

Response to Bidders query in respect of RFP No.T-11014/09/2017-Tech.

Sr. No.	Section No.	Clause No.	Page number in clause	Existing provision in the Clause	Clarification Sought	Response
1	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.
2	2.18 Conditions for Pre-Qualification of Bidders	6. Bidder Experience in India	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 7 years ending on last date of previous month of closing date of bid submission, of at least :- a) One project costing not less than the amount equal to Rs 21 Cr; Or b) Two projects each costing not less than the amount equal to Rs 16 Cr; Or c) Three projects each costing not less than the amount equal to Rs 11 Cr	This 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. { Bidder/OEM 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//Private Enterprise in last 7 years ending on last date of previous month of closing date of bid submission, of at least :- a) One project costing not less than the amount equal to Rs 21 Cr; Or b) Two projects each costing not less than the amount equal to Rs 16 Cr; Or c) Three projects each costing not less than the amount equal to Rs 11 Cr } or {Bidder shall have proven experience of execution and completion of "supply, installation, commissioning and maintenance of IT infrastructure/software and services i.e. Server, Storage , Network, Software, FMS/AMC" in Central Govt./ State Govt./ PSUs / Autonomous Bodies/Private Enterprise in last 7 years ending on last date of previous month of closing date of bid submission, a) One project costing not less than the amount equal to Rs 21 Cr ; Or b) Two projects <u>having cumulative order value of equal or more than 32 Cr</u> ; Or c) Three projects <u>having cumulative order value of equal or more than 33 Cr.</u> } <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>	No change
3	3.11 Payment schedule	3.11.1 Hardware	56	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.	As PBG is already been provisioned we request you to amend the clause { 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 }	No change
4	3.27 Back-up Support		64	Vendor shall furnish details of the back-up engineering and systems support that will be available to the Purchaser. Vendor shall provide the necessary back up support to maintain the desired SLAs.	Please elaborate requirements related to Back-up engineering and systems support.	Backup Engineering and system support may includes onsite staff support, firmware upgradation support, premium support, Accidental Damage Protection etc as provided by OEM
5	5.2.1	Bill of Material	92		In Phase 2, new DC are coming for which new hardware is procured. Request you to also look at Red Hat operating systems for the same.	RHEL License already provisioned and is out of the scope of this RFP

6	2.18 Conditions for Pre-Qualification of Bidders	6. 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 and storage only" in Central Govt. / State Govt./ PSUs/ Autonomous Bodies in last 7 years	We request you to kindly consider experience in Enterprise segment also along with Govt. and PSU	No change
7	4.1.4 Delivery Schedule (Annexure 4.1.4)	10. Initial bundled warranty /AMC	78	Till T+3 year [T is date of acceptance (User Acceptance test)]	Since there are many unavoidable circumstance which may cause uncertainty in the timelines for Acceptance, we request you to kindly define the upper limit on inbuilt warranty. Kindly make it 42 months from the date of delivery or 36 months from installation whichever is earlier.	No change
8	4.1.6 Manufacturer's Authorization Form	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.	Since already 7 Year support is asked ,We request to kindly change it to 6 months from the date of its acceptance by UIDAI.	Refer corrigendum
9	6.8.1 Rack Server 1 and 2	19. Network	130	Quad Port 10 Gbps Ethernet (2+2)	We request you kindly clarify type of Port required . Fiber with SFP or Copper	Port is 10G Fibre with SFP
10	6.8 Appendix H	6.8.1 Rack Server 1 & 2	128	The OEM of proposed servers must be in the Leaders Quadrant of last published Gartner Magic Quadrant for Modular Servers	Rack Server have never been considered as Modular Servers and Gartner has retired their Magic Quadrant for Modular Servers which ended on 22nd May 2017 hence its requested to kindly remove Gartner clause. Instead of Gartner Magic Quadrant, IDC WW Top 5 Report can be added as a qualification criteria. If Gartner magic quadrant has to be concerned, please include clause" OEM should be in leaders quadrant in any of the last two reports for modular servers ". This will help ensure participation from top and credible OEM's.	No change
11	2.18 Conditions for Pre-Qualification of Bidders	7. OEM Support Centre	37	The proposed OEMs should have support center in India with minimum of 100 technical resources on its payroll in India. It should have atleast one support centre each in Delhi/NCR and Bengaluru.	Lenovo has business model of providing support through Authorized Business Partners hence we request you to kindly change it as below: The proposed OEM or OEM's Authorized Business Partner together should have support center in India with minimum of 100 technical resources on its payroll in India. OEM or OEM's Authorized Service Provider should have atleast one support centre each in Delhi/NCR and Bengaluru. Provide an undertaking signed by the HR Head/Authorized Signatory of the OEM with list and address of OEM/ OEM's Authorized Support Centres in India and the count of technical resources on OEM's/ OEM's Authorized Service Partner's payroll.	No change
12	2.18 Conditions for Pre-Qualification of Bidders	8. OEM Registration	37	OEMs proposed should be registered and operational in India since last 5 years ending on last date of previous month of closing date of bid submission	Lenovo has reorganized its data center business by creating a new entity structure, which will enable us to function with greater flexibility and agility, as well as focus our investments and resources more sharply against the rapidly changing requirements of our data center customers to drive future growth. This process was completed by December 31, 2016 in most countries around the world. Lenovo India is registered since Year 2005 in India and Datacenter business was part of Lenovo India till 31st December 2016 and from 1st January 2017 its transferred to new Entity M/s. Lenovo Global Technology (India) Pvt. Ltd. under Lenovo's worldwide business reorganizing initiative. Hence we request you to kindly change to "OEMs proposed business should be registered and operational in India since last 5 years ending on last date of previous month of closing date of bid submission".	No change
13	5.3 Schedule of requirements	Clause No. 7	94	Any equipment supplied to UIDAI shall not be declared end of sale for a minimum of 24 months.	Its requested to please change to read as below: "Any equipment supplied to UIDAI shall not be declared end of sale for a minimum of 6 months. "	Refer corrigendum

14	6.5 Appendix E – Undertaking from OEM	Clause No. 3	118	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.	Its requested to kindly modify this clause as below: I/We hereby confirm that the “Products”/Equipment being supplied to UIDAI will not be declared end of sale for a minimum of 6 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.	Refer corrigendum
15	4.1.6 Manufacturer's Authorization Form	Para 1	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.	Its requested to kindly modify this clause as below: "I/We confirm the Products listed herein will not be announced End-of-Sale for a minimum of 6 months from the date of its acceptance by UIDAI."	Refer corrigendum
16	2.18 Conditions for Pre-Qualification of Bidders	6. Bidder Experience in India	35-36	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 7 years ending on last date of previous month of closing date of bid submission, of at least :- a) One project costing not less than the amount equal to Rs 21 Cr; Or b) Two projects each costing not less than the amount equal to Rs 16 Cr; Or c) Three projects each costing not less than the amount equal to Rs 11 Cr	Bidder/OEM 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 7 years ending on last date of previous month of closing date of bid submission, of at least :- a) One project costing not less than the amount equal to Rs 15 Cr; Or b) Two projects each costing not less than the amount equal to Rs 8 Cr; Or c) Three projects each costing not less than the amount equal to Rs 5 Cr	No change
17	Section II- Instruction to Bidders	2.18 Conditions for Pre-Qualification of Bidders	34	Bidder shall have an annual turnover of at least INR 78 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 78 Crores in the last 3 financial years (FY 2013-14, 2014-15, 2015-16).	No change
18	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 21 Cr; Or b) Two projects each costing not less than the amount equal to 16 Cr; Or c) Three projects each costing not less than the amount equal to 11 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	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 21 Cr; Or b) Two projects each costing not less than the amount equal to 16 Cr; Or c) Three projects each costing not less than the amount equal to 11 Cr "	No change
19	Section III - General Conditions of Contract	3.11 Payment schedule	56	10% against delivery of all equipment and accessories. 50% against installation and satisfactory commissioning of all Goods/ Services 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. Balance 10% to be disbursed in 8 (eight) equal quarterly instalments after one year of acceptance of system.	We request you to change the payment terms as follows . 40% against delivery of all equipment and accessories. 50% against installation and satisfactory commissioning of all Goods/ Services 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. The bid involves large amount of investment and a smooth and affordable payment schedule will make sure that the project is successful.	No change

20	4 Section IV – Contents of Bids	4.1.4 delivery schedule	78	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
21	4	4.1.6 Pt. 7 5.3 Pt. 7 6.5 Pt. 3	80 ,94 ,118	Products Listed herein will not be announced End of Sale before 24 Months... <i>Equipment supplied to UIDAI should not be declared End of Sale before 24 Months.....</i> <i>Equipment being supplied to UIDAI will not be declared End of Sale for a minimum of 24 Months.....</i>	Due to frequent innovation in IT technology which is also dependent on processor OEM's ,it is not possible to provide the 24 months roadmap. Hence we cannot commit the proposed /supplied products will not be declared 'End of Sale' within 24 months from the date of acceptance by UIDAI. However the supplied product at the time of project execution shall be supported for a period of up to seven (7) years from the date of acceptance by UIDAI. Request deletion of 'End of Sale' clause.	Refer corrigendum
22	6	6.8.1 Pt. 24 ,27 ,28	131	Server Type 2 Max Disk Size - 4 TB Disk size - 2.5" or 3.5" Capacity - Min 96 TB	In Dell Servers 4 TB drives are only available in 3.5" disk size. Our server chassis can accommodate maximum of 16 nos of (3.5", 4 TB) drives adding up to 64 TB only. <u>Our product does not qualify on the minimum capacity of providing 96TB</u> for Type 2 servers. Request to relax Max Disk capacity from 4 TB to 6 TB/8 TB	Refer corrigendum
23	6	6.8.1 Pt. 28	131	Server Type 1 Max Disk size	Please note that 1.4 TB SAS 2.5" Disks are not available in the industry while 1.2 TB or 1.8 TB disks are readily available with all OEMs. Request to change the same to 1.8 TB SAS 10K 2.5" drives.	Refer corrigendum
24	Section III- General Co nditions of Contract	3.11	56 of 139	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 syste.	We request you to amend the payment terms as below and oblige i) 50% against delivery of all equipments and accessories within 30 days of submission of invoices by Vendor. ii) 20% against installation and satisfactory commissioning of all Goods/ Services or within 30 days of delivery in case delays not attributable to the bidder. iii) 20% after 15 days of submission of ATRR or within 45 days of delivery in case of delays not attributable to bidder. iv) Balance 10% against 10% PBG valid for warranty period. This is very capital intensive project. Bidder will have to pay the OEM / Distributor within 60-90 days of Delivery.	No change
25	Section II- Instruction to Bidders	2.18	34 of 139	Bidder shall have an average annual turnover of at least INR 78 Crores in last 3 financial years (FY 2014-15, 2015-16, 2016-17) from supply installation, commissioning and maintenance of IT hardware.	We request you to amend the terms as below and oblige Bidder shall have an annual turnover of more than INR 75 Crores once in last 3 financial years (FY 2014-15, 2015-16, 2016-17) from supply installation, commissioning and maintenance of IT hardware.	No change
26	Section II- Instruction to Bidders	2.18	36 of 139	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 21 Cr; Or b) Two projects each costing not less than the amount equal to 16 Cr; Or c) Three projects each costing not less than the amount equal to 11 Cr	We request you to amend the terms as below and oblige Bidder/ OEM 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/ Private Enterprises 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 21 Cr; Or b) Two projects each costing not less than the amount equal to 16 Cr; Or c) Three projects each costing not less than the amount equal to 11 Cr Request you to accept credentials of the Bidder or OEM for meeting the criteria since credentials required are very high. This is presently being followed by all Central PSU for their large requirements.	No change
27	Section IV – Contents Of Bids	4.1.4	78 of 139	Initial bundled warranty/AMC Till T+3 year [T is date of acceptance) (User Acceptance test)]	We request you to amend the terms as below and oblige. Pls fix the warranty start date from Delivery date. Initial bundled warranty/AMC is 42 Months from date of Delivery. Warranty comes from the OEM bundled with Equipment. The OEM have standard 36 Months from installation or 37 Months from date of delivery whichever is earlier.	No change

28	2.18	6	35	<p>Bidder Experience in India</p> <p>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 :-</p> <p>a) One project costing not less than the amount equal to 70 Cr; Or b) Two projects each costing not less than the amount equal to 50 Cr; Or c) Three projects each costing not less than the amount equal to 35 Cr</p> <p>Evidence Required</p> <p>(a) Company's statutory auditor/ Company Secretary/ Company auditor's certificate duly attested by company's authorized signatory, stating – Certificate for experience in "Supply, installation, commissioning and maintenance of IT hardware viz. server and storages only" , mandatory to provide the financial value of the contract/project, financial value of IT hardware viz. server and storages component only in case of integrated projects, date of commencement of project ,date of completion of project scope of work. (b) Copy of PO/WO, Completion Certificate/Client certificate of Completion etc. (c) In case of integrated works having IT hardware and Software, in that case company's statutory auditor/ Company Secretary/</p>	<p>It is requested to reword as:</p> <p>Bidder Experience in India</p> <p>Bidder shall have proven experience of execution and completion of "supply, installation, commissioning and maintenance of IT Projects including hardware, viz. servers and storage only" in Central Govt. / State Govt./ PSUs/ Autonomous Bodies in India/abroad in last 5 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 70 Cr; Or b) Two projects each costing not less than the amount equal to 50 Cr; Or c) Three projects each costing not less than the amount equal to 35 Cr</p> <p>Evidence Required</p> <p>(a) Company's statutory auditor/ Company Secretary/ Company auditor's certificate duly attested by company's authorized signatory, stating – Certificate for experience in "Supply, installation, commissioning and maintenance of IT Projects hardware viz. including server and storages only" , mandatory to provide the financial value of the contract/project, financial value of IT Projects hardware viz. including server and storages component only in case of integrated projects, date of commencement of project ,date of completion of project , scope of work. (b) Copy of PO/WO, Completion Certificate/Client certificate of Completion etc. (c) In case of integrated works having IT hardware and Software, in that case company's statutory auditor/ Company Secretary/ Company auditor shall provide the cost/details of IT hardware components (including servers and storages only) in the WOs/POs being attached, duly attested by company's authorized signatory. (d) For projects under Non-Disclosure Agreement with the client, bidder shall submit the copy of NDA along with statutory auditor/ Company Secretary/ Company auditor's certificate stating company's experience in "Supply, installation,</p>	No change
29	1.3.1	vii	15	<p>Check List of Documents to Be Uploaded in the Pre-Qualification Bid i.e. Packet – 1 (Pre-Qualification Bid, Technical Bid)</p> <p>Bidder Experience in India</p>	<p>It is requested to reword as:</p> <p>Check List of Documents to Be Uploaded in the Pre-Qualification Bid i.e. Packet – 1 (Pre-Qualification Bid, Technical Bid)</p> <p>Bidder experience in India</p>	No change
30	2.28	3	43	<p>UIDAI's Right to Vary Scope of Contract at the time of Award</p> <p>3 The UIDAI shall reserve the right, not to award the Comprehensive AMC to successful bidder/ Vendor after completion of warranty period or any year after that.</p>	<p>It is requested to delete the below clause:</p> <p>UIDAI's Right to Vary Scope of Contract at the time of Award</p> <p>3-The UIDAI shall reserve the right, not to award the Comprehensive AMC to successful bidder/ Vendor after completion of warranty period or any year after that.</p>	No change
31	2.28	3	43	<p>UIDAI's Right to Vary Scope of Contract at the time of Award</p>	<p>It is requested to add the clause:</p> <p>UIDAI's Right to Vary Scope of Contract at the time of Award</p> <p>3. The quality of the Goods/Services can vary from +/- 5% of the individual items as per BoQ</p>	No change
32	3.22	1	61	<p>Termination for Convenience</p> <p>The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of sixty days</p>	<p>Request to delete the clause</p>	No change
33	3.39.4	1	69	<p>Risk Purchase</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.</p>	<p>It is requested to delete the clause</p>	No change
34	3.39.5	2	70	<p>Limitation of Liability</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/ Vendor's Team or any person or firm/ company acting on behalf of the Vendor in executing the work or in carrying out the services.</p>	<p>It is requested to delete the clause</p>	No change

35	5.4.3	1	<p>98 Service Levels - Implementation Phase related Performance Levels Delay in delivery of equipment</p> <table border="1" data-bbox="491 261 974 565"> <tr> <td rowspan="4">Delay in delivery of equipment</td> <td rowspan="4">Measured as the difference between the planned date for delivery and the actual date of delivery.</td> <td>Upto 15 days</td> <td>0.05% of Capex Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof</td> </tr> <tr> <td>> 15 day & <= 30 days</td> <td>0.1% of Capex Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof</td> </tr> <tr> <td>> 30 day & <= 45 days</td> <td>0.2% of Capex Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof</td> </tr> <tr> <td>> 45 days</td> <td>0.5% of Capex Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof</td> </tr> </table>	Delay in delivery of equipment	Measured as the difference between the planned date for delivery and the actual date of delivery.	Upto 15 days	0.05% of Capex Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof	> 15 day & <= 30 days	0.1% of Capex Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof	> 30 day & <= 45 days	0.2% of Capex Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof	> 45 days	0.5% of Capex Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof	<p>It is requested to calculate the penalties on Pending portion for that week and reword as:</p> <table border="1" data-bbox="1056 228 1541 553"> <tr> <td rowspan="4">Delay in delivery of equipment</td> <td rowspan="4">Measured as the difference between the planned date for delivery and the actual date of delivery.</td> <td>Upto 15 days</td> <td>0.05% of Pending Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof</td> </tr> <tr> <td>> 15 day & <= 30 days</td> <td>0.1% of Pending Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof</td> </tr> <tr> <td>> 30 day & <= 45 days</td> <td>0.2% of Pending Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof</td> </tr> <tr> <td>> 45 days</td> <td>0.5% of Pending Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof</td> </tr> </table>	Delay in delivery of equipment	Measured as the difference between the planned date for delivery and the actual date of delivery.	Upto 15 days	0.05% of Pending Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof	> 15 day & <= 30 days	0.1% of Pending Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof	> 30 day & <= 45 days	0.2% of Pending Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof	> 45 days	0.5% of Pending Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof	Wrong query raised. No such clause exist.
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36	5.4.3	2	<p>99 Service Levels - Implementation Phase related Performance Levels Delay in installation and commissioning of equipment</p> <table border="1" data-bbox="518 664 974 930"> <tr> <td rowspan="4">Delay in installation and commissioning of equipment</td> <td rowspan="4">Measured as the difference between the planned date and the actual date</td> <td>Upto 15 days</td> <td>0.05% of Capex Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof</td> </tr> <tr> <td>> 15 day & <= 30 days</td> <td>0.1% of Capex Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof</td> </tr> <tr> <td>> 30 day & <= 45 days</td> <td>0.2% of Capex Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof</td> </tr> <tr> <td>> 45 days</td> <td>0.5% of Capex Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof</td> </tr> </table>	Delay in installation and commissioning of equipment	Measured as the difference between the planned date and the actual date	Upto 15 days	0.05% of Capex Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof	> 15 day & <= 30 days	0.1% of Capex Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof	> 30 day & <= 45 days	0.2% of Capex Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof	> 45 days	0.5% of Capex Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof	<p>It is requested to calculate the penalties on Pending portion for that week and reword as:</p> <table border="1" data-bbox="1056 626 1646 976"> <tr> <td rowspan="4">Delay in installation and commissioning of equipment</td> <td rowspan="4">Measured as the difference between the planned date and the actual date</td> <td>Upto 15 days</td> <td>0.05% of Pending Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof</td> </tr> <tr> <td>> 15 day & <= 30 days</td> <td>0.1% of Pending Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof</td> </tr> <tr> <td>> 30 day & <= 45 days</td> <td>0.2% of Pending Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof</td> </tr> <tr> <td>> 45 days</td> <td>0.5% of Pending Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof</td> </tr> </table>	Delay in installation and commissioning of equipment	Measured as the difference between the planned date and the actual date	Upto 15 days	0.05% of Pending Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof	> 15 day & <= 30 days	0.1% of Pending Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof	> 30 day & <= 45 days	0.2% of Pending Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof	> 45 days	0.5% of Pending Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof	Wrong query raised. No such clause exist.
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38	5.4.3	4	<p>100 Service Levels - Implementation Phase related Performance Levels Delay In successful User Acceptance test</p> <table border="1" data-bbox="485 326 1024 435"> <tr> <td>Delay In successful User Acceptance test</td> <td>It is cumulative time taken by bidder to rectify the issue discovered in equipment during the acceptance phase</td> <td><=15 days</td> <td>NIL</td> </tr> <tr> <td></td> <td></td> <td>For every day after 15 days</td> <td>0.1% of Capex Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof</td> </tr> </table>	Delay In successful User Acceptance test	It is cumulative time taken by bidder to rectify the issue discovered in equipment during the acceptance phase	<=15 days	NIL			For every day after 15 days	0.1% of Capex Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof	<p>It is requested to calculate the penalties on Pending portion for that week and reword as: Delay In successful User Acceptance test</p> <table border="1" data-bbox="1041 297 1619 410"> <tr> <td>Delay In successful User Acceptance test</td> <td>It is cumulative time taken by bidder to rectify the issue discovered in equipment during the acceptance phase</td> <td><=15 days</td> <td>NIL</td> </tr> <tr> <td></td> <td></td> <td>For every day after 15 days</td> <td>0.1% of Pending Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof</td> </tr> </table>	Delay In successful User Acceptance test	It is cumulative time taken by bidder to rectify the issue discovered in equipment during the acceptance phase	<=15 days	NIL			For every day after 15 days	0.1% of Pending Cost as mentioned in NOA/purchase order (of applicable phase) of respective delayed equipment (Server/Chassis) per week or part thereof	<p>SLA will be applicable after 15 on a weekly basis. No change</p>																		
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39	5.4.3	Note	<p>101 Penalty on Liquidated Damages</p> <table border="1" data-bbox="499 521 1024 662"> <tr> <td>Liquidated Damages of the relevant slabs will be applicable depending on the total number of days for delay in services. Example for LD calculation:</td> <td>In case of 20 days delay in delivery of equipment, LD for second slab of Serial number 1 above will be applicable. In this case LD will be 0.1 % of Capex Cost of the respective delayed (Server/ Chassis) equipment x 3 (for 3 weeks) i.e. 0.3 % of Capex Cost of the respective delayed (Server/ Chassis) equipment.</td> </tr> <tr> <td>Service levels - Issue Resolution</td> <td>If the successful bidder fails to meet one or more of the Service Levels within the Target time limit(s) as specified, the Purchaser shall without prejudice to its other remedies under the Contract, deduct the amount from the Contract value, as liquidated damages. Support for the OEM components during warranty and AMC shall be provided 24x7 basis including public holidays.</td> </tr> </table>	Liquidated Damages of the relevant slabs will be applicable depending on the total number of days for delay in services. Example for LD calculation:	In case of 20 days delay in delivery of equipment, LD for second slab of Serial number 1 above will be applicable. In this case LD will be 0.1 % of Capex Cost of the respective delayed (Server/ Chassis) equipment x 3 (for 3 weeks) i.e. 0.3 % of Capex Cost of the respective delayed (Server/ Chassis) equipment.	Service levels - Issue Resolution	If the successful bidder fails to meet one or more of the Service Levels within the Target time limit(s) as specified, the Purchaser shall without prejudice to its other remedies under the Contract, deduct the amount from the Contract value, as liquidated damages. Support for the OEM components during warranty and AMC shall be provided 24x7 basis including public holidays.	<p>It is requested to calculate the LD on Pending portion for that week and reword as:</p> <table border="1" data-bbox="1031 573 1623 654"> <tr> <td>Liquidated Damages of the relevant slabs will be applicable depending on the total number of days for delay in services. Example for LD calculation:</td> <td>In case of 20 days delay in delivery of equipment, LD for second slab of Serial number 1 above will be applicable. In this case LD will be 0.1 % of Pending Cost of the respective delayed (Server/ Chassis) equipment x 3 (for 3 weeks) i.e. 0.3 % of Pending Cost of the respective delayed (Server/ Chassis)</td> </tr> </table>	Liquidated Damages of the relevant slabs will be applicable depending on the total number of days for delay in services. Example for LD calculation:	In case of 20 days delay in delivery of equipment, LD for second slab of Serial number 1 above will be applicable. In this case LD will be 0.1 % of Pending Cost of the respective delayed (Server/ Chassis) equipment x 3 (for 3 weeks) i.e. 0.3 % of Pending Cost of the respective delayed (Server/ Chassis)	<p>Wrong query raised. Calculation is shown on weekly basis</p>																												
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40	5.4.4	5.4.4.1	<p>101-102 SLA applicable during Warranty period</p> <table border="1" data-bbox="499 764 989 954"> <tr> <td>For each server/chassis (a) The vendor shall install Critical security patches and upgrades/updates of Firmware/Microcode/ Software including any configuration activity within the allowed resolution time; and (b) The vendor shall rectify defective hardware components/parts within the allowed resolution time; and (c) Vendor shall replace defective hardware components/parts within the allowed resolution time.</td> <td>Within 24 Hours after Service call is registered with Vendor</td> <td>0.1% of Capex cost (as mentioned in NOA/purchase order) of the respective defective server/chassis, for every 12 hours or part thereof, beyond the stated resolution time.</td> </tr> <tr> <td>Each server/chassis shall be made available at all the time during the contract period except in cases where server/chassis is completely broken down due to any reason whatsoever. 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41	5.4.4	5.4.4.3	<p>104 5.4.4.3 Other SLAs applicable during the complete contract period</p> <table border="1" data-bbox="499 1073 1010 1279"> <tr> <td rowspan="5">Uptime (Cumulatively calculated on Quarterly basis for all items ie all servers and chassis)</td> <td>>= 99.9%</td> <td>NIL</td> </tr> <tr> <td>>=99.7% to 99.9%</td> <td>0.5% of total capex Cost*</td> </tr> <tr> <td>>=99.5 to 99.7%</td> <td>1.0% of total capex Cost*</td> </tr> <tr> <td>>=99.3% to 99.5%</td> <td>1.5 % of total capex Cost*</td> </tr> <tr> <td>>=99.0% to 99.3%</td> <td>2.0 % of total capex Cost*</td> </tr> <tr> <td>< 99.0%</td> <td colspan="2">5% of total capex Cost or UIDAI may terminate the contract</td> </tr> <tr> <td>Replacement of faulty server/chassis</td> <td colspan="2">In case any server/chassis breaks down completely due to any reason whatsoever, during warranty period and/or the AMC period, consecutively in 3 months or where the LD amount on account of SLA has crossed 15% of the Capex Cost of the said server/chassis, then the said server/chassis will be replaced by the vendor without any additional cost to UIDAI within 30 days, from the date of last failure as intimated by UIDAI to vendor</td> </tr> </table>	Uptime (Cumulatively calculated on Quarterly basis for all items ie all servers and chassis)	>= 99.9%	NIL	>=99.7% to 99.9%	0.5% of total capex Cost*	>=99.5 to 99.7%	1.0% of total capex Cost*	>=99.3% to 99.5%	1.5 % of total capex Cost*	>=99.0% to 99.3%	2.0 % of total capex Cost*	< 99.0%	5% of total capex Cost or UIDAI may terminate the contract		Replacement of faulty server/chassis	In case any server/chassis breaks down completely due to any reason whatsoever, during warranty period and/or the AMC period, consecutively in 3 months or where the LD amount on account of SLA has crossed 15% of the Capex Cost of the said server/chassis, then the said server/chassis will be replaced by the vendor without any additional cost to UIDAI within 30 days, from the date of last failure as intimated by UIDAI to vendor		<p>It is requested to reword as: 5.4.4.3 Other SLAs applicable during the complete contract period</p> <table border="1" data-bbox="1094 1060 1619 1341"> <tr> <td rowspan="5">Uptime (Cumulatively calculated on Quarterly basis for all items ie all servers and chassis)</td> <td>>= 99.9%</td> <td>NIL</td> </tr> <tr> <td>>=99.7% to 99.9%</td> <td>0.5% of total AMC Cost*</td> </tr> <tr> <td>>=99.5 to 99.7%</td> <td>1.0% of total AMC Cost*</td> </tr> <tr> <td>>=99.3% to 99.5%</td> <td>1.5 % of total AMC Cost*</td> </tr> <tr> <td>>=99.0% to 99.3%</td> <td>2.0 % of total AMC Cost*</td> </tr> <tr> <td>< 99.0%</td> <td colspan="2">5% of total AMC Cost or UIDAI may terminate the contract</td> </tr> <tr> <td>Replacement of faulty server/chassis</td> <td colspan="2">In case any server/chassis breaks down completely due to any reason whatsoever, during warranty period and/or the AMC period, consecutively in 3 months or where the LD amount on account of SLA has crossed 15% of the Capex Cost of the said server/chassis, then the said server/chassis will be replaced by the vendor without any additional cost to UIDAI within 30 days, from the date of last failure as intimated by UIDAI to vendor</td> </tr> </table>	Uptime (Cumulatively calculated on Quarterly basis for all items ie all servers and chassis)	>= 99.9%	NIL	>=99.7% to 99.9%	0.5% of total AMC Cost*	>=99.5 to 99.7%	1.0% of total AMC Cost*	>=99.3% to 99.5%	1.5 % of total AMC Cost*	>=99.0% to 99.3%	2.0 % of total AMC Cost*	< 99.0%	5% of total AMC Cost or UIDAI may terminate the contract		Replacement of faulty server/chassis	In case any server/chassis breaks down completely due to any reason whatsoever, during warranty period and/or the AMC period, consecutively in 3 months or where the LD amount on account of SLA has crossed 15% of the Capex Cost of the said server/chassis, then the said server/chassis will be replaced by the vendor without any additional cost to UIDAI within 30 days, from the date of last failure as intimated by UIDAI to vendor		<p>Wrong query raised. No such clause exist.</p>
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