

Response to bidders query in respect of Tender No. T-11014/23/2017-Tech						
Sr. No.	Section No.	Clause No.	Page number in clause	Existing provision in the Clause	Clarification Sought	Response
1	6.8.2 HSM	6	137	Keys are always in Hardware and never stored in Software in any form	<p>Keeping high standard of security , UIDAI has already insisted on the best practices which say HSM should “GENERATE” , “STORE” , “USE” and “DESTROY” the Keys with in the HSM and the whole life cycle of keys should be managed within the FIPS certified tamper resistant Hardware, if any HSM allows Keys to travel outside the HSM and store the Keys in software in any of the form than it doesn’t called HSM on the first place itself as it doesn’t have capabilities of storing the Keys with the tamper resistant Hardware Security Module.</p> <p>We request the UIDAI NOT to dilute this clause as this is very critical and important from the security perspective and if private Keys comes outside the FIPS certified tampered resistant HSM and start storing into the software in that case FIPS certified HSM has no meaning and anyone and everyone can copy it and do the Crypto analysis on the copied private keys, which in-turn will create the vulnerability into the eco-system and surely impact adverse.</p>	No change
2	6.8.2 HSM	20	138	Complete hardware based storage of key material for entire Life cycle	<p>HSM is a FIPS certified Cryptographic Hardware appliance, which has its own secured FIPS certified boundaries , it GENERATE, STORE, Manage, Use and Destroy(Entire Life Cycle) Keys inside its tamper resistant hardware memory only, if Keys comes out of Hardware then there is no “PROTECTION” and whole secure strategy become meaningless for Hardware Security Module (since HARDWARE BASED KEYS STORAGE IS THE BACKBONE OF COMPLETE HSM CONCEPT for security measure), if Keys travels outside HSM hardware and reside in software then the word “PROTECTION” becomes null and void and Keys outside the HSM are prone to cryptographic analysis (Hacking) and any vulnerability in the OS or software will allow hacker to exploit that vulnerability to compromise the keys.</p> <p>UIDAI should NOT downgrade its security level from the existing standard for keeping the keys in HSM hardware for their entire life cycle. This form the very basics of strong security architecture and is very critical and important from the security perspective and if private Keys material comes outside the FIPS certified tampered resistant HSM and start storing into the software in that case FIPS certified HSM has no meaning and anyone and everyone can copy it and do the Crypto analysis on the copied private keys, which in-turn will create the vulnerability into the eco-system and surely impact adverse. This may result in exposure of PII and other Aadhaar data which is encrypted using these Private keys.</p>	No change

3	6.8.2 HSM	6 and 20	137, 138	Keys are always in Hardware and never stored in Software in any form Complete hardware based storage of key material for entire Life cycle	HSM by definition is a key security module rather not a Key storage module. Storage could be an additional feature but would like to understand the need of specifying this as the mandatory requirement as it doesn't add any additional security. We do comply according to FIPS 140-2 Level 3 certification considering HSM security (a regulatory body in USA for certifying this technology and CCA, a body under MEITY, GOI). Storing application Keys in the box is one way of securing the keys used by one specific HSM vendor for their General purpose HSM. There are other more efficient ways to provide the same level of security and also giving the customer many benefits such as Protecting customers from threats directed at the servers where security sensitive cryptographic applications reside, easy backup, efficient scalability, resiliency etc. Where as this legacy approach has demerits like Capacity limited to HSM memory, Key replication requires backup HSMs, Single point of failure, physical compromise of backup HSM can result in loss of Application Keys etc. In order to give chance to all the HSM vendors and key security technologies, request you to allow the technologies recommended by CCA and FIPS (the certification which has been asked by you in the tender) and neutralize HSM specifications.	No change
4	6.8.2 HSM	6 and 20	137, 138	Keys are always in Hardware and never stored in Software in any form Complete hardware based storage of key material for entire Life cycle	HSM by definition is a key security module rather not a Key storage module. Storage could be an additional feature but would like to understand the need of specifying this as the mandatory requirement as it doesn't add any additional security. We do comply according to FIPS 140-2 Level 3 certification considering HSM security (a regulatory body in USA for certifying this technology and CCA, a body under MEITY, GOI). Storing application Keys in the box is one way of securing the keys used by one specific HSM vendor for their General purpose HSM. There are other more efficient ways to provide the same level of security and also giving the customer many benefits such as Protecting customers from threats directed at the servers where security sensitive cryptographic applications reside, easy backup, efficient scalability, resiliency etc. Where as this legacy approach has demerits like Capacity limited to HSM memory, Key replication requires backup HSMs, Single point of failure, physical compromise of backup HSM can result in loss of Application Keys etc. In order to give chance to all the HSM vendors and key security technologies, request you to allow the technologies recommended by CCA and FIPS (the certification which has been asked by you in the tender) and neutralize HSM specifications.	No change
5	2.18	Revenues from System Integration Services	34	Bidder shall have an average annual turnover of at least INR 116 Crores in the last 3 financial years (FY 2014-15, 2015-16, 2016-17) from supply, installation, commissioning and maintenance of IT hardware.	We suggest to amend this to 50 crore from the SI business from last 3 financial year	No change
6	2.18	Bidder Experience In India	35	Bidder shall have proven experience of execution and completion of "supply, installation, commissioning and maintenance of IT hardware viz. servers, storage and Data Centre IT network equipment only" in Central Govt./State Govt./PSUs/Autonomous Bodies in last 7 years ending on last date of previous month off closing date of bid submission.	We request UIDAI to reduce the PO values listed in the RFP to one third (1/3) of the current printed values.	No change
7	3.5	3.5(Patent Rights)	50	The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from the use of the Goods or any part thereof.	The Vendor shall replace or modify the infringing material with non infringing material, however it is not OK with indemnity, kindly modify the clause accordingly	No change

8	3.11.1	Payment Terms	56	<p>The payments are for goods and services are as below.</p> <p>i) 10% against delivery of all equipment and accessories.</p> <p>ii) 50% against installation and satisfactory commissioning of all Goods/ Services</p> <p>iii) 30% after 15 days of submission of ATRR</p> <p>iv) Balance 10% to be disbursed in 8 (eight) equal quarterly instalments after one year of acceptance of system</p>	<p>TCL request to change the payment term as mentioned below as the hardware are on outright sale model:</p> <p>i) 10% against delivery of all equipment and accessories.</p> <p>ii) 50% against installation and satisfactory commissioning of all Goods/ Services</p> <p>iii) 40% after 15 days of submission of ATRR</p>	No change
9	3.13	Change Order	58	<p>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>	<p>Due to dollar fluctuations and OEM's list price changes, TCL requesting to remove this clause as to honour at the same price during two years would be difficult.</p>	No change
10	3.16	3.16	58	<p>Sub-contracts</p> <p>No sub-contracting of the work either in full or part is allowed.</p>	<p>Request UIDAI to allow sub-contracting of manpower for onsite deployment at UIDAI's locations.</p>	No change
11	3.19	3.19 Termination for Default	60	<p>Where an event of default subsists or remain uncured after 15 days of notice to vendor to resolve, the Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part:</p> <p>(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</p>	<p>The termination should be only for material breach of the contract</p>	No change
12	3.19	3.19 Termination for Default , subclause 3	60	<p>In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar Goods including the efforts of the Purchaser for such arrangement. However, the Vendor shall continue performance of the Contract to the extent not terminated.</p>	<p>Vendor is already paying Liquidated Damages and it should not be asked to bear excess costs, kindly remove this clause</p>	No change
13	3.22	Termination for Convenience	61	<p>The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of sixty days. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.</p>	<p>Upon termination of convenience customer needs to pay the balance amount incurred out of the total contract period.</p>	No change

14	3.22	3.22 Termination for Convenience	64	The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of sixty days. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.	Termination for Convenience shall cause financial hurdles to Vendor, therefore, please remove this clause	No change
15	3.37	3.37 (3) & (4)	66	<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.</p> <p>4. In the event of cancellation of the contract by Purchaser at the risk and cost of the vendor, the vendor shall be liable for any loss which the Purchaser may sustain on account of risk purchase but the vendor shall not be entitled to any gain on such purchase made against such default. The manner and method of such purchase shall be at the entire discretion of the Purchaser, whose decision will be final.</p>	Bidder is liable for agreed liquidated damages, therefore, it should not be asked to bear the risk and cost as it will tantamount to double penalty. Kindly amend the clause accordingly	No change

16	3.38	3.38 Fall Clause	67	<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 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 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</p>	It is not practical to implement, therefore, please delete it	No change
17	3.39	3.39.2 IPR Indemnity	68	<p>If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Goods / Deliverables/ Services provided by the Indemnifying Party infringes a copyright, trade secret, patent or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) The Indemnified Party's misuse or modification of the Deliverables; (b) The</p>	<p>The Vendor shall replace or modify the infringing material with non infringing material, however it is not OK with indemnity, kindly modify the clause accordingly</p>	No change

18	3.39	3.39.4 Risk Purchase	69	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.	Risk Purchase shall cause financial loss to vendor, therefore, please delete it	No change
19	3.39	3.39.5 Limitation of Liability	70	Except in case of gross negligence or willful misconduct on the part of the Vendor or on the part of any person or company acting on behalf of the Vendor in executing the work or in carrying out the services, the Vendor, with respect to damage caused by the Vendor to property and/ or assets of the purchaser or of any of the Purchaser's Vendors, shall not be liable to Purchaser: This limitation of liability shall not affect the Vendor's liability, if any, for damage to Third Parties caused by the Vendor/ Vendor's Team or any person or firm/ company acting on behalf of the Vendor in executing the work or in carrying out the services. a) For any indirect or consequential loss or damage; and b) For any direct loss or damage that exceeds i. The Contract Value, or ii. The proceeds the Vendor may be entitled to receive from any insurance maintained by the Vendor to cover such a liability, whichever of (i) or (ii) is higher.	We propose the following clause to replace the current clause "Each Party shall indemnify the other from and against any claims by third parties (including any Governmental Authority) and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR (B) ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES, ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT BIDDER SHALL BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY VENDOR FROM THE CUSTOMER PURSUANT TO THE APPLICABLE PURCHASE ORDER GIVING RISE TO THE LIABILITY. "	No change
20	Generic Query				What is the scope of management?	Query not clear
21	Access Switch	6.8.5	152	The OEM of the proposed equipment must be in the Leaders/Challengers Quadrant of Gartner Magic Quadrant for Data Centre Networking in each of the last two reports (latest).	Ref: Pg 153 Point 9 : The RFP asks for "Switch should be Software Defined Networking Ready with Open flow/open stack protocol " thus asking technologies which are forward looking . The Latest 2017 Data Centre Networking Gartner Report has all the SDN /Open Networking companies like Big Switch/Cumulus/Vmware/Dell in the Visionary segment.	No change

22	Access Management Switch	6.8.6	157	The OEM of the proposed equipment must be in the Leaders/Challengers Quadrant of Gartner Magic Quadrant for Data Centre Networking in each of the last two reports (latest).	In consideration of this, we request for inclusion of Visionary quadrant for us to participate.	No change
23	DC Switch	6.8.8	161	The OEM of the proposed equipment must be in the Leaders/Challengers Quadrant of Gartner Magic Quadrant for Data Centre Networking in each of the last two reports (latest).		No change
24	Section II- Instruction to Bidders	2.18 Conditions for Pre-Qualification of Bidders	34	Bidder shall have an annual turnover of at least INR 116 Crores in each of the last 3 financial years (FY 2013-14, 2014-15, 2015-16) from supply, installation, commissioning and maintenance of IT hardware.	We request you to change the condition as follows for competitive participation "Bidder shall have an average annual turnover of at least INR 116 Crores in the last 3 financial years (FY 2013-14, 2014-15, 2015-16).	No change
25	Section II- Instruction to Bidders	2.18 Conditions for Pre-Qualification of Bidders	36	Bidder shall have proven experience of execution and completion of "supply, installation, commissioning and maintenance of IT hardware viz. servers and storage only" in Central Govt. / State Govt./ PSUs/ Autonomous Bodies in last 5 years ending on last date of previous month of closing date of bid submission, of at least :- a) One project costing not less than the amount equal to 19 Cr; Or b) Two projects each costing not less than the amount equal to 14 Cr; Or c) Three projects each costing not less than the amount equal to 9Cr	We request you to change the condition as follows for competitive participation "bidder/OEM shall have proven experience of "supply, installation, commissioning and maintenance of IT hardware/ electronic items in Central Govt. / State Govt./ PSUs/ Autonomous Bodies/ pvt enterprise in last 5 years ending on last date of previous month of closing date of bid submission, of at least :- a) One project costing not less than the amount equal to 19 Cr; Or b) Two projects each costing not less than the amount equal to 14Cr; Or c) Three projects each costing not less than the amount equal to 9 Cr " We request you to add OEM credentials as the credentials asked are exorbitantly high to bring in competitive bidding. And also include pvt enterprise for order reference	No change
26	Section III - General Conditions of Contract	3.33 Insurance	67	The Goods supplied under the Contract shall be fully insured by the Vendor against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and commissioning	We request you to change the Insurance responsibility upto delivery only.after that the customer to take care of the material.	No change

27	Section III - General Conditions of Contract	3.11 Payment schedule	56	<p>10% against delivery of all equipment and accessories.</p> <p>50% against installation and satisfactory commissioning of all Goods/ Services</p> <p>30% against acceptance testing of Goods/ Services. In case the acceptance test of the Goods/Services is delayed or put off beyond 90 days of installation and commissioning of the equipment at Purchaser's sites due to express written instructions of the Purchaser, this amount may be released to the Vendor on his furnishing a necessary Bank Guarantee on stamp paper of requisite value of an equivalent amount from any of the Nationalised/Scheduled Bank.</p> <p>Balance 10% to be disbursed in 8 (eight) equal quarterly instalments after one year of acceptance of system.</p>	<p>We request you to change the payment terms as follows .</p> <p>40% against delivery of all equipment and accessories.</p> <p>50% against installation and satisfactory commissioning of all Goods/ Services</p> <p>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 installation and commissioning of the equipment at Purchaser's sites due to express written instructions of the Purchaser, this amount may be released to the Vendor on his furnishing a necessary Bank Guarantee on stamp paper of requisite value of an equivalent amount from any of the Nationalised/Scheduled Bank.</p> <p>The bid involves large amount of investment and a smooth and affordable payment schedule will make sure that the project is successful.</p>	No change
28	4 Section IV-Contents of Bids	4.1.4 delivery schedule	77	Initial bundled warranty/AMC Till T+3 year [T is date of acceptance (User Acceptance test)]	The warranty should start from delivery date. Or define fixed time for starting of warranty	No change
29	1 Section I – Invitation to Bid	1.1 Preamble	8	This invitation to bid is for “Supply, Installation, Commissioning and Post warranty maintenance of Servers” in the Data Centres of Unique Identification Authority of India at Hebbal, Manesar and two upcoming DCs	Since the payments are linked with completion of supply and installation of the equipment, Please clarify by when the two upcoming DCs (at Hyderabad and Pune) will be ready along with the upper limit/timelines.	RFP for two Co locaiton DCs is in progress. It is tentative that DCs will be ready within 6 months.

30	2.18 Conditions for Pre- Qualification of Bidders	6. Bidder Experience in India	35 & 36	<p>Bidder shall have proven experience of execution and completion of “supply, installation, commissioning and maintenance of IT hardware viz. servers, storage and Data Centre IT network equipment only” in Central Govt./State Govt./PSUs/Autonomous Bodies in last 7 years ending on last date of previous month of closing date of bid submission, of at least:</p> <p>a) One project costing not less than the amount equal to Rs 19 Cr ; Or b) Two projects each costing not less than the amount equal to Rs 14 Cr; Or c) Three projects each costing not less than the amount equal to Rs 9 Cr</p>	<p>The clause is restricting us to participate in the tender hence we request you to please amend the clause as below and enable us to participate in the Tender.</p> <p>{Bidder/OEM shall have proven experience of execution and completion of “supply, installation, commissioning and maintenance of IT hardware viz. servers, storage and Data Centre IT network equipment only” in Central Govt./State Govt./PSUs/Autonomous Bodies/Private Enterprise in last 7 years ending on last date of previous month of closing date of bid submission, of at least:</p> <p>a) One project costing not less than the amount equal to Rs 19 Cr ; Or b) Two projects each costing not less than the amount equal to Rs 14 Cr; Or c) Three projects each costing not less than the amount equal to Rs 9 Cr }</p> <p>or</p> <p>{Bidder shall have proven experience of execution and completion of “supply, installation, commissioning and maintenance of IT hardware viz. servers, storage and Data Centre IT network equipment only” in Central Govt./State Govt./PSUs/Autonomous Bodies/Private Enterprise in last 7 years ending on last date of previous month of closing date of bid submission of at least:</p> <p>a) One project costing not less than the amount equal to Rs 19 Cr ; Or b) Two projects having cumulative order value of equal or more than 28 Cr ; Or c) Three projects having cumulative order value of equal or more than 27 Cr. }</p> <p><u>We would also request you to please consider projects under execution which have achieved 80% of capex completion from financial and physical perspective</u></p>	No change
31	3.10 Warranty/AMC and Period of Contract	3.11.1 Hardware	56	<p>The payments are for goods and services are as below.</p> <p>i) 10% against delivery of all equipment and accessories. ii) 50% against installation and satisfactory commissioning of all Goods/ Services iii) 30% after 15 days of submission of ATRR iv) Balance 10% to be disbursed in 8 (eight) equal quarterly instalments after one year of acceptance of system.</p>	<p>As PBG is already been provisioned to safeguard the project interest we request you to amend the clause and enable us to quote cost effective solution/equipment for the project.</p> <p>{ The payments are for goods and services are as below. i) 10% against delivery of all equipment and accessories. ii) 60% against installation and satisfactory commissioning of all Goods/ Services iii) 30% after 15 days of submission of ATRR }</p>	No change
32	3.27 Back-up Support		64	<p>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.</p>	<p>Please elaborate requirements related to Back-up engineering and systems support.</p>	<p>Backup Engineering and system support may includes onsite staff support, firmware upgradation support, premium support, Accidental Damage Protection etc as provided by OEM</p>
33	6.8.4 Firewall	11	145	<p>Concurrent Sessions - minimum of 1000000 and at least 150000 sessions per second</p>	<p>Today there are many applications which keep running on PCs / Servers / Laptops and which try to connect to internet for various downloads like windows updates / antivirus updates and other online applications. These application keeps opening sessions automatically. The firewall should not become a bottleneck in case of a virus or trojan generating huge nos of connections. To ensure that the firewall is capable of handling such traffic scenarios it is important that firewall is capable of handling very high concurrent sessions and new sessions per second. It is suggested that the Firewall should support minimum 380,000 new sessions per second</p>	No change

34	6.8.4 Firewall	12	145	System Throughput - at least 10 Gbps with all functionality mentioned in point 4 (System should support Firewall, Application visibility, User awareness, anti malware with zero day attack prevention, IPSec, VPN, Unlimited users/nodes except VPN)	Request you to pls clarify if system throughput of 10 Gbps required with Ideal testing condition or based on real world / enterprise mix traffic. Ideal condition performance is tested only with minimal signatures turned on hence it may not provide full protectio. Request you to please consider the throughput based on real world / mix traffic	Refer Corrigendum
35	6.8.4 Firewall	35	147	Diffie Hellman Group 7	It should be Diffie-Hellman DH groups 1, 2, 5, and 14 through 21.	Refer Corrigendum
36	Access Switch	6.8.5-9	153	Switch should be Software Defined Networking Ready with Open flow/open stack protocol 1.3 support	Switch should be Software Defined Networking Ready with Open flow 1.3/open stack /Neutron Plugin for Openstack Different OEM' support SDN either through Open flow or Neutron Plugin which are both open standards and request to consider the change	Refer Corrigendum
37	Access Switch	6.8.5-10	153	Switch should be IPv6 Certified/IPv6 logo ready	Switcn should be IPv6 Ready with IPv6 protocols supported from Day 1 IPv6 certification/logo ready means the product has to support certain IPv6 Protocols and if it is supported then request to consider the change in clause as suggested	Refer Corrigendum
38	Access Management Switch	6.8.6-9	158	Switch should be Software Defined Networking Ready with Open flow/open stack protocol 1.3 support	Switch should be Software Defined Networking Ready with Open flow 1.3/open stack /Neutron Plugin for Openstack Different OEM' support SDN either through Open flow or Neutron Plugin which are both open standards and request to consider the change	Refer Corrigendum
39	Access Management Switch	6.8.6-10	158	Switch should be IPv6 Certified/IPv6 logo ready	Switcn should be IPv6 Ready with IPv6 protocols supported from Day 1 IPv6 certification/logo ready means the product has to support certain IPv6 Protocols and if it is supported then request to consider the change in clause as suggested	Refer Corrigendum
40	Router	6.8.7-7	162	Switch should be IPv6 Certified/IPv6 logo ready	Switcn should be IPv6 Ready with IPv6 protocols supported from Day 1 IPv6 certification/logo ready means the product has to support certain IPv6 Protocols and if it is supported then request to consider the change in clause as suggested	Refer Corrigendum
41	Router	6.8.7-32	165	Router support all applications like voice, video and data over a converged Infrastructure, support L3VPN, DMVPN, etc, Flexible Packet matching, NBAR/Equivalent	Router support all applications like voice, video and data over a converged Infrastructure, support L3VPN, DMVPN or equivalent, etc, Flexible Packet matching or equivalent, NBAR/Equivalent DMVPN and flexible Packet Matching are OEM specific. Please make them equivalent.	Refer Corrigendum
42	Router	6.8.7-40	165	8K IPv4 and IPv6 unicast routes	100K IPv4 and 100k IPv6 unicast routes We suggest that router should have min 100k routes as the router is the gateway and needs to support min 100k routes	No change
43	DC Switch	6.8.8-7	11 (Corrigendum)	Switch should be Software Defined Networking Ready with Open flow/open stack protocol 1.3 support	Switch should be Software Defined Networking Ready with Open flow 1.3/open stack /Neutron Plugin for Openstack Different OEM' support SDN either through Open flow or Neutron Plugin which are both open standards and request to consider the change	Refer Corrigendum
44	DC Switch	6.8.8-22	12 (Corrigendum)	standards such as ieee802.3,802.3ab, ieee802.3ae, ieee802.1D, ieee802.1w, ieee802.1s, ieee802.1p, ieee802.1Q, 802.1x, 802.3ad, 802.1X, ieee802.3x	standards such as ieee802.3,802.3ab, ieee802.3ae, ieee802.1D, ieee802.1w, ieee802.1s, ieee802.1p, ieee802.1Q, 802.3ad, 802.1X, ieee802.3x 802.1x is an Access switch feature and not required on DC core. Please remove	Refer Corrigendum
45	6.8.1 Load Balancer	Architecture Clause No 8.	128	Network Connectivity support - 4 x 10/100/1000 , 4 * 10Gbps	Since the throughput requiremet is of only 10 Gbps, 4*10 Gbps interfaces results into 40 Gbps throughput so we request to change clause as " Network Connectivity support - 4 x 1Gbps 2* 10Gbps " where 2* 10 Gbps interfaces could be used as uplink/downlink.	No change
46	6.8.1 Load Balancer	Architecture Clause No 10.	128	L4 concurrent connections - 1 Million	As per required Throughput, the Concurrent connection is lower so Request to change clause as " L4 concurrent connections - 10 Million "	No change

47	6.8.1 Load Balancer	Architecture Clause No 15.	128	Should support SSL and TLS1.2 offloading.	SSL and TLS1.2 is CPU intensive and old generation of Encryption technologies while new standard ECC (ECDHA) is strongest encryption algorithm. Considering sensitivity of Data and Transactions used by UIDAI, ECC requirement should be mandatory. Performance for ECC ciphers is now the greatest in the market with high security so more and more internet traffic is being encrypted – often using ECC/PFS. UIDAI being publish application on internet might use ECC in future so Request to change clause as "Should have SSL ,TLS1.2 ,ECC (ECDHA) and PFS offloading."	Refer Corrigendum
48	6.8.1 Load Balancer	Architecture Clause No 16.	128	Should support hardware acceleration, both SSL and TLS1.2, from day one in same unit without adding another hardware to save rack space, power & cooling requirements	Hardware acceleration should not be limited to SSL and TLS1.2 but should also be available for ECC. Request to change clause as "Should support hardware acceleration for SSL, TLS1.2 and ECC from day one in same unit without adding another hardware to save rack space, power & cooling requirements"	Refer Corrigendum
49	6.8.1 Load Balancer	Architecture Clause No 18.	129	Hardware/software Compression Support 3 Gbps. Device should meet all other throughput specifications with maximum Software compression throughput	Software based compression adds load to device CPU and memory and compromises device performance so a dedicated Hardware for compression with dedicated resources should be available in the system. So request to change clause as "Hardware Compression Support - 5 Gbps. Device should meet all other throughput specifications with hardware compression throughput"	Refer Corrigendum
50	6.8.1 Load Balancer	Architecture Clause No 20.	129	Concurrent SSL connections - 1,00,000+	SSL Transaction per second (TPS) performance is primarily a measure of key exchange and handshaking capability of a device. Normally measured with small file size this measures the handshake operation that occur at the start of every new SSL session. This operation is computationally-intensive hence SSL TPS is true parameter to size the SSL parameter. Request to change clause as "Should have Hardware SSL offloading chip and support 4,000 SSL TPS, with RSA 2K key and 3,000 SSL TPS with ECDSA-256 (ECC) where TPS = Only one HTTP transaction over each new SSL handshakes per second, without session reuse."	Refer Corrigendum
51	6.8.1 Load Balancer	Architecture Clause No 28.	129	Should support Port Mirroring	Port Mirroring is required for packet capturing. So Troubleshooting and packet capturing features should be inbuilt on the system through GUI/SSH. So request to change clause as "Should support Port Mirroring and inbuilt capability of packet capturing for troubleshooting"	No change
52	6.8.1 Load Balancer	Architecture Clause No 58.	133	System and Session redundancy-failover should happen automatically, with no human intervention, Should Provide stateful failover capabilities	During the Failover it is essential to maintain the session on secondary device so that if primary goes down session will maintain by secondary device and there is effect on existing user connections. So request to change clause as "System and Session redundancy-failover should support TCP session mirroring, SSL session mirroring, cookie persistence mirroring to happen automatically, with no human intervention and Should Provide stateful failover capabilities"	No change
53	6.8.1 Load Balancer	Application Acceleration Clause No 73	134	Should Support SSL and TLS1.2 Offloading & Acceleration on same hardware to reduce number of equipment in Data center & save power / cooling requirement	Performance for ECC ciphers is now the greatest in the market with high security so more and more internet traffic is being encrypted – often using ECC/PFS. UIDAI being publish application on internet might use ECC in future so Request to change clause as "Should Support SSL, TLS1.2 and ECC Offloading & Acceleration on same hardware to reduce number of equipment in Data center & save power / cooling requirement"	Refer Corrigendum
54	6.8.4		144	The OEM of the proposed equipment must be in the Leaders/Challengers Quadrant of Gartner Magic Quadrant for Enterprise Firewall in each of the last two reports (latest).	The OEM of the proposed equipment must be in the Leaders/Challenger/Niche Quadrant of Gartner Magic Quadrant for Enterprise Firewall in each of the last two reports (latest). To have fair and competitive bidding	No change
55	6.8.5-9	Access Switch	153	Switch should be Software Defined Networking Ready with Open flow/open stack protocol 1.3 support	Switch should be Software Defined Networking Ready with Open flow/open stack protocol 1.3 support / Neutron Plugin in Openstack Different OEM' support SDN either through Open flow or Neutron Plugin which are both open standards and request to consider the change	Refer Corrigendum
56	6.8.5-10	Access Switch	153	Switch should be IPv6 Certified/IPv6 logo ready	Switch should be IPv6 Ready with IPv6 protocols supported from Day-1 IPv6 certification/logo ready means the product has to support certain IPv6 Protocols and if it is supported then request to consider the change in clause as suggested	Refer Corrigendum

57	6.8.6-9	Access manag ement Switch	157	Switch should be Software Defined Networking Ready with Open flow/open stack protocol 1.3 support	Switch should be Software Defined Networking Ready with Open flow/open stack protocol 1.3 support /Neutron Plughin for Openstack Different OEM' support SDN either through Open flow or Neutron Plugin which are both open standards and request to consider the change	Refer Corrigendum
58	6.8.6-10	Access manag ement Switch	157	Switch should be IPv6 Certified/IPv6 logo ready	Switich should be IPv6 Ready with IPv6protocols supported from Day-1 IPv6 certification/logo ready menas the product has to support certain IPv6 Protocols and if it is supported then request to consider the cahnge in clause as mentioned	Refer Corrigendum
59	6.8.7-13	Router	162	minimum performance of 175 Mpps and 200 Gbps of bandwidth	minimum performance of 175 Mpps and 200 Gbps of bandwidth with concurreent sercices enabled like IPv44 forwrdring, IPv6, ACL's Multicast, QOS The router performace degardes with enabling concurrent services which are basic like QOS, Multicast, ACL's etc., request to consider the chnages suggested	No change
60	6.8.7-30	Router	164	Support for traffic classification using various parameters like source physical interface, Source, destination IP, subnet, protocol types, source, destination ports, 802.1p and some well known application types	Support for traffic classification using various parameters like source physical interface, Source, destination IP, subnet, protocol types, source, destination ports, 802.1p and some well known application types using TCP and UDP ports The TCP and UDP ports are standrad based used classification and request to consider the changes suggested	No change
61	6.8.7-3	Router	161	Chassis based router at least four slots free with multicore processor for expansion	Chassis based router at leastone slot free with multicore processor for expansion after considering the required interfaces loaded Differnet OEM have ifferent architecture and we request to consider the change suggested	Refer Corrigendum
62	6.8.7-40	Router	165	8K IPv4 and IPv6 unicast routes	100K IPv4 and IPv6 unicast routes We suggest that router should have min 100k routes as the router is the gateway and needs to support min 100k routes	No change
63	6.8.5 Access Switch	19		support for minimum 4 K IPv4 and Ipv6 ACLs like port based/time based, vlan based and Standard/Extended ACLs L2- L4	Request you to kindly modify this clause as "Support for minimum 2K IPv4 and 1K Ipv6 ACLs like port based/time based, vlan based and Standard/Extended ACLs L2- L4" Since 2K IPv4 and 1K IPv6 is enough for DC Core switch. Also core switch for DC never connected directly to end user, this is for server connectivity. Request you to kindly change so that max. OEM can participate.	No change
64	6.8.5 Access Switch	27		standards such as ieee802.3, 802.3ab, ieee802.3ae, ieee802.1D,ieee802.1w, ieee802.1s, ieee802.1p, ieee802.1Q, 802.1x, 802.3ad, 802.1X, ieee802.3x	Request you to kindly remove ieee802.3 since this standard is used to 10 Mbit/s spped where as the ports requirement is either 10G or 40G.	Refer Corrigendum
65	6.8.5 Access Switch	28		SNMP v1, v2c, v3, RMON/RMON-II enabled, SSH, telnet,GUI, Web management	Request yo to kindly remove GUI, web management of modify as "GUI, Web management (external/ internal). Since GUI and web management unsecured management feature and industries not recommended for Core Switch/Datacenter switch. SSH, telnet and CLI is more secure management protocol. Request you to kindly modify this clause.	No change
66	6.8.7 Router	14		DRAM – 8GB or Higher Flash Memory -8GB or higher or any other storage from day 1	Request you to kindly change this clause as " Router should have sufficient RAM and Flash memory to run and store the configuration file and logs files with full compliance to all the asked protocol and performance parameters enable from day-1 without any degradation of the performance " The architecture and technology differs from OEM to OEMs and RAM and FLASH size not related to performance of the router. 4GB RAM and 256 MB flash are sufficient to store the IOS, Configuration files and Log files in HPE routers without any degradation of performance because all the featuers, application and protocols supports from day one. No additional licences are required for upgradation for featuers and protocols. Request you to modify the clause so that leading OEM can participate.	No change

67	6.8.7 Router	16		Interfaces compatibility but not limited to E1/T1, G.703, Fast Ethernet, Gig Ethernet, (Copper+Fiber), 10Gig Ethernet, E3/T3, etc	Request you to kindly modify this clause as "Interfaces compatibility but not limited to Gig Ethernet (Copper+Fiber), 10G SFP+ Port" Technology differs from OEM to OEM. Most of the ISPs are provided Links in ethernet. E1/T1 etc. are used for low bandwidth. Request you to kindly modify so that max. OEM can participate.	Refer Corrigendum
68	6.8.7 Router	29		Includes traffic policing, traffic shaping and mark traffic using IP Precedence, DSCP and MPLS EXP. router support at least 30000 hardware queues for deployment of per-user, per-application, per-port QOS.	Request you to kind modify this clause as "Router support at least 4000 hardware queues for deployment of per-user, per-application, per-port QOS." Technology differs from OEM to OEM 4K hardware queues are sufficient for deployment of solution. Request you to kindly change so that max. OEM can participate	Refer Corrigendum
69	6.8.7 Router	33		Support for IP SLA to assure business-critical IP applications and Y.1731 for performance monitoring	Request you to kindly remove IP SLA. Since this is OEM specific terminology.	Refer Corrigendum
70	6.8.7 Router	34		Router is manageable through local console, Aux Port, Telnet, SSH and web. Support online reconfiguration and configuration role back feature	Request you to kindly remove Web based management. Since Web based management is unsecured for Core router.	No change
71	Preamble	1.1(c)	8	Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.	Request UIDAI to consider the below modification : Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.	No change
72	Preamble	1.1 (d)	9	Tenderer who has downloaded the tender from the UIDAI website www.uidai.gov.in and Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and Bid Securing Declaration will be executed/ EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.	Request UIDAI to consider the below modification : Tenderer who has downloaded the tender from the UIDAI website www.uidai.gov.in and Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and Bid Securing Declaration will be executed/ EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.	No change
73	Procedure for Submission of Bids	2.1(g)	19	The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid. The Bid documents can generally be in the PDF/ XLS/ RAR formats. The Bid documents may be scanned with 100 dpi with black and white option.	Bidder requests modification: - The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations <u>except those which are expressly submitted by the bidder</u> may lead to rejection of the Bid. The Bid documents can generally be in the PDF/ XLS/ RAR formats. The Bid documents may be scanned with 100 dpi with black and white option.	No change

74	Reverse Auction Process	2.1.1(18)	22	All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by UIDAI will form a binding contract between UIDAI and the bidder for entering into a contract.	Bidder requests modification: - All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by UIDAI will form an offer binding contract between UIDAI and the bidder for entering into a contract.	No change
75	Earnest Money Deposit (EMD)	2.3.2(f)	27	EMDs of all unsuccessful Bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the awards of contract.	Bidder requests modification: - EMDs of all unsuccessful Bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the seventh 30th day <u>after the declaration of the successful bidder</u> awards of contract.	No change
76	Earnest Money Deposit (EMD)	2.3.2	27	f) EMDs of all unsuccessful Bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the awards of contract. i) The EMD may be forfeited: ☐ If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any. ☐ In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP. ☐ During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. j) 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	Bidder requests modification: - f) EMDs of all unsuccessful Bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day <u>after the declaration of the successful bidder</u> awards of contract. i) The EMD may be forfeited: ☐ If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any. ☐ In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the <u>mutually agreed</u> terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP <u>after signing the contract</u> . ☐ During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. j) 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.	No change
77	Earnest Money Deposit (EMD)	2.3.2(j)	27	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.	Bidder requests modification: - 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.	No change
78	Firm Prices	2.10(2)	32	The Commercial bid should clearly indicate the price to be charged and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in Annexure 4.2.4 to Annexure 4.2.5 of Section IV.	Request UIDAI to consider the below modification : As GST is in force Wipro cannot Quote to customer including Statutory Taxes. Taxes should be extra as per actuals. The Commercial bid should clearly indicate the price to be charged and should include <u>exclude</u> all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in Annexure 4.2.4 to Annexure 4.2.5 of Section IV. <u>Any increase or decrease in the rate of applicable taxes or on account of any new levy of taxes shall be borne by the customer.</u>	No change

79	Bidder Qualification	2.12	31	As per RFP	Request UIDAI to consider the below modification : Wipro would be sharing CS/ CA letter for the PQ Criteria as we are under obligations of confidentiality with respect to our previous contractual assignments.	No change
80	UIDAI's Right to Vary Scope of Contract at the time of Award	2.28	42	1 Subject to mutual agreement, the UIDAI may at any time but before issue of NoA by a written order given to the successful bidder/ Vendor pursuant to Clauses in Section III, can make changes within the general scope of the Contract.	Request UIDAI to consider the below modification : 1 Subject to mutual agreement, the UIDAI may at any time but before issue of NoA by a written order given to the successful bidder/ Vendor pursuant to Clauses in Section III, can make changes within the general scope of the Contract.	No change
81	Period of Validity of Bids	2.13	32	Bids shall remain valid for 180 days after the date of opening of Pre-Qualification and Technical Bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.	Bids shall remain valid for 180 30 days after the date of opening of Pre-Qualification and Technical Bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.	No change
82	Terms and Conditions of the Bidders	2.15	32	1 Printed terms and conditions of the Bidders will not be considered as forming part of their Bids. 2 The Bidder should note that any deviation (s) or non-compliance will lead to rejection of bid.	Bidder requests modification: - 1 Printed terms and conditions of the Bidders <u>except for those expressly submitted as deviations</u> will not be considered as forming part of their Bids. 2 The Bidder should note that any deviation (s) or non-compliance will lead to rejection of bid.	No change
83	Terms and Conditions of the Bidder	2.15(2)	32	The Bidder should note that any deviation (s) or non-compliance will lead to rejection of bid.	Bidder requests modification: - The Bidder should note that any deviation (s) or non-compliance will lead to rejection of bid.	No change
84	Notification of Award	2.3	43	1 UIDAI will notify through Notification of Award (NOA) the successful Bidder in writing by letter or by email, to be confirmed in writing by letter, that its bid has been accepted. Within 10 days of receipt of this NOA, the bidder has to render his acceptance of notification of this award. 2 The date of acceptance of Notification of award by the bidder will constitute the formation of the Contract. 3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 2.32, the UIDAI will promptly notify each unsuccessful Bidder and will discharge their EMD/Bid Securing Declaration.	Bidder requests modification: - 1 UIDAI will notify through Notification of Award (NOA) the successful Bidder in writing by letter or by email, to be confirmed in writing by letter, that its bid has been accepted. Within 10 days of receipt of this NOA, the bidder has to render his acceptance of notification of this award <u>provided deviations submitted by the successful bidder have been adequately considered by UIDAI.</u> 2 The date of acceptance of Notification of award by the bidder will constitute the formation of the Contract. 3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 2.32, the UIDAI will promptly notify each unsuccessful Bidder and will discharge their EMD/Bid Securing Declaration.	No change
85	Signing of Contract	2.31(2)	43	Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI.	Bidder requests modification: - Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract <u>containing mutually agreed terms and conditions</u> and return it to the UIDAI.	No change

86	PBG	2.32 (6)	45	In the event of the Bidder being unable to service the contract for whatever reason, UIDAI would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of UIDAI under the contract in the matter, the proceeds of the PBG shall be payable to UIDAI as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. UIDAI shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.	Request UIDAI to consider the below modification : In the event of the Bidder being unable to service the contract for whatever reason, UIDAI would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of UIDAI under the contract in the matter, the proceeds of the PBG shall be payable to UIDAI as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. UIDAI shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.	No change
87	PBG	2.32	45	7 UIDAI shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement. 8 In case the project is delayed beyond the project schedule as mentioned in clause 5.5, the performance bank guarantee shall be accordingly extended	Bidder requests modification: - 7 UIDAI shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him <u>under this project</u> , an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement. 8 In case the project is delayed beyond the project schedule <u>due to reasons solely and directly attributable to the bidder</u> as mentioned in clause 5.5, the performance bank guarantee shall be accordingly extended	No change
88	Commercial rejection criteria	2.34	47	iii. Total lump sumvalue quoted by the Bidder must be inclusive of all taxes, duties etc. iv. Bidder shall bear, within the quoted rates, all the taxes and duties as levied on them as applicable. However, tax rate to be mentioned separately.	Request UIDAI to kindly consider the below; iii. Total lump sumvalue quoted by the Bidder must be inclusive EXCLUSIVE of all taxes, duties etc. iv. Bidder shall bear, within the quoted rates, all the taxes and duties as levied on them as applicable. However, tax rate to be mentioned separately.	No change
89	Performance Bank Guarantee	2.32(1)	44	Within 15days of the receipt of notification of award of the contract from the purchaser, the successful Bidder shall furnish the PBG as per format prescribed in Appendix B of clause6.2	Bidder requests modification: - Within 15days <u>from the date of signing of the contract</u> of the receipt of notification of award of the contract from the purchaser , the successful Bidder shall furnish the PBG as per format prescribed in Appendix B of clause6.2	No change
90	Confidentiality of the Document	2.33(2)	45	Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of manufacturing the articles and the bidder shall not use any such information to make any similar article or part thereof for any other purpose.	Bidder requests modification: - Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of manufacturing the articles and the bidder shall not use any such information to make any similar article or part thereof for any other purpose.	No change

91	Rejection Criteria	2.34	46	<p>i. Only the Bidders who quote for the complete Scope of Work and Supply of Goods/Services as indicated in this Bid Document, addendum thereof (if any) and any subsequent information given to the Bidder shall be considered. Incomplete bids will be rejected outright. Evaluation will be carried out for the total scope of work covered in the Bid document.</p> <p>ii. The Bidder shall be deemed to have complied with all clauses in the Bid document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, Technical specifications, Timelines and General Terms and Conditions of Contract. Evaluation will be carried out on the information available in the bid.</p> <p>iii. If the information provided by the Bidder is found to be incorrect /misleading at any stage / time during the Bidding Process the bid will be rejected and Bid Securing Declaration will be executed/EMD will be forfeited.</p> <p>iv. Bid Securing Declaration will be executed/EMD will be forfeited in case of</p>	<p>Bidder requests modification: -</p> <p>i. Only the Bidders who quote for the complete Scope of Work and Supply of Goods/Services as indicated in this Bid Document, addendum thereof (if any) and any subsequent information given to the Bidder shall be considered. Incomplete bids will be rejected outright. Evaluation will be carried out for the total scope of work covered in the Bid document.</p> <p>ii. <u>Except for the clauses and terms for which deviations have been expressly submitted by the bidder,</u> the Bidder shall be deemed to have complied with all <u>other</u> clauses in the Bid document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, Technical specifications, Timelines and General Terms and Conditions of Contract. Evaluation will be carried out on the information available in the bid.</p> <p>iii. If the information provided by the Bidder is found to be incorrect /misleading at any stage / time during the Bidding Process the bid will be rejected and Bid Securing Declaration will be executed/EMD will be forfeited.</p> <p>iv. Bid Securing Declaration will be executed/EMD will be forfeited in case of any breach of Confidentiality clause.</p>	No change
92	Definitions	3.1(10)	49	<p>“Supply” means once the purchaser issues a Purchase Order, the bidder has to supply the equipment within stipulated time.</p>	<p>Bidder requests modification: -</p> <p>“Supply” means once the purchaser issues a Purchase Order <u>and the same is accepted by the bidder</u>, the bidder has to supply the equipment within stipulated time.</p>	No change
93	Standards	3.3	50	<p>1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution.</p> <p>2. The Vendor shall ensure that the Goods supplied under the Contract against all purchase orders are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials without any additional cost to the Purchaser.</p>	<p>Bidder requests modification: -</p> <p>1. <i>The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution .</i></p> <p>2. The Vendor shall ensure that the Goods supplied under the Contract against all purchase orders are <u>at the time of delivery</u>, new, unused, of the most recent or current models and incorporate all recent improvements in design and materials without any additional cost to the Purchaser.</p>	No change

94	Installation, Commissioning, Testing and User Acceptance Tests	3.6	52	<p>9. The vendor shall replace, at the Vendor's cost, the whole or any part of the equipment as may be necessary for conclusion of the acceptance tests to the satisfaction of purchaser.</p> <p>10. Should Acceptance Tests not be concluded to the satisfaction of the purchaser, the vendor shall replace, at vendor's cost, the whole or any part of the equipment as may be necessary for conclusion of the acceptance tests to the satisfaction of the purchaser.</p> <p>11. Should acceptance tests still not be concluded to the satisfaction of the purchaser, the purchaser shall have the right to reject the equipment in respect of which the acceptance tests are not satisfactorily concluded as provided in this clause and to terminate this contract to the extent it relates to such equipment and in that event the Vendor shall refund and repay all amounts received by the Vendor from the Purchaser including interest at the rate of 10% per annum in respect of that equipment, within 60 days from the receipt of a written claim from the Purchaser.</p>	<p>Bidder requests modification: -</p> <p>9. The vendor shall replace, at the Vendor's cost, the whole or any part of the equipment as may be necessary for conclusion of the acceptance tests to the satisfaction of purchaser.</p> <p>10. Should Acceptance Tests <u>not be concluded in material conformity with the contractual specifications</u> 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 <u>in material conformity with the contract</u> to the satisfaction of the purchaser.</p> <p>11. Should acceptance tests still <u>not be concluded in material conformity with the contractual specifications</u> to the satisfaction of the purchaser, the purchaser shall have the right to reject the equipment in respect of which the acceptance tests are not satisfactorily concluded as provided in this clause and to terminate this contract to the extent it relates to such equipment and in that event the Vendor shall refund and repay all amounts received by the Vendor from the Purchaser including interest at the rate of 10% per annum in respect of that equipment, within 60 days from the receipt of a written claim from the Purchaser.</p>	No change
95	Installation, Commissioning, Testing and User Acceptance Tests	3.6(12)	52	<p>The timeline mentioned for Acceptance (User Acceptance Test) in clause 4.1.4 by purchaser is tentative. This may increase or decrease for which UIDAI shall not be responsible for any cost if incurred by vendor on this account.</p>	<p>Bidder requests modification: -</p> <p>The timeline mentioned for Acceptance (User Acceptance Test) in clause 4.1.4 by purchaser is tentative. This may increase or decrease for which UIDAI shall not be responsible for any cost if incurred by vendor on this account.</p>	No change
96	Installation, Commissioning, Testing and User Acceptance Tests	3.6(13)	52	<p>Commissioning and acceptance of the system shall be considered to be complete only after the following conditions have been met successfully to the satisfaction of the UIDAI</p>	<p>Bidder requests modification: -</p> <p>Commissioning and acceptance of the system shall be considered to be complete only after the following conditions have been met successfully to the satisfaction of the UIDAI</p>	No change
97	Warranty/AMC	3.10.1.(6)	55	<p>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.</p>	<p>If the Vendor, having been notified, fails to remedy the defect(s) within a period defined, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract. However vendor's liability in this case will be limited to 10% of the value of the goods or services for which such option is exercised.</p>	No change

98	Warranty/AMC	3.10.1 (1)	54	The Vendor warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Vendor further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Vendor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.	Bidder requests modification: - The Vendor warrants that the Goods supplied under the Contract are, <u>at the time of delivery</u> , new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Vendor further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Vendor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.	No change
99	Period of Contract	3.10.2	55	1. This contract for "Supply, Installation, Commissioning and Post Warranty Maintenance of IT Network Equipment" shall start from date of acceptance of Notification of award by bidder (as per clause 2.30 of section II of RFP) and shall last till completion of 4th year of AMC.. This includes warranty period of 3 years (36 months) in respect of equipment, warranty commences from the date of acceptance of goods by purchaser and extendable comprehensive AMC support (after 3 years of warranty) for equipment upto 48 months. In case product/equipment is not End of Support after expiry of contract, the purchaser may extend the contract upto 2 years or till the equipment is End of Support, whichever is less (after completion of 7 years) on same terms and conditions of this contract at the sole discretion of the Purchaser. The rate for such extension of AMC will be 7th year AMC cost. 2. Notwithstanding the provision of Clauses mentioned above, the period of Contract shall be valid subject to the satisfaction of the Purchaser.	Bidder requests modification: - 1. This contract for "Supply, Installation, Commissioning and Post Warranty Maintenance of IT Network Equipment" shall start from date <u>of signing of the contract</u> acceptance of Notification of award by bidder (as per clause 2.30 of section II of RFP) and shall last till completion of 4th year of AMC.. This includes warranty period of 3 years (36 months) in respect of equipment, <i>warranty commences from the date of acceptance of goods by purchaser</i> and extendable comprehensive AMC support (after 3 years of warranty) for equipment upto 48 months. In case product/equipment is not End of Support after expiry of contract, the purchaser may extend the contract upto 2 years or till the equipment is End of Support, whichever is less (after completion of 7 years) on <u>same terms and conditions mutually agreeable to both the parties</u> of this contract at the sole discretion of the Purchaser. The rate for such extension of AMC will be 7th year AMC cost. 2. Notwithstanding the provision of Clauses mentioned above, the period of Contract shall be valid subject to the satisfaction of the Purchaser.	No change
100	Payment terms hardware	3.11.1	58	The payments are for goods and services are as below i) 10% against delivery of all equipment and accessories. ii) 50% against installation and satisfactory commissioning of all Goods/ Services iii) 30% after 15 days of submission of ATRR iv) Balance 10% to be disbursed in 8 (eight) equal quarterly instalments after one year of acceptance of system.	Request modifications in payments for goods and services are as below i) 10% 90% against delivery of all equipment and accessories. ii) 50% 10% against installation and satisfactory commissioning of all Goods/ Services iii) 30% after 15 days of submission of ATRR iv) Balance 10% to be disbursed in 8 (eight) equal quarterly instalments after one year of acceptance of system.	No change

101	AMC	3.11.2	57	Post warranty, total annual maintenance charges of that year would be paid in 4 Nos of equal quarterly instalments after completion of each quarter of the AMC period.	Post warranty, total annual maintenance charges of that year would be paid in 4 Nos of equal quarterly instalments after completion of each quarter of the 4 Nos of equal quarterly in advance instalments after completion of each quarter of the AMC period.	No change
102	Change order	3.13	58	UIDAI reserves the right to increase the quantity within 2 years of the Contract Period, of upto 50% of the Quantity. UIDAI may also decrease the quantity at its sole discretion. In case of any increase/ decrease in quantities of any equipment, unit rate for equipment indicated in the contract will be applicable.	UIDAI reserves the right to increase the quantity within 2 years of the Contract Period, of upto 50% of the Quantity. UIDAI may also decrease the quantity at its sole discretion. It should be restricted to +/-10% maximum of the quantity quoted as per RFP. In case of any increase/ decrease in quantities of any equipment, unit rate for equipment indicated in the contract will be applicable.	No change
103	Assignment	3.15	58	The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, to other party, except with the Purchaser's prior written consent. The permission, if any, of the purchaser has to be taken within 15 days of award of the	Bidder requests modification: - The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, to other party, except with the Purchaser's prior written consent. The permission, if any, of the purchaser has to be taken within 15 days of award of the contract.	No change
104	Subcontracts	3.16	58	No sub-contracting of the work either in full or part is allowed.	Bidder requests modification: - No sub-contracting of the work either in full or part is allowed <u>without the prior consent of UIDAI.</u>	No change
105	Delays in the Vendor's Performance	3.17	58	1. Delivery of the Goods and performance of Service shall be made by the Vendor in accordance with the Timelines specified by the Purchaser in Clause 5.5. 2. An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.	1. Delivery of the Goods and performance of Service shall be made by the Vendor in accordance with the Timelines specified by the Purchaser in Clause 5.5. 2. An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default. In the event of termination by customer, the Bidder shall be paid for the: 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCs 5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts 5. unrecovered investments shall be paid by customer as per termination schedule till the date of termination.	No change
106	Liquidated damages	3.18	60	The overall liquidated damages will be maximum of 10% of the Contract value. If the liquidated damages amount of any quarter is more than the quarterly bill due to the vendor, amount will be deducted from the subsequent quarterly bills. However, if the liquidated damages amount is not recoverable from the pending dues to the vendor, in that case, same shall be recovered from other pending payments of the vendor including encashing PBG, if required.	The overall liquidated damages will be maximum of 10% 3% of the defaulted Contract value. If the liquidated damages amount of any quarter is more than the quarterly bill due to the vendor, amount will be deducted from the subsequent quarterly bills. However, if the liquidated damages amount is not recoverable from the pending dues to the vendor, in that case, same shall be recovered from other pending payments of the vendor including encashing PBG, if required.	No change

107	Termination for Default	3.19	63	<p>1. Purchaser shall provide notice of thirty(30) days to meet the services</p> <p>2. Where an event of default subsists or remain uncured after 30 days of notice to vendor to resolve, the Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part:(i) If the Vendor 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;</p> <p>OR</p> <p>(ii) If the Vendor fails to perform any other obligation(s) under the contract.</p> <p>3. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess</p>	<p>Bidder request Modification</p> <p>1. Purchaser shall provide notice of thirty(30) days to meet the services</p> <p>2. Where an event of default subsists or remain uncured after 30 days of notice to vendor to resolve, the Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part: (i) If the Vendor 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;</p> <p>OR</p> <p>(ii) If the Vendor fails to perform any other material obligation(s) under the contract.In the event of termination Customer shall pay vendor for goods delivered and services rendered till the date of termination.</p> <p>3. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Vendor shall be liable to the Purchaser for such excess costs for such similar Goods including the efforts of the Purchaser for such arrangement. Provided further that the Vendor shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Purchaser. However, the Vendor shall continue performance of the Contract to the extent not terminated.</p>	No change
108	Termination for Convenience	3.22	61	<p>The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of sixty days. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.</p>	<p>The Purchaser Either party 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 90 days. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.In the event of termination by customer, 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. unrecovered investments shall be paid by customer as per termination schedule till the date of termination. 	No change
109	Force Majeure	3.2	61	<p>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.</p>	<p>Bidder requests modification: -</p> <p>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.</p>	No change
110	Taxes and Duties	3.32	65	<p>The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, demurrage charges 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.</p>	<p>The Vendor customer shall be entirely responsible for all taxes, duties, octroi, license fees, demurrage charges 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.</p>	No change

111	Insurance	3.33	65	The Goods supplied under the Contract shall be fully insured by the Vendor against loss or damage incidental to manufacture or acquisition, transportation, storage delivery, installation and commissioning. Cost of insurance is deemed to be included in quoted value of the goods and services.	Wipro only provides a Company wide Insurance policy and not any transaction specific insurance.	No change
112	Continuing Support	3.35	65	The Vendor shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all vendor supplied goods and services to meet the requirements of the applications.	Bidder requests modification: - The Vendor shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all vendor supplied goods and services to meet the requirements of the applications as agreed upon by the parties.	No change
113	No Claim Certificate	3.34	65	As per RFP	Not acceptable.Request deletion	No change
114	Delivery and Risk Purchase	3.37	66	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. 5. The Purchaser reserves the right to suspend the business with such vendor who defaults in adhering to the contractual delivery schedule, quality of stores etc as per the contract after giving show cause notice to the vendor and considering his reply if any.	The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the goods and services as specified in Section V of this RFP at the risk and cost of Contractor after giving due notice to the vendor even before completion of the contractual delivery schedule if it becomes apparent that vendor will not be able to fulfill the contractual obligations. In case the vendor fails to complete the supply of goods and services or a portion thereof within the contractual delivery schedule, the Purchaser has the right to purchase the goods and services or a portion thereof at the risk and cost of vendor. Provided further that the Vendor shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Purchaser. 5.-The Purchaser reserves the right to suspend the business with such vendor who defaults in adhering to the contractual delivery schedule, quality of stores etc as per the contract after giving show cause notice to the vendor and considering his reply if any.	No change
115	Delivery and Risk Purchase	3.37	66	1. The time and the date of delivery of the goods and services as specified in Section V of this RFP shall be deemed to be the essence of the contract and delivery must be completed as per delivery schedule as per schedule specified at clause 5.5.	Bidder requests modification: - 1.-The time and the date of delivery of the goods and services as specified in Section V of this RFP shall be deemed to be the essence of the contract and delivery must be completed as per delivery schedule as per schedule specified at clause 5.5.	No change
116	Fall Clause	3.38	67	As per RFP	Not acceptable.Request deletion	No change

117	Conditions for Indemnity	3.39.3	68	<p>ii. Immediately upon receipt of notification of any claim from the Purchaser, the vendor within a period of 5 days from date of receipt of such notice from the Purchaser, notify the Purchaser whether the vendor wish to assume the defence in relation to such claim (including settlement or resolution thereof).</p> <p>Thereafter, the vendor shall be entitled in consultation with the Purchaser, and only to the extent such action does not in any manner compromise, prejudice or adversely affect the interests of the Purchaser, to take such action as mutually agreed upon by vendor and the Purchaser to avoid, dispute, deny, resist, appeal, compromise or consent such claim, within a period of 30 days from the date of receipt of such claim notification;</p> <p>iii. Notwithstanding anything contained herein, the vendor and the Purchaser agree and covenant that a notice by the Purchaser to the vendor in relation to the claim as aforesaid shall amount to express acceptance and consent by the vendor to indemnify the Purchaser for all</p>	<p>Bidder requests modification: -</p> <p>ii. Immediately upon receipt of notification of any claim from the Purchaser, the vendor within a period of 5 days from date of receipt of such notice from the Purchaser, notify the Purchaser whether the vendor wish to assume the defence in relation to such claim (including settlement or resolution thereof).</p> <p>Thereafter, the vendor shall be entitled in consultation with the Purchaser, and only to the extent such action does not in any manner compromise, prejudice or adversely affect the interests of the Purchaser, to take such action as mutually agreed upon by vendor and the Purchaser to avoid, dispute, deny, resist, appeal, compromise or consent such claim, within a period of 30 days from the date of receipt of such claim notification;</p> <p>iii. Notwithstanding anything contained herein, the vendor and the Purchaser agree and covenant that a notice by the Purchaser to the vendor in relation to the claim as aforesaid shall amount to express acceptance and consent by the vendor to indemnify the Purchaser for all losses in relation to such claim. Upon notice by the vendor, the Purchaser shall reasonably co-operate with the vendor at the sole costs of the vendor, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the Purchaser. The Purchaser shall have the right, at its option, to participate in the defence of such claim;</p>	No change
118	Risk Purchase	3.39.4	70	<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>If the vendor fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the Purchaser due to breach of any obligations of the vendor under this Agreement, the Purchaser reserves the right to procure the same or equivalent Goods / Services / Deliverables from alternative sources at the vendor's risk and responsibility. Any incremental cost borne by the Purchaser in procuring such Goods /Services/ Deliverables shall be borne by the vendor. Any such incremental cost incurred in the procurement of the such Goods /Services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable Payments /Security Deposit / Bank Guarantee provided by the vendor under this Agreement and if the value of the Goods /Services/Deliverables under risk purchase exceeds the amount of Security Deposit and / or Bank Guarantee, the same may be recovered, if necessary, by due legal process. Provided further that the Vendor shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Purchaser.</p>	No change

119	Limitation of Liability	3.39.5	70	<p>1. Except in case of gross negligence or willful misconduct:</p> <p>a. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the vendor to pay liquidated damages to the Purchaser; and</p> <p>b. The aggregate liability of the vendor to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the vendor to indemnify the Purchaser with respect to patent infringement.</p> <p>c. The Purchaser shall not be liable to the vendor in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per clause 3.19 of this RFP.</p> <p>2. This limitation of liability shall not affect the Vendor's liability, if any, for damage to Third Parties caused by the Vendor/</p>	<p>Bidder requests modification: -</p> <p>1. Except in case of gross negligence or willful misconduct:</p> <p>a. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the vendor to pay liquidated damages to the Purchaser; and</p> <p>b. The aggregate liability of the vendor to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the vendor to indemnify the Purchaser with respect to patent infringement.</p> <p>c. The Purchaser shall not be liable to the vendor in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per clause 3.19 of this RFP.</p> <p>2. This limitation of liability shall not affect the Vendor's liability, if any, for damage to Third Parties caused by the Vendor/</p>	No change
120	Other obligations of Vendor	3.41	71	<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>	<p>Bidder requests modification: -</p> <p>Vendor shall ensure that the hardware, firmware and the software being offered as part of the contract does not contain any kind of <u>willfully inserted</u> malicious code that would activate procedures to:</p>	No change
121	Technical Bid Letter	4.1.2	73	<p>7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to supply Hardware and Software as per these terms and conditions of the bid document.</p> <p>10. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.</p>	<p>Bidder requests modification: -</p> <p>7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to supply Hardware and Software as per these terms and conditions of the bid document.</p> <p>10. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.</p>	No change
122	Declaration for the Goods Offered	4.1.3	76	<p>We hereby declare that the equipment quoted in this bid are brand new, not refurbished or used, free from all encumbrances, free from defects in any supplied material, workmanship and manufacture and shall be of the highest grade and quality and shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly.</p>	<p>Bidder requests modification: -</p> <p>We hereby declare that the equipment quoted in this bid are, <u>at the time of delivery,</u> brand new, not refurbished or used; free from all encumbrances, free from defects in any supplied material, workmanship and manufacture and shall be, <u>at the time of delivery,</u> of the highest grade and quality and shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly.</p>	No change

123	Delivery Schedule	4.1.4 (1)	77	1. Project Initiation - T0 (To is the date of acceptance of NOA by bidder)	Bidder requests modification: - 1. Project Initiation - T0 (To is the date of <u>signing of the contract</u> acceptance of NOA by bidder)	No change
124	Delivery Schedule	4.1.4	78	* The timeline mentioned for Acceptance by purchaser is tentative. This may increase or decrease for which UIDAI shall not be responsible for any cost if incurred by vendor on this account.	Bidder requests modification: - * The timeline mentioned for Acceptance 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.	No change
125	Warranty	4.1.5	79	We warrant that everything to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered shall be full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and for, and acceptance of the goods, but shall expire after 3 Years (36 months) from the date of acceptance of equipment by the Purchaser. Post completion of warranty, 4 year AMC period will start. The obligations under the Warranty expressed above shall include all charges relating to labour, spares, maintenance (preventive, scheduled and unscheduled), and transport charges from site to manufacturers works and back and for repair/adjustment or replacement at site of any part of the equipment which under	Bidder requests modification: - We warrant that everything to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered shall be <u>in material full</u> conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and for, and acceptance of the goods, but shall expire after 3 Years (36 months) from the date of delivery of the goods <u>at the Purchaser's location</u> . acceptance of equipment by the Purchaser. Post completion of warranty, 4 year AMC period will start. The obligations under the Warranty expressed above shall include all charges relating to labour, spares, maintenance (preventive, scheduled and unscheduled), and transport charges from site to manufacturers works and back and for repair/adjustment or replacement at site of any part of the equipment which under normal care and proper use and maintenance proves defective in design, material or workmanship, or fails to operate correctly and effectively.	No change
126	Commercial Bid	4.2	83	As per RFP		Query not mentioned
127	Scope of Work	Section V	94	As per RFP	Request to delete the words "not limited to" and replace the same with "limited to". Scope of work to be defined and specific and cannot be open ended.	No change
128	Scope of Work	Section V	96	Any additional components, sub-components, assemblies, sub-assemblies that would be required to meet the desired performance requirements under "live" conditions will have to be provisioned by the Bidder at no additional cost to UIDAI and without any project delays.	Bidder requests deletion of the clause since it makes the scope open ended and ambiguous.	No change
129	Scope of Work	5.4.1 (9)	98	All the personnel employed by the successful bidder/Vendor for this contract shall adhere to the security policy of UIDAI and should follow the policy of UIDAI in terms of software, configuration and services.	Request UIDAI to share their Security Policy.	Security policy will be shared with the successful bidder.

130	Warranty	4.1.5	79	We warrant that everything to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered shall be full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and for, and acceptance of the goods, but shall expire after 3 Years (36 months) from the date of acceptance of equipment by the Purchaser. Post completion of warranty, 4 year AMC period will start. The obligations under the Warranty expressed above shall include all charges relating to labour, spares, maintenance (preventive, scheduled and unscheduled), and transport charges from site to manufacturers works and back and for repair/adjustment or replacement at site of any part of the equipment which under	Bidder requests modification: - We warrant that everything to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered shall be <u>in material full</u> conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and for, and acceptance of the goods, but shall expire after 3 Years (36 months) from the date of delivery of the goods <u>at the Purchaser's location</u> . acceptance of equipment by the Purchaser. Post completion of warranty, 4 year AMC period will start. The obligations under the Warranty expressed above shall include all charges relating to labour, spares, maintenance (preventive, scheduled and unscheduled), and transport charges from site to manufacturers works and back and for repair/adjustment or replacement at site of any part of the equipment which under normal care and proper use and maintenance proves defective in design, material or workmanship, or fails to operate correctly and effectively.	No change
131	Warranty	4.1.5	79	We warrant that everything to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered shall be full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and for, and acceptance of the goods, but shall expire after 3 Years (36 months) from the date of acceptance of equipment by the Purchaser. Post completion of warranty, 4 year AMC period will start. The obligations under the Warranty expressed above shall include all charges relating to labour, spares, maintenance (preventive, scheduled and unscheduled), and transport charges from site to manufacturers works and back and for repair/adjustment or replacement at site of any part of the equipment which under	Bidder requests modification: - We warrant that everything to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered shall be <u>in material full</u> conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and for, and acceptance of the goods, but shall expire after 3 Years (36 months) from the date of delivery of the goods <u>at the Purchaser's location</u> . acceptance of equipment by the Purchaser. Post completion of warranty, 4 year AMC period will start. The obligations under the Warranty expressed above shall include all charges relating to labour, spares, maintenance (preventive, scheduled and unscheduled), and transport charges from site to manufacturers works and back and for repair/adjustment or replacement at site of any part of the equipment which under normal care and proper use and maintenance proves defective in design, material or workmanship, or fails to operate correctly and effectively.	No change
132	Schedule of Requirements	10	96	Any additional components, sub-components, assemblies, sub-assemblies that would be required to meet the desired performance requirements under "live" conditions will have to be provisioned by the Bidder at no additional cost to UIDAI and without any project delays.	Bidder requests modification: - Any additional components, sub-components, assemblies, sub-assemblies that would be required to meet the desired performance requirements under "live" conditions will have to be provisioned by the Bidder <u>at a mutually agreed</u> no additional cost to UIDAI and without any project delays .	No change

133	Requirements and Objectives	5.4.1 (2)	97	The services, including but not limited to the following, should be provided i. Planning and scheduling for installation and commissioning as per agreed plan. ii. Installation of hardware, software. iii. Maintenance and Support for the infrastructure provided.	Bidder requests modification: - The following services, including but not limited to the following , should be provided i. Planning and scheduling for installation and commissioning as per agreed plan. ii. Installation of hardware, software. iii. Maintenance and Support for the infrastructure provided.	No change
134	Warranty	5.4.2.4 (1)	99	Refer clause 4.1.5 and the bidder shall provide comprehensive onsite warranty on a 24x7 basis for a period of 3 Years (36 months) in respect of all the Hardware/equipment under this contract. The warranty period shall commence from the date of acceptance of the goods/equipment/hardware. Comprehensive AMC after completion of 3 years to be provided till the end of the contract.	Bidder requests modification: - Refer clause 4.1.5 and the bidder shall provide comprehensive onsite warranty on a 24x7 basis for a period of 3 Years (36 months) in respect of all the Hardware/equipment under this contract. The warranty period shall commence from the date of delivery acceptance of the goods/equipment/hardware at the Customer's location . Comprehensive AMC after completion of 3 years to be provided till the end of the contract.	No change
135	Service Levels - Implementation Phase related Performance Levels	5.4.3	100	As per RFP	Maximum penalty to be capped to 3% of the defaulted contract value.	No change
136	Other SLAs applicable during the complete contract period	5.4.4.3	105	As per RFP	Maximum penalty to be capped to 3% of the defaulted contract value.	No change
137	Bid Security/Earnest Money Deposit Form	Appendix C	114	THE CONDITIONS of this obligation are: 1. If the Bidder, having its bid during the period of bid validity specified by the Bidder on the Bid Form; or 2. If the Bidder, having been notified of the acceptance of its Bid by the UIDAI during the period of bid validity a) Fails or refuses to execute the Contract Form, if required; or b) Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders;	Bidder requests modification: - THE CONDITIONS of this obligation are: 1. If the Bidder, having its bid during the period of bid validity specified by the Bidder on the Bid Form; or 2. If the Bidder, having been notified of the acceptance of its Bid by the UIDAI during the period of bid validity a) Fails or refuses to execute the Contract Form <u>on mutually agreed terms and conditions</u> , if required; or b) Fails or refuses to furnish the Performance Security <u>after signing the contract</u> , in accordance with the instructions to Bidders;	No change
138	Non Disclosure Agreement	Appendix G	123	We also hereby agree that this NDA will be binding on us through-out the contract period and will survive the contract period in case we are selected as a successful bidder.	Bidder requests modification: - We also hereby agree that this NDA will be binding on us <u>till the selection of the successful bidder</u> , through-out the contract period and will survive the contract period in case we are selected as a successful bidder .	No change

139	Compliance Statement	Appendix I-1	167	We hereby undertake and agree to abide by all the terms and conditions stipulated by UIDAI in the RFP document including all annexures and the rules for Reverse Auction.	Bidder requests modification: - We hereby undertake and agree to abide by all the terms and conditions stipulated by UIDAI in the RFP document including all annexures and the rules for Reverse Auction.	No change
140	Bid Securing Declaration Form	Appendix J	171	Vendor will automatically be suspended from being eligible for bidding in any contract with the Unique Identification Authority of India (herein referred as Purchaser) for the period of 3 years, starting on bid submission closing date, if Vendor are in breach of any of the following obligation(s) under the bid conditions:- (a) have withdrawn or modified our Bid during the period of bid validity specified in the RFP; or (b) having been notified of the acceptance of Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the terms of the RFP Vendor understand that this declaration shall expire if Vendor are not the successful Bidder and on receipt of purchaser's	Bidder requests modification: - Vendor will automatically be suspended from being eligible for bidding in any contract with the Unique Identification Authority of India (herein referred as Purchaser) for the period of 3 years, starting on bid submission closing date, if Vendor are in breach of any of the following obligation(s) under the bid conditions:- (a) have withdrawn or modified our Bid during the period of bid validity specified in the RFP; or (b) having been notified of the acceptance of Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the terms of the RFP Vendor understand that this declaration shall expire if Vendor are not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.	No change
141	Taxes	NA	NA	Clause to be added	Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of UIDAI.	No change
142	Savings Clause	NA	NA	Clause to be added	Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected , delayed or causes non-performance due to UIDAI's omissions or actions whatsoever.	No change
143	Deemed Acceptance	NA	NA	Clause to be added	Services and/or deliverables shall be deemed to be fully and finally accepted by UIDAI in the event when UIDAI has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when UIDAI uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Client.	No change
144	SNR	NA	NA	Clause to be added	UIDAI hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. UIDAI agrees that Bidder shall not be in any manner be liable for any delay arising out of UIDAI's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.	No change
145	Intellectual Protection	NA	NA	Clause to be added	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the UIDAI.	No change
146	Bidders right to terminate	NA	NA	Clause to be added	The bidder shall have the right to terminate the contract in the event any undisputed amount remains unpaid for a period exceeding 15 days.	No change

147	Risk and Title	NA	NA	Clause not present in RFP	The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	No change
148	6.8.2 HSM	6	137	Keys are always in Hardware and never stored in Software in any form	<p>Keeping high standard of security , UIDAI has already insisted on the best practices which say HSM should “GENERATE” , “STORE” , “USE” and “DESTROY” the Keys with in the HSM and the whole life cycle of keys should be managed within the FIPS certified tamper resistant Hardware, if any HSM allows Keys to travel outside the HSM and store the Keys in software in any of the form than it doesn’t called HSM on the first place itself as it doesn’t have capabilities of storing the Keys with the tamper resistant Hardware Security Module.</p> <p>We request the UIDAI not to dilute this clause as this is very critical and important from the security perspective and if private Keys comes outside the FIPS certified tampered resistant HSM and start storing into the software in that case FIPS certified HSM has no meaning and anyone and everyone can copy it and do the Crypto analysis on the copied private keys, which in-turn will create the vulnerability into the eco-system and surely impact adverse.</p>	No change
149	6.8.2 HSM	20	138	Complete hardware based storage of key material for entire Life cycle	<p>HSM is a FIPS certified Cryptographic Hardware appliance, which has its own secured FIPS certified boundaries , it GENERATE, STORE, Manage, Use and Destroy(Entire Life Cycle) Keys inside its tamper resistant hardware memory only, if Keys comes out of Hardware then there is no “PROTECTION” and whole secure strategy become meaningless for Hardware Security Module (since HARDWARE BASED KEYS STORAGE IS THE BACKBONE OF COMPLETE HSM CONCEPT for security measure), if Keys travels outside HSM hardware and reside in software then the word “PROTECTION” becomes null and void and Keys outside the HSM are prone to cryptographic analysis (Hacking) and any vulnerability in the OS or software will allow hacker to exploit that vulnerability to compromise the keys.</p> <p>UIDAI should not downgrade its security level from the existing standard for keeping the keys in HSM hardware for their entire life cycle. This form the very basics of strong security architecture and is very critical and important from the security perspective and if private Keys material comes outside the FIPS certified tampered resistant HSM and start storing into the software in that case FIPS certified HSM has no meaning and anyone and everyone can copy it and do the Crypto analysis on the copied private keys, which in-turn will create the vulnerability into the eco-system and surely impact adverse. This may result in exposure of PII and other Aadhaar data which is encrypted</p>	No change
150	6.8.2 HSM	6	137	Keys are always in Hardware and never stored in Software in any form	<p>Keeping high standard of security , UIDAI has already insisted on the best practices which say HSM should “GENERATE” , “STORE” , “USE” and “DESTROY” the Keys with in the HSM and the whole life cycle of keys should be managed within the FIPS certified tamper resistant Hardware, if any HSM allows Keys to travel outside the HSM and store the Keys in software in any of the form than it doesn’t called HSM on the first place itself as it doesn’t have capabilities of storing the Keys with the tamper resistant Hardware Security Module.</p> <p>We request the UIDAI not to dilute this clause as this is very critical and important from the security perspective and if private Keys comes outside the FIPS certified tampered resistant HSM and start storing into the software in that case FIPS certified HSM has no meaning and anyone and everyone can copy it and do the Crypto analysis on the copied private keys, which in-turn will create the vulnerability into the eco-system and surely impact adverse.</p>	No change

151	6.8.2 HSM	20	138	Complete hardware based storage of key material for entire Life cycle	<p>HSM is a FIPS certified Cryptographic Hardware appliance, which has its own secured FIPS certified boundaries , it GENERATE, STORE, Manage, Use and Destroy(Entire Life Cycle) Keys inside its tamper resistant hardware memory only, if Keys comes out of Hardware then there is no “PROTECTION” and whole secure strategy become meaningless for Hardware Security Module (since HARDWARE BASED KEYS STORAGE IS THE BACKBONE OF COMPLETE HSM CONCEPT for security measure), if Keys travels outside HSM hardware and reside in software then the word “PROTECTION” becomes null and void and Keys outside the HSM are prone to cryptographic analysis (Hacking) and any vulnerability in the OS or software will allow hacker to exploit that vulnerability to compromise the keys.</p> <p>UIDAI should not downgrade its security level from the existing standard for keeping the keys in HSM hardware for their entire life cycle. This form the very basics of strong security architecture and is very critical and important from the security perspective and if private Keys material comes outside the FIPS certified tampered resistant HSM and start storing into the software in that case FIPS certified HSM has no meaning and anyone and everyone can copy it and do the Crypto analysis on the copied private keys, which in-turn will create the vulnerability into the eco-system and surely impact adverse. This may result in exposure of PII and other Aadhaar data which is encrypted</p>	No change
152	6.8.2 HSM	6 and 20	1,37,138	Keys are always in Hardware and never stored in Software in any form Complete hardware based storage of key material for entire Life cycle	<p>HSM by defination is a key security module rather not a Key storage module. Storage could be an additional feature but would like to understand the need of specifying this as the mandatory requirement as it doesn't add any additional security. We do comply according to FIPS 140-2 Level 3 certification considering HSM security (a regulatory body in USA for certifying this technology and CCA , a body under MEITY , GOI.</p> <p>Storing application Keys in the box is one way of securing the keys used by one specific HSM vendor for their General purpose HSM. There are other more efficient ways to provide the same level of security and also giving the customer many benefits such as Protecting customers from threats directed at the servers where security sensitive cryptographic applications reside, easy backup, efficient scalability, resiliency etc. Where as this legacy approach has demerits like Capacity limited to HSM memory, Key replication requires backup HSMs, Single point of failure, physical compromise of backup HSM can results in loss of Application Keys etc.</p> <p>In order to give chance to all the HSM vendors and key security technologies, request you to allow the technologies recommended by CCA and FIPS (the certification which has been asked by you in the tender) and neutralize HSM specifications.</p>	No change
153	6.8.2 HSM	6 and 20	1,37,138	Keys are always in Hardware and never stored in Software in any form Complete hardware based storage of key material for entire Life cycle	<p>HSM by defination is a key security module rather not a Key storage module. Storage could be an additional feature but would like to understand the need of specifying this as the mandatory requirement as it doesn't add any additional security. We do comply according to FIPS 140-2 Level 3 certification considering HSM security (a regulatory body in USA for certifying this technology and CCA , a body under MEITY , GOI.</p> <p>Storing application Keys in the box is one way of securing the keys used by one specific HSM vendor for their General purpose HSM. There are other more efficient ways to provide the same level of security and also giving the customer many benefits such as Protecting customers from threats directed at the servers where security sensitive cryptographic applications reside, easy backup, efficient scalability, resiliency etc. Where as this legacy approach has demerits like Capacity limited to HSM memory, Key replication requires backup HSMs, Single point of failure, physical compromise of backup HSM can results in loss of Application Keys etc.</p> <p>In order to give chance to all the HSM vendors and key security technologies, request you to allow the technologies recommended by CCA and FIPS (the certification which has been asked by you in the tender) and neutralize HSM specifications.</p> <p>In order to give chance to all the HSM vendors and key security technologies, request</p>	No change
154	4.1.6	MAF	80	I/We confirm the Products listed herein will not be announced End-of-Sale for a minimum of 24 months from the date of its acceptance by UIDAI.	<p>Request you to please amend to: I/We confirm the Products listed herein will not be announced End-of-Sale at the time of bidding</p>	No change

155	4.1.6	MAF	81	I/We affirm that as of the date of this letter, we shall make support available for the "Products" and provide support of parts for repair (or functionally equivalent replacements) thereof for a period of up to seven (7) years from the date commencement of warranty.	Request you to please amend to: I/We affirm that as of the date of this letter, we shall make support available for the "Products" and provide support of parts for repair (or functionally equivalent replacements) thereof for a period of up to seven (7) years from the date commencement of warranty from the sate of bidding.	No change
156	6.5	3	119	I/We hereby confirm that the "Products"/Equipment being supplied to UIDAI will not be declared end of sale for a minimum of 24 months from the date of its acceptance by UIDAI and that we shall support the same for a minimum period of 7 years from the date of its acceptance by UIDAI.	Request you to please amend to: I/We hereby confirm that the "Products"/Equipment being supplied to UIDAI will not be declared end of sale at the time of biddings f and that we shall support the same for a minimum period of 7 years from the date of bidding.	No change

157	6.8.3	IPS	139	IPS	<p>Application visibility with user control, IPS, APT are an integral part of current age NGFW platform. Asking for two separate devices (IPS and Firewall) will not only impact the performance but will also increase the manual intervention and complicate the management. It also lacks in most important part in the security which is correlation and sharing of intelligence for effective security solution.</p> <p>The basic approach of platform based architecture of NGFW is to have complete automation, integration, automation and proactive prevention from the threats and this cannot be achieved by siloed point devices.</p> <p>Please allow bidders to propose both firewall and IPS within the same device.</p>	No change
158	6.8.3	3	139	Throughput: 10 Gbps or higher	<p>Request to Amend to :</p> <p>Should support at least 8 Gbps of Threat Prevention throughput with Firewall, application control, IPS, Anti-Virus, Anti-malware and Anti-bot enabled and with all updated signatures.</p> <p>The performance of many legacy architecture devices degrades as low as 90% on enabling Next Gen firewall features. Not mentioning this will block the devices and will not give the desired performance.</p>	No change
159	6.8.4	Firewall	144	The OEM of the proposed equipment must be in the Leaders/Challengers Quadrant of Gartner Magic Quadrant for Enterprise Firewall in each of the last two reports (latest)	<p>Suggest to Amend :</p> <p>The proposed solution must be in the Leader's quadrant in Gartner Magic Quadrant of Enterprise Firewalls for the last 3 years- 2016, 2015 and 2014.</p> <p>Security is the utmost criteria for any network or application and it should be chosen from the leaders to have effective best in class security solution. We also suggest the points allocated in technical evaluation should give priority to leaders.</p>	No change
160	6.8.4	4	144	System should support Firewall, Application visibility, User awareness, anti malware with zero day attack prevention, IPSec, VPN, Unlimited users/nodes except VPN	<p>One of the important parameter for protection at the perimeter level is gateway Antivirus which is missing in the features asked. In absence of this all the virus will be allowed to enter the network and will be a major loop hole in security solution.</p> <p>Request you to please amend to : System should support Firewall, Application visibility, User awareness, anti malware with zero day attack prevention, IPSec, VPN, Unlimited users/nodes except VPN and Antivirus</p>	Refer Corrigendum
161	6.8.4	9	145	Should support VPN Clustering and Load balancing/sharing	<p>VPN clustering and load balancing are basic features of routers and should be relaxed on the security device thus enabling all leading OEMs to participate.</p> <p>Request you to please amend to:</p> <p>Should support Clustering/ HA and Load balancing/sharing</p>	Refer Corrigendum
162	6.8.4	12	145	System Throughput - at least 10 Gbps with all functionality mentioned in point 4	<p>Request you to please amend to:</p> <p>System Throughput - at least 8 Gbps with all functionality mentioned in point 4</p> <p>This will allow all major OEM on the level play.</p>	Refer Corrigendum
163	6.8.4	13	146	Memory at least DRAM - 16 GB or higher at least Flash/SSD Memory 16GB- or higher or any other storage if required	<p>16 GB is too low, Even the smart phones these days come with this much of RAM and upto 256 Gb of storage space. Security events, configuration and logs take lot of space and this will not be enough for even storing one day of events and logs on the device for reporting.</p> <p>Request you to please amend to minimum :</p> <p>240GB SSD, RAID1, System Storage</p> <p>2TB HDD, RAID1, Log Storage</p>	<p>16GB RAM and Flash is the minimum requirement and OEM is free to supply higher memory devices.</p> <p>No Change</p>

164	6.8.4	60	149	Support SNMPv1, v2c, v3	SNMP v1 is legacy and is not used by almost all leading OEMs. Request you to please amend to: Support SNMP v2c, v3	Refer Corrigendum
165	6.8.4	Firewall	144	Request for addition: The proposed solution shall support sandbox behavior based inspection in future or as and when required for protection of unknown viruses and zero-day malware for any application and protocol (not limited to HTTP, SMTP, FTP) and the solution shall support automated signature generation for discovered zero-day malware and the OEM should ensure the delivery of the signature in 5-10 mins from the time of detection and it should have public reference.	The unknown threats are the major cause of compromise. The SLA and response turn around time to convert unknown to known is very important aspect. The solution should be capable of protection against unknown and this should support automated signature creation and converting the unknown into known within 5-10 mins of Zero-day/Unknown malware detection.	No change
166	6.8.4	Firewall	144	Request for addition: The proposed solution must support on appliance Per policy SSL and SSH decryption for both inbound and outbound traffic	Most of the applications run on SSL encryption and management on SSH. Current day attacks can also be embedded in this encrypted traffic. This feature is missing and is very important for protection against such threats.	No change
167	6.8.4	Firewall	144	Request for addition: The device should be capable to identify and prevent in-progress phishing attacks by controlling sites to which users can submit credentials based on the site's URL category thus blocking users from submitting credentials to untrusted sites while allowing users to continue to submit credentials to organization and sanctioned sites.	Credential theft is the major concern and is most common phishing attack. Will suggest to include this very important feature requirement.	No change