

RFP for Data Center Space to Co-Host UIDAI Services (Tender no. 11014/18/2017 dated 08.12.2017)

Reply to bidders queries

Sr. No	Clause No.	RFP Pg. No.	Existing Provision in the Clause	Clarification Sought by bidders	Replies from UIDAI
1	1.1	7	This invitation to bid is for providing "Data Centre Space to Co-host UIDAI Services at Mumbai/Navi Mumbai/Pune	Query from bidder -We understand that your objective of including Pune as an alternative location for DC is to increase the number of bidders in this bid so that adequate competition exists. Considering that the cost of operations and cost of space (real-estate) in Mumbai is much higher compared to Pune, by giving Pune as an option you are creating a situation that Mumbai bidders do not bid here since we cannot compete on price due to DC location linked real-estate costs. Please allow us to bid here by removing Pune as an option.	No change
2	2.18 (3)	29	The bidder should have minimum annual turnover of Rs 50 Crore from Data Centre services in each of the last 3 financial years (FY 2014-15, 2015-16, 2016-17)	Query from bidder :The bidder should have minimum annual turnover of Rs 50 Crore from Data Centre services/ IT enabled e-governance services each of the last 3 financial years (FY 2014-15, 2015-16, 2016-17) Query from bidder -Bidder should have minimum annual turnover of Rs 10 Crores from Data Centre services in each of the last 3 financial years (FY 2014- 15, 2015-16, 2016-17) Query from bidder -Kindly amend the clause 'The Bidder should have an average Annual Turn over of Rs 50 Crore from Data Centre services in the last 3 financial years (FY2014-15,2015-16,2016-17)'	Pl refer corrigendum

3	2.18 (3)	29	Audited financial statements for the last three financial years. In case, the turnover on account of Data Centre services is not mentioned separately in the audited financial statements, the bidder shall provide a certificate from statutory auditor/ Company Secretary/ Chartered Accountant stating the turnover from Data Centre related Services, duly attested by company's authorized signatory.	Audited financial statements for the last three financial years from Data Center Services/IT enabled Services	No Change
4	2.18 (5)	30	Bidder to provide certificate on their company letter head mentioning that Data Centre offered conforms to Uptime Tier III* or above or TIA-942 Rated 3* or above guidelines. In addition bidder to submit the specialist auditor's certificate stating that data center conforms to Uptime Tier III* or above or TIA-942 Rated 3* or above guidelines/standards* For implementation or operations or both	<p>Query from bidder -i) Since TIA-942 does not nominate any agency or institute to certify on their behalf, please confirm if audits done by any third party Auditor giving a certificate of compliance to TIA-942 guidelines will be accepted or UIDAI is looking to have certificates from Uptime and EPI only.</p> <p>ii) Auditors would not certify on Uptime Tier-III/TIA-942 3 conformity. Instead, self-certificate on company letter head must be allowed</p> <p>Query from bidder -Please consider only 3rd party certificates for this. Self certificates will defy the objective of this clause which is most crucial for any data center</p> <p>Query from bidder - We were previously Uptime Certified Tier III Data Center for Design and we're currently under the renewal process. We're awaiting the visit of the Uptime authorities on a date as finalised by Uptime. Hence request you to kindly consider an undertaking for the compliance to Uptime Tier III standards on the company letterhead at the time of submission and the original certificate shall be shared post Uptime concludes its audit process</p>	<p>i) No change.</p> <p>ii) Clause is very explicit and does not need any more clarification.</p>

5	2.18 (7)	30-31	<p>The bidder should have hosted data center colocation space for minimum of 2 customers and each customer availing continuously atleast 250 sq. feet DC space (IT operations area) for a period of atleast twelve (12) months in past on the last day of previous month of opening of bid . Both hosting shall be for Data centre which conforms to Uptime Tier III* or above or TIA-942 Rated 3* or above guidelines/standards * For implementation or operations or both</p>	<p>Query from bidder -The bidder should have hosted data center colocation space for minimum of 2 Projects and total customer availing continuously atleast 500 or more sq. feet DC space (IT operations area) for a period of atleast twelve (12) months in past on the last day of previous month of opening of bid . Both hosting shall be for Data centre which conforms to Uptime Tier III* or above or TIA-942 Rated 3* or above guidelines/standards * For implementation or operations or both</p> <p>Query from bidder -Request you to amend the clause as below:"The bidder should have hosted data center colocation space for minimum 1 customer availing continuously atleast 300 sq. feet DC space for a period of atleast twelve (12) months in past on the last day of previous month of opening of bid . Colocation should be at Data centre which conforms to UptimeTier III* or above or TIA-942 Rated 3* or above guidelines/standards"</p>	Pl refer corrigendum
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6	2.18 (7)	30-31	<p>The bidder must provide the following documents for each of the two customers :a) Copy of work order or purchase order showing that the cohosting service was provided continuously for atleast twelve (12) months in past on the last day of previous month of opening of bid and that area availed by the customer was atleast 250 sq. feetb) Certification from Statutory Auditor/ Company Secretary/ Chartered Accountant of bidder, about both customers mentioning that(i) Data centre co hosted to customer (name of customer and address along with contact details) conforms to Uptime Tier III* or above or TIA-942 Rated 3* or above guidelines/standards(ii) Co hosting commenced at Data centre on.....and it is under active contract on the last date of previous month of bid submission date(iv) Area of hosted space (IT operations) of customer is more that 250 sq. feet.This certificate shall be countersigned by authorized signatory.</p>	<p>Query from bidder - The bidder must provide the following documents for each of the two Projects : a) Copy of work order or purchase order or Agreements.(b) Self-certification on Bidder's letter head seeked instead of Statutory Auditor/Company Secretary/Chartered Accountant of bidderSelf certification on Bidder's letter head</p> <p>Query from bidder -Company Secretary can not certify area of space used (250 sq. ft. in this case). Kindly let us submit this certificate only with authorized signatory's signatures</p> <p>Query from bidder - Statutory Auditor/Company Secretary/Chartered Accountant are not Data Center technical persons. Therefore they will not know about Tier III or TIA-942 compliance, Current Clients and Or Area of client collocation. Therefore it will be very difficult to get them to sign these documents. Therefore, Please allow to provide Self-certificate/ undertaking on company's letter head duly signed by company's authorized signatory for this clause</p>	Pl refer corrigendum
7	4.1.3 (a)	64	<p>Server and Communication rooms layouts - Submit the proposed Server and Communication rooms area layouts, clearly showing the placement of respective equipment along with indicative positioning of caging (only server room), BMS equipment like CCTV cameras, access control system,fire and smoke detectors (VESDA), WLD, etc. Bidder to ensure that CCTV cameras covers all the area of caging including hot aisle and cold aisle area.</p>	<p>Query from bidder -As per design layout caging is required only in server room. Please clarify the caging is not required in communications room for 2 racks and only in server hall for 10 racks</p>	Pl refer corrigendum

8	4.2.2 (2)	70	One time cost UIDAI will pay total Rs 40,00,000/- (Rs Forty Lakhs Only) as one time cost for operationalization of DC. This includes cost for caging of area only for server room, Racks, IPDU, LAN cabling (Copper & Fiber cabling etc.), power cabling and power points upto racks, Biometric/Security/Access control system for caging at DC space, Communication room and seating space, electricity charges till acceptance of site, any other miscellaneous cost, etc.	Query from bidder -As per design layout caging is required only in server room. Please clarify the caging is not required in communications room for 2 racks and only in server hall for 10 racks	Pl refer corrigendum
9	4.2.2 (1)(1)	67	Rental charges for Rack space (with cables), LAN cables, cooling, electrical points, etc per year at DC	Query from bidder -Please mention the no. of cross connects required Query from bidder -How many Fiber cross connects are needed initially? How many Copper cross-connects are needed?	Pl refer corrigendum
10	4.2.2 (3)	70	Power cost in a Data Centre: Metered units(MU) x power tariff(PT) x PUE (1.8)	Query from bidder - We request to please increase the PUE to 1.88 Query from bidder - In PUE no diesel generator and admin charges have been considered. We request to increase the PUE to 1.9 instead of 1.8 Query from bidder - PUE must be raised to 1.9 -2.0	No change
11	5.1.2.4	72	The access to the DC building and thereafter caged area of Server and Communication rooms is to be based on Biometric verification.	Query from bidder - Clarification sought on whether caging is required in the communication rooms as well	Biometric access for both caged areas is required i.e., server and communication area

12	5.1.2.6	72	In case UIDAI needs to monitor the Data Centre remotely, the successful bidder should be able to provide the feed for the same.	<p>Query from bidder -Please clarify the expectation from Remote monitoring, if this is referring to the CCTV feed or something else. In order to remotely view the CCTV footage the access to the Data centre BMS needs to be given which is not a practice followed as we do not want to expose our BMS to outside network due to security reasons. Alternately a dedicated IP CCTV can be placed at the UIDAI cage level, which can be monitored from UIDAI network only (not by our BMS).</p> <p>Query from bidder -Kindly elaborate on the definition of feed in the said clause (CCTV Monitoring/Infra monitoring etc).</p> <p>Query from bidder - As per IDC Security policy remote monitoring access is not possible.</p>	Pl refer corrigendum
13	5.1.3.1	72	Initially, Data Centre to accommodate 12 racks, distributed between Data Centre area and Communication Room area, with a total power requirement up to 120 KVA. In case of additional power requirement, the successful bidder shall provide the same.	<p>Query from bidder -Please specify if this 120 KVA is a Rated load or running/consumed load</p> <p>Query from bidder -8 KVA/ 12 KVA power mentioned is Rated power or Consumed PowerIn case power mentioned is rated power then Please share Demand Load/consumed power in % to be consider for this requirement</p>	<p>Rated load.</p> <p>Pl refer corrigendum</p>
14	5.1.3.2	72	For some racks, the power requirement may go up to 12 KVA per rack, requiring corresponding cooling, tile strength etc.	Query from bidder - Kindly confirm that extra racks can be provisioned to meet the need of 12KVA per rack because as per standards maximum 6-8KVA per rack can be provisioned.	Pl refer corrigendum
15	5.1.3.3	72	For the remaining racks, the power requirement is estimated to be 6-8 KVA per rack		Pl refer corrigendum

16	5.1.3.5	73	Power cabling shall be provisioned by the successful bidder in each rack. Power cabling for each rack requires dual 3-phase tap-off boxes with IEC60309 female sockets, MCB, and power meter.	Query from bidder -Please quantify Power and LAN cabling required	Pl refer corrigendum
17	5.1.3.6	73	Specifications of IPDU - Horizontal standard 1-Urack mount power distribution unit	Query from bidder -We request to make the IPDU as vertical instead of horizontal as required no. of sockets are possible in vertical IPDU	No change.
18	5.1.4.1	73	The successful bidder shall provide passive LAN cabling (Optical and Ethernet) among the racks. The cabling assumes required number of 25m cables terminated at both ends with connectors at patch panel. The number of copper ports, fibre ports and patch cords are estimated to be around 100 and 125, respectively. Successful bidder shall provide detailed cabling plan prior to deployment.		Pl refer corrigendum
19	5.1.4.2	73	The successful bidder shall be responsible for the extension of links from Server to the Communication rooms, without any additional cost to UIDAI.	Query from bidder -Please specify how many such links need to be extended from ISP mux to communication rack.	Pl refer corrigendum
20	5.1.4.3	73	During the course of the contract, UIDAI may subscribe a leased line link from any service provider. Successful bidder shall be required to extend the same from the Communication Room to the Rack area within 30 days from date of requirement given by UIDAI, without any additional cost.	Query from bidder -Please suggest how many such new links can be procured by UIDAI during the course of the contract.	Minimum 4, other than the 2 which are part of the RFP.
21	5.1.6.5	75	There should be CCTV monitoring for surveillance of Building entrance, exits and other critical areas where UIDAI's components are placed. Activities to be recorded and the archival should be kept for three month or more (as per specific request from UIDAI).	Query from bidder -Activities to be recorded and the archival should be kept for three month or more (as per specific request from UIDAI).- Please cap period for archival Query from bidder -Max 3 months CCTV recording will be provided as per IDC Policy.	Pl refer corrigendum
22	5.1.8.3	76	A temporary store room may be provided by the successful bidder on demand	Query from bidder - Please mention the size and tentative period of temporary store room	Pl refer corrigendum

26	5.2.2 (11)	82	Service Tickets: The successful bidder Support Staff to resolve and close the reported concern / request during the respective month	<p>Query from bidder -The resolution time asked is 2 Hrs. Please clarify that the reported concerns are to be treated as new service request only and not to be used for incidents.</p> <p>Query from bidder -Kindly change Resolution time is 4 hrs instead of 2 hrs.</p>	<p>Yes, the reported concerns are to be treated as new service request only and not to be used for incidents</p> <p>No change.</p>
27	5.2.2 (12)	82	IncidentReporting: 100% incidents to be reported within 30 minutes of occurrence.	<p>Query from bidder -</p> <p>We request you to please increase this time to 1 hr.</p>	No change
28	5.3 (2)	83	Availability of DC space Space, power and bandwidth is made available by successful bidder T0 + 4 weeks	<p>Query from bidder - Caging at DC requires time since designs need to be approved; installation to be inspected and approved by customer. Hence request to extend availability of DC space from 4 weeks to 6 weeks.</p> <p>Query from bidder - Delivery timelines may be increased to 6-8 weeks instead of 4 weeks as caging/ drawing approvals and related activities need more time rather than a cageless DC environment</p> <p>Query from bidder -We request to please extend the Delivery period to 6-8 weeks</p> <p>Query from bidder -Requesting to change DC service provisioning timelines as per below Phase I – DC Services Provisioning Space, power and bandwidth is made available by successful bidder T0+ 8 Weeks Availability of Racks, LAN, Power in Racks,P2P communication link T0 + 10 Weeks Acceptance of DC by UIDAI- Within 8 weeks after Availability of DC Space, bandwidth, power, racks, LAN components, etc</p>	Pl refer corrigendum

29	5.3 (3)	83	Availability of Racks, LAN, Power in Racks,P2P communication link Installation/ Commissioning of the requisite Infrastructure components in Racks. T0+ 5 Weeks		Pl refer corrigendum
30	6.5.3.1	98	The tentative secured Office area is 100 sqft, comprising 2 seats with corresponding Tables/Chairs. The area shall have air conditioning and space to place fire safe cabinet (370 Litre).	<p>Query from bidder -Kindly confirm the fire safe cabinet to be positioned by UIDAI and is not the scope of the bidder.</p> <p>Query from bidder -Kindly share the fire safe cabinet size in Width, Length and Height</p> <p>Query from bidder -Can we provision for the fire safe cabinet in a separate temperature controlled area instead of in the seating area?</p>	No change
31	5.1.2.3	72	UIDAI may require additional space for up to 10 more racks. The successful bidder should be able to provide the additional space within the same facility, contiguous to the existing rack spaces. This additional cost shall be billed separately on a prorated per rack cost basis when requested. In case successful bidder decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with the UIDAI.	Query from bidder -Additional 10 racks space will be proposed as per UIDAI requirement in same IDC. Kindly consider this.	No change
32	5.2.1.1	77	Delay in Availability of DC space (including Server Room, Communication Room and Office Areas) :- Upto5 days NIL > 5 days & <= 10 days 0.1% of annual DC space cost*> 10 days & <= 30 days 0.5% of annual DC space cost*> 30 days 1% of annual DC spacecost* for every 30 days (or part thereof)	Query from bidder -Delay in Availability of DC space (including Server Room, Communication Room and Office Areas) :- Upto 30 days NIL> 30 days & <= 40 days 0.1% of annual DC space cost*> 40 days & <= 60 days 0.5% of annual DC space cost*> 60 days 1% of annual DC spacecost* for every 60 days (or part thereof)	No change

33	5.2.1.2	77	Delay in Availability of Bandwidth :- Upto 5 days NIL 5 days &≤ 10 days 0.1% of annual DC space cost* > 10 days &≤ 30 days 0.5% of annual DC space cost* > 30 days 1% of annual DC spacecost* for every 30 days (or part thereof)	Query from bidder -Delay in Availability of Bandwidth :- Upto 30 days NIL > 30 days &≤ 40 days 0.1% of annual DC space cost* > 40 days &≤ 60 days 0.5% of annual DC space cost* > 60 days 1% of annual DC space-cost* for every 60 days (or part thereof)	No change
34	5.2.1.3	77	Delay In successful Acceptance test :- ≤15 days NIL For every day after 15 days 0.1% of annual DC space cost*	Query from bidder - Delay In successful Acceptance test :- ≤45 days NIL For every day after 45 days 0.1% of annual DC space cost*	No change
35	5.2.2	78	Power Consumption Target :- Liquidated Damages ≥99.982% NIL ≥ 99.972% to < 99.982% 5% of the monthly portion ≥ 99.962% to < 99.972% 7.5% of the monthly portion ≥99.932 to < 99.962% 10% of the monthly portion <99.932% Event of Default. Penalty of 25% of monthly portion	Query from bidder -Target Damages Liquidated Damages ≥99.5% NIL ≥ 99.00% to < 99.5% 5% of the Quarterly portion ≥ 98.50% to < 99.00% 7.5% of the Quarterly portion ≥98.00 to < 98.50% 10% of the Quarterly portion <98.00% Event of Default. Penalty of 25% of Quarterly portion	No change
36	5.1.3.8	73	UIDAI requires a separate dedicated power meter for each rack, to be able to measure the exact power consumed and make the corresponding payment.	Query from bidder - Dedicated Common energy meter will be installed in floor mounted PDU in the UADAI cage. Kindly consider this.	No change.
37	2.3.2 (a)	21	a) The Bidders shall submit an Earnest Money Deposit (EMD) of Rs. 25,00,000/- (Rupees Twenty Five Lakh only) along with copy of tender fee in a sealed envelope. EMD should be in form of bank guarantee and EMD in any other form will not be accepted.	Query from bidder -a) The Bidders shall submit an Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees Five Lakh only) along with copy of tender fee in a sealed envelope. EMD should be in form of Demand Draft (DD) / bank guarantee and EMD in any other form will not be accepted.	No change

38	2.10(1-3)	25	Any change in taxes will be adjusted accordingly in the payment structure.	Query from bidder - Any change in taxes will be borne by the Customer.	No change
39	2.32 (1)	38	Within 15 days of the receipt of notification of award of the contract from the purchaser, the successful Bidder shall furnish the PBG as per format prescribed in Appendix B of clause 6.2	Query from bidder - Within 30 days of the receipt of notification of award of the contract from the purchaser, the successful Bidder shall furnish the PBG as per format prescribed in Appendix B of clause 6.2	No change
40	3.9 (1)	46	1. This contract for “Data Centre Space to Co-Host UIDAI Services” shall be valid for a total period of 7 (Seven) Years from date of acceptance of Notification of award by the successful bidder(s) as per clause 2.30 of section II of RFP. The purchaser may extend the contract upto further 2 years on same terms and conditions of this contract at the sole discretion of the Purchaser. The rate for such extension will be annual recurring cost payable to vendor.	Query from bidder - 1. This contract for “Data Centre Space to Co-Host UIDAI Services” shall be valid for a total period of 7 (Seven) Years from date of acceptance of Notification of award by the successful bidder(s) as per clause 2.30 of section II of RFP. The purchaser may extend the contract upto further 2 years on same terms and conditions of this contract at the mutual agreement. The rate for such extension will be annual recurring cost payable to vendor.	No change.
41	3.12 (3)	47	UIDAI reserves the right to increase the co-location space, power, bandwidth, etc requirements of upto 100% of the requirements mentioned in the RFP . UIDAI may also decrease the quantity/requirements by 50% at its sole discretion. In case of any increase/ decrease in quantities/requirements of any service/component, unit rate for service/component indicated in the contract will be applicable.	Query from bidder - UIDAI reserves the right to increase the co-location space, power, bandwidth, etc requirements of upto 100% of the requirements mentioned in the RFP . UIDAI may also decrease the quantity/requirements by 50% with mutually agreed commercials. In case of any increase/ decrease in quantities/requirements of any service/component, unit rate for service/component indicated in the contract will be applicable. Any extra cost for increase in requirement will pass through the UIDAI.	No change.
42	3.17 (3)	49	The overall liquidated damages will be maximum of 10% of the Contract value of the respective DC where LD is applicable.	Query from bidder - The overall liquidated damages will be maximum of 5% of the Contract value of the respective DC where LD is applicable.	No change

43	3.18 (1)	49	Purchaser shall provide notice of thirty (30) days to meet the services	Query from bidder - Purchaser shall provide notice of ninety (60) days to meet the services	No change
44	3.21 (1)	51	The Purchaser may by written notice sent to the Vendor, terminate theContract, in whole or in part at any time of its convenience by giving a prior written notice of 90 days. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. However, there will not be any termination by convenience for first one year after signing of the contract.	Query from bidder - The Purchaser may by written notice sent to the Vendor, terminate theContract, in whole or in part at any time of its convenience by giving a prior written notice of 180 days . The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. However, there will not be any termination by convenience for first one year after signing of the contract.	No change
45	6.5.2	97	The Communication Room tentatively of 80 sqft shall provide a clear dedicated space for 2 racks, with the entire area caged via biometric access.	Query from bidder - Is Dedicated caging required for 2 racks? If yes? Can we propose for these racks in server hall area?	Pl refer corrigendum
46	4.2.2 (3)	70	Power CostA separate power meter to be provided by successful bidder and power will be payable on actual usage (IT load) basis.	Query from bidder - We have branch circuit monitoring in our data-center which eliminates the need for a separate power meter for each deployment/client. Will it suffice if we share data from our BMS?	No change.
47	4.2.2 (2)	70	One time costUIDAI will pay total Rs 40,00,000/- (Rs Forty Lakhs Only) as one time cost for operationalization of DC. This includes cost for caging of area only for server room, Racks, IPDU, LAN cabling (Copper & Fiber cabling etc.), power cabling and power points upto racks, Biometric/Security/ Access control system for caging at DC space, Communication room and seating space, electricity charges till acceptance of site, any other miscellaneous cost, etc.	Query from bidder - Does this mentioned OTC include taxes as well or taxes need to be factored additionally on actuals?	Taxes excluded Pl refer corrigendum

48	3.35	55	Delivery and Risk Purchase	Query from bidder -Business team to confirm acceptability of entire clause if there is no adverse effect on business since entire clause is operations on scope undertaken.	No change
49	3.29	54	Deductions : Payments shall be subject to deductions of any amount, for which the Vendor is liable under the agreement against this Bid.	Query from bidder - No deduction acceptable except TDS or as may be expressly provided by particular statute.	No change
50	3.37 (1)	56	General Indemnity	Query from bidder -We request UIDAI to make the following changes : 'all losses' - It must be 'immediate direct loss or damage' only. No indirect loss or damage or claims of any kind shall be acceptable. Damage to tangible personal property' - word to be defined for clarity purposes. It must be the one which is subject matter of the contract only and not otherwise. However, liability towards such tangible property shall be limited maximum up to the extent of cost of such tangible property which is subject matter of contract 'negligence' must be ' gross negligence', 'breach of terms of this Agreement' - No. Unable to accept it as for breach of this Agreement open indemnity not acceptable. Please note.NOTE: a) In no circumstances, shall, all liability under GENERAL INDEMNITY, exceed the total value of the contract. b) Empanelled Agency shall neither be responsible nor be liable for any kind of data loss in the contract.	No change

51	3.37 .3 (iv)	58	Conditions for Indemnity	<p>Query from bidder -Second half portion of this clause as copied below is under concern. Please check if acceptance of the same impact otherwise to business-commercials."If the vendor does not assume control of the defence of such claims (as mentioned above), the entire defence, negotiation or settlement of such claim by the Purchaser shall be deemed to have been consented to by, and shall be binding upon, vendor as fully as though the vendor alone had assumed the defence thereof and a judgement had been entered into by the vendor, for such claim in respect of the settlement or judgement."</p>	No change
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52	3.37.5 (1)	58-59	Limitation of Liability	<p>Query from bidder -Below points not clear in the given clause and hence to be included:i) With respect to the UIDAI receiving Services, neither successful bidder nor any of its Directors, officers, employees or agents shall be liable for any damage or destruction of UIDAI Equipment, tangible material or software or data belonging to, leased or otherwise under the control of the UIDAI resulting from any cause whatsoever other than gross negligence or willful misconduct of successful bidder The extent of liability as a cause of the gross negligence or willful misconduct of successful bidder shall be solely limited to the then replacement cost of the UIDAI Equipment excluding lost data, software or firmware.ii) The liability of successful bidder for damages arising out of the furnishing of Services including but not limited to use of Services or arising out of failure to furnish Services, representations, errors or other defects, whether caused by acts of omission or commission, shall be limited to the extension of credit allowances due under the applicable Service Level Guarantee. The extension of such credit allowances or refunds shall be the sole remedy for the Customer and the sole liability of successful bidder</p>	No change
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