentiality obligations may be made mutual	Existing clause of the RFP shall prevail
35	Consequences of Event of Default	23	Section - III	21.1	Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of Services and the project which the DCSP shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the DCSP hereunder. The DCSP shall in addition take all available steps to minimize loss resulting from such event of default.	"unilateral redetermination of the consideration payable to the DCSP" is not acceptable. Parties may refer such issues to mutual negotiation and consequently to the dispute resolution mechanism.	Existing clause of the RFP shall prevail
36	Termination	26	Section - III	24.1	Termination for Convenience: The Purchaser, may, by prior written notice sent to the DCSP at least 6 months in advance, terminate the Contract, in whole or in part at any time for its convenience. 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. For rental & other recurring services, variable charges shall be charged by the DCSP only for the duration DC space is utilised by UIDAI.	Please specify a notice period permitting a cure of such default.	Refer Section III, clause 24.1 (e) for provision related to notice period
37	Termination	26	Section - III	24.1(d)	Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the DCSP, without compensation to the DCSP, if the DCSP / DCSP's consortium member 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.	Purchaser may compensate DCSP for goods already provided/ services rendered and accepted.	Existing clause of the RFP shall prevail
38	Termination	27	Section - III	24.1(e)	Termination for Convenience: The Purchaser, may, by prior written notice sent to the DCSP at least 6 months in advance, terminate the Contract, in whole or in part at any time for its convenience. 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. For rental & other recurring services, variable charges shall be charged by the DCSP only for the duration DC space is utilised by UIDAI.	For termination for convenience, Purchaser may compensate for any goods/ material/ equipment delivered and services rendered.	Existing clause of the RFP shall prevail

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39	Consequences of Termination	27	Section - III	25.1	In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated Term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the DCSP shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/ or the successor agency/ service provider, as may be required, to takeover the obligations of the DCSP in relation to the execution/continued execution of the requirements of this Contract.	Where the termination is by Purchaser for convenience, this clause must be subject to adequate compensation which will be paid as mutually agreed.	Existing clause of the RFP shall prevail
40	Consequences of Termination	27	Section - III	25.2	Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the DCSP or due to the fact that the survival of the DCSP as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser, through unilateral re-determination of the consideration payable to the DCSP, shall pay the DCSP for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the DCSP up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the DCSP as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the DCSP. In case of any loss or damage due to default on the part of the DCSP in performing any of its obligations with regard to executing the Schedule of Requirements under this Contract, the DCSP shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the subcontractor / other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the DCSP as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of the DCSP's Bid, the Bid and this Contract.	Please remove the option for "unilateral redetermination" and make it subject to mutual discussion with option to refer to dispute resolution where the discussions fail.	Existing clause of the RFP shall prevail

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41	Dispute Resolution	28	Section - III	26.3	In the case of a dispute or difference arising between the Purchaser and the DCSP relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Purchaser and the other to be nominated by the DCSP or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi shall be final and binding on the parties.	Arbitration and Conciliation Act, 1996 provides that arbitrators have to be appointed in odd numbers. Therefore, the concept in the clause (of Umpire) is legally invalid. This may render the arbitration clause invalid. Request that this be modified to arbitration by three (3) arbitrators to be appointed in accordance with the said Act.	Existing clause of the RFP shall prevail
42	Dispute Resolution	28	Section - III	26.6	26.6. The Purchaser may terminate this contract, by giving a written notice of termination of minimum 30 days, to the DCSP, if the DCSP fails to comply with any decision reached consequent upon arbitration proceedings pursuant to **Clause 26 of Section III.**	Please delete this clause as either party may choose to challenge an award.	Existing clause of the RFP shall prevail
43	Force Majeure	29	Section - III	30.2	The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the DCSP in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.	Please delete the word "negate" in the 9th line of the clause as negating damage consequent to a force majeure event will be something which will have to be on mutually agreed terms and costs.	Existing clause of the RFP shall prevail
44	Survival	29	Section - III	31.3	Survival The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the DCSP of its release from those obligations.	The obligations of confidentiality may be specified to survive for three (3) years.	Existing clause of the RFP shall prevail
45	Change Orders	31-32	Section - III	36	Change Orders/Alteration/Variation (Refer Tender document Section III, Clause 36)	In clause 36, DCSP may not be held liable for errors/ discrepancies in the bidding documents which it failed to point out as these are errors committed by the Purchaser.	Existing clause of the RFP shall prevail

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46	Limitation of Liability	36	Section - III	44.1	**44. Limitation of the DCSP's Liability towards the Purchaser** 44.1. Except in case of gross negligence or wilful misconduct on the part of the DCSP or on the part of any person or company acting on behalf of the DCSP in carrying out the Services, the DCSP shall not be liable to UIDAI. (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds (A) the total payments payable under his contract to the DCSP hereunder, or (B) the proceeds the DCSP may be entitled to receive from any insurance maintained by the DCSP to cover such a liability, whichever of (A) or (B) is higher. This limitation of liability shall not affect the DCSP liability, if any, for damage to Third Parties caused by the DCSP or any person or firm/company acting on behalf of the DCSP in carrying out the Services.	Exclusions to Limitation of Liability may kindly be specified to be for Death or Personal injury and for third party claims of infringement of Intellectual Property Rights.	Existing clause of the RFP shall prevail
47	Firm Prices	38	Section - III	47.1	Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. Purchaser however reserves the right to review and negotiate the charges payable for the Data Center Hire, its Facilities, Maintenance and Management at the beginning of the each year or at any time at the request of Purchaser whichever is earlier to incorporate downward revisions as applicable and necessary.	Purchaser may not revise prices except due to Change Order under clause 36 and due to upward or downward revision in taxes.	Existing clause of the RFP shall prevail
48	Firm Prices	38	Section - III	47.2	DCSP shall provide "Most Preferred Customer" status to the Purchaser. Accordingly, the prices payable for services relating to the Data Center Hire, its Facilities, Maintenance and Management shall in no event exceed the lowest price at which the DCSP offers similar services to any other customer during the currency of the contract.	"most preferred customer" status should be qualified to be applicable for similar quantities.	Existing clause of the RFP shall prevail
49	Suspension of Work	38	Section - III	48.1	The DCSP shall, if ordered in writing by the Purchaser's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The DCSP shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the DCSP, if request for same is made and that the suspension was not consequent to any default or failure on the part of the DCSP. In case the suspension of works, is not consequent to any default or failure on the part of the DCSP, and lasts for a period of more than 2 months, the DCSP shall have the option to request the Purchaser to terminate the Contract with mutual consent.	Please specify that where the suspension is for more than _____ days, Purchaser will compensate DCSP for any additional costs, expenses, losses, etc	Refer Section III, clause 48.1 (10th line) for period in months

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50	Liquidated Damages	39	Section - III	49.4	The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the DCSP in its hands (which includes the Purchaser's right to claim such amount against DCSP's Bank Guarantee) or which may become due to the DCSP. Any such recovery or liquidated damages shall not in any way relieve the DCSP from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract. Provided the delay is solely and entirely attributable to the DCSP and not due to reasons attributable to the Purchaser and /or its vendors or duce to reasons of Force Majeure. The liquidated damages shall be limited to 10% of the contract value and realized from the bidder as and when the payments become due, only with respect to clause 49.2. It is further clarified that this limitation of 10% shall not apply to the penalties arising out of the SLAs.	This sentence "It is further clarified that this limitation of 10% shall not apply to the penalties arising out of the SLAs." may please be deleted. The SLAs are the only liquidated damages under the contract and therefore these may be limited to 10% of contract value.	Existing clause of the RFP shall prevail
51		4	Section - V	3(h)	The DCSP has to factor in the infrastructure for the UIDAI requirement. UIDAI will not accept any plea from the DCSP for any additional costs. The DCSP is expected to factor the power cost escalation in the commercial bid quoted. UIDAI will not bear any changes or escalations in the power tariff for the duration of the contract	Escalation in power tariff may be excluded. Alternatively, this may be linked to an escalation index and where the escalation is higher than the index, the excess may be permitted as pass through.	Existing clause of the RFP shall prevail
52	Non Disclosure Agreement	7	Section VI	Appendix D	Non-Disclosure Agreement: To maintain and use the confidential information only for the purposes of bidding for this Bid and thereafter only as permitted herein;	The Confidentiality obligations may be made mutual and the period of confidentiality may be limited to three (3) years from date of disclosure or termination/expiry of contract.	Existing clause of the RFP shall prevail
53	Draft Deed of Indemnity	9	Section VI	Appendix E	3 Undertaking of the Company 3.1 (i) indemnify the Purchaser from and against any liability, cost, loss, or expense of any kind whatsoever 3.1 (ii) hold the Purchaser harmless and save it from any liability, cost, loss, or expense of any kind whatsoever; and 3.1 (iii) defend any suit or proceeding against the Purchaser, arising out of or based on any claim, demand, or action arising out of any claims whatsoever and including but not restricted to claims under torts, infringement of any Intellectual Property Right conferred by contract or by common law or by any law in force within the state of India or any State, breach of any licenses owned by the Company (including licenses for which the purchaser has signed the license agreements, but of which the Company is the owner), alleged to have occurred because of any product, good, service, data, or Confidential Information provided or work performed by the Indemnitor.	Clauses 3.1(i) and 3.1(ii) are extremely wide and general in nature and may be deleted. Clause 3.1(iii) already covers the indemnity obligations under the Contract. The Indemnity Bond in this form is not acceptable Clause 5.1.2; 5.1.3; 5.2.2; 5.2.3; 5.3.3; - The amounts payable will have to be determined by mutual consent or through the dispute resolution procedure.	Existing clause of the RFP shall prevail

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54		7 of 46	Section - V	3.2 e)	Bidder should consider rack dimension as 800x1200X2150mm (WXDXH) for planning, however there may be different dimension of racks and details would be provided to selected bidder at the time of IT rack deployment.	Customer to confirm the rack size. Rack size will also determine the required server hall area.	The dimensions of racks-refer Section V, clause 3.2 (e)
55		14 of 40	Section - III	10.4	Contract Period/ Extension (Refer Tender document Section III, Clause 10.4)	Min. 3-5 months are required for handover from date of LOI. Please confirm	Existing clause of the RFP shall prevail. Section V, clause 4.1 (b) should be read as 60 calendar days instead of 15 calendar days.
56		23 of 46	Section - V	5.10.5.b/c/d	b. Separate sets of UPS systems should be deployed for IT Racks in IT Production Area and should be of N+N configuration. Each set/source of UPS System should preferably be housed in separate rooms. The battery backup for the each UPS should be of 10 minutes at full load and the Generator should take over the supply within one minute c. Separate UPS should be deployed for catering to the office equipment like PCs, fax machines, printers etc. and should have 2hrs battery backup. d. Separate UPS (N+N) should be deployed for Racks in communication Room & Staging Room with 10 minutes back up on full load.	UPS units are housed in a common UPS room. Battery's located in separate room. Please confirm the acceptance of this arrangement.	Accepted
57		27 of 46	Section - V	5.12.1.d.	d. Along with addressable the fire alarm detection system, an Aspirating Smoke Detection system with redundant controller should also be deployed to allow swift detection of smoke or change in air quality.	Aspirating Smoke detectors (UL Listed) from Xtralis (VESDA) do not have redundant controllers. Customer to confirm.	This is OK
58		28 of 46	Section - V	5.13.2.g	Recordings of all cameras should be retained for a period of 180 days and should be available for UIDAI review as and when required. Camera Positioning- CCTV (Fixed Dome Camera) will be required but not limited to the following locations - on each entry & exit of Data Center area and support areas - on each Rack Row on the cold & hot aisle side - other areas deemed critical and key locations The positioning should be such that it eliminates the blind spots	Section IV, contents of bid, pg 41 of 54, item F.1.8 indicates CCTV backup is required for 1 year. Please confirm	Refer Section IV, Tech 4.2.7 "Response Sheet", Item no - F.1.8 (b) : 1 year is revised to 180 days
59		21 of 46	Section - V	5.9.b	The electrical room should be provided with fire alarm and fire suppression / fire extinguisher system	The electrical room is provided with Fire alarm system and portable fire extinguishers. Pl. confirm	Existing clause of the RFP shall prevail