

Response dated 25.11.2011 of UIDAI to the Pre Bid Queries raised by the Prospective Bidders - Tender No. T-11011/56/2011-Tech dated 17.11.2011

S.No	Section	Clause	Annex	Description (Existing provision in the clause)	Clarification sought	Response of UIDAI
Section I						
1	Checklist	1 (iii)	Nil	Authorisation to Sole partner	Since most of the SI's/ bidders work with all OEM's, request you to relax it to accomodate more than one bid from each OEM.	The Clause remains unchanged
2	Checklist	1 (iv)	Nil	The Bidder should be a profit making company in the last three financial years ended on 31.03.2010.		The Clause should be read as "The Bidder should be a profit making company in each of the last three financial years ended on 31.03.2011 ."
Section II						
1	Section II	9.2	Nil	However should there be a change in the applicable taxes,UIDAI reserves the right to negotiate with the selected bidder	Any change in tax structure or Statutory amendment subsequent to submission resulted into any change in taxes ,duties shall be borne by customer	Please refer to the reply against query at S. No. 18 under Section III.
1A	Section II	20.1 (iii)		The bidder should be either the OEM manufacturing the servers and/or the sole authorized agent/distributor of such OEM and should produce documentary evidence...	It will be difficult to obtain Sole authorized agent/ distributorship enabling us to bid for this specific Tender. Hence request not to put constraint on being sole agent of the OEMs	The Clause remains unchanged
2	Section II	20.1.iv	Nil	The Bidder should be a profit making company in the last three financial years ended on 31.03.2011.	PSU's may please be exempted for this clause.	The request for exemption is not accepted. Further, the Clause should be read as "The Bidder should be a profit making company in each of the last three financial years ended on 31.03.2011."
2A	Section II	20.1 (iv)		The Bidder should be profit making company in the last three financial years ended on 31.03.11	The Bidder should be profit making company in atleast one of the last 3 financial year and should positive networth in each of the last three financial years ended on 31.03.11. Would request you to dilute this clause, please.	Please refer to the reply against query at S. No. 2.
3	Section II	20.1.v	Nil	The bidder should have minimum annual turnover of Rs 100, 00, 00,000 (One Hundred crores) from sales of Servers, Storage, Networking Equipment	Please amend the clause as follows: The bidder should have minimum average annual turnover of Rs 100, 00, 00,000 (OneHundred crores) from sales of Server, Storage, Networkng equipments and IT system Integration services in each of the last three financial years ended on 31.03.2011.....	The existing clause does not state "minimum average annual turnover of Rs 100, 00, 00,000 (One Hundred crores) " instead it is " minimum annual turnover of Rs 100, 00, 00,000 (One Hundred crores)". The Clause remains unchanged
3A	Section II	20.1 (v)		The Bidder should have Minimum annual turnover of 100,00,00,000/- from sales of servers, storage equipment, Networking Equipment during each of the last three financial year...	Will CA certificate mentioning turnover from System integration and networking activities suffice against this eligibility clause? Pls confirm.	The Clause is self explanatory
4	Section II	20.1.vi	Nil	The bidder must have executed atleast two (2) Purchase orders/Contract in India involving Supply, installation and commissioning of servers, storage systems, Networking equipment in the last three financial years ended on 31.3.2011. Each such order /Contract should interalia include the value of at least Rs. 10,00,00,000- (Rupees Ten Crores) from	Please amend the clause as follows: The bidder must have executed atleast two (2) Purchase orders/Contract in India involving Supply, installation and commissioning of servers, storage systems, Networking equipment and IT security system OR a combination of any of the above in the last five financial years . Each such order /Contract should interalia include the value of at least Rs. 10,00,00,000- (Rupees Ten Crores) from supply, Installation and commissioning of servers, storage systems, Networking equipment and IT security systems OR a combination of any of the above	The Clause remains unchanged
4A	Section II	20.1. (vi)		The bidder must have executed at least two (2) purchase orders/contracts in India involving supply, installation and commissioning of servers, storage Equipment and networking equipment (routers, Switches, Firewall and SAN Switch) in last three financial years ended on 31.03.11.....	Request amendment of clause as " The bidder must have executed at least two (2) purchase orders/contracts in India, each of value Rs. 10,00,00,000/- that include supply, installation and commissioning of servers, storage Equipment and networking equipment (routers, Switches, Firewall and SAN Switch) in last three financial years ended on 31.03.11. For each of such Orders/Contracts, the bidder should submit the following: ...	The Clause remains unchanged

Response dated 25.11.2011 of UIDAI to the Pre Bid Queries raised by the Prospective Bidders - Tender No. T-11011/56/2011-Tech dated 17.11.2011

S.No	Section	Clause	Annex	Description (Existing provision in the clause)	Clarification sought	Response of UIDAI
Section III						
1	Section III	7.8		Not mentioned. Clause to be added as 7.9./Deemed Acceptance	All Products/ services rendered hereunder shall be deemed accepted, if Customer does not provide a written notice of any rejection/confirmation of acceptance or when Customer uses the Product/deliverable in its business, whichever occurs earlier. In the event of any rejected product/service, Bidder shall be given a 30 day period to correct the same. Equipment means standalone equipment which can be tested with its specifications and power on.	Not accepted
2	Section III	7.11	Nil	Should Acceptance Tests still not be concluded to the satisfaction of the Purchaser after the expiration of two hundred and twenty (220) days from the arrival of each equipment, 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.....	We request the clause to be amended, the amended clause as follows: Should Acceptance Tests still not be concluded to the satisfaction of the Purchaser (excluding Force Majeure conditions prevailing during the contract period) after the expiration of two hundred and twenty (220) days from the arrival of each equipment, 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.....	The Clause remains unchanged
3	Section III	15.1	Nil	Change Orders 15.1 The Purchaser may at any time, by a written order given to the Vendor pursuant to Clause 28, make changes within the general scope of the Contract in any one or more of the following:	The clause is one-sided as the Purchaser may at any time, by a written order given to the Vendor make changes within the general scope of the Contract. Therefore, we request the clause to be amended, the amended clause as follows: 15.1 The Purchaser may at any time, with mutual consent of the Vendor pursuant to Clause 28, make changes within the general scope of the Contract in any one or more of the following:	The Clause remains unchanged
4	Section III	17.1	Nil	Assignment 17.1 The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, 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. 17.2 The Purchaser reserves the right to assign any/ all of its rights and obligations under this contract to any of its representatives during any stage of the contract term. 17.3 The Vendor agrees that the Purchaser has the sole right and may on its own volition assign/transfer to the Managed Service Provider (hereinafter referred to as "the MSP") appointed by the Purchaser this contract whereby any/ all rights obligations/duties etc so specified therein shall get transferred to the MSP. The Vendor shall, as and when required by the Purchaser, enter into a tri-partied assignment Agreement with the Purchaser and the MSP. The Vendor shall have no objection to the terms of such assignment/transfer.	We request the clause to be amended, the amended clause as follows: Notwithstanding anything to the contrary contained in the Contract, the Vendor may sub-contract all or part of its rights and obligations hereunder to any other company/ legal entity in its sole discretion without requiring consent from the Purchaser. Nothing herein contained shall affect the Vendor's ability to assign or de-merge or hive off the business that is involved in the performance of the obligations under this Contract, without approval of the other Party, while the demerged / resultant entity / assignee remains under the control of the Vendor (the term control shall be construed as it is defined under definition of "Affiliate"). "Affiliate" means any person or entity that is directly or indirectly controlled by the Vendor. For the purpose of this definition, control shall mean the direct or indirect ownership of 50% (fifty percent) or more of the voting rights of an entity, or the ability to control the management decisions of such entity either by way of voting rights, agreements or other similar arrangements.	The Clause remains unchanged

Response dated 25.11.2011 of UIDAI to the Pre Bid Queries raised by the Prospective Bidders - Tender No. T-11011/56/2011-Tech dated 17.11.2011

S.No	Section	Clause	Annex	Description (Existing provision in the clause)	Clarification sought	Response of UIDAI
5	Section III	20.1	Nil	Subject to Clause 22, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the 0.5 per cent per week (Seven Days) or part thereof of the contract price of the delayed Goods or unperformed Services for each week (Seven Days) or part thereof of delay until actual delivery or performance, up to maximum deduction of 10% of the contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 21.	We request the clause to be amended, the amended clause as follows: Subject to Clause 22, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the 0.5 per cent per week (Seven Days) or part thereof of the contract price of the delayed Goods or unperformed Services for each week (Seven Days) or part thereof of delay until actual delivery or performance, up to maximum deduction of 10% of the contract price of the delayed Goods or unperformed Services . Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 21.	The Clause remains unchanged
6	Section III	20.1		LD 0.5% max by 10%	Penalty to be capped maximum to 5% of undelivered portion. In the event of a default, Bidder needs to be given a reasonable opportunity of 100 days to cure the default, before termination.	The Clause remains unchanged
7	Section III	20.2	Nil	In the event of failure of the Vendor to secure acceptance of equipment by the Purchaser, within two hundred and twenty (220) days after arrival at site, it is agreed that the Purchaser reserves the option to recover from the Vendor as liquidated damages and not by way of penalty for the period after the said two hundred and twenty (220) days, until acceptance a sum equivalent to two percent (2%) of the Contract value for each month of the failure of Vendor upto a maximum deduction of Ten (10) percent, to secure acceptance or part thereof, without prejudice to the Purchaser's other remedies under the Contract.	We request the clause to be deleted as already a clause exist which specify the Liquidated Damages in case the Supplier fails to deliver any or all the Goods or to perform the Services within the time period(s).	The Clause remains unchanged
8	Section III	21.1		21.1 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: (a) If the Vendor fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 19; OR (b) If the Vendor fails to perform any other obligation(s) under the contract.	Request cure period of atleast 30 working days	Accepted

Response dated 25.11.2011 of UIDAI to the Pre Bid Queries raised by the Prospective Bidders - Tender No. T-11011/56/2011-Tech dated 17.11.2011

S.No	Section	Clause	Annex	Description (Existing provision in the clause)	Clarification sought	Response of UIDAI
9	Section III	21.1		<p>21.1 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>(a) If the Vendor fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 19; OR</p> <p>(b) If the Vendor fails to perform any other obligation(s) under the contract.</p>	Request right to terminate in case not paid as per the payment terms	The Clause remains unchanged
10	Section III	21.1	Nil	<p>Termination for Default</p> <p>21.1 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>(a) If the Vendor fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 19; OR</p> <p>(b) If the Vendor fails to perform any other obligation(s) under the contract.</p>	<p>Clause is silent upon the duration of written notice and cure period. Therefore, we request the clause to be amended, the amended clause as follows:</p> <p>Termination for Default</p> <p>21.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by 45 days written notice of default sent to the Vendor and the Vendor fails to cure the default or fails to initiate the rectification process within the notice period, the Purchaser has right to terminate the Contract in whole or in part:</p> <p>(a) If the Vendor fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 19; OR</p> <p>(b) If the Vendor fails to perform any other obligation(s) under the contract.</p>	Please see reply to the query against S. No. 8.
11	Section III	21.2	Nil	<p>21.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 21.1 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. However, the Vendor shall continue performance of the Contract to the extent not terminated.</p>	<p>Clause is silent upon the Definition Of the Excess Cost. Therefore, we request the clause to be amended, the amended clause as follows: In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 21.1 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. The Term "Excess Cost" as referred herein shall mean cost at which alternative arrangements shall be providing the undelivered Goods and/ or Services of equivalent specification to the Purchaser under this project minus the cost on which the Vendor agreed to provide the undelivered Goods and/or Services under this project. 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>	The excess cost means the cost incurred by the Purchaser for such similar goods/ services at the prevalent market price.
12	Section III	22.3	Nil	New proposed clause	If the Force Majeure conditions continues for more than three (3) months, either party has the right to terminate the Contract.	Not accepted
13	Section III	23.1	Nil	<p>Termination for Insolvency</p> <p>The Purchaser may at any time terminate the Contract by giving written notice to the Vendor, without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.</p>	<p>Termination in case of Insolvency shall be conducted as per Insolvency Laws. Therefore, we request the clause to be amended, the amended clause as follows:</p> <p>The Purchaser may at any time terminate the Contract by giving 45 days written notice to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser and the Vendor. The insolvency proceedings shall be conducted as per the Bankruptcy Law.</p>	The notice will indicate the period, not less than 30 days, after which the termination becomes effective.

Response dated 25.11.2011 of UIDAI to the Pre Bid Queries raised by the Prospective Bidders - Tender No. T-11011/56/2011-Tech dated 17.11.2011

S.No	Section	Clause	Annex	Description (Existing provision in the clause)	Clarification sought	Response of UIDAI
14	Section III	24.1	Nil	The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.	Clause is silent upon the duration of written notice. Therefore, we request the clause to be amended, the amended clause as follows: 24.1 The Purchaser may by 120 days written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.	The Clause remains unchanged.
15	Section III	31.1	Nil	31. Price Fall 31.1 The Vendor shall provide "Most Preferred Purchaser" status to the Purchaser. Accordingly, the prices charged for Goods and Services supplied under this contract by the Vendor shall in no event exceed the lowest price at which the Vendor sells the Goods/ Services or offers to sell Goods/ 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.	We request the clause to be amended, the amended clause as follows: 31.1 The Vendor shall provide "Most Preferred Purchaser" status to the Purchaser. Accordingly, the prices charged for Goods and Services supplied under this contract by the Vendor shall in no event exceed the lowest price at which the Vendor sells the Goods/ Services or offers to sell Goods/ Services of identical description and having same scope of work, quantity, specifications, schedule for delivery, payment terms and all other applicable terms and conditions 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.	The Clause remains unchanged.
16	Section III	31.2		Price Fall	Request deletion	Not accepted. Also see reply to the query against S. No. 15.
17	Section III	34.1	Nil	34.1 Prices to be firm: The prices quoted for the Goods shall be firm throughout the currency of contract and shall not be subject to any variation.	The prices quoted for the Goods shall be firm throughout the currency of contract and shall not be subject to any variation. Therefore, we request the clause to be amended, the amended clause as follows: Notwithstanding anything to the contrary contained in the Contract, in case any national or state statute or any local law or regulation or by-law of any duly constituted authority is changed or comes into force after the date of the signature of the Contract and results in Extra Costs for the Vendor in relation to the provision of the Goods delivered / Services rendered or the execution of the work or any temporary work, the consequential effect shall be to the account of the Purchaser and the same shall be borne by the Purchaser or the benefit shall be passed on to the Purchaser, as applicable.	The Clause remains unchanged.
18	Section III	36.1		The vendor shall be entirely responsible for all taxes, duties, octroi, license fees and demurrage charges etc incurred until delivery of the contracted goods to the purchaser. However, sales tax (not surcharge in lieu of sales tax) in respect of the transaction between the purchaser and the vendor shall be payable extra by the purchaser if so stipulated in the notification of award. If there is any reduction in the duties due to any reason whatsoever, after notification of award, the same shall be passed on to the purchaser	In the event of any kind of change in taxes/duties levied by the government after the date of bidding, will the same change be acceptable to UIDAI whether the change in taxes/duties is upwards or downwards	Accepted
19	Section III	42.1	Nil	(ii) for any direct loss or damage that exceeds (A) Contract Value, or (B) the proceeds the Vendor may be entitled to receive from any insurance maintained by the Vendor to cover such a liability, whichever of (A) or (B) is higher.	We request the clause to be amended, the amended clause as follows: (ii) for any direct loss or damage that exceeds (A) 10% of the Contract Value , or (B) the proceeds the Vendor may be entitled to receive from any insurance maintained by the Vendor to cover such a liability, whichever of (A) or (B) is higher.	The Clause remains unchanged.

Response dated 25.11.2011 of UIDAI to the Pre Bid Queries raised by the Prospective Bidders - Tender No. T-11011/56/2011-Tech dated 17.11.2011

S.No	Section	Clause	Annex	Description (Existing provision in the clause)	Clarification sought	Response of UIDAI
20	Section III			New Proposed Clause- Deemed Acceptance	The Goods which requires acceptance test shall be deemed to be accepted (without requiring supporting signatures of the Purchaser), for the purpose of release of payment and for start of the warranty period and otherwise, on occurrence of any one of following events, whichever occurs earliest: a. if Purchaser fails to attend the acceptance test or does not provide a written notice of any rejection/confirmation of acceptance test, within seven (7) days from the date of Test readiness notification by the Vendor, or b. if Purchaser puts the Goods into operational/ productive/ normal use prior to successful acceptance test, or c. if Goods has been installed but, due to reasons beyond the control of the Vendor, it has not been possible during a period of three (3) months from the date of notice by the Vendor, to proceed with the acceptance tests.	Not accepted
21	Section III			New Proposed Clause-Interest on delayed payment and suspension	Notwithstanding anything to the contrary contained in the Contract,the Purchaser shall release the payment due to the Vendor on or before the due date. Late payments shall automatically bear interest at an annual rate equal to 18% per annum for the relevant delayed period, calculated from the date due until date of full payment. In the event the Purchaser fails to pay any amount to the Vendor on the due date, then and without prejudice to the exercise of any other rights or remedies which may be available to it and without incurring any penalties or liabilities, the Vendor shall be entitled to suspend performance of its obligations under the Contract, following written notification to the Purchaser, until realization of full outstanding amount in respect of the Goods delivered / Services rendered actually and not paid for. In the event of suspension by the Vendor of the Contract, the time schedule shall be automatically extended for the actual duration of the suspension and the Vendor shall be reimbursed by the Purchaserfor any damage or additional cost incurred as a result of such suspension.	Not accepted
22	Section III			New Proposed Clause- Site Not Ready Clause	In order to enable the contractor to commence work and meet its obligations under the contract, the Purchaser shall be responsible for acquiring and providing physical possession of the site and access thereto, and also all other areas reasonably required for the proper execution of the contract and making the site ready complete in all respect in accordance with the contractor's specifications for site readiness. The Purchaser agrees that the contractor shall not in any manner be liable for any delay in supply of Goods and provisioning of Services under the terms of this contract, if such delay is attributable to Purchaser's failure to make the site ready within seven (7) days of contractor's direction in this regard.	The selected Bidder shall not be liable for any delay in supply of Goods and provisioning of Services under the terms of this contract, if such delay is solely attributable to the Purchaser.

Response dated 25.11.2011 of UIDAI to the Pre Bid Queries raised by the Prospective Bidders - Tender No. T-11011/56/2011-Tech dated 17.11.2011

S.No	Section	Clause	Annex	Description (Existing provision in the clause)	Clarification sought	Response of UIDAI
23	Section III			New Proposed Clause- Termination for any Reason	<p>Termination for any reason</p> <p>Notwithstanding anything to the contrary contained in the Contract, In the event of termination of the Contract by the Purchaser for any reason whatsoever, the Purchaser shall pay the Vendor the following amounts:</p> <p>(a) The Contract Price, attributable to the parts of the System(s)/Work(s) executed including Goods and Services delivered (including also the Work in Progress) by the Vendor up to the date of termination. In respect of capital items deployed in the Project, the Purchaser must purchase at the Written Down Value (WDV) from the Vendor all IT & non-IT infrastructure and the software deployed. Written Down Value (WDV) shall be computed at depreciated value by applying ten per cent (10%) depreciation per annum on written down value basis, on the value of the infrastructure deployed hereunder. VAT and other taxes as applicable shall be payable by the Purchaser on such WDV. In case the Purchaser is unable to purchase as mentioned above, the Purchaser must pay as Liquidated Damages on written down value of all IT & non-IT infrastructure and the software deployed by applying depreciation @ fifteen per cent (15%) per annum.</p> <p>(b) The costs reasonably incurred by the Vendor in the ramp down / disengagement of Vendor's and its subcontractors' personnel;</p> <p>(c) Any amount to be paid by Vendor to its subcontractors in connection with the termination of any subcontracts, including any cancellation charges;</p> <p>(d) Costs incurred by Vendor in protecting the System(s)/ Work(s) and leaving the site in a clean and safe condition pursuant to this clause; and</p> <p>(e) The cost of satisfying all other obligations, commitments, and claims that Vendor may in Good faith have undertaken with third parties in connection with the contract</p> <p>Work in progress. The term "work in progress" shall include but not limited to the value of Goods meant for delivery to the Purchaser (i) for which manufacturing process was initiated by Vendor; or (ii) order was placed by Vendor on its contractors, prior to the date of termination.</p>	Not accepted.

Response dated 25.11.2011 of UIDAI to the Pre Bid Queries raised by the Prospective Bidders - Tender No. T-11011/56/2011-Tech dated 17.11.2011

S.No	Section	Clause	Annex	Description (Existing provision in the clause)	Clarification sought	Response of UIDAI
24	Section III	17.3		With regards to MSP Agreement	We need to know the terms and conditions of the MSP with regards to this project.	The relevant terms and conditions of MSP agreement, when signed, will be shared with the selected Bidder, in the event any assignment of the Contract with the selected Bidder of this Tender takes place.
Section IV						
1	Section IV	6	Annex 4.1.3	Qty of Server Racks	There is a difference in the qty of Server Racks and the Chassis. Since a max of 7KVA needs to be ensured per rack, pls clarify on the actual requirement of server racks.	The existing Data centre service providers are providing Racks. However, if any additional Server Racks are required, the same will be provided/procured from the selected Bidder.
2	Section IV	MAF	Annex 4.1.8	Its certified that no other company is authorised to bid against the Bid	We believe multi OEM / multi bidder scenario results in better / competitive commercials. Request u to allow OEMs to quote through multiple bidders.	The Clause remains unchanged.
3	Section IV		Annex 4.1.10	Tera Pack Tray for Spectra Logic Tape Library- Tray for Storing 10 LTO 5 Tapes	This is a proprietary product and the it will be unlikely to obtain the best prices. This could affect the overall bid value. We request you to exclude the price for this item from the calculation for L1 price. The lowest price of the product received from any bidder may be requested to be honored by the lowest bidder	Since UIDAI is having Spectra Logic Tape Library, it is essential that the Tera Pack Tray offered is compatible with this Tap Library.
4	Section IV	6	Annex 4.1.11	Free DIMM Slots after populating 64GB - 2 Nos.	DDR3 Memory architecture can deliver full 1333 Mhz delivered speed with up to 2 DIMMs per each channel and hence a total of 6 DIMM slots per processor should be the minimum requirement. Further, to scale upto 96GB in blades servers using 8GB DIMM size as per RFP, minimum Free Slots required is- 4 nos. Vendors offering less than 6 DIMM slots per processor do not offer a balanced memory size/bandwidth which is not an enterprise-class architecture. Request to change to "6 DIMM Slots per Processor minimum with populated DIMM delivered speed of 1333MHz, and with Free 4 nos. DIMM Slots after populating 64GB RAM".	The Clause remains unchanged.
5	Section IV	6	Annex 4.1.11	Free DIMM Slots after populating 64GB - 2Nos	DDR3 Memory architecture can deliver full 1333Mhz delivered speed with up to 2 DIMMs per each channel and hence a total of 6 DIMM slots per processor should be the minimum requirement. Further, to scale upto 96GB in blades servers using 8GB DIMM size as per RFP, minimum Free Slots required is- 4 nos. Vendors offering less than 6 DIMM slots per processor do not offer a balanced memory size/bandwidth which is not an enterprise-class architecture.. Request to change to "6 DIMM Slots per Processor minimum with populated DIMM delivered speed of 1333MHz, and with Free 4 nos. DIMM Slots after populating 64GB RAM".	Please refer to reply against query at S. No. 4.
6	Section IV	7	Annex 4.1.11	Internal Disks	The tender does not specify Hot swappable disk. We understand hotswappable disks are desired to improve the serviceability of the datacenter and thus maintain uptime. Hence request you to include the same.	The internal SAS disks should be Hot Swappable.
7	Section IV	7	Annex 4.1.11	Internal Disks	The tender does not specify Hot swappable disk. We understand hotswappable disks are desired to improve the serviceability of the datacenter and thus maintain uptime. Hence request you to include the same.	Please refer to reply against query at S. No. 6.
8	Section IV	7	Annex 4.1.11	Internal Disks	The tender does not specify Hot swappable disk. We understand hotswappable disks are desired to improve the serviceability of the datacenter and thus maintain uptime. Hence request you to include the same.	Please refer to reply against query at S. No. 6.
9	Section IV	7	Annex 4.1.11	Type of disk proposed : SAS disk	Request to change to "Hot-plug SAS disk". Hot-plug capability for disks are very important to allow the online servicing of the nodes in case of any disk failure without bringing down the server. This feature is important for UID to maintain maximum possible uptime.	Please refer to reply against query at S. No. 6.

Response dated 25.11.2011 of UIDAI to the Pre Bid Queries raised by the Prospective Bidders - Tender No. T-11011/56/2011-Tech dated 17.11.2011

S.No	Section	Clause	Annex	Description (Existing provision in the clause)	Clarification sought	Response of UIDAI
10	Section IV	7	Annex 4.1.11	Type of disk proposed : SAS disk	Hot-plug capability for disks are very important to allow the online servicing of the nodes in case of any disk failure without bringing down the server. This feature is important for UID to maintain maximum possible uptime. Request to change to "Hot-plug SAS disk"	Please refer to reply against query at S. No. 6.
11	Section IV	8	Annex 4.1.11	Network-1 and Network-2	The tender does not specify NIC's to support Teaming,we understand from previous RFP that teaming support was required to improve the performance. It looks like a typo error ,kindly clarify.	Teaming support should be available either at Firmware or OS (Operating System) Level.
12	Section IV	8	Annex 4.1.11	Network-1 and Network-2	The tender does not specify NIC's to support Teaming,we understand from previous RFP that teaming support was required to improve the performance. It looks like a typo error ,kindly clarify.	Please refer to reply against query at S. No. 11.
13	Section IV	8	Annex 4.1.11	Network-1 and Network-2	The tender does not specify NIC's to support Teaming,we understand from previous RFP that teaming support was required to improve the performance. It looks like a typo error ,kindly clarify.	Please refer to reply against query at S. No. 11.
14	Section IV	8	Annex 4.1.11	Type of Ethernet Controller Proposed - Full duplex 1/10 Gbps	If Ethernet controller can just be offered Full-duplex "1 Gbps" bandwidth Or "10 Gbps" or should the NIC auto-negotiate to both 1 and 10 Gbps bandwidth? Kindly clarify what is required clearly.	The Clause remains unchanged.
15	Section IV	8	Annex 4.1.11	Type of Ethernet Controller Proposed - Full duplex 1/10 Gbps	If Ethernet controller can just be offered Full-duplex "1 Gbps" bandwidth Or "10 Gbps" or should the NIC auto-negotiate to both 1 and 10 Gbps bandwidth? Kindly clarify what is required clearly.	Please refer to reply against query at S. No. 14.
16	Section IV	13	Annex 4.1.11	SPECpower_ssj2008	SPECpower_ssj2008 benchmark is not available on the server and request to please relax on the said benchmark rating	This is not a minimum/ mandatory requirement
17	Section IV	13	Annex 4.1.11	SPECpower_ssj2008	SPECpower_ssj2008 benchmark is not available on the server and hence request to please relax on the said benchmark rating	Please refer to reply against query at S. No. 16.
18	Section IV	15	Annex 4.1.11	Thermal Management and Energy management	Request you to please elaborate on Thermal and Energy Management.	Thermal Management - Management of environment temperature variations. Energy Management - Optimization of power utilization.
19	Section IV	15	Annex 4.1.11	Thermal Management and Energy management	Request you to please elaborate on Thermal and Energy Management.	Please refer to reply against query at S. No. 18.
20	Section IV	14	Annex 4.1.11	End of life of the proposed product/ solution	Since the Industry processors have gone through a recent revision, request that this be relaxed to 12 months from the date of submission, and support with spares for the duration of 5 years.	The specification remains unchanged.
21	Section IV	14	Annex 4.1.11	End of life of the proposed product/ solution	Since the Industry processors have gone through a recent revision, request that this be relaxed to 12 months from the date of submission, and support with spares for the duration of 5 years.	Please refer to reply against query at S. No. 20.
22	Section IV	14	Annex 4.1.11	End of life of the proposed product/ solution	Since the Industry processors have gone through a recent revision, request that this be relaxed to 12 months from the date of submission, and support with spares for the duration of 5 years.	Please refer to reply against query at S. No. 20.
23	Section IV	6	Annex 4.1.12	Backplane redundancy/dual backplane bus for high availability	Referring to earlier UIDAI MSP bid as well, the clause had been changed. Request you for change since current spec is restrictive to a single OEM specific chassis architecture, so change is necessary for multiple vendors to participate. Backplane redundancy/dual backplane for high availability if backplane has active components."For passive components based backplane design, separation of blade power and network signal midplane to be offered".	The specification stands revised as under: "Backplane redundancy/ dual backplane bus for high availability/ dual buses for high availability of signal and power". Also the wordings "dual backplane bus for high availability" given against S. No. 6 under the column "Unit of Measurement" stand deleted.
24	Section IV	6	Annex 4.1.12	Backplane redundancy/dual backplane bus for high availability	Referring to earlier UIDAI MSP bid as well, the clause had been changed. Request you for change since current spec is restrictive to a single OEM specific chassis architecture, so change is necessary for multiple vendors to participate. Backplane redundancy/dual backplane for high availability if backplane has active components."For passive components based backplane design, separation of blade power and network signal midplane to be offered"	Please refer to reply against query at S. No. 23.
25	Section IV	5	Annex 4.1.12	Chassis Height 9U or 10U	less than 9U is OK? e.g 7U.	No. The specification remains unchanged.

Response dated 25.11.2011 of UIDAI to the Pre Bid Queries raised by the Prospective Bidders - Tender No. T-11011/56/2011-Tech dated 17.11.2011

S.No	Section	Clause	Annex	Description (Existing provision in the clause)	Clarification sought	Response of UIDAI
26	Section IV	7	Annex 4.1.12	Redundant Power supply Proposed	We understand you require N+N redundancy allowing any 2 or 3 power supply in the chassis to fail without effecting power to blades. Pl clarify	The specification remains unchanged. Yes. Hot Swappable fully redundant power supply is the requirement.
27	Section IV	7	Annex 4.1.12	Redundant Power supply Proposed	We understand you require N+N redundancy allowing any 2 or 3 power supply in the chassis to fail without effecting power to blades. Pl clarify	Please refer to reply against query at S. No. 26.
28	Section IV	7	Annex 4.1.12	Redundant Power supply Proposed	We understand you require N+N redundancy allowing any 2 or 3 power supply in the chassis to fail without effecting power to blades. Pl clarify	Please refer to reply against query at S. No. 26.
29	Section IV	7	Annex 4.1.12	Redundant Power supply Proposed	Also Should the chassis be capable of sustaining failure of any 2 power supplies without loss of power to any of the blades	Please refer to reply against query at S. No. 26.
30	Section IV	7	Annex 4.1.12	Redundant Power supply Proposed	Also Should the chassis be capable of sustaining failure of any 2 power supplies without loss of power to any of the blades	Please refer to reply against query at S. No. 26.
31	Section IV	7	Annex 4.1.12	Redundant Power supply Proposed	Also Should the chassis be capable of sustaining failure of any 2 power supplies without loss of power to any of the blades	Please refer to reply against query at S. No. 26.
32	Section IV	7	Annex 4.1.12	Power consumption at normal load	Power consumption at normal load of 50% cpu utilization. There is no industry-wide standard definition of "normal load" and no method of measuring it. This can be speculative. Hence a clear metric on cpu utilization level is required.	Power consumption at normal load of 50% CPU utilization.
33	Section IV	7	Annex 4.1.12	Power consumption at normal load	Power consumption at normal load of 50% cpu utilization. There is no industry-wide standard definition of "normal load" and no method of measuring it. This can be speculative. Hence a clear metric on cpu utilization level is required.	Please refer to reply against query at S. No. 32.
34	Section IV	8	Annex 4.1.12	Number of 10 Gb port from chassis to external network so that end-to-end connectivity is 10Gbps	Please clarify if bidders should propose a total of 4 uplink ports (2+2) viz 2 uplink ports from each 10G switch pair.	The minimum number of 10G ethernet uplink ports in high availability from the chassis will be 2+2=4.
35	Section IV	8	Annex 4.1.12	Number of 10 Gb port from chassis to external network so that end-to-end connectivity is 10Gbps	Please clarify if bidders should propose a total of 4 uplink ports (2+2) viz 2 uplink ports from each 10G switch pair.	Please refer to reply against query at S. No. 34.
36	Section IV	8	Annex 4.1.12	Number of 1 Gb port - 2nos	Please clarify if bidders should propose a total of 2 uplink ports (1+1) viz 1 uplink ports from each 1G switch pair.	It is clarified that 2 nos. of 1 G ports have to be offered.
37	Section IV	8	Annex 4.1.12	Number of 1 Gb port - 2nos	Please clarify if bidders should propose a total of 2 uplink ports (1+1) viz 1 uplink ports from each 1G switch pair.	Please refer to reply against query at S. No. 36.
38	Section IV	8	Annex 4.1.12	Number of Fiber channel ports - 6nos	Please clarify if bidders should propose a total of 6 uplink ports(3+3) viz 3 uplink ports from each SAN switch pair.	The minimum number of 8 Gbps FC uplink ports in high availability from the chassis will be 3+3=6.
39	Section IV	8	Annex 4.1.12	Number of Fiber channel ports - 6nos	Please clarify if bidders should propose a total of 6 uplink ports(3+3) viz 3 uplink ports from each SAN switch pair.	Please refer to reply against query at S. No. 38.
40	Section IV	8	Annex 4.1.12	No of 1G Ethernet Ports from Chassis to external network for uplink	2 Number of 1Gbps ethernet ports can be made available using single 1G Ethernet switch module. Please confirm whether 2 number of 1G Ethernet switch modules is an requirement as specs doesn't mention anything about switch redundancy	The specification is self explanatory.
41	Section IV	8	Annex 4.1.12	No of 1G Ethernet Ports from Chassis to external network for uplink	2 Number of 1Gbps ethernet ports can be made available using single 1G Ethernet switch module. Please confirm whether 2 number of 1G Ethernet switch modules is a requirement as specs doesn't mention anything about switch redundancy	Please refer to reply against query at S. No. 40.
42	Section IV	9	Annex 4.1.12	Management Module	Is a hot plug redundant management module required?	The specification is self explanatory.
43	Section IV	9	Annex 4.1.12	Management Module	Is a hot plug redundant management module required?	Please refer to reply against query at S. No. 42.
44	Section IV	9	Annex 4.1.12	Management Module	Is a hot plug redundant management module required?	Please refer to reply against query at S. No. 42.
45	Section IV	9	Annex 4.1.12	Management Module	Does the Chassis Management Module need to support out of band KVM?	The specification is self explanatory.
46	Section IV	9	Annex 4.1.12	Management Module	Does the Chassis Management Module need to support out of band KVM?	Please refer to reply against query at S. No. 45.
47	Section IV	9	Annex 4.1.12	Management Module	Does the Chassis Management Module need to support out of band KVM?	Please refer to reply against query at S. No. 45.

Response dated 25.11.2011 of UIDAI to the Pre Bid Queries raised by the Prospective Bidders - Tender No. T-11011/56/2011-Tech dated 17.11.2011

S.No	Section	Clause	Annex	Description (Existing provision in the clause)	Clarification sought	Response of UIDAI
48	Section IV	9	Annex 4.1.12	Management Module	OEM management software has not been requested, Please clarify of OEM management software for blade and Blade chassis management is required as part of the tender.	The specification is self explanatory.
49	Section IV	9	Annex 4.1.12	Management Module	OEM management software has not been requested, Please clarify of OEM management software for blade and Blade chassis management is required as part of the tender.	Please refer to reply against query at S. No. 48.
50	Section IV	9	Annex 4.1.12	Management Module	OEM management software has not been requested, Please clarify of OEM management software for blade and Blade chassis management is required as part of the tender.	Please refer to reply against query at S. No. 48.
51	Section IV	9	Annex 4.1.12	Management Module	Please confirm whether Chassis need to be configured with Single Management module or Redundant Management Module	The specification is self explanatory.
52	Section IV	9	Annex 4.1.12	Management Module	Please confirm whether Chassis need to be configured with Single Management module or Redundant Management Module	Please refer to reply against query at S. No. 51.
53	Section IV	9	Annex 4.1.12	Shared DVD rom USB2	Management module can allow mounting of remote USB drive. Request that ability to mount remote shared DVD drive be included in the required specification. So as to improve flexibility in management.	The specification remains unchanged.
54	Section IV	9	Annex 4.1.12	Shared DVD rom USB2	Management module can allow mounting of remote USB drive. Request that ability to mount remote shared DVD drive be included in the required specification. So as to improve flexibility in management.	Please refer to reply against query at S. No. 53.
55	Section IV	9	Annex 4.1.12	Shared DVD rom USB2	Management module can allow mounting of remote USB drive. Request that ability to mount remote shared DVD drive be included in the required specification. So as to improve flexibility in management.	Please refer to reply against query at S. No. 53.
56	Section IV	10	Annex 4.1.12	Proposed Number of Blade Chassis (Fully Loaded) per 42U Rack at 7KVA Power Consumption (Average per Rack)	At 7KVA load single Blade Center Chassis can be installed, request to relax the power requirement from 7KVA to 14 KVA so that 2 Blade Center Chassis can be accommodated in one Rack which will reduce the Rack foot print in Data Center.	The specification remains unchanged.
57	Section IV	10	Annex 4.1.12	Proposed Number of Blade Chassis (Fully Loaded) per 42U Rack at 7KVA Power Consumption (Average per Rack)	At 7KVA load single Blade Center Chassis can be installed, request to relax the power requirement from 7KVA to 14 KVA so that 2 Blade Center Chassis can be accommodated in one Rack which will reduce the Rack foot print in Data Center.	Please refer to reply against query at S. No. 56.
58	Section IV	11	Annex 4.1.12	End of life of blade chassis	Since the blade chassis is a fixed investment. Request that the EOL limit of the Blade chassis be increased to 36 months.	The specification remains unchanged.
59	Section IV	11	Annex 4.1.12	End of life of blade chassis	Since the blade chassis is a fixed investment. Request that the EOL limit of the Blade chassis be increased to 36 months.	Please refer to reply against query at S. No. 58.
60	Section IV	11	Annex 4.1.12	End of life of blade chassis	Since the blade chassis is a fixed investment. Request that the EOL limit of the Blade chassis be increased to 36 months.	Please refer to reply against query at S. No. 58.
61	Section IV	13	Annex 4.1.12	SPECpower_ss2008	SPECpower_ss2008 benchmark is not available on the server and request to please relax on the said benchmark rating	This is not a minimum/ mandatory requirement
62	Section IV	15	Annex 4.1.12	Thermal Management and Energy management	Thermal and energy management can also allow the administration of power caps to effectively allow rack power management. Request that the ability to assign upper power caps to the chassis be included as a specification to improve managability in the UID datacenter.	The specification remains unchanged.
63	Section IV	15	Annex 4.1.12	Thermal Management and Energy management	Thermal and energy management can also allow the administration of power caps to effectively allow rack power management. Request that the ability to assign upper power caps to the chassis be included as a specification to improve managability in the UID datacenter.	Please refer to reply against query at S. No. 62.
64	Section IV	15	Annex 4.1.12	Thermal Management and Energy management	Thermal and energy management can also allow the administration of power caps to effectively allow rack power management. Request that the ability to assign upper power caps to the chassis be included as a specification to improve managability in the UID datacenter.	Please refer to reply against query at S. No. 62.
65	Section IV	18	Annex 4.1.12	tpmc	TPMC rating is always available on Server with highest clock speed and are not available on all the processor models supported on the server. Request you to either relax on tpmc rating or allow OEM's to provide the tpmc certificate available for the server quoted.	This is not a minimum/ mandatory requirement
66	Section IV	4	Annex 4.1.13	Processor Type Intel E7-4820 or AMD Opteron 6176 or Higher clock speed processors of the same processor family available in the proposed models.	The Intel E7-4820 is available only in 4P capable servers from any of the major OEM. To ensure an uniform 4P upgradeability for both AMD and Intel Servers, since the Xeon E7 Series family is available in 4P Intel models only. Rephrase "2, upgradeable to 4 Processors".	The specification remains unchanged. However, the minimum requirement gainst the parameter "No. of CPUs." under S. No. 4 stands modified from "2" to read as "2, upgradeable to 4 Processors" .

Response dated 25.11.2011 of UIDAI to the Pre Bid Queries raised by the Prospective Bidders - Tender No. T-11011/56/2011-Tech dated 17.11.2011

S.No	Section	Clause	Annex	Description (Existing provision in the clause)	Clarification sought	Response of UIDAI
67	Section IV	4	Annex 4.1.13	Processor Type Intel E7-4820 or AMD Opteron 6176 or Higher clock speed processors of the same processor family available in the proposed models.	The Intel E7-4820 is available only in 4P capable servers from any of the major OEM. To ensure a uniform 4P upgradeability for both AMD and Intel Servers, since the Xeon E7 Series family is available in 4P Intel models only. Rephrase "2, upgradeable to 4 Processors".	Please refer to reply against query at S. No. 66.
68	Section IV	7	Annex 4.1.13		Main Memory Required for 128 GB using 8GB DIMM where as In free DIMM Slots Requirement mentioned memory is 96. PI confirm Minimum Memory Required in server.	The parameter stands modified to "Free DIMM Slots after populating 128 GB"
69	Section IV	7	Annex 4.1.13		Main Memory Required for 128 GB using 8GB DIMM where as In free DIMM Slots Requirement mentioned memory is 96. PI confirm Free DIMMs slots required after populating minimum memory.	The specification is self explanatory. Please also refer to the reply against query at S. No. 68.
70	Section IV	18	Annex 4.1.13	Estimated ratings of servers for proposed Configuration	Since the Processor is a new processor Benchmarks are not available on the exact processor, Please confirm that estimated extrapolated results can be submitted	This is not a minimum/ mandatory requirement
71	Section IV	18	Annex 4.1.13	Estimated ratings of servers for proposed Configuration	Since the Processor is a new processor Benchmarks are not available on the exact processor, Please confirm that estimated extrapolated results can be submitted	Please refer to reply against query at S. No. 70.
72	Section IV	18	Annex 4.1.13	Estimated ratings of servers for proposed Configuration	Since the Processor is a new processor Benchmarks are not available on the exact processor, Please confirm that estimated extrapolated results can be submitted	Please refer to reply against query at S. No. 70.
73	Section IV	18	Annex 4.1.13	tpmc	TPMC rating is always available on Server with highest clock speed and are not available on all the processor models supported on the server. Request you to either relax on tpmc rating or allow OEM's to provide the tpmc certificate available for the server quoted.	This is not a minimum/ mandatory requirement
74	Section IV	18	Annex 4.1.13	SPECpower_ssJ2008	SPECpower_ssJ2008 benchmark is not available on the server and request to please relax on the said benchmark rating	This is not a minimum/ mandatory requirement
75	Section IV	19	Annex 4.1.13	End of life of the proposed solution	Since the Industry processors have gone through a recent revision, request that this be relaxed to 12 months from the date of submission, and support with spares for the duration of 5 years.	The specification remains unchanged.
76	Section IV	19	Annex 4.1.13	End of life of the proposed solution	Since the Industry processors have gone through a recent revision, request that this be relaxed to 12 months from the date of submission, and support with spares for the duration of 5 years.	Please refer to reply against query at S. No. 75.
77	Section IV	19	Annex 4.1.13	End of life of the proposed solution	Since the Industry processors have gone through a recent revision, request that this be relaxed to 12 months from the date of submission, and support with spares for the duration of 5 years.	Please refer to reply against query at S. No. 75.
78	Section IV	19,20	Annex 4.1.14	hotswap redundant power supply and fans	Currently the Minimum Requirement columns are blank, and we request you to change this to "NO" since IP-KVM is not a mission-critical component and can be serviced without affecting the uptime requirements of UID operations. Kindly change the Minimum Requirements to "NO".	This is not a minimum/ mandatory requirement
79	Section IV	19,20	Annex 4.1.14	hotswap redundant power supply and fans	Currently the Minimum Requirement columns are blank, and we request you to change this to "NO" since IP-KVM is not a mission-critical component and can be serviced without affecting the uptime requirements of UID operations. Kindly change the Minimum Requirements to "NO".	Please refer to reply against query at S. No. 78.
80	Section IV	20	Annex 4.1.14	Hot Swappable cooling Fans proposed	Cooling fans are not supported on the switch, request you to please relax on the fan support on the switch	This is not a minimum/ mandatory requirement
81	Section IV	20	Annex 4.1.14	Hot Swappable cooling Fans proposed	Cooling fans are not supported on the switch, request you to please relax on the fan support on the switch	Please refer to reply against query at S. No. 80.
82	Section IV	20	Annex 4.1.14	(N + 1) Redundant cooling fans proposed	Cooling fans are not supported on the switch, request you to please relax on the fan support on the switch	This is not a minimum/ mandatory requirement
83	Section IV	20	Annex 4.1.14	(N + 1) Redundant cooling fans proposed	Cooling fans are not supported on the switch, request you to please relax on the fan support on the switch	Please refer to reply against query at S. No. 82.
84	Section IV	13	Annex 4.1.14	support control of multiplatform servers and serial based (async) device	Serial based devices are not supported on IPKVM switch, request you to please relax on serial based async device support	The specification remains unchanged.
85	Section IV	13	Annex 4.1.14	support control of multiplatform servers and serial based (async) device	Serial based devices are not supported on IPKVM switch, request you to please relax on serial based async device support	Please refer to reply against query at S. No. 84.
86	Section IV	14	Annex 4.1.14	SNMP based Management	IP KVM switch supports web based management as well as SSH/telnet access but doesn't support SNMP based management. Request you to please relax on the SNMP based management support on this switch	The specification remains unchanged.

Response dated 25.11.2011 of UIDAI to the Pre Bid Queries raised by the Prospective Bidders - Tender No. T-11011/56/2011-Tech dated 17.11.2011

S.No	Section	Clause	Annex	Description (Existing provision in the clause)	Clarification sought	Response of UIDAI
87	Section IV	14	Annex 4.1.14	SNMP based Management	IP KVM switch supports web based management as well as SSH/telnet access but doesn't support SNMP based management. Request you to please relax on the SNMP based management support on this switch	Please refer to reply against query at S. No. 86.
88	Section IV	1	Annex 4.1.15	Media Type	Pls specify whether Bar Codes are also to be supplied along with media tapes.	No.
89	Section IV	4	Annex 4.1.15	Compatible with existing Spectralogic Tape Library	Pls specify the model of the existing Spectralogic Tape library.	Spectralogic T-Finity
90	Section IV		Annex 4.2.10	Price for optional Items	Kindly clarify warranty for optional items.	Standard OEM Warranty.
Section V						
1	V - Scope of work	3.11	-	Highest possible clock speed for CPU	The technical specs as per Section IV for servers, have mentioned the clock speed required for both blade and Rack as minimum requirement, while the available highest clock speed may be different. Pls clarify what to be offered.	Clause 3.11 of Section V is self explanatory and should be read in conjunction with the respective Technical Specifications under Annex 4.1.11 and Annex 4.1.13.
2	42 U server racks	8		Rack should be preferably from 5 vendors	To allow Other OEM can participate in this product category , apart from the 5 vendors mentioned in RFP. Since the OEM racks offer the best suited racks for their proposed server-storage from the standpoint of smooth servicing operations, airflow and stability. Request you to include standard OEM 42U racks	The specification remains unchanged. However, the Server racks manufactured by the OEM of respective Servers are acceptable.
3	42 U server racks	8		Rack should be preferably from 5 vendors	To allow Other OEM can participate in this product category , apart from the 5 vendors mentioned in RFP. Since the OEM racks offer the best suited racks for their proposed server-storage from the standpoint of smooth servicing operations, airflow and stability. Request you to include standard OEM 42U racks	Please see reply to the query against S. No. 2.
4	V - Scope of work	10	15.1 (ii)	Timelines - Delivery schedule	Request for Blade server (Phase I) delivery of 300 nos.to be changed to 6 weeks & balance server delivery for 8 weeks	Timelines remain unchanged.
Miscellaneous Queries						
1				Not mentioned. Clause to be added./Title and Risk Transfer	We request you to consider the fact that title and risk transfer happens on dispatch of goods from the vendors factory / warehouse as the same has been billed in the name of the customer.The bidder / vendor would be liable to take transit insurance till the equipment gets delivered to customers premises. The vendor / bidder would also take necessary insurance with department as beneficiary till the site gets implemented.	No clarification has been sought.
2				Not mentioned. Clause to be added./Limitation of Liability	Bidder shall not be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury, including, without limitation, loss of use, data, revenue, profits, business interruption, and loss of income or profits, that may arise out of or result from this Agreement, irrespective of whether it had an advance notice of the possibility of any such damages. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Bidder for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), the consideration actually received by Bidder under this Agreement. 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 non-performance is caused by Customer's omission to act, delay, wrongful action, failure to provide inputs, or failure to perform its obligations under this Agreement.	Please refer to Clause 42 under Section III of the Bid Document.

Response dated 25.11.2011 of UIDAI to the Pre Bid Queries raised by the Prospective Bidders - Tender No. T-11011/56/2011-Tech dated 17.11.2011

S.No	Section	Clause	Annex	Description (Existing provision in the clause)	Clarification sought	Response of UIDAI
3				Not mentioned. Clause to be added./Site not ready	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Contract. Further any idle time resulted due to non available of site or infrastructure or data, Customer shall make payment to Bidder for the same.	Please refer to the reply against query at S. No. 22.
4				Not mentioned. Clause to be added./Change Request	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. Absent a signed Change Order, Bidder shall not be bound to perform any additional services. The parties agree to negotiate in good faith all Change Order proposals. The parties further agree that Bidder may undertake and accomplish tasks of a de minimis nature necessary to perform its obligations under any Statement of Work at no additional cost and without requiring the execution of a Change Order.	Not accepted. Please refer to Clause 15 under Section III which is self explanatory.
5	Misc	Misc		Count of Chassis	If the chassis supports more blades can the number of Chassis be reduced so as to accommodate the number of blades required at each site	The Bidder should quote for the quantities of Blade Chassis specified in the Bid Document.
6	Misc	Misc		OEM Bidders in Leaders of Magic quadrant	To ensure a level playing field among the best offerings available in the market, request that only OEM's in the leaders quadrant of the Gartner magic quadrant be allowed to bid. So that quality of product supplied to UID is of Leading quality.	Not accepted.
7	Misc	Misc		Count of Chassis	If the chassis supports more blades can the number of Chassis be reduced so as to accommodate the number of blades required at each site	The Bidder should quote for the quantities of Blade Chassis specified in the Bid Document.
8	Misc	Misc		OEM Bidders in Leaders of Magic quadrant	To ensure a level playing field among the best offerings available in the market, request that only OEM's in the leaders quadrant of the Gartner magic quadrant be allowed to bid. So that quality of product supplied to UID is of Leading quality.	Not accepted.
9	Misc	Misc		Count of Chassis	If the chassis supports more blades can the number of Chassis be reduced so as to accommodate the number of blades required at each site	The Bidder should quote for the quantities of Blade Chassis specified in the Bid Document.
10	Misc	Misc		OEM Bidders in Leaders of Magic quadrant	To ensure a level playing field among the best offerings available in the market, request that only OEM's in the leaders quadrant of the Gartner magic quadrant be allowed to bid. So that quality of product supplied to UID is of Leading quality.	Not accepted.
11				Configuration and Integration with existing setup of UIDAI	Please provide details of configuration & integration scope. Also provide the list of existing equipments/software with which integration is required.	This will be shared with the selected Bidder. Please also refer to Clause 9 under Section V of the Bid Document.
12				The Bidder is also expected to co-operate with UIDAI in critical situations to provide services beyond the established scope of work	Please specify the scope in detail to understand the requirement & factor the efforts accordingly	The requirement is self explanatory.
13				Selected bidders shall have to provide 20 (Twenty) Licenses of MySql on Linux along with media	1. Indicate the License version of MySQL. 2. Are we correct in understanding that vanilla installation of MySql is required? 3. Specify the Linux version and quantity	1. Yes, latest version 2. The MySql installation should be with partitioning and HA support for proposed rack servers. 3. Latest version of Enterprise Linux

Response dated 25.11.2011 of UIDAI to the Pre Bid Queries raised by the Prospective Bidders - Tender No. T-11011/56/2011-Tech dated 17.11.2011

S.No	Section	Clause	Annex	Description (Existing provision in the clause)	Clarification sought	Response of UIDAI
14				Commissioning of all new as well as relocated infrastructure	1. Please specify is relocation/migration required between: a) Greater Noida to Bangalore b) Bangalore to Greater Noida c) For both a)+b) 2. List the equipments which are required to be relocated 3. Will UIDAI will factor for pakage & transportation cost 4. Relocation and Migration require a lot of plan/design consulting efforts along with project management efforts. Are these services expected from bidders? does bidders have to add seperate line item cost in price bid format?	1 & 4. Relocation/ Migration will be limited to Data Centers at respective city. 2. This will be shared with the selected Bidder. 3. Yes, UIDAI will bear the cost for location/ migration of goods, if any required, in consultation with the selected Bidder.
15				De-Installation and relocation of existing hardware, software and other infrastructure	1 Indicate the De-installation scope along with below: 2. List the equipments which are required to be relocated 3. Will UIDAI will factor for package & transportation cost 4. Relocation and Migration require alot of plan/design consulting efforts along with project management efforts. Are these services expected from bidders? does bidders have to add seperate line item cost in price bid format?	Please refer to the reply against query at S. No. 16.
16				Prepare design document including network components in consultation with UIDAI or its representative	Are we correct in understanding the network components are related to servers only and doesnot include WAN & LAN design.	Design document is required for deployment of Hardware/ Software Infrastructure including Networking Components within the respective Data Centers.
17					Please confirm whether consortium is permitted for the subject tender	Consortium is not permitted.
Note: Please note that, all the references to "query at S. NO." refer to S. No. within the Section, unless it is specified that the S. NO. refers to a particular Section.						