

RFP for Renewal of Subscription/Support For Red Hat Enterprise Linux (RHEL) [Tender no.11011/16/2010-Tech (Part-IV) dated 11.01.2018]

Replies to Clarifications sought – as on 22.01.18

Sr. No.	Clause No.	RFP Page No.	Existing Provision in the Clause	Clarification Sought by bidders	Replies from UIDAI
1	1.2 (c)	9	180 days from the date of opening of Pre-Qualification Bids	Query from the bidder - Request UIDAI to limit the bid validity for 90 days as OEMs don't provide such long period price validity.	No Change
2	2.3.2 (i)	22	The decision of the Purchaser regarding forfeiture of the EMD shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.	Query from the bidder - Request UIDAI to delete the clause as this is one sided clause. Any decision should be as per mutually agreed terms.	No Change
3	2.10(2)	24	The Commercial bid should clearly indicate the price to be charged and should include all taxes, fees and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in Annexure 4.2.2.	Query from the bidder - Bidder's understanding is that any increase or decrease in the rate of applicable taxes or on account of any new levy of taxes shall be borne by UIDAI. Kindly Confirm.	No change.
4	2.12 (2)	25	It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as: a) Constituted attorney of the company. OR b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company.	Query from the bidder - Request you to please clarify, whether we can submit Power of Attorney for the person signing the documents? You may also share Power of Attorney format if required.	No change. Yes, power of attorney may be submitted. Standard format of Power of Attorney may be used.
5	2.15 (1)	26	Printed terms and conditions of the Bidders will not be considered as forming part of their Bids.	Query from the bidder - Bidder requests modification: - Printed terms and conditions of the Bidders <u>except for the deviations/ recommendation expressly submitted by the bidder</u> will not be considered as forming part of their Bids. Query from the bidder - Printed terms and conditions of the Bidders except for the deviations expressly submitted by the bidder will	No change

Replies to Clarifications sought – as on 22.01.18

				not be considered as forming part of their Bids.	
6	2.15(2)	26	The Bidder should note that any deviation (s) or non-compliance will lead to rejection of bid.	Query from the bidder - Request UIDAI to delete this clause	No change
7	2.18 (4)	28	Bidder shall have an average annual turnover of at least INR 25 Crores in last 3 financial years (FY 2014-15, 2015-16, 2016-17) from IT goods and services	Query from the bidder - Please reduce average annual turnover to INR 10 crores in last 3 financial years (FY 2014-15, 2015-16, 2016-17) from IT goods and services	No change
8	2.18 (5)	29	<p>Bidder shall have experience in executing IT goods and services project in Central Govt. / State Govt./ PSUs/ Autonomous Bodies/private enterprise in last 7 years ending on last date of previous month of closing date of bid submission, of at least :-</p> <ul style="list-style-type: none"> a) One project costing not less than the amount equal to Rs 7.0 Cr; Or b) Two projects each costing not less than the amount equal to Rs 5.0 Cr; Or c) Three projects each costing not less than the amount equal to Rs 3.5 Cr <p>Only those projects shall be considered complete for which PBG has been returned.</p> <p>Projects which are running in warranty or AMC phase shall also be considered for evaluation, provided those have Gone live and are in production/operations phase.</p> <p>For evaluation purpose of the projects which are either completed or Gone live ie which are in production/operation phase – Overall value of contract consisting of IT goods and services; ie capital cost, warranty</p>	Query from the bidder - It is submitted that “PBG Has been returned” condition be removed as for proof we are already submitting the PO, Client work completion certificate which suffices the bidder experience. In some case within Government the PBG is not asked for and moreover for executed projects pertaining to IT services or software etc the PBG will only be returned post the contract period is over.	PI refer corrigendum

Replies to Clarifications sought – as on 22.01.18

			cost, AMC cost etc, irrespective of the current phase of project; shall be considered. Cost is excluding taxes.		
9	2.24 (5)	33	In case of submission of conditional bid or submitting conditions in bid which are not in conformity to the bid conditions ,such bids are liable for rejection .However if such bid(s) has/have not been rejected or no clarification or query or confirmation of acceptance of conditions has been explicitly sought/rendered by UIDAI, such case(s) would mean that no cognizance of the condition(s) set forth by bidder in the bid has/have been taken by UIDAI/purchaser and these conditions have been rejected by UIDAI/purchaser. If bidder happens to be successfully lowest no cognizance of these conditions shall be taken by UIDAI/Purchaser and bidder shall not have any right to press for inclusion of these conditions in the contract/LOI.	Query from the bidder - Request UIDAI to delete the clause	No change
10	2.28 (1)	35	Subject to mutual agreement, the UIDAI may at any time but before issue of NoA by a written order given to the successful bidder/ Vendor pursuant to Clauses in Section III, can make changes within the general scope of the Contract.	Query from the bidder - Any change in scope may have impact on the commercials. Request UIDAI to finalise the scope before bid submission	No change
11	2.30	36	1. UIDAI will notify through Notification of award (NOA) the successful Bidder in writing by letter or by email, to be confirmed in writing by letter, that its bid has been accepted. Within 10 days of receipt of this NOA, the bidder has to render his acceptance of notification of this award. 2 The date of acceptance of Notification of award by the bidder will constitute the formation of the Contract.	Query from the bidder - Bidder requests modification: - 1. UIDAI will notify through Notification of award (NOA) the successful Bidder in writing by letter or by email, to be confirmed in writing by letter, that its bid has been accepted. Within 10 days of receipt of this NOA, the bidder has to render his acceptance of notification of this award <u>provided</u>	No change

Replies to Clarifications sought – as on 22.01.18

				<p><u>deviations submitted by the bidder are adequately considered by UIDAI.</u></p> <p>2. The date <u>of signing of the contract</u> by the bidder <u>and UIDAI</u> will constitute the formation of the Contract.</p> <p>Query from the bidder – 1. UIDAI will notify through Notification of award (NOA) the successful Bidder in writing by letter or by email, to be confirmed in writing by letter, that its bid has been accepted. Within 10 days of receipt of this NOA, the bidder has to render his acceptance of notification of this award provided deviations submitted by the bidder are adequately considered by UIDAI. 2. Delete 3. Delete</p>	<p>No change</p> <p>No change</p>
12	2.32 (6)	37	<p>In the event of the Bidder being unable to service the contract for whatever reason, UIDAI would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of UIDAI under the contract in the matter, the proceeds of the PBG shall be payable to UIDAI as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. UIDAI shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.</p>	<p>Query from the bidder - Since clause to invoke PBG is already provisioned, we request you to please elaborate the clause and bring clarity on any additional liability on bidders.</p> <p>Query from the bidder - Request UIDAI to please delete the clause</p> <p>Query from the bidder - Delete</p>	No change

Replies to Clarifications sought – as on 22.01.18

13	2.32 (7)	37	7. UIDAI shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconception or misstatement.	Query from the bidder - Bidders understanding is that UIDAI will make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him <u>under this project only.</u> An equivalent value of any payment made to him due to inadvertence, error, collusion, misconception or misstatement. Kindly confirm	No change
14	2.32 (8)	37	In case the project is delayed beyond the project schedule as mentioned in clause 5.5, the performance bank guarantee shall be accordingly extended	Query from the bidder - To safeguard bidders interest and financial burden on bidder, we request you to please mention upper capping on project delay duration.	No change
15	2.33(2)	38	Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of manufacturing the articles and the bidder shall not use any such information to make any similar article or part thereof for any other purpose.	Query from the bidder - Bidder requests modification: - Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of manufacturing the articles.	No change
16	2.34(ii)	38	The Bidder shall be deemed to have complied with all clauses in the Bid document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, Technical specifications, Timelines and General Terms and Conditions of Contract. Evaluation will be carried out on the information available in the bid.	Query from the bidder - Bidder requests modification: -The Bidder shall be deemed to have complied with all clauses in the Bid document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, Technical specifications, Timelines and General Terms and Conditions of Contract <u>provided such clauses do not form part of the bidder's deviations.</u> Evaluation will be	No change

Replies to Clarifications sought – as on 22.01.18

				carried out on the information available in the bid.	
17	3.4	41	The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from the use of the Goods/services or any part thereof.	Query from the bidder – Since the required products are from RedHat, we request you to please amend the clause and seek letter from RedHat to indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from the use of the Goods or any part thereof.	No change
18	3.5 (1)	42	The Vendor shall be responsible for providing support of RHEL licenses.	Query from the bidder – As per our understanding the Bidder only has to provide the License renewal of RedHat products, required support will be provided by the RedHat to the existing MSP. Request you to please clarify/elaborate the Bidder/Vendor scope of work.	No change
19	3.7(1)	42	This contract for “Renewal of Subscription / Support for Red Hat Enterprise Linux (RHEL)” shall start from date of acceptance of Notification of award by bidder (as per clause 2.30 of section II of RFP) and shall last till completion of last end date of any license support. The purchaser may extend the contract on yearly basis but upto 2 years on same terms and conditions of this contract at the sole discretion of the Purchaser.	Query from the bidder - Bidder requests modification: - This contract for “Renewal of Subscription / Support for Red Hat Enterprise Linux (RHEL)” shall start from date <u>of signing of the contract</u> and shall last till completion of last end date of any license support. The purchaser may extend the contract on yearly basis but upto 2 years on terms and conditions <u>mutually agreeable to both the parties</u>	No change
				Query from the bidder –	No change

Replies to Clarifications sought – as on 22.01.18

				Since this clause can only be fulfilled if RedHat agrees for the same. Request you to please amend the clause " This contract for "Renewal of Subscription / Support for Red Hat Enterprise Linux (RHEL)" shall start from date of acceptance of Notification of award by bidder (as per clause 2.30 of section II of RFP) and shall last till completion of last end date of any license support. The purchaser may extend the contract on yearly basis but upto 2 years on same terms and conditions of this contract if agreed by RedHat, Bidder & Purchaser."	
20	3.7(2)	42	Notwithstanding the provision of Clauses mentioned above, the period of Contract shall be valid subject to the satisfaction of the Purchaser.	Query from the bidder - Bidder requests deletion of the clause as this is one sided clause	No change
21	3.8 (2)	43	90% of Payment will be released after receipt of 3 year support confirmation from RHEL and start of support period. Remaining 10% payment will be released in two equal installments after completion of 1 st and 2 nd year of start of support period for license. This 10% can also be released with 90% on submission of BG of equal (10%) amount. BG shall be valid for contract period and 60 days.	<p>Query from the bidder – Since 6% PBG is already been asked in section 2.32. We request you to please keep either PBG clause mentioned in section 2.32 or section 3.8 for realizing the 10% payment.</p> <p>Query from the bidder - Request UIDAI to amend the payment terms as per below. The bidder has to make 100% payment upfront to the OEM.</p> <p>Query from the bidder - Modify as - - 90% on delivery - Balance 10% payment on installation</p>	<p>No change</p> <p>No change</p> <p>No change</p>
22	3.10 (1)	43	UIDAI reserves the right to increase the quantity, of upto 50% of the Quantity. UIDAI may also decrease the quantity at its sole discretion. In case of any increase/	Query from the bidder – To support Bidder/UIDAI, we request you to please seek declaration from RedHat for the price validity.	No change

Replies to Clarifications sought – as on 22.01.18

			decrease in quantities, unit rate indicated in the contract will be applicable.	<p>Query from the bidder - Request UIDAI to either delete this clause or take undertaking on OEM letterhead on price validity and variation in quantity.</p> <p>Query from the bidder - UIDAI reserves the right to increase the quantity, of upto +10 % of the Quantity. UIDAI may also decrease the quantity at its sole discretion upto - 10%.</p> <p>Query from the bidder - Vendor agrees to provide the increased quantity at the same terms and conditions. However additional prices shall be charged for the goods supplied over the contracted quantity.</p>	<p>No change</p> <p>No change</p> <p>No change</p>
23	3.12	43	The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, to other party, except with the Purchaser's prior written consent. The permission, if any, of the purchaser has to be taken within 15 days of award of the contract.	Query from the bidder - Bidder requests modification: - The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, to other party, except with the Purchaser's prior written consent.	No change
24	3.13	44	No sub-contracting of the work either in full or part is allowed.	Query from the bidder - Bidder requests modification: - No sub-contracting of the work either in full or part is allowed <u>without the prior consent of the Purchaser.</u>	No change
25	3.14	44	<p>1. Delivery of the Goods and performance of Service shall be made by the Vendor in accordance with the Timelines specified by the Purchaser in Clause 5.5.</p> <p>2. An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to any or all of the following sanctions: forfeiture of its performance security,</p>	Query from the bidder - Bidders understanding is that in the event of termination by UIDAI, the Bidder shall be paid for the: 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCs 5. third party orders in pipeline which cannot be	No change

Replies to Clarifications sought – as on 22.01.18

			imposition of liquidated damages, and/or termination of the Contract for default.	cancelled despite Bidder's best efforts 6. unrecovered investments shall be paid by customer as per termination schedule till the date of termination. <u>Kindly confirm.</u>	
26	3.15	45	<p>3. The overall liquidated damages will be a maximum of 10% of the Contract value.</p> <p>4. If the liquidated damages amount is more than the bill due to the vendor, amount will be deducted from the subsequent bills. However, if the liquidated damages amount is not recoverable from the pending dues to the vendor, in that case, same shall be recovered from encashing PBG, if required.</p> <p>5. In case BG is submitted for release of 10% payment(pl refer clause 3.8(2) of section III) ,in that case LD amount shall be deducted from getting the BG amount released ,but only on completion of contract period.</p>	<p>Query from the bidder - Request UIDAI to amend the clauses as follows: 3. The overall liquidated damages will be maximum of 3% of the defaulted Contract value. 4. If the liquidated damages amount of any quarter is more than the quarterly bill due to the vendor, amount will be deducted from the subsequent quarterly bills.</p> <p>5. Any LD, leviable due to non compliances of provisions of SLA during warranty period, shall be accrued till completion of warranty period and shall be deducted from the amount received after encashment of Bank Guarantee under this contract only.</p>	No change
27	3.16 (2-3)	45	<p>2. Where an event of default subsists or remain uncured after 30 days of notice to vendor to resolve, the Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part: i) If the Vendor fails to deliver any or all of the Goods/Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 3.14; OR</p>	<p>Query from the bidder - Bidders understanding is that if the Vendor fails to perform any other material obligation(s) under the contract and in the event of termination UIDAI shall pay vendor for goods delivered and services rendered till the date of termination. Kindly Confirm</p>	No change.

Replies to Clarifications sought – as on 22.01.18

			<p>ii) If the Vendor fails to perform any other obligation(s) under the contract.</p> <p>3. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar Goods including the efforts of the Purchaser for such arrangement. However, the Vendor shall continue performance of the Contract to the extent not terminated.</p>	<p>Query from the bidder - Bidders' understanding is that the bidder 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. Kindly confirm</p>	No change
28	3.17(4)	46	<p>Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.</p>	<p>Query from the bidder - Bidder requests modification: - Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country <u>shall be one of the proofs for</u> commencement and cessation of the above circumstances.</p>	No change
29	3.19	46	<p>1. The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of sixty days. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>2. The goods and services, for which vendor has placed the orders to OEM in pursuance of a Purchase order/Work order issued by purchaser before receipt of</p>	<p>Query from the bidder - Bidder understanding is that in the event of termination by UIDAI and notwithstanding anything contained to the contrary, the bidder shall be paid for all the goods delivered and services rendered up to the effective date of termination. Kindly confirm</p>	No change.

Replies to Clarifications sought – as on 22.01.18

			notice of termination, shall be purchased by the purchaser at the contract terms and prices and schedules mentioned.		
30	3.25	49	The Vendor shall be entirely responsible for all taxes, license fees etc., incurred until delivery of the contracted Goods/Services to the Purchaser. If there is any reduction/increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/vendor.	Query from the bidder - Bidder understanding is that UIDAI will pay any increase in Govt. Taxes as per actuals. Kindly confirm	No change
31	3.28(1)	50	The time and the date of delivery of the goods and services as specified in Section V of this RFP shall be deemed to be the essence of the contract and delivery must be completed as per delivery schedule as per schedule specified at clause 5.5.	Query from the bidder - Bidder requests modification: - Delivery must be completed as per delivery schedule as per schedule specified at clause 5.5.	No change
32	3.28(2)	50	The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the goods and services as specified in Section V of this RFP at the risk and cost of Contractor after giving due notice to the vendor even before completion of the contractual delivery schedule if it becomes apparent that vendor will not be able to fulfil the contractual obligations. In case the vendor fails to complete the supply of goods and services or a portion thereof within the contractual delivery schedule, the Purchaser has the right to purchase the goods and services or a portion thereof at the risk and cost of vendor.	Query from the bidder - Request UIDAI to kindly consider that that bidder 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. Query from the bidder - Request UIDAI to specify what other actions can be taken by UIDAI under the contract? If debar is included, we request UIDAI to delete this clause.	No change No change
33	3.28(3)	50	In the event of cancellation of the contract by Purchaser at the risk and cost of the vendor, the vendor shall be liable for any loss which the Purchaser may sustain on account of risk purchase but the vendor shall not be entitled to any gain on such purchase made against such default. The manner	Query from the bidder - Request UIDAI to include that the bidder 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. Also the bidder	No change

Replies to Clarifications sought – as on 22.01.18

			and method of such purchase shall be at the entire discretion of the Purchaser, whose decision will be final.	understanding is that UIDAI will follow the Open tender process to determine the cost. Kindly confirm.	
34	3.29	51	<p>The following fall clause will form part of the contract placed on successful Bidder:–</p> <p>a) The prices charged for services provided under this contract by the Bidder shall in no event exceed the lowest price at which the Bidder sells Services or offers to sell Services of identical description/similar buying circumstances to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract.</p> <p>b) If any time during the contract period the Bidder reduces the sale price, sells or offers to sell such Services to any person/organization including the purchaser or any department of State Govt. or Central Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to the purchaser and the price payable under the contract for the Services supplied after the date of coming</p>	<p>Query from the bidder – The price between two different requirements cannot be same as the buying conditions including scope of work, currency fluctuations and OEM discounts will vary as per scope. Request UIDAI to either delete this clause or include that this is applicable if all the buying conditions are same.</p>	No change

Replies to Clarifications sought – as on 22.01.18

			into force of such reduction or sale or offer to sell shall stand correspondingly reduced.		
35	3.30.1	51	Subject to Clause 3.30.2 below, the successful bidder/vendor (the "Indemnifying Party") undertakes to indemnify the Purchaser and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, willful default, lack of due care or breach of terms of this Agreement.	Query from the bidder - Bidder requests deletion of the clause.	No change
36	3.30.3 (iii)	53	Notwithstanding anything contained herein, the vendor and the Purchaser agree and covenant that a notice by the Purchaser to the vendor in relation to the claim as aforesaid shall amount to express acceptance and consent by the bidder to indemnify the Purchaser for all losses in relation to such claim.	Query from the bidder - Bidder requests deletion of the clause.	No change
37	3.30.4	53	If the vendor fails to take any action as per the above clause within the time period as specified therein, the Purchaser shall have the right, in its absolute discretion, to take such action as it may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any claim (including without limitation, making claims or counterclaims against third parties). If the vendor does not assume control of the defence of such claims (as mentioned above), the entire defence, negotiation or settlement of such claim by the Purchaser shall be deemed to have been	Query from the bidder - Request UIDAI to include that the bidder 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.	No change

Replies to Clarifications sought – as on 22.01.18

[illegible]

Replies to Clarifications sought – as on 22.01.18

			<p>1923.</p> <ul style="list-style-type: none"> ▪ Cause any loss or corruption of data <p>Vendor shall be responsible for ensuring that the infrastructure provides multiple levels, layers of security against any kind of snooping, break-in and that there are no Trojans, Viruses, Worms, Spywares or any malicious software, components or shipped software developed or deployed.</p>	undertaking from the OEM.	
40	4.1.1 (7, 10)	58-59	<p>7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to supply Gods/services as per these terms and conditions of the bid document.</p> <p>10. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.</p>	<p>Query from the bidder - Bidder requests modification: - We have carefully read, understood the terms & conditions specified in the bid. We do hereby undertake to supply Gods/services as per <u>the mutually agreed</u> terms and conditions of the bid document.</p> <p>Query from the bidder – 10. Delete</p>	<p>No change</p> <p>No change</p>
41	5.1 (2)	66	<p>The scope of work for this bid comprises of providing support during the contract period.</p>	<p>Query from the bidder – As per our understanding the Bidder only has to provide the License renewal of RedHat products, required support will be provided by the RedHat to the existing MSP. Request you to please clarify/elaborate the Bidder/Vendor scope of work.</p>	No change

Replies to Clarifications sought – as on 22.01.18

42	5.2	66	The successful bidder/Vendor shall have to provide following premium support along with update and support for 3 years.	Query from the bidder – Bidder understood the BoM given in the table is to supply the items & make avail the upgrades & updates available to UIDAI. Any changes/updates/upgrade at host level has to be carried out by MSP (Managed service provider)	No change. The bidder will not be required to carry out upgrades/updates at host level.
43	5.3 (4)	68	All the software licenses that the Bidder provides should be perpetual software licenses along with maintenance, upgrades and updates during the currency of the contract. The software licenses should not be restricted based on location and UIDAI should have the flexibility to use the software licenses for other requirements if required. The Bidder should provide the licensing policy for every software component along with the Technical Bid.	Query from the bidder - Bidder understood, while upgrade/updates are available to the customer as part of subscription renewal, but any upgrade/update on the servers will not be done by bidder. It has to be taken care by their MSP (Manage Service Provider).	No change. The bidder will not be required to carry out upgrades/updates at host level.
44	5.3 (2-3)	67	2. The Bidder should ensure that all the supporting software, accessories, sub-components required for the functionality and completeness for the Schedule of Requirements including but not limited to software licenses, tools, etc. should also be provisioned according to the requirements for successful installation. 3. The Bidder will have to make all provisions to meet the schedule of requirements at no additional cost and time implications to UIDAI. UIDAI will not be responsible if the Bidder has not provisioned some components, sub-components, as part of the bill of material in the Bid.	Query from the bidder - Bidder understanding is that this clause does not apply here as the scope of this bid is to renew the RHEL subscription. Kindly confirm Query from the bidder - Bidder cannot be made responsible, reason being MSP is responsible for managing the systems. We request you to please remove this clause.	No change No change
45	5.4.1(5)	67	All the personnel employed by the successful bidder/Vendor for this contract shall adhere to the security policy of UIDAI and should follow the policy of UIDAI in terms of software, configuration and services.	Query from the bidder - Bidder requests UIDAI to share all the policies which the bidder needs to comply. Query from the bidder - Please note that if there is a	No change No change

Replies to Clarifications sought – as on 22.01.18

				change in the policies which results in Bidder incurring additional cost, the same shall be reimbursed to bidder. Kindly confirm	
46	Appendix E	84	We also hereby agree that this NDA will be binding on us throughout the contract period and will survive the contract period in case we are selected as a successful bidder.	Query from the bidder - Bidder requests modification: - We also hereby agree that this NDA will be binding on us throughout the contract period in case we are selected as a successful bidder.	No change
47	---	---	---	Query from the bidder - Request UIDAI to include this clause – 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 performance is affected, delayed or causes non-performance due to Customer's omissions or actions whatsoever.	No change
48	---	---	---	Query from the bidder - Request UIDAI to include this clause – The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	No change
49	---	---	---	Query from the bidder - Request UIDAI to include this clause – 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	No change

Replies to Clarifications sought – as on 22.01.18

				of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer	
50	---	---	---	Query from the bidder - Request UIDAI to include this clause – Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that bidder shall have 15 days time to correct in case of any rejection by Customer.	No change
51	---	---	---	Query from the bidder - Request UIDAI to include this clause – No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to	No change

Replies to Clarifications sought – as on 22.01.18

				have accrued to the UIDAI.	
52	---	---	---	Query from the bidder - Request UIDAI to include this clause – Excluding a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Contractor to provide to UIDAI access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Contractor's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Contractor's profitability or other such financial data.	No change
53	---	---	---	Query from the bidder - Request UIDAI to include this clause – The bidder shall have the right to terminate the contract in the event any undisputed amount remains unpaid for a period exceeding 15 days.	No change