

Government of India
Ministry of Electronics & Information Technology (MeitY)
Unique Identification Authority of India
New Delhi

REQUEST FOR PROPOSAL



Replacement of Battery Banks at Data Centers of UIDAI

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1 SECTION I – INVITATION TO BID

1.1 Preamble

This invitation to bid is for “**Replacement of Battery Banks at Data Centers (DC) of UIDAI**” at Bengaluru and Manesar. The successful bidder will be required to arrange replacement of Battery Banks at the respective Data centres as per the scope of work mentioned in this RFP. The successful bidder shall also be required to buy back the existing Battery banks already installed at the Data Centres of UIDAI. The details of two captive Data Centers of UIDAI are as under:-

- i. **Manesar Data Center** – UIDAI Data Centre Complex, Sector M2, IMT Manesar, Gurugram, Haryana 122052
 - ii. **Bengaluru Data Center** - UIDAI Aadhaar Data Centre, Aadhaar Complex, 1st Main Rd, Nti Layout, Tatanagar, Kodigehalli, Bengaluru, Karnataka 560092
- a) Bidders are advised to study the Bid document carefully. Online submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Offers prepared in accordance with the procedures enumerated in Clause 2.2 should be submitted online only on CPP Portal: <https://eprocure.gov.in/eprocure/app> not later than the date and time mentioned on the CPP portal. Tenderer/Contractor are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
 - b) Manual bids shall not be accepted. Only the list of documents enlisted to be delivered to UIDAI office in sealed cover shall be accepted in physical form. Such documents should reach UIDAI's office (details mentioned in section 1.2) before the last date of bid submission.
 - c) Bidder, who has downloaded the bid document from UIDAI website www.uidai.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and bid securing declaration would be invoked and bidder is liable to be banned from doing business with UIDAI.
 - d) Intending bidders are advised to visit UIDAI website www.uidai.gov.in and CPP portal <https://eprocure.gov.in/eprocure/app> at least 2 days prior to the closing date of submission of tender for any corrigendum/addendum/amendment.
 - e) The detailed Scope of Work has been included in the RFP for selection of Bidder for “**Replacement of Battery Banks at Data Centers of UIDAI**”. The eligibility criteria for the bidders should be fulfilled for consideration of the bid.
 - f) Bids shall be submitted online only at CPP portal: <https://eprocure.gov.in/eprocure/app>.
 - g) This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. UIDAI reserves the right to withdraw RFP at any stage without assigning any reason.

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- h) The Purchaser shall not be responsible for non-submission of the Bid documents due to any reason whatsoever.

1.2 Important Information

a)	Name of the Purchaser	UIDAI acting through the Chief Executive Officer, Unique Identification Authority of India, Ministry of Electronics & Information Technology, 9 th Floor, UIDAI Headquarters, Bangla Sahib Road, Gole Market, New Delhi – 110001.
b)	Name of the Contact Person for any clarification	Sh. Deepak Kumar, Section Officer (Tech), Unique Identification Authority of India (UIDAI), 8 th Floor, UIDAI Headquarters, Bangla Sahib Road, Gole Market, New Delhi – 110001. Queries should be submitted via E-mail only E-mail – dk.sinha@uidai.net.in
c)	Date till which the response to the bid should be valid	180 days from the last date of submission of bid (Refer Clause 2.15)
d)	Method of Selection	Lowest Cost Selection (LCS) Method (Refer Clause 2.27)
e)	Availability of RFP Documents	Notice Inviting Tenders (NIT) and RFP would be available on Central Public Procurement Portal (URL: http://eprocure.gov.in/eprocure/app) and also on uidai.gov.in under Tender section.
f)	Bid Securing Declaration (BSD)	Bid Securing Declaration form as per Appendix C
g)	Submission of BSD (Physical hard copy submission)	Bidders shall submit BSD in a sealed envelope titled “BSD - RFP for Replacement of Battery Banks at Data Centres of UIDAI” to the address as mentioned in clause 1.2 (b) before the bid submission end date. Scanned copy of BSD also needs to be uploaded on e-procure portal. If the BSD is not received by the prescribed date and time, the Proposal submitted by the Bidder will be liable to be summarily rejected.
h)	Language of Bid Submission	Proposals should be submitted in English only (refer clause 2.8).
i)	Currency	Quoted price of the bidder and payment will be processed in INR only.

1.3 Checklist

Please check whether the documents mentioned in section 4.1.1 and section 4.2 have been enclosed in the respective covers, namely **Technical Bid** and **Commercial Bid**. All pages of the bids need to be

serially numbered before uploading and the relevant page number of the bid document is to be mentioned in the checklist.

2 SECTION II – INSTRUCTION TO BIDDER

2.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements of the RFP. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by UIDAI based on this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of UIDAI. Any notification of preferred bidder status by UIDAI shall not give rise to any enforceable rights by the Bidder. UIDAI, at its sole discretion, may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of UIDAI.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

2.2 Procedure for Online Submission of Bids

The tender shall be submitted Online only (complete in all respect) and must be uploaded on <https://eprocure.gov.in/eprocure/app> in two packets i.e. Technical Bid and Commercial Bid. Selection will be done as per Lowest Cost System (LCS) that is the responsive technically qualified proposal with the lowest evaluated cost shall be selected.

- a) The bid shall be submitted in the following manner:-

Online Documents to be uploaded on CPPP

Packet-1 having viz.,

- (i) Duly filled checklist in clause 4.1.1
- (ii) All documents scanned and uploaded as per checklist Clause 4.1.1

Packet-2 having viz.,

- (i) Duly Filled up schedule of price bid in the form of BOQ in MS excel format and uploaded online

Offline document to be submitted

- Ink-signed copy of Bid Securing Declaration on the letter head of the bidder duly signed and stamped by the authorised signatory must be submitted in sealed cover to the address mentioned in Clause 1.2 (b).
- b) This RFP process will be administered through the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). The Bidders are required to submit soft copies of their proposals electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, preparing their proposals in accordance with the

requirements defined in this RFP and submitting their proposals on the CPP Portal. More information for submitting the Bids online on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.

- c) The Bidders are required to enrol on the e-procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). Enrolment on the CPP Portal is free of charge. As part of the enrolment process, the Bidders will be required to choose a unique username and a password for their accounts. Upon enrolment, the Bidders will be required to register their valid digital signature certificate (Class II or Class III certificates with signing key usage) issued by any Certifying Authority recognized by the Controller of Certifying Authorities, India with their profile. Only one valid DSC should be registered by a Bidder. The DSC should be in the name of the person duly authorized by the Bidding entity to do all acts necessary for submitting the Proposal and execution of work under this RFP. The Bidders are responsible to ensure that only the authorised persons may use the DSCs. The Bidder then logs in to the site through the secured log-in process by entering the user ID / Password and the Password of the DSC / eToken.
- d) All pages of the Bid must be sequentially numbered and must contain list of contents with page numbers. Any deficiency in the documentation may result in rejection of the Bid. Bids submitted after the bid submission time, would be rejected. The Purchaser will not accept delivery of the Bid by fax/e-mail or any other electronic/non-electronic means other than uploading on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>).
- e) There are various search options available on the CPP Portal to facilitate the Bidders to search active RFPs by several parameters. These parameters include RFP ID, organization name, location, date, value etc. There is also an option for advanced search for active RFPs, wherein the Bidders may combine a number of search parameters such as organization name, location, date, etc. to search for an RFP published on the CPP portal. Once the Bidders have selected the RFP they are interested in, they may download the required documents / RFP schedules. These RFP documents can be moved to the respective "My Tenders" folder. This will enable the CPP Portal to intimate the Bidders through SMS / e-mail in case there is any Corrigendum issued to the RFP document. The Bidder should make note of the unique RFP ID assigned to each RFP, in case they want to obtain any clarification / help from the Helpdesk.
- f) The Bidder should consider any Corrigendum to this RFP document that may have been published before submitting their Bids.
- g) The Bidders are requested to go through the RFP details and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid. The Bid documents can generally be in the PDF/ XLS/ RAR formats. The Bid documents may be scanned with 100 dpi with black and white option.
- h) The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time will be as mentioned on the CPP portal. The Bidder will not be allowed to submit the Bid after the Bid submission time. The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in this RFP. The Bidder shall furnish, as part of its Bid, the Bid Securing Declaration (BSD) Form as mentioned.
- i) A standard BoQ format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their financial Bids in the format provided and no other format will be acceptable. The BoQ format for this RFP can be downloaded from the CPP Portal.
- j) All the documents being submitted by the Bidders will be encrypted using PKI encryption techniques to ensure the secrecy of data. The data entered cannot be viewed by unauthorised persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured socket layer 128-bit encryption technology. Data storage encryption for sensitive fields is done. The uploaded Bid documents become readable only after the Bid opening by authorized Bid openers.

- k) Upon successful and timely submission of Bids, the portal will give a successful Bid submission message and a bid summary will be displayed with the Bid number and the date and time of submission of the Bid with all other relevant details
- l) The Bidder is allowed to re-submit the Bid and related Bid documents before the last date of Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.
- m) The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.
- n) Any queries relating to this RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority and the relevant contact person indicated in this RFP. Any queries relating to the process of online Bid submission or queries relating to the CPP Portal in general may be directed to the 24*7 CPP Portal Helpdesk. The national toll-free number for the helpdesk is 18002337315.
- o) Bidders are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in clause 2.2(a) should be submitted online only through CPP portal: <https://eprocure.gov.in/eprocure/appnot> later than the date and time mentioned on the CPP portal.

2.3 Compliant Proposals/ Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - (i) Include all documentation specified in this RFP;
 - (ii) Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - (iii) Comply with all requirements as set out within this RFP.

2.4 Bid Securing Declaration Form (BSD)

Bidders are required to mandatorily submit the Bid Securing Declaration Form as per Appendix C of this RFP. Bids submitted without BSD may be summarily rejected. The bidder upon signing the BSD would in principal submit an acceptance to the facts that if it withdraws or modify their Bids during the period of validity, or if it is awarded the contract and it fails to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, the bidder will be debarred from being eligible to submit Bids for tenders with UIDAI.

2.5 Contents of the Bid Document

- a) The Schedule of Requirements of the Services required, bid procedures and contract terms are prescribed in the Bid Document. The Bid Document includes:
 - (i) Section I – Invitation to Bid;
 - (ii) Section II – Instructions to Bidders;
 - (iii) Section III- General Conditions of Contract;
 - (iv) Section IV – Contents of the Bid
 - a. Technical Bid

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- b. Commercial Bid
- (v) Section V- Scope of Work
- (vi) Section VI – Appendices
 - a. Contract Form (Appendix-A)
 - b. Performance Bank Guarantee form (Appendix-B)
 - c. Bid Securing Declaration Form (Appendix-C)
 - d. Non Disclosure Agreement (Appendix-D)
 - e. Manufacturer’s Authorization Form (Appendix – E)
 - f. Compliance to Functional and Technical Specifications (Appendix – F)
 - g. Requisition of Forms (Appendix-G)
- b) The Bidder is expected to examine complete bid document including all instructions, forms, general terms & conditions, and Schedule of requirements in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder’s risk and may result in the rejection of the Bid.
- c) The RFP, all the corrigendum, Notification of Award/Letter of Intent, Acceptance of award by successful bidder and any other communication issued from publication of RFP and before signing of agreement will be deemed as part of contract agreement.
- d) The Manufacturer’s Authorization Form is to be submitted for the respective Original Equipment Manufacturer (OEM) for which the bidder intends to supply the Battery Banks in this RFP.

2.6 Clarification of Bid Document and Pre-bid Meeting

- a) A prospective Bidder requiring any clarification of the Bid Document may notify UIDAI on the procurement portal AND in writing at the UIDAI’s mailing address indicated in Clause 1.2(b) of Section-I. The queries must be submitted in Microsoft Excel format as follows:

Name of Bidder:					
Sr. No	Section No.	Clause No.	Page number in Section	Existing Provision in the Clause	Clarification Sought

- b) UIDAI will respond, to request for clarifications of the Bid Document as per format specified in clause 2.6 only, received not later than the date prescribed by UIDAI.
- c) UIDAI shall hold a pre-bid meeting with the prospective bidders on date and time as prescribed by UIDAI on CPP portal.
- d) In case, pre-bid meeting could not be held due to present situation of Covid-19, a meeting over VC with the prospective bidders will be held on the date and time of pre-bid meeting. For this, at least one day in advance from the day of scheduled Pre-bid Meeting, all the prospective bidders shall forward the details viz. name and e-mail ids of the representative concerned who will attend the Pre-bid Meeting over VC on the e-mail id mentioned in clause 1.2 (b).
- e) In case of any discrepancy in the queries received on the CPP portal and in writing form, the queries received on the CPP portal shall supersede.

2.7 Amendment to the Bid Document and Responses to Pre-Bid Queries

- a) At any time prior to the last time and date for submission of bids, UIDAI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- b) The amendment will be notified by UIDAI and will be binding on all bidders.
- c) In order to provide prospective Bidder reasonable time in which to take the amendment into account in preparing their bids, UIDAI may, at its discretion, extend the last date for the submission of Bids.
- d) The Corrigendum (if any) & clarifications to the queries from all bidders will be uploaded on CPP portal.

2.8 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and UIDAI, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

2.9 Documents Comprising the Bids

The Bids prepared by the Bidder shall comprise of the following components:

- a) The Technical Bid
- b) The Commercial Bid

2.10 Bid Prices

- a) For commercial bid evaluation, the cost mentioned in “Commercial bid” i.e., Bill of Quantity (BoQ) Excel, submitted on CPP portal, shall only be considered.
- b) The unit price quoted in the BoQ will be used to calculate charges for ‘change orders’, if any. The unit prices shall be used only for items where payout is mentioned to be on actual. The unit price would not be applicable for circumstances where in the bidder has to supply or provide goods/ services at no extra cost to UIDAI.
- c) In the absence of any information, as requested above, a bid may be considered incomplete and summarily rejected.
- d) The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the study of the bill of material in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document in entirety.

2.11 Firm Prices

- a) Prices quoted shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices as per Clause 4.2. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- b) The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out.

2.12 Discount

The Bidders are advised not to indicate any separate discount. Unconditional Discounts, if any, should be merged with the quoted prices. Discount of such type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, UIDAI shall avail such discount at the time of award of contract.

2.13 Bidder Authorized Signatory

- a) The individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:
 - I. Constituted Attorney of the company, or
 - II. Duly Authorized Representative/Signatory of the company, in which case he/she shall submit a certificate of authority as Power of Attorney or Board Resolution on behalf of the company.
- b) The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued. Each bid shall be signed by a duly authorized signatory executed under seal.
- c) The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder.
- d) The power of attorney or Board resolution of the firm as proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. UIDAI may out rightly reject any bid not supported by adequate proof of the signatory's authority.

2.14 Bidder Qualification Criteria

- a) Pages of the bid that are expected to be submitted on the bidder's OR bidder's partner's letter head (such as self-declarations, CA/ CS certificates, MAF from OEMs etc.) shall be authorised company-signed and stamped and should contain the date and place where the document was signed and stamped and should be on the letter head of the appropriate entity.
- b) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be signed by the person or persons signing the bid.
- c) The relevant sections shall be highlighted in the document attached.

#	Parameter	Qualification criteria Description	Evidence required
(i)	Document	Bid Securing Declaration (BSD)	Bid Securing Declaration Form as per Appendix C.
(ii)	Legal Entity/Registration of Company	<p>Bidder shall be</p> <ul style="list-style-type: none"> A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto; <p>Or</p> <ul style="list-style-type: none"> A partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their registered office in India. In operation in India for at least the last five years from the last date of Bid 	Copy of Certificate of Incorporation to showcase evidence for being a Company/ Partnership

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#	Parameter	Qualification criteria Description	Evidence required
		submission	
(iii)	Registration Certificates	The Bidder must have a valid GSTN registration	Copy of GSTN Certificate
(iv)	Debarment	The bidder should not be debarred from carrying out business with UIDAI or the Ministry of Electronics & IT (MeitY) or any Central or State Government entity at the time of the submission of the bid. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder.	Undertaking to this effect on company's letter head signed by company's authorized signatory.
(v)	Manufacturer Authorization form from OEM	Bidder shall have strong and formal partnership with OEMs whose equipment is to be supplied.	Manufacturer Authorization form from proposed OEM (whose equipment are proposed) in the format specified in Appendix E.
(vi)	Bidder's and OEM's Support Office	The bidder and proposed OEMs should have at least one support office each in Delhi/NCR and Bengaluru	<p>Self-declaration, duly signed by the authorized signatory, to prove that the bidder and the proposed OEM are having support office in Delhi NCR and in Bengaluru.</p> <p>The self-declaration should be on letter head of bidder given by the Authorized Signatory clearly mentioning full address of the support offices in Delhi NCR and Bengaluru and number of people employed in each support office for bidder and OEM.</p>
(vii)	Bidder Turnover	The Bidder must have an annual average turnover of INR 50 Crores during the last 3 financial years ending 31 st March 2019 (2016-17, 2017-18 & 2018-19).	<p>Copy of duly Audited Balance Sheets of respective financial years is to be enclosed.</p> <p>Refer Clause 4.1.4 FORM TECH-4 (financial information-bidder) and please provide suitable details.</p>
(viii)	Bidder experience in supply of IT Hardware	Bidder shall have proven experience of execution and completion of "supply, installation, commissioning and	a) Copy of PO/WO and Completion Certificate from Client clearly mentioning the scope and cost of the

#	Parameter	Qualification criteria Description	Evidence required
		<p>maintenance of IT hardware from any of the following viz. UPS, Battery Banks, Batteries, Servers, Storages, Networking equipments” in Central Govt. /State Govt./ PSUs / Autonomous Bodies/ Private Enterprise in last 7 years ending on last date of previous month of closing date of bid submission, of at least</p> <p>a) One project costing not less than the amount equal to ₹7.00Cr; Or</p> <p>b) Two projects each costing not less than the amount equal to ₹5.00Cr; Or</p> <p>c) Three projects each costing not less than the amount equal to ₹3.00 Cr.</p>	<p>project.</p> <p>Note: In case of integrated works having IT hardware, company’s statutory auditor/ Company Secretary/ Company auditor shall provide the cost/details of IT hardware components from any of the following viz. UPS, Battery Banks, Batteries, Servers, Storages, Networking equipments” only in the WOs/POs being attached, duly attested by company’s authorized signatory.</p> <p>b) For projects under Non-Disclosure Agreement with the client, bidder shall submit a declaration to this regard and from Statutory Auditor/ Company Secretary/ Company auditor’s certificate stating the financial value of the contract/project under NDA and out of which the financial value of supply, installation, commissioning and maintenance of IT hardware from any of the following viz. only viz. UPS, Battery Banks, Batteries, Servers, Storages, Networking equipments”</p> <p>Refer Clause 4.1.5 FORM TECH-5 (experience) and please provide suitable details.</p>

2.15 Period of Validity of Bids

- Bids shall remain valid for **180 days** from the last date of submission of bids. A bid valid for a shorter period may be rejected by UIDAI as non-responsive.
- In exceptional circumstances, UIDAI may ask the Bidder to extend the validity of the Bid. The validity of bid security provided under Clause 2.4 shall also be suitably extended. However, the Bidder will not be permitted to modify its bid.

2.16 Format and Signing of Bid

- Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate as per clause 2.13 of RFP must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of the company.
- Bids not complying to point (a) of section 2.14 shall not be accepted.

- c) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.
- d) All pages of the bid being submitted must be legible and sequentially numbered by the bidder irrespective of the nature of the content of the documents before uploading. Ambiguous bids shall be out rightly rejected.

2.17 Revelation of Prices

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

2.18 Terms and Conditions of Bidders

- a) Terms and conditions of the Bidders will not be considered as forming part of their Bids.
- b) 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 the successful bidder, 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/NoA.

2.19 Local Conditions

- a) It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.
- b) It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. UIDAI shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c) It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by UIDAI and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by UIDAI on account of failure of the Bidder to appraise themselves of local laws/condition.

2.20 Headings

Headings of conditions hereto shall not affect the construction thereof.

2.21 Last Date of Submission of Bid

- a) Bids will be uploaded on the portal not later than the time and date specified on the CPP portal. After the prescribed time, the option for uploading of documents will not be there on the portal.
- b) UIDAI at its discretion may extend the last date for the submission of bids, by amending the Bid Document, in which case all rights and obligations of UIDAI and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

2.22 Modification and Withdrawal of Bids

- a) The Bidder may modify or withdraw its bid after the Bids' submission on the portal till last date of submission.
- b) No option will be there to modify the bid subsequent to the last date and time for submission of bids.

- c) No submitted bid may be withdrawn after the last date and time of bid submission and till the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval shall result in the invoking of Bidder's BSD.

2.23 Address for Correspondence

All correspondence by UIDAI shall be made to the details provided in the clause 4.1.3 of the bid document.

2.24 Opening of Bids by UIDAI

UIDAI will open the Bids at the time, date and place, as mentioned on the CPP portal.

2.25 Clarification

When deemed necessary, UIDAI may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or value quoted.

2.26 Contacting the UIDAI

- a) No Bidder shall contact UIDAI to influence the bidding process or on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.
- b) Any effort by a Bidder to influence the Bid evaluation, bid comparison or Contract award decisions of UIDAI may result in the rejection of the Bidder's Bid.

2.27 Procedure for Evaluation of Bids

- a) Lowest cost system (LCS) will be used for the selection of Bidder. The evaluation will be done in 2 phases by the Evaluation Committees setup by UIDAI.
- b) To meet the requirements of UIDAI, as spelt out in the Bid Document, the successful bidder must have the requisite, the technical know-how, and the financial wherewithal that would be required to provide the Services sought by UIDAI, for the entire period of the contract. The evaluation process of the Bid proposed to be adopted by UIDAI is indicated below so as to provide the Bidders an idea of the evaluation process that UIDAI may adopt. Any time during the process of evaluation UIDAI may seek specific clarifications from any or all Bidders.
- c) UIDAI will constitute Evaluation Committee(s) to evaluate the responses of the bidders. The Proposal Evaluation Committee constituted by the UIDAI shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

2.27.1 Technical Evaluation

Phase I: Evaluation of Technical Bids. A detailed technical evaluation of bid will be carried out by the duly constituted committee of UIDAI of details mentioned in clause 2.13, 2.14 and in clause 4.1.1. In this phase, the Technical Bids will be reviewed for compliance of the Bid requirements with reference to the responses to the eligibility requirements in the RFP. Technical Bids which meet the criteria will be eligible for consideration in the subsequent rounds. If required, UIDAI may seek specific clarifications from any or all Bidder(s) at this stage. UIDAI shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s). Evaluation Committee while evaluating the Technical Proposals will have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation.

2.27.2 Commercial Evaluation

Phase II: Evaluation of Commercial Bids. In this phase, the Commercial Bids of the Bidders, who are technically qualified in Phase-I shall be opened. The Financial Proposal shall be prepared by the bidder using the BOQ Excel file to be uploaded on CPP portal. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.

UIDAI will award the Contract to the successful Bidder whose bid has been determined to be technically qualified and achieving the Lowest Commercial Value (LCV). The LCV, for the purpose of commercial evaluation, i.e. the sum of all line items (mandatory scope of work i.e. cost of battery banks with 2 yrs warranty and optional scope of work i.e. comprehensive AMC for 3 yrs) MINUS the amount quoted for Buy-Back in the BoQ Excel. UIDAI will however not bind itself to accept the lowest evaluated bid or any bid and reserves the right to accept or reject any bid.

2.28 Rejection Criteria

- a) **Technical Rejection Criteria:** The following vital technical conditions should be strictly complied with, failing which the bid will be rejected:
- (i) Only the Bidders who quote for the complete Scope of Work and provision of Services as indicated in this Bid Document, addendum thereof (if any) and any subsequent information given to the Bidder shall be considered. Incomplete bids will be rejected out rightly.
 - (ii) The Bidder shall be deemed to have complied with all clauses in the Bid document under all the sections of the Bidding document, including Bid Evaluation Criteria, Schedule of Requirements, Timelines and General Terms and Conditions of Contract. Evaluation will be carried out on the information available in the bid.
 - (iii) If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process the bid will be rejected and BSD will be invoked.
 - (iv) Any breach of confidentiality clause.
 - (v) Offers made without BSD.
- b) **Commercial Rejection Criteria:** The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.
- (i) Any commercial quote, if found in any part of the bid other than commercial bid, will lead to disqualification of bidder and the bid shall be rejected outright.
 - (ii) Offers of following kinds will be rejected:
 - A. Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening of bid.
 - B. Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
 - C. Offers which do not conform to price bid format as mentioned in the RFP.
 - D. Offers which do not confirm to the completion period indicated in the bid.
 - (iii) Total lump sum price quoted by the Bidder must be inclusive of all taxes, levies, duties etc. including excise duty and GST, sales tax etc.
 - (iv) AMC cost quoted by the bidder cannot be (0) zero.

2.29 Right of UIDAI to Vary Scope of Contract at the time of Award

- a) UIDAI reserves the right to make changes within the scope of the Contract as per Clause 3.14. UIDAI, at its sole discretion may add additional items in the scope of work for an amount less than or equal to 50% of the Total Contract Value.

- b) UIDAI shall reserve the right, not to purchase all or partial services quoted by the bidder in this invitation to bid.

2.30 UIDAI's Right to Accept Any Bid or to Reject Any or All Bids

UIDAI reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders any obligation to inform the affected Bidder or Bidders of the grounds for the action of UIDAI.

2.31 Post Qualification

- a) UIDAI will determine to its satisfaction whether the Bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the Contract.
- b) This determination will consider the Bidder's financial, technical, implementation and post-implementation capabilities. It will be based upon an examination of the documentary evidence submitted by the Bidder as well as such other information as UIDAI deems necessary and appropriate.
- c) An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event UIDAI will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

2.32 Notification of Award

- a) UIDAI will notify through Notification of Award (NOA) the successful Bidder in writing by letter or by email, to be confirmed by the bidder in writing by letter or by email, that its bid has been accepted. The bidder has to render his acceptance of notification of this award within **07 calendar days** of issue of this NOA.
- b) The acceptance of Notification of Award by the bidder will constitute the formation of the Contract.
- c) In case of failure to submit the acceptance of notification of this award in the prescribed time limit, UIDAI may invoke the BSD as per section 2.4.

2.33 Signing of Contract

The successful Bidder shall sign the Contract (**Appendix-A of Section VI** provided in the Bid Document, incorporating all agreements between the parties) and submit it to UIDAI within **21 calendar days** from the date of issue of Notification of Award. In case of failure to sign the contract, the UIDAI may invoke the BSD as per section 2.4.

2.34 Performance Bank Guarantee (PBG)

- a) The successful Bidder shall furnish the performance bank guarantee within **21 calendar days** from the date of issue of Notification of Award in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at **Appendix-B Section-VI**.
- b) Failure of the successful Bidder to comply with the requirement of Clause 2.31, 2.32 & 2.33 shall constitute enough grounds for the annulment of the award and invoking of the BSD held as bid security.
- c) Performance Bank Guarantee **equals to 10% of Total Contract Value (Total cost of equipments inclusive of taxes - buy back cost)** shall be valid for **T₀+26 months** will be required to be submitted by the successful bidder. The validity of the PBG will be with respect to T₀, where T₀ is the date of signing of the contract.
- d) In case the contract is extended due to any delay, for instance a delay, the bidder should extend the validity of the PBG for 2 months beyond the last date of the extended contract duration.

- e) In case the contract is extended by UIDAI, the successful bidder shall have to submit a fresh Performance Bank Guarantees with amount equal to 10% of “Total Amount for the Extended Period” and should valid up to 2 months beyond the last date of the extended contract duration.
- f) PBG shall be invoked by UIDAI in the event the successful bidder:
 - A. Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of UIDAI,
 - B. Misrepresentations of facts/information submitted to UIDAI.
- g) The performance bank guarantee may be discharged/returned by UIDAI upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- h) 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 indicating the contractual obligation(s) for which the bidder is in default.
- i) UIDAI shall also be entitled to make recoveries from the bidder’s bills, performance bank guarantee, or from any other amount due to it, an equivalent value of any payment made to it due to inadvertence, error, collusion, misconstruction or misstatement.
- j) On satisfactory performance and completion of the order in all respects and duly certified to this effect by Project Coordinator of UIDAI, Contract Completion Certificate will be issued and the PBG will be returned to the Bidder, after 60 days of completion of all contractual obligations.

2.35 Confidentiality of the Document

- a) 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.
- b) UIDAI may ask the successful bidder to additionally submit an NDA, if required.

2.36 Fraud and Corruption

It is required that Bidders participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of contract. The Purchaser:

- a) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the Evaluation Committee, in the selection process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

- b) Will reject a proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

3 SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

- a) **"UIDAI"** means the Unique Identification Authority of India.
- b) **"Purchaser"** means the Unique Identification Authority of India acting through CEO or any other representative authorized by the Unique Identification Authority of India.
- c) The **"Contract"** means the agreement entered into between the Purchaser and the Vendor as recorded in the Contract Agreement signed by the Purchaser and the Vendor, including all attachments and annexes thereto and all documents incorporated by reference therein.
- d) The **"Vendor"** means the person or the firm or the company with whom the order of or the Procurement of the Goods/Services is placed and shall be deemed to include the Vendor's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
- e) **"The Goods"** mean all of the equipment, hardware, machinery, accessories and/or other material which the Vendor is required to supply to the Purchaser under the Contract;
- f) **"Service"** means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, configuration, testing, acceptance, warranty and post warranty maintenance and support, provision of technical assistance, training and other obligations of the Vendor covered under the Contract;
- g) **"Supply"** means once the purchaser issues a Purchase Order, the bidder has to supply the equipment within stipulated time.
- h) **"Delivery"** includes logistics, tracking and physical delivery of goods at purchaser premise (up to the equipment handling room-EHR) and handing over the sealed boxes to purchaser representatives. Delivery will be validated as number of boxes delivered against invoices. Delivery Challan needs to be signed by Purchaser/Authorized representatives. Extent of damage to the boxes will be also scrutinized and informed to the vendor.
- i) **"Installation"** includes unpacking and movement of goods to the proposed location in Data Centre.
- j) **"Commissioning"** includes installation of operating systems in respective components and power-on, basic hygiene tests, setup and tuning as per purchaser requirements. Purchaser reserves the right to inspect the installation and the bidder has to obtain the installation note duly signed by purchaser or its representative to claim the successful commissioning of the component.
- k) **"OEM"** means the Original Equipment Manufacturer of any equipment / battery banks/batteries/ product.
- l) **"MSP"** means Managed Service Provider
- m) **"MSAP" means Managed Services Application Provider**
- n) **"MSIP" means Managed Services Infrastructure Provider**
- o) **"BSP" means Biometric Service Providers**
- p) **"DCMA"** means Data Center Maintenance Agency
- q) **"Appendix"**: means an Appendix attached to this Contract/Agreement and made a part hereof.
- r) **"Force Majeure"**: means events that find mention/ have been described as per the terms of Clause 3.37.
- s) **"Total Contract Value"** means the total cost quoted by the bidder for supply, installation, commissioning and of all Battery Banks for 02 years warranty minus buy back cost.
- t) **"Calendar Day"** means any day of the Calendar Month.
- a) **"Working Day"** means days of the calendar month excluding Sundays or designated government holidays i.e. gazetted holidays.

3.2 Interpretation

In this Contract unless the context otherwise requires:

- a) The headings of the Sections, Clause, Appendices, Schedules, Attachments and Annexure in the Contract are inserted for convenient reference only and shall not affect the meaning and/ or interpretation of this Contract;
- b) Unless otherwise specified a reference to a clause number is a reference to all its sub-clauses;
- c) A reference to the singular includes the plural and vice-versa;
- d) A reference to a gender shall include any other gender;
- e) The word “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- f) Unless categorically specified, reference to a Section, Clause, sub-clause, Appendix, Schedule, Attachment or Annexure shall be to a Section, Clause, Sub-clause, Appendix, Schedule, Attachment or Annexure of this Contract, including any amendments or modifications to the same from time to time;
- g) All Appendices, Schedules, Annexure and Attachments form an integral part of this Contract/ Agreement. In an event of conflict between any provision of the Clause and any provision of the Appendix, Schedule, Attachment or Annexure, the provision of the Clause shall prevail;
- h) A reference to a person includes a partnership and a body corporate;
- i) A reference to any legislation/ regulation having force of law includes legislation/ regulation time to time repealing, replacing, modifying, supplementing or amending that legislation;
- j) Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- k) In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms of this Contract shall prevail.
- l) Any reference to time shall, except where the context otherwise requires and specifies, be construed as a reference to the time in India. Any reference to the Calendar shall be construed as reference to the Gregorian calendar.
- m) Unless the context otherwise requires, any period of time referred to shall be deemed to expire at the end of the last day of such period;
- n) All references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, modified, substituted, assigned or renovated from time to time.
- o) If the Contract / Service Specification include more than one document then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.

3.3 Conditions Precedent

- a) This Contract is subject to the fulfilment of the following conditions precedent to be satisfied by the Bidder.
 - (i) Furnishing by the bidder, an unconditional, irrevocable and continuing Bank Guarantee towards contract performance as per Clause 2.34.
 - (ii) Obtaining of all statutory and other approvals required for the performance of the Services under this Contract from time to time. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract e.g. clearances from Government authorities for importing equipment, exemption of Tax/ Duties/ Levies, work permits/ clearances for bidder/ its sub-contractor(s)
 - (iii) Where the designated bidder is a subsidiary of a company or a member of a group of companies or is a joint venture company or is special purpose vehicle (SPV) [formed to execute the obligations under this Contract] and where the Purchaser may specify (on account of the bidder's failure to fulfil all selection criteria specified in the Tender), the parent or flagship company/

majority shareholder of such bidder having furnished an unconditional, irrevocable and continuing guarantees of an amount as per Clause 2.34 on behalf of the bidder in a form and manner acceptable to the Purchaser which would remain valid until such time, beyond the term of the Contract, as may be stipulated by the Purchaser.

- (iv) Furnishing of such other documents as the Purchaser may specify/ demand
- b) The Purchaser reserves the right to waive any or all of the conditions specified in Clause 3.3 above in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have.

3.4 Scope of Work

- a) Scope of Work shall be as defined and specified in Section V of this RFP.
- b) The Bidder is required to provide services and support as the Purchaser may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender and are deemed necessary by the Purchaser, in order to meet its business requirements (hereinafter 'scope of work').

3.5 Key Performance Measurements

Unless specified by the Purchaser to the contrary, the bidder shall perform the Services and carry out the obligations & scope of work in accordance with the terms of the Tender, Scope of Work and the Service Specifications as laid down under Service Level Agreement to General Conditions of Contract.

3.6 Commencement and Progress

- a) The bidder shall subject to the fulfilment of the conditions precedent set out in Clause 3.3 above, commence the performance of its obligations in a manner as specified in the (Section V) Scope of Work and Service Specifications.
- b) The bidder shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- c) The bidder shall be responsible for and shall ensure that all activities / services are performed in accordance with the Tender, Scope of Work and Service Specifications and that the bidder's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.

3.7 Standards

- a) The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution.
- b) The Vendor shall ensure that the Goods supplied under the Contract against all purchase orders are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials without any additional cost to the Purchaser.

3.8 Bidder's Obligation

- a) The bidder shall be the sole point of contact for all matters relating to the Tender/ this Contract.
- b) It will be the bidder's responsibility to ensure the proper and successful maintenance of battery banks supplied under the contract for the complete validity of the contract.

3.9 Contract Administration

- a) No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.
- b) Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:
 - (i) Exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and
 - (ii) Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- c) The bidder along with its sub-contractors shall be bound by all undertakings and representations made by the authorized representative of the bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.

For the purpose of execution or performance of the obligations under this Contract, the Purchaser's representative would act as an interface with the nominated representative of the bidder. The bidder shall comply with any instructions that are given by the Purchaser's representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.

3.10 Purchaser's Obligation

- a) The Purchaser shall ensure that timely approval is provided to the bidder as and when required, which may include any document necessary in fulfilment of this contract.
- b) The Purchaser's Representative shall interface with the bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.
- c) Purchaser, on bidder's request, may provide particulars/information/documentation that may be required by the bidder for providing services covered under this contract and for which the bidder may have to coordinate with respective vendors.

3.11 Payments

- a) Purchaser shall make payments to the bidder only at the times and in the manner set out in the Payment schedule as specified in Clause 3.11.1 subject to the fulfilment of the bidder's obligations herein. Purchaser will make all efforts to make payments to the bidder within 30 days of receipt of full and complete invoice(s) (ready for payment) along with all necessary supporting documents.
- b) Purchaser shall make all payments under this Contract, as set out in the Payment clause to the bidder only and shall not be liable to make any payments or for any other related obligation under this contract to any other party including but not limited to the bidder's sub-contractor(s) / vendors or any other member of bidder's Team or any sub- contractor(s) / third party engaged by the bidder in any way connected with the discharge of the bidder's obligation under the Contract and in any manner whatsoever. The bidder shall be fully liable and responsible for meeting all such obligations and all payments to be made to the aforesaid entities/parties.
- c) All payments agreed to be made by Purchaser to the bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and Purchaser shall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services. In case of change in taxes under change in law during the period of contract, appropriate parties shall pass the impact/ benefit / burden, if any, of the same to the other party.

- d) In the event of Purchaser noticing at any time that any amount has been disbursed wrongly to the bidder or any other amount is due from the bidder to the Purchaser, the Purchaser may without prejudice to its rights recover such amounts by other means after notifying the bidder or deduct such amount from any payment falling due to the bidder. The details of such recovery, if any, will be intimated to the bidder. The bidder shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Purchaser or the bidder.
- e) Deductions:
 - (i) Purchaser shall be at liberty to deduct such amounts from the invoices raised by the bidder as calculated by application of the provisions for liquidated damages as specified in Service Level Agreements.
 - (ii) All payments to the bidder shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, the bidder is liable, the same shall be deducted by Purchaser from any dues to the bidder. All payments to the bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Purchaser to the bidder on chargeable basis.

3.11.1 Payment Schedule

Payment will be made as per the following schedule:-

- a) **Delivery of Battery Banks at DC** : 70% of Total Contract Value shall be paid.
- b) **Installation & Commissioning & Successful handover/Acceptance of Battery Banks by UIDAI or UIDAI Designated Agency** : 20% of Total Contract Value shall be paid,
- c) **Balance 10%** will be released in 08 equal quarterly instalments in two years from the date of commencement of warranty. The payment will be released upon completion of each applicable quarter and submission of respective SLA reports approved by nodal officer of UIDAI or its designated agency.
- d) **For AMC period (if extended)**: The total annual maintenance charges quoted by the bidder in the BoQ shall be divided by three to get the AMC charges of each year for three years. The same would be paid in 4 Nos. of equal quarterly instalments after completion of each quarter of the AMC period.

3.12 Period of Contract

- a) This contract for *“Replacement of Battery Banks at Data Centers of UIDAI”* shall start from date of acceptance of Notification of award by bidder and shall last till completion of 2 years of warranty, which will commence from the date of successful handover or Acceptance of Battery banks to / by UIDAI or UIDAI designated agency. The contract, however, can be further extended for 03 (three) years on yearly basis, at the sole discretion of the Purchaser. In the extended period, the AMC cost quoted by the bidders will be paid to the bidder in equal quarterly instalments.
- b) Notwithstanding the provision of clauses mentioned above, the period of Contract shall be valid subject to the satisfaction of the Purchaser.

3.12.1 Warranty

- a) The Vendor warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Vendor further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Vendor, that may develop under

normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- b) This warranty shall remain valid, for 2 Years (24 months) in respect of all Battery Banks, or any portion thereof as the case may be, which have been delivered and commissioned to the final destination indicated and accepted as part of the scope of this bid. The warranty period shall commence from the date of hand over/acceptance of the same by the UIDAI or UIDAI designated agency. Note: This clause supersedes all other clauses in RFP, in case of any contradiction.
- c) The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.
- d) Upon receipt of such notice, the Vendor shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.
- e) If the Vendor, having been notified, fails to remedy the defect(s) within a period defined, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract. In case vendor cease to discharge its dues or intermittent the termination of contract, the OEM needs to ensure the continuation of warranty / comprehensive AMC for the remaining duration i.e. till end of 5 years from the date of hand over / acceptance ***through appropriate alternate arrangement(s)/ through their support mechanism in India.*** However, payments for the remaining duration will be released as per schedule and values mentioned in the contract to the vendor / contractor with whom OEM provide the ***appropriate alternate arrangement(s)/ through our support mechanism in India.*** *This is based on the undertaking given by the OEM in the form of MAF (Appendix E, Clause 6.5, Section VI) for the ibid RFP document.*

3.12.2 AMC

- a) The Purchaser prior to expiry of warranty will notify the successful bidder 30 days in advance towards the requirement of AMC of Battery Banks by the purchaser. Post warranty, comprehensive AMC period will commence and the same will be extended on yearly basis for further 03 years, at the sole discretion of the Purchaser. The total annual maintenance charges of that year would be paid in 4 Nos. of equal quarterly instalments after completion of each quarter of the AMC period.
- b) However, the AMC period can be terminated at any given time by giving 90 days notice to the bidder. Payment due if any, in this regard shall be paid proportionately to the bidder.

3.13 Currency of Payment

Payment shall be made in Indian Rupees only.

3.14 Change Orders

- a) The Purchaser may at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:
 - i. drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; or
 - iv. the Services to be provided by the Vendor.
- b) If any such change causes an increase or decrease in the value, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or delivery schedule, or both, and the

Contract shall accordingly be amended.

- c) UIDAI reserves the right to increase the quantity within the Contract Period, of upto 50% of the Quantity. UIDAI may also decrease the quantity at its sole discretion. In case of any increase / decrease in quantities of any equipment, unit rate for equipment indicated in the contract will be applicable.

3.15 Contract Amendment

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

3.16 Assignment

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.

3.17 Sub-Contracts

No sub-contracting of the work either in full or part is allowed.

3.18 Delay in vendor's performance

- a) 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 5.7.
- b) An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.
- c) If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the goods and performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the parties. If the vendor request to delay the delivery of goods and performance of services is not found acceptable to the purchaser, Clause 3.21 would be invoked.

3.19 Delivery and Documents

Delivery of the Goods and services shall be made by the Vendor in accordance with the terms specified by the Purchaser in this RFP.

3.20 Liquidated Damages

- a) If the successful bidder/vendor fails to deliver, install and/or commission any or all of the Goods or to perform the Services within the time period(s) specified in the RFP, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the contract value, as liquidated damages, an amount as mentioned in clause 5.6. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.21.
- b) During the warranty and AMC period, if the successful bidder/Vendor fails to provide replacement, repair or rectify the faulty Hardware/equipment supplied by vendor within the duration specified in clause 5.6 and the

target timelines specified in clause 5.7 from the date and time of reporting, Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Value, as liquidated damages, a sum mentioned in clause 5.6. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.21.

- c) The overall liquidated damages will be maximum of 10% of the Total Contract value. However, during the warranty and AMC period, the maximum liquidated damages that can be deducted, due to non compliance of SLAs, can go upto 20% of Quarterly Invoice Claim value.
- d) Liquidated Damages shall be calculated on Battery Bank level and not at the Cell level.
- e) If the liquidated damages amount of any quarter is more than the quarterly bill due to the vendor, amount will be deducted from the subsequent quarterly bills. However, if the liquidated damages amount is not recoverable from the pending dues to the vendor, in that case, same shall be recovered by encashment of the PBG, if required.

3.21 Termination of Default

- a) Purchaser shall provide notice of thirty (30) days to meet the services.
- b) 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 3.18;
 - OR
 - ii. If the Vendor fails to perform any other obligation(s) under the contract.
- c) 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.

3.22 Dispute Resolution

- a) During the subsistence of this Contract or thereafter, in the event of any dispute, claim, question, or disagreement arising out of or in relation to this contract, disputes between the Parties shall include, without limitation of the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the parties shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, shall endeavour to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives to the other Party a thirty (30) days' notice in writing, to refer the dispute to arbitration.
- b) The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- c) The Arbitration proceedings shall be held at Delhi, India.
- d) The Arbitration proceeding shall be governed by the substantive laws of India.
- e) The proceedings of Arbitration shall be in English language.
- f) All disputes and/ or differences remaining unresolved after endeavours under Clause 3.22(a) failed shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third

Arbitrator, who will be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.

- g) In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/ Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the Delhi High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.
- h) The Arbitrator on behalf of the Purchaser shall be the CEO of UIDAI.
- i) If any of the Arbitrators so appointed expires/ resigns/ is incapacitated or withdraws for any reason whatsoever from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- j) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration in its notice, at the time of invocation of arbitration and not thereafter.
- k) It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- l) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- m) The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- n) Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
- o) Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s)/ arbitration (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

3.23 Governing Language

- a) This contract shall be written in English only.
- b) All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English.

3.24 Applicable Laws

The Contract shall be governed by and construed in accordance with the laws of India.

3.25 Notices

- a) Any notice by one party to the other pursuant to the Contract shall be sent in writing or by email and confirmed in writing to the address specified for that purpose in the contract.
- b) A notice shall be effective when delivered or on the notice's effective date and time, whichever is later.

3.26 Firm Prices

Refer clause 2.11

3.27 Passing of Property

Ownership shall not pass to the Purchaser unless and until the Goods have been delivered and commissioned, in accordance with the conditions of the contract to the entire satisfaction of the Purchaser.

3.29 Taxes and Duties

- a) The Vendor shall be entirely responsible for all taxes, license fees etc., incurred until delivery of the contracted Goods to the Purchaser. If there is any reduction/increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/vendor.
- b) Any tax will be reimbursed by UIDAI only after submission of the proofs of payment of the same.

3.30 Insurance

The Goods supplied under the Contract shall be fully insured by the Vendor against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and commissioning. Cost of insurance is deemed to be included in quoted value of the goods and services.

3.31 No Claim Certificate

The Vendor shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim, if made by the Vendor after he shall have signed a "No claim" certificate in favor of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted.

3.32 Conflict of Interest

The bidder should not have any conflict of interest that may affect selection of bidder during selection stage. The bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

3.33 Delivery

- a) 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 5.7.
- b) The vendor shall deliver the goods and services at the place specified as per the Acceptance of Bid. No goods and services shall be deliverable at the Purchaser's Consignee's premises on Sunday and Public Holidays without written permission of the Purchaser.
- c) The purchaser reserves the right to suspend the business with such vendor who defaults in adhering to the contractual delivery schedule, quality of stores, etc. as per the contract after giving show cause notice to the vendor and considering his reply, if any.

3.34 Indemnification and Limitation of Liability

- a) Subject to Clause 3.34(d) below, Implementation Agency (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement.
- b) If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

- c) Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by
- i. Indemnified Party's misuse or modification of the Service;
 - ii. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
 - iii. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;

However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either:

- i. Procure the right for Indemnified Party to continue using it
- ii. Replace it with a non-infringing equivalent
- iii. Modify it to make it non-infringing.

The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

- d) The indemnities set out in Clause 3.34 shall be subject to the following conditions:
- i. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - ii. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
 - iii. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
 - iv. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - v. all settlements of claims subject to indemnification under this Clause will: a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - vi. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
 - vii. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
 - viii. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
 - ix. if a Party makes a claim under the indemnity set out under Clause 3.34(a) above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

- e) The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 3.34.
- f) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause 3.34(a)) even if it has been advised of their possible existence.
- g) The allocations of liability in this Section 3.34 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

3.34.1 Risk

- a) The time and the date of delivery of services as specified in Section V of this RFP shall be deemed to be the essence of the contract.
- b) The purchaser reserves the right to cancel the contract or a portion thereof and purchase the services as specified in Section V of this RFP at the risk and cost of bidder after giving due notice of 30 (thirty) working days to the Successful Bidder even before completion of the contractual delivery schedule if it becomes apparent that the Successful Bidder will not be able to fulfil the contractual obligations. In case the Successful Bidder fails to deliver the services or a portion thereof within the contractual delivery schedule, the purchaser has the right to purchase the services or a portion thereof at the risk and cost of Successful Bidder.
- c) In the event of cancellation of the contract by purchaser at the risk and cost of the Successful Bidder, the Successful Bidder shall be liable for any loss which the purchaser may sustain on account of risk purchase but the Successful Bidder shall not be entitled to any gain on such purchase made against such default. The manner and method of such purchase shall be at the entire discretion of the purchaser, whose decision will be final.
- d) Provided further that the Successful Bidder shall not be liable to Excess Cost in excess of (ten) 10 percent of the Total Contract Value for which such option is exercised by the Purchaser.

3.35 Time is the Essence

Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by the bidder by the specified completion date.

3.36 Publicity

The bidder / bidder's Team, its employees/ representatives/ agents/ sub-contractors shall not make or permit to make any public announcement or media release about any aspect of this Contract or about its involvement with UIDAI Project, unless the Purchaser first gives the bidder its written consent for the same.

3.37 Force Majeure

- a) The Purchaser or the bidder as the case may be are entitled to suspend or excuse their respective performance of their respective obligations under this agreement to the extent that the Purchaser or the bidder as the case may be is unable to render such performance by an event of Force Majeure.
- b) In this agreement Force Majeure means any event or circumstance or a combination of events and circumstances, which satisfy all the following conditions: -

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- (i) materially and adversely affects the performance of an obligation;
- (ii) are beyond the reasonable control of the affected party;
- (iii) such party could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill or care;
- (iv) do not result from the negligence or misconduct of/ from/ by such party/ their representatives/ employees/ agents as the case may be, or the failure of such party to perform its obligation hereunder; and
- (v) or any consequence of which have an effect described in Clause 3.37 a)
- c) Force Majeure includes the following events and/ or circumstances to the extent that they or their consequences satisfy the requirements set forth in Clauses 3.37 a) and 3.37 b):
 - (i) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India;
 - (ii) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
 - (iii) nuclear explosion, radioactive and chemical contamination or ionising radiation, directly affecting the area, unless the source and the cause of explosion, contamination, radiation or hazardous thing is brought to or near the area by the bidder or anyone affiliated to bidder or any contractor or sub-contractor of bidder or any of their employees or servants or agents
 - (iv) strikes or working to rule, go- slows and/ or lock outs which are on each case wide spread nation wise or political;
 - (v) any effect of the natural elements including lighting, fire, earthquake, unprecedented rains, cloud bursts, flash floods, landslides, storms, cyclone, tsunami, typhoon or tornado within India;
- d) Explosion (other than a nuclear explosion or an explosion resulting from an act of war) within India;
 - (i) epidemics and plague within India;
 - (ii) any major accident or breakdown which is not brought about by an act of sabotage by the bidder or anyone affiliated to bidder or any contractor or sub-contractor of bidder or any of their employees or servants or agents;
 - (iii) any fire, which is not the effect of natural element;
 - (iv) Any event or circumstances of a nature analogous to any events set forth in paragraphs (i) to (v) of Clause 3.37 c) above within India.
- e) Procedure for Force Majeure
 - (i) If a party claims relief on account of or under the Force Majeure event, then such party claiming to be affected by the Force Majeure event, immediately on becoming aware of the Force Majeure event must give notice thereof and describe in detail herein under:
 - 1. the Force Majeure event (s) that have occurred;
 - 2. the obligations affected as described in Clause 3.37;
 - 3. the date of commencement and estimated cession of such event of Force Majeure; and
 - 4. the manner in which the Force Majeure event(s) affect the party's obligations under this contract/ agreement
 - 5. No party shall be able to suspend or excuse the non- performance of its obligations herein unless such party has given the notice specified above.
 - (ii) The affected party shall have the right to suspend the performance of obligations affected as described in Clause 3.37 upon delivery of the notice of the occurrence of Force Majeure event in accordance with sub clause (1) above
 - (iii) The time for performance by the affected party of any obligation or compliance by the affected party with any time limit affected by Force Majeure, and for the exercise of any right affected thereby, shall be extended by the period during which such Force Majeure continues and by such additional period thereafter as is necessary to enable the affected party to achieve the level of activity prevailing before the event of Force Majeure.
 - (iv) The party receiving the claim and relief under the Force Majeure shall, if it wishes to dispute the claim, give a written notice of dispute to the party making the claim within 60 days of receiving of the notice of claim. If the notice of claim is not contested within 60 days as stated above, all the parties to this

agreement shall be deemed to have accepted the validity of the claim. If any party disputes the claim, the parties shall follow that procedure set forth in Clause 3.22.

- f) Mitigation: The party claiming to be affected by Force Majeure shall take all reasonable steps to prevent/ reduce to a minimum and mitigate the effect of such Force Majeure.
- g) Termination due to Force Majeure: If Force Majeure event continues for more than 60 days, the parties will attempt to develop a mutually satisfactory solution, failing which, either party shall have the right to terminate this agreement by giving a notice of termination in respect thereof.

3.38 Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3.39 Assignment/ Novation

- a) The bidder shall under no circumstance transfer any interest, right, benefit or obligation under this Contract to any third party, without the prior written consent of the Purchaser.
- b) 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.

3.40 Severance

In the event any provision of this Contract is prohibited by the applicable law or held to be invalid/ void/ unlawful or unenforceable under any applicable law/by a court, that provision shall, to the extent required, be severed from this agreement and be rendered as ineffective, without modifying the remaining provisions/ clauses of this Contract. The remaining provisions of this Contract shall remain in full force and any severance shall not affect the validity or enforcement of this Contract.

3.41 Termination for Misrepresentation of Facts

- a) In case any misrepresentation of fact / information, corrupt or fraudulent practices by successful bidder is comes to the information of Purchaser after signing of the contract, in that case purchaser shall provide issue notice to vendor for providing the clarification within thirty (30) days.
- b) When issue is not resolved within 30 days of issue of notice to vendor or if the satisfactory clarification is not rendered by vendor in 30 days in that case Purchaser may, without prejudice to any other remedy for breach of contract, by written notice to the Vendor, terminate the Contract in whole or in part:-
 - i. If the successful bidder, in the judgment of UIDAI, has engaged in misrepresentation of facts/information, corrupt or fraudulent practices in competing for the bid or in executing this Contract;
OR
 - ii. If the successful bidder submits to UIDAI a false statement/fact which has a material effect on the rights, obligations or interests of UIDAI.
- c) UIDAI may also forfeit the PBG and / or debar the organization from all future tenders of UIDAI and recommend the same to Other Ministry/Departments of Government of India.

4 SECTION IV—CONTENTS OF BID

4.1 Technical Bid

Technical Proposal to be submitted as per the Standard Forms in this section.

Technical Proposal

TECH-1	<ul style="list-style-type: none">• Technical Checklist (populated table mentioned in section 4.1.1)
TECH-2	<ul style="list-style-type: none">• Technical Proposal Submission Form
TECH-3	<ul style="list-style-type: none">• Details of Bidder's Organization
TECH-4	<ul style="list-style-type: none">• Bidder's Financial Information
TECH-5	<ul style="list-style-type: none">• Experience in Supply, Installation, Commissioning and Maintenance of IT Hardware

4.1.1 Form Tech-1 : Technical Checklist (List of Documents to be Uploaded in Technical Bid)

S. No.	Description	Whether Uploaded (Y/N)	Page No.
(i)	BSD as per Appendix C, Clause 2.14 (c) (i)		
(ii)	Certification of incorporation/ Legal Entity/ Registration of company, Clause 2.14 (c) (ii)		
(iii)	Registration Certification (Relevant Certificate for compliance with Tax Authorities), Clause 2.14 (c) (iii)		
(iv)	Undertaking against debarment, Clause 2.14 (c) (iv)		
(v)	Manufacturing Authorization Form from major OEM, Clause 2.14 (v)		
(vi)	Details of support office in Bengaluru and Delhi NCR, Clause 2.14 (c) (vi)		
(vii)	Certificate of authorization for Bid signing as per Clause 2.13		
(viii)	Technical Bid Proposal submission form - FORM TECH2, Clause 4.1.2		
(ix)	Details of Bidder's Organization- FORM TECH 3, Clause 4.1.3		
(x)	Bidder's Financial Information – FORM TECH 4, Clause 4.1.4		
(xi)	Bidder's Experience - FORM TECH 5, Clause 4.1.5		
(xii)	Compliance to Functional & Technical Specifications as per Appendix F		

Important Note: The above check-list should be duly filled, scanned and uploaded.

4.1.2 FORM TECH – 2: Technical Proposal Submission Form

To,

Deputy Director General, Technology (DDG),
Unique Identification Authority of India (UIDAI), Govt. of India (GoI),
8th Floor, UIDAI Headquarters, Bangla Sahib Road,
Gole Market, New Delhi – 110001

Ref: Request for Proposal # Bid No. _____ Dated _____ for “Replacement of Battery Banks at Data Centers of UIDAI”

Dear Sir,

We declare:

- (i) That we are manufacturers/ system integrators of _____

 - (ii) That we / our principals are equipped with adequate machinery for production quality control and testing of offered products manufactured / developed and used by us and that our development establishment is open for inspection by the representatives of the Unique Identification Authority of India.
2. We hereby offer to supply the Goods/Services at the cost and rates determined through bidding process.
 3. **PERIOD OF DELIVERY**

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods / Services shall be made as stipulated in the Schedule to the Bid Document as given in **clause 5.7** and that we shall perform all the incidental services.
 4. **TERMS OF DELIVERY**

The prices quoted are inclusive of all charges including installation and commissioning charges in the UIDAI at the locations as mentioned in **clause 1.1**.
 5. We enclose herewith the complete **Technical Bid** as required by you. This includes duly filled and signed **Section IV**.
 6. We agree to abide by our offer for a period of **180 days** from the date of opening of the technical bids.
 7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to supply Hardware and Software as per these terms and conditions of the bid document.
 8. Certified that the bidder is :
 - a) The Constituted attorney of the company and the person signing the bids is the constituted attorney of the Company.

OR

 - b) The Principal Officer or his duly Authorized Representative of the Company, and he has the authority to refer to arbitration disputes concerning the business of the Company by virtue of the general power of attorney.

(NOTE: Delete whatever is not applicable.)
 9. Bid Securing Declaration is enclosed in the Cover containing **Pre-Qualifying and Technical Bid**.
 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.

UIDAI: RFP for Replacement of Battery Banks at Data Centres of UIDAI

Dated this day of 2020

Signature & seal of the bidder

Name :

Full Address :

Telephone No :

Fax No :

Details of enclosures:

1.

4.1.3 FORM TECH – 3: Detailed Information of Bidder

Details of the Organization – Bidder	
Name	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Support Office of Bidder and proposed OEM in Bengaluru	
Address of the Support Office of proposed OEM in Bengaluru	
Address of the Support Office of Bidder in Delhi NCR	
Address of the Support Office of proposed OEM in Delhi NCR	
Escalation Matrix of Bidder upto 3 levels (name, address, phone no. and email)	
Escalation Matrix of proposed OEM upto 3 levels (name, address, phone no. and email)	

4.1.4 FORM TECH – 4: Financial Information of Bidder

	Financial Information – Bidder			
		FY 2018-19	FY 2017-18	FY 2016-17
1	Net Turnover (in INR Crores)			
2	Other Relevant Information			

Note- Please upload all relevant documents as mentioned at Clause 2.14

4.1.5 FORM TECH – 5: Experience in Supply, Installation, Commissioning and Maintenance of IT Hardware (in last 7 years)

- a) Bidder shall have proven experience of execution and completion of “supply, installation, commissioning and maintenance of IT hardware from any of the following viz. UPS, Battery Banks, Servers, Storages, Networking equipments” 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:-
- One project** costing not less than the amount equal to **₹7.00 Cr;**
Or
 - Two projects** each costing not less than the amount equal to **₹5.00 Cr;**
Or
 - Three projects** each costing not less than the amount equal to **₹3.00 Cr.**
- b) For each credential, copy of PO/WO and Completion Certificate from Client clearly mentioning the scope and cost of the project.

Note: In case of integrated works having IT hardware, company’s statutory auditor/ Company Secretary/ Company auditor shall provide the cost/details of IT hardware components (viz. UPS, Battery Banks, Batteries, Servers, Storages, Networking equipments” only) in the WOs / POs being attached, duly attested by company’s authorized signatory.

- c) For projects under Non-Disclosure Agreement with the client, bidder shall submit a declaration to this regard and from Statutory Auditor/ Company Secretary/ Company auditor’s certificate stating the financial value of the contract/project under NDA and out of which the financial value of supply, installation, commissioning and maintenance of IT hardware from any of the following viz. UPS, Battery Banks, Servers, Storages, Networking equipments”

Sl. No.	Details of the Client along with address, telephone and email Id/Fax numbers	Scope of Work	Amount of Contract. (Rs. in Crores)	Amount of Contract from Scope of Work i.e. from any of the following viz. Supply, installation, commissioning and maintenance of UPS, Battery Banks, Servers, Storages, Networking Equipments (in Rs. Crores)	Duration of Contract.	
					From	To

Note- Please upload all relevant documents as mentioned at Clause 2.14

4.2 Commercial Bid

BOQ in separate MS Excel file uploaded with the RFP to be uploaded on CPPP.

Detailed Bill of Materials for which quote is required is mentioned under clause 5.2.1. The cost quoted by the bidder for AMC of various battery banks will be divided by three to calculate the Comprehensive AMC charges for one year.

The list of Battery Banks for which cost to be quoted by the bidder in Buy-back is at clause 5.2.2.

SECTION V - SCOPE OF WORK

5.1 Introduction

- The Unique Identification Authority of India (UIDAI) is inviting bids for “**Replacement of Battery Banks at Data Centers of UIDAI**” located at Bengaluru and Manesar.
- The mandatory scope of work for this bid comprises of supply, installation, commissioning, successful handover/acceptance of Battery Banks with 2 years warranty to / by UIDAI or UIDAI designated agency. Further, the optional scope of work i.e. Comprehensive Annual Maintenance of Battery Banks for 3 years to be extended on yearly basis at the sole discretion of Purchaser is also envisaged in the bid.

5.2 Supply of Battery Banks

5.2.1 Bill of Materials

- The successful bidder/Vendor shall have to supply the below noted battery banks at the respective data centers of UIDAI. Minimum specifications required for each type of battery are mentioned in Appendix F.

Requirement at Hebbal Data Center

Rating	Voltage	Number of Banks	Total Cells
1100 AH	2V	09	2160
360 AH	2V	02	480
65AH	12V	02	64
120AH	12V	09	09
100AH	12V	02	04
200AH	12V	05	10

Requirement at Manesar Data Center

Rating	Voltage	Number of Banks	Total Cells
1200 AH	2V	09	2160
360 AH	2V	02	480
65AH	12V	02	64
150AH	12V	07	07
100AH	12V	02	04
200AH	12V	05	20

5.2.2 Buy Back

- The bidder is expected to mandatorily buy-back following battery banks procured and installed in the year 2014. The complete details viz. serial number, model and make of batter banks available for buy-back shall be shared with the bidders upon submission of the requisition Form for Information as per **Appendix G**. The bidder may perform its own due diligence while quoting a value for buy-back.

Hebbal Data Center

Rating	Voltage	Number of Banks	Total Cells
1100 AH	2V	13	3120
360 AH	2V	02	480
65AH	12V	02	80
120AH	12V	09	09
100AH	12V	02	04
200AH	12V	05	10

Manesar Data Center

Rating	Voltage	Number of Banks	Total Cells
1200 AH	2V	13	3120
360 AH	2V	02	480
65AH	12V	02	64
150AH	12V	07	07
100AH	12V	02	04
200AH	12V	05	20

- b) UIDAI will hand-over the battery banks mentioned for buy-back after successful completion of the activities mentioned in clause 5.3.
- c) The bidder is expected to quote for the buy-back items after proper due diligence. UIDAI shall not be responsible for change of state of any item available for buy-back.

5.3 Installation and Commissioning of Battery Banks

The successful bidder / vendor shall be responsible for supply, installation, commissioning of batteries banks mentioned in clause 5.2.1 at the respective Data Centers of UIDAI, in the existing racks, if feasible, else need to provide appropriate racks, at no extra cost, for mounting the supplied batteries along with necessary cable termination in battery rooms and successful handover / acceptance of the same to / by UIDAI or UIDAI designated agency.

5.4 General Requirements

- a) The Bidder shall be responsible to Supply, Install, Commissioning, and Post warranty maintenance (if required by the Purchaser) of the supplied goods and also provide Services as mentioned in this Section. The Bidder should offer only the line items indicated in clause **Error! Reference source not found..1** above. No alternate goods should be proposed by the bidder.
- b) UIDAI shall provide necessary space and required infrastructure.
- c) 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, assemblies, sub-assemblies as part of the bill of material in the Bid.

5.5 Other Requirements

- Successful bidder/ vendor should adhere to the goods movement procedures and policies defined by UIDAI, which shall be shared with the successful bidder/vendor.
- The Bidder should ensure that the battery can be mounted into the industry standard Racks provisioned by the UIDAI or by the Bidder. If the equipment proposed by the Bidder cannot be mounted into the Racks provisioned, the Racks for those equipments should be provisioned by the Bidder separately without any additional cost to the UIDAI.
- The Vendor should ensure that there is a 24x7 comprehensive onsite support arrangement (on-call basis) during the currency of the contract with respective OEMs for respective components/equipment/

5.6 Service Level Compliances

The Successful bidder has maintain the Service level compliances at Battery Bank level and not at Cell level, in case of failure to do the same, following SLA deductions would be applicable for not maintaining the same.

SLA Number	SLA Parameter	Definition	Service Level Target	Liquidated Damages
SLA-01	Delay in delivery of any or all of the Battery Banks	Measured as the difference between the planned date for delivery and the actual date of delivery	Upto 14 days	0.5% of the cost of supply, installation, commissioning of Battery Banks not supplied on the rates mentioned in NoA/purchase order per week or part thereof
			> 14 days & ≤ 28 days	1% of the cost of supply, installation, commissioning of Battery Banks not supplied on the rates mentioned in NoA/purchase order per week or part thereof
			> 28 days & ≤ 42 days	1.5% of the cost of supply, installation, commissioning of Battery Banks not supplied on the rates mentioned in NoA/purchase order per week or part thereof
			> 42 days	2.0% of the cost of supply, installation, commissioning of Battery Banks not supplied on the rates mentioned in NoA/purchase order per week or part thereof
SLA-02	Delay in installation and commissioning of any or all of the Battery Banks	Measured as the difference between the planned date and the actual date	Upto 14 days	0.5% of the cost of supply, installation, commissioning of Battery Banks not supplied on the rates mentioned in NoA/purchase order per week or part thereof
			> 14 days & ≤ 28 days	1.0% of the cost of supply, installation, commissioning of

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SLA Number	SLA Parameter	Definition	Service Level Target	Liquidated Damages
				Battery Banks not supplied on the rates mentioned in NoA/purchase order per week or part thereof
			> 28 days & <= 42 days	1.5% of the cost of supply, installation, commissioning of Battery Banks not supplied on the rates mentioned in NoA/purchase order per week or part thereof
			> 42 days	2.0% of the cost of supply, installation, commissioning of Battery Banks not supplied on the rates mentioned in NoA/purchase order per week or part thereof

SLA -03 : Response Time SLA

SLA Description	Response time
Definition of SLA	Response time" is the time taken by the concerned System Integrator handling a problem to respond to UIDAI once the problem is logged with Facilities Service Desk.
Scope of SLA	This SLA is applicable to both HDC and MDC
Proposed Methodology	<p>The raw data for calculation of this SLA are the service tickets raised by UIDAI representatives in the helpdesk tool.</p> <p>In order to monitor this SLA, following points shall be considered:</p> <ol style="list-style-type: none"> 1. UIDAI representatives are provided with access to the Helpdesk tool as a user wherein UIDAI representative may raise the request for service in a day to day routine in the form of service tickets. 2. In case, the requests are raised via email from UIDAI to helpdesk team, the response time will be the time difference between the time at which acknowledgement Email is received by UIDAI and the time at which Email request was sent.
SLA Calculation	<p>Steps to be followed for calculation of this SLA is as follows:</p> <ol style="list-style-type: none"> 1. Obtain the service tickets from the helpdesk tool. 2. Calculate the difference between the time at which Email was sent by representative of UIDAI for a service request to the time at which the service ticket was opened in Helpdesk tool. 3. The time difference calculated in step2, if greater than 15 minutes then for every 15 minutes of delay on an incremental basis, 0.1% of applicable quarter's invoice claim amount will be levied. 4. Above report to be submitted by the System Integrator before 7th day of first month of succeeding quarter

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Penalty Calculation	Target	Penalty
	100% calls to be responded within 15 minutes	No Penalty
	Calls not responded	0.1% of the applicable Quarterly invoice claim value for every 15 minutes of delay on an incremental basis for every unresolved call.
	Non submission of reports	5% of the applicable Quarterly Invoice claim value
Measurement Interval	Monthly	
Reporting Interval	Quarterly	
Reports and data to be submitted	Report will be generated as annexure.	

SLA 04: Resolution time SLA

SLA Description	Resolution time	
Definition of SLA	“ Resolution Time ”, means time taken by the System Integrator staff to troubleshoot and fix the problem from the time the call has been logged at the DC Service desk till the time the problem has been closed.	
Scope of SLA	This SLA is applicable to both HDC and MDC	
Process to capture Raw Data for SLA Calculation	<p>The raw data for calculation of this SLA is the service tickets raised in helpdesk tool. In order to monitor this SLA, following points will be considered:</p> <ol style="list-style-type: none"> 1. The resolution time shall be the time difference between the time at which service ticket is opened for an incident and the time at which the same service ticket is closed. <p>Note: For incidents where the dependency to resolve the issue is on the vendors/OEM, case to case base representation shall be made by the DCMA to UIDAI for exemption</p>	
SLA Calculation	<p>Steps to be followed while calculation of this SLA:</p> <ol style="list-style-type: none"> 1. Obtain the service tickets from the Helpdesk tool for a particular period 2. Calculate the time difference between the time at which service ticket is opened for an incident and the time at which the same service ticket is closed. 3. Above report to be submitted by the System Integrator before 7th day of first month of succeeding quarter 	
Penalty Calculation	Target	Penalty
	100% calls to be resolved within 5 hours or as per respective SLA duration whichever is lower.	No Penalty
	Unresolved call	1% of the applicable Quarterly Invoice claim value for every 30 minutes of delay on an incremental basis for every unresolved call. The charges would continue till the problem is resolved.
	Non submission of reports	5% of the applicable Quarterly Invoice claim value.

SLA Description	Resolution time	
Measurement Interval	Monthly	
Reporting Interval	Quarterly	
Reports and data to be submitted	Report will be generated as annexure.	

SLA-05 : Scheduled Maintenance Planning SLA

SLA Description	Scheduled Maintenance-planning
Definition of SLA	Measures proactive maintenance plan of the equipment installed by the System Integrator. System Integrator shall provide a detailed equipment maintenance plan/schedule on the commencement of the quarter
Scope of SLA	This SLA is applicable to both HDC and MDC.
Process to capture raw data for SLA calculations	The raw data for calculation of this SLA is the scheduled activity plan for each quarter against activities mentioned in the PPM plan. System Integrator shares a PPM plan at the beginning of each. SI has to intimate and get approval from UIDAI official 3 days in advance for the execution of scheduled maintenance activity via Email.
SLA Calculation	100% of All the PPM activities scheduled in the quarter with the scheduled start and end time needs to be submitted by the System Integrator within 7 th day of the first month of the relevant quarter.
Penalty Calculation	1% of the applicable Quarterly Invoice claim value for every non-compliance. Non submission of reports - 5% of the applicable Quarterly invoice claim value for every non-compliance.
Measurement Interval	Quarterly
Reporting Interval	Quarterly
Reports and data to be submitted	Quarterly PPM schedule

SLA-06 : Scheduled Maintenance Execution SLA

SLA Description	Scheduled Maintenance-execution
Definition of SLA	Measures timely maintenance of the equipment installed by the System Integrator
Scope of SLA	This SLA is applicable to both HDC and MDC.
Process to capture raw data for SLA calculations	The raw data for calculation of this SLA is the list of preventive maintenance activities carried out during the quarter. The PPM activity list, tests conducted and the measurement/readings of performance of the equipment has to be vetted by respective UIDAI nodal officers at each Captive DCs.
SLA Calculation	100% All the PPM activities scheduled in the quarter with the scheduled start and end time needs to be executed and approved by UIDAI Nodal officers. The report has to be submitted by the System Integrator before 7 th day of the succeeding quarter.

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Penalty Calculation	1% of the applicable Quarterly Invoice Claim value for every non-compliance. Non submission of reports - 5% of the applicable Quarterly Invoice claim value for every non-compliance.
Measurement Interval	Quarterly
Reporting Interval	Quarterly
Reports and data to be submitted	Quarterly PPM Activity Report vetted by respective UIDAI nodal officers at each DC

5.6.1 Preventive Maintenance Activities

Preventive Maintenance activities shall include discharge test for the batteries under full load for 15 minutes (Discharge duration should be proportional to the load in case of load is less than 100%) with the following frequency

- 1) Warranty period - once in a year
- 2) AMC period - every 6 months.

5.7 Delivery Schedule

Sl. No	Activity	Deliverable	Timeline for completion* (Time in Months)
Phase I – Delivery, Installation, Commissioning and Successful Handover of Battery Banks			
1.	Commencement of contract		T ₀ (T ₀ is the date of signing/execution of contract by both the parties)
2.	Delivery of Battery Banks	As mentioned in clause Error! Reference source not found..1	T ₀ +08 Weeks
3.	Installation and Commissioning of Equipment	Installation, Commissioning and Successful Handover/Acceptance of Battery Banks to the satisfaction of UIDAI or UIDAI designated Agency	T ₀ + 10 Weeks
Phase II –Warranty			
4.	Initial bundled warranty of 02 years commence from date of successful handover/acceptance	To be bundled with Battery Bank itself	Till T+2 year [T is date of successful handover/acceptance of battery banks to the satisfaction of UIDAI or UIDAI designated agency]
Phase III – Comprehensive AMC			
5.	Yearly AMC Support for Equipment (Battery Banks)		From completion of 2 years of warranty till end of 5 years

SECTION VI – APPENDICES

6.1 Appendix A – Contract

CONTRACT

THIS AGREEMENT made this _____ day of _____ between CEO, Unique Identification Authority of India (hereinafter referred to as “**the Purchaser**”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns of the FIRST PART and _____ (name of successful bidder) having its Office at _____ which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators and Legal Representatives of the SECOND PART.

WHEREAS Purchaser is desirous of entering into a contract for _____ with _____ (name of successful bidder), and has accepted to pay to _____, the contract amount for provisioning of the goods and services, at a total value not exceeding (**Rupees**) (Hereinafter referred to as "Total Contract Value").

AND WHEREAS _____ (name of successful bidder) has agreed to provide Goods and Services as listed in Bid Document No _____, as per the rate(s) given in the table below mentioned hereinafter.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

A. Bid Document No _____ regarding _____ including

(i)	Invitation to Bid	Section I
(ii)	Instruction to Bidders	Section II
(iii)	General Conditions of Contract	Section III
(iv)	Contents of bid	Section IV
(v)	Scope of Work	Section V
(vi)	Appendix	Section VI

B. Clarifications issued by the Purchaser and successful bidder.

C. Pre-Qualification, Technical and Commercial proposals submitted by _____ (name of successful bidder).

D. Notification of Award (NoA) No. _____ dated _____ placed on _____ (name of successful bidder)

E. Acceptance of the NoA vide No. _____ dated _____ by _____ (name of successful bidder).

- In consideration of the payments to be made by the Purchaser to _____ (name of successful bidder) as hereinafter mentioned, _____ (name of successful bidder) hereby covenants with the Purchaser to provide the goods and services with effect from _____ at Bengaluru Data Centre and with effect from _____

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_____ at Manesar Data Centre and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.

4. The Purchaser hereby covenants to pay (name of successful bidder) in consideration of the provision of the goods and services as listed in Table below and the remedying of defects therein, the Total Contract Value or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Copy of Duly filled BoQ (MS Excel) file uploaded by Successful bidder

5. **TOTAL CONTRACT VALUE:**(Rupees)

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

**Signed, sealed and delivered for and on behalf of
the CEO, Unique Identification Authority of**

Signature -----
Name -----
Designation -----
Address -----
Date -----
Place-----

**Signed, sealed and delivered for & on behalf of
M/s _____ India**

Signature -----
Name -----
Designation -----
Address -----
Date -----
Place-----

In the presence of:

Signature-----
Name -----
Designation -----
Date -----
Place -----

In the presence of:

Signature-----
Name -----
Designation -----
Date -----
Place -----

6.2 Appendix B – Performance Bank Guarantee

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE

Ref: _____

Date _____

Bank Guarantee No. _____

To

The Deputy Director General (Technical)
Unique Identification Authority of India (UIDAI),
8th Floor, UIDAI HQ,
Bangla Sahib Road, Gole Market,
New Delhi – 110001.

1. Against contract vide Advance Acceptance of the Bid No. _____ dated _____ covering _____ (hereinafter called the said “Contract”) entered between the Unique Identification Authority of India (UIDAI) (hereinafter called the “Purchaser”) and _____ (name of successful bidder) this is to certify that at the request of _____ (name of successful bidder), we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by (name of successful bidder) of any of the Terms and Conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and / or in the performance thereof has been committed by (name of successful bidder) and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We _____ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by (name of successful bidder) i.e. till _____ (viz. the date up to _____ years and _____ months after the date of commencement of service by (name of successful bidder)) hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd., notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd., by the Purchaser before the said date. Payment under this letter of Guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd. Undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by (name of successful bidder) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and (name of successful bidder) shall have no claim against us for making such payment.

6. We _____ bank Ltd., further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by (name of successful bidder) from time to time or to postpone for any time from time to time any of the powers exercisable by the Purchaser against the said (name of successful bidder) and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said (name of successful bidder) or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or (name of successful bidder).

Date _____

Place _____

Signature _____

Witness _____

Printed Name _____

(Bank's common seal)

6.3 Appendix C – Bid Securing Declaration Form

BID SECURING DECLARATION FORM

Date:
Bid No.:

To,

The Deputy Director General (Tech)
Unique Identification Authority of India (UIDAI)
Bangla Sahib Road
Gole Market
New Delhi – 110001

We, the undersigned, declare that:

We, M/s..... (herein referred as vendor) understand that, according to bid Clause No. 2.4, bids may be supported with a Bid Securing Declaration, Vendor render the declaration that:-

Vendor will automatically be suspended from being eligible for bidding in any contract with the Unique Identification Authority of India (herein referred as Purchaser) for the period of 3 years, starting on bid submission closing date, if Vendor are in breach of any of the following obligation(s) under the bid conditions: -

- a. If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- b. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
- c. During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Vendor understands that this declaration shall expire if Vendor is not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

Authorized Signatory

Name:

Designation:

Office Seal:

Place:

Date:

6.4 Appendix D - Non-Disclosure Agreement

(To be provided on Non-judicial stamp paper of INR100/-)

WHEREAS, we the undersigned Bidder, _____, having our principal place /of business/ registered office at _____, are desirous of bidding for Bid No..... covering " _____ " (hereinafter called the said 'RFP') to the CEO, Unique Identification Authority of India, having its office at 9th Floor, Headquarters, Bangla Sahib Road, Gole Market, New Delhi – 110001, hereinafter referred to as 'Purchaser' and, WHEREAS, the Bidder is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE,

in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Bidder of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

- a) The confidential information to be disclosed by the Purchaser under this Declaration ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us through-out the contract period and will survive the contract period in case we are selected as a successful bidder.
- b) Confidential Information does not include information which:
 - (i) the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - (ii) information in the public domain as a matter of law;
 - (iii) is obtained by the Bidder from a third party without any obligation of confidentiality;
 - (iv) the Bidder is required to disclose by order of a competent court or regulatory authority;
 - (v) is released from confidentiality with the written consent of the Purchaser.The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.
- c) The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
 - (i) to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
 - (ii) to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - (iii) to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - (iv) to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
- d) Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the

Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall ensure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

- e) The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
- f) Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.
- g) In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

Authorised Signatory Office Seal:

Name: Place:

Designation:

Date:

6.5 Appendix E - Manufacturer Authorization cum Undertaking Form

(This form has to be provided by the OEMs of the products proposed)

Date:
Bid No.:

To,

The Deputy Director General (Tech)
Unique Identification Authority of India (UIDAI)
Bangla Sahib Road
Gole Market
New Delhi – 110001

Sub: Manufacturer's Authorization cum Undertaking Form for UIDAI Tender/bid No.....

Dear Sir,

This is to certify that I/we **<Insert complete legal name of the OEM>**; am/are having our registered office at < Insert complete OEM address of India > and am/are the reputed Original Equipment Manufacturers ("OEM") in respect of the products listed below ("Products"). I/We confirm that **<Insert complete legal name of Bidder>** has due authorization from us to quote for the "Products" as in UIDAI tender/bid No.

I/We affirm that we shall make support available for the "Products" and provide support of parts for repair (or functionally equivalent replacements) thereof for a period of 05 (five) years from the closing date of bid submission.

We assure you that in the event of **<Insert complete legal name of Bidder>**, not being able to fulfil its obligation as our representative in respect of applicable warranty and AMC terms, I/we **<Insert complete legal name of the OEM>**; would continue to meet 02 years warranty and 03 years AMC terms for the entire term of the contract agreement with UIDAI, as signed at the start of the contract, through appropriate alternate arrangement(s) or through our support mechanism in India.

S. No.	Product Name (with Model No.)	
1.	Ratings	Voltage
2.	1200 AH	2V
3.	1100 AH	2V
4.	360 AH	2V
5.	65AH	12V
6.	120 AH	12 V
7.	150AH	12V
8.	100AH	12V
9.	200 AH	12 V

UIDAI: RFP for Replacement of Battery Banks at Data Centres of UIDAI

For and on behalf of <Insert OEM's company name>

<Signed and Sealed>

<Name of Authorised Signatory>

<Designation>

<Contact Details>

Cc: Bidder's corporate name & Address

Note: This letter of authority should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Note: This authorization letter is applicable against the "Products" listed below and should be submitted separately for each product:

6.6 Appendix F—Compliance to Functional and Technical Specifications

Consolidated Technical Specifications of Battery Cells

S. No	Location	Nominal Capacity (AH)	Nominal Voltage	Type	No. of Banks	Battery / Bank	Count	Features
1	Bangalore	1100	2	VRLA-AGM	9	240	2160	UPS use. Individual cell monitoring enabled
2		360	2	VRLA-AGM	2	240	480	UPS use. Individual cell monitoring enabled
3		65	12	SMF	2	32	64	UPS use. Individual cell monitoring enabled
4		120	12	SMF	9	1	9	Inverter Battery
5		100	12	SMF	2	2	4	HT Panel connected
6		200	12	SMF	5	2	10	Heavy Duty for 1500 KVA DG set
7	Manesar	1200	2	VRLA-AGM	9	240	2160	UPS use. Individual cell monitoring enabled
8		360	2	VRLA-AGM	2	240	480	UPS use. Individual cell monitoring enabled
9		65	12	SMF	2	32	64	UPS use. Individual cell monitoring enabled
10		150	12	SMF	7	1	7	Inverter Battery
11		100	12	SMF	2	2	4	HT Panel connected
12		200	12	SMF	5	4	20	Heavy Duty for 1700 KVA DG set

Technical Specifications of each battery type is as under:-

a) 1100 AH Batteries

Specification	Requirement	Vendor Remarks	Values
Battery type	VRLA maintenance free(AGM)		
Nominal capacity of battery @27 degree celsius at the rate of C10	Min 1100 AH		
Watt /cell required for a discharge of 15 minutes duration @27 degree celsius	Min 2430 W		
No. of cells in the battery bank	240		

UIDAI: RFP for Replacement of Battery Banks at Data Centres of UIDAI

Specification	Requirement	Vendor Remarks	Values
Nominal cell voltage	2 V		
End cell voltage (ECV)	1.75 V		
Boost charging voltage /cell	2.25-2.4 V		
Float voltage /cell	2.2 - 2.3 V		
Max Time required to charge to 85% of C10 rated capacity with a maximum charging current of 160A	10 Hrs		
No. of battery banks	9		
Application	Data centre UPS		
Features	Individual cell monitoring enabled		
ISO certification	Yes		
Operating temperature	0 - 45 degree celsius		
Relative humidity	25-65%		
Warranty	Min 2 Years		
Comprehensive onsite AMC support	Min 3 Years		
All accessories including racks for stacking	Yes		
Max Dimension of battery bank L x WxH	To be filled by vendor		
Location & Qty	Hebbal- 2160Nos		

b) 1200 AH Batteries

Specification	Requirement	Vendor Remarks	Values
Battery type	VRLA maintenance free (AGM)		
Nominal capacity of battery @27 degree celsius at the rate of C10	Min 1200 AH		
Watt /cell required for a discharge of 15 minutes duration @27 degree Celsius	Min 2770 W		
No. of cells in the battery bank	240		
Nominal cell voltage	2 V		
End cell voltage (ECV)	1.75 V		
Boost charging voltage /cell	2.25-2.4 V		
Float voltage /cell	2.2 - 2.3 V		
Max Time required to charge to 85% of C10 rated capacity with a maximum charging current of 160A	10 Hrs		
No. of battery banks	9		
Application	Data centre UPS		
Features	Individual cell monitoring enabled		
ISO certification	Yes		
Operating temperature	0 - 45 degree celsius		

UIDAI: RFP for Replacement of Battery Banks at Data Centres of UIDAI

Specification	Requirement	Vendor Remarks	Values
Relative humidity	25-65%		
Warranty	Min 2 Years		
Comprehensive onsite AMC support	Min 3 Years		
All accessories including racks for stacking	Yes		
Max Dimension of battery bank L x W Xh	To be filled by vendor		
Location & Qty	Manesar- 2160Nos		

c) 360 AH Batteries

Specification	Requirement	Vendor Remarks	Values
Battery type	VRLA maintenance free (AGM)		
Nominal capacity of battery @27 degree Celsius at the rate of C10	Min 360 AH		
Watt /cell required for a discharge of 15 minutes duration @27 degree Celsius	Min 777 W		
No. of cells in the battery bank	240		
Nominal cell voltage	2 V		
End cell voltage (ECV)	1.75 V		
Boost charging voltage /cell	2.25-2.4 V		
Float voltage /cell	2.2 - 2.3 V		
Max Time required to charge to 85% of C10 rated capacity with a maximum current of 50A	10 Hrs		
No. of battery banks	4		
Application	Data centre UPS		
Features	Individual cell monitoring enabled		
ISO certification	Yes		
Operating temperature	0 - 45 degree celsius		
Relative humidity	25-65%		
Warranty	Min 2 Years		
Comprehensive onsite AMC support	Min 3 Years		
All accessories including racks for stacking	Yes		
Max Dimension of battery bank L x W x H	To be filled by vendor		
Location & Qty	Hebbal- 480Nos Manesar -480Nos		

d) 65 AH Batteries

Specification	Requirement	Vendor Remarks	Values
Battery type	VRLA maintenance free SMF		
Nominal capacity of battery @27 degree celsius at the rate of C20	Min 65 AH		
Watt /Battery required for a discharge of 15 minutes duration @27 degree Celsius	Min 1093 W		
No. of battery in the battery bank	32		
Nominal battery voltage	12 V		
End cell voltage (ECV)	1.75 V		
Boost charging voltage /battery	13.5-14.4V		
Float voltage /battery	13.2-13.8 V		
Max Time required to charge to 85% of C20 rated capacity with a maximum charging current of 8A	10 Hrs		
No. of battery banks	4		
Application	Data centre UPS		
Features	Individual cell monitoring enabled		
ISO certification	Yes		
Operating temperature	0 - 45 degree Celsius		
Relative humidity	25-65%		
Warranty	Min 2 Years		
Comprehensive onsite AMC support	Min 3 Years		
All accessories including racks for stacking	Yes		
Max Dimension of battery bank L x W xH	To be filled by vendor		
Location & Qty	Hebbal- 64Nos Manesar -64Nos		

f) 120 AH Batteries

Specification	Requirement	Vendor Remarks	Values
Battery type	VRLA maintenance free SMF		
Nominal capacity of battery @27 degree celsius at the rate of C20	Min 120 AH		
Watt /battery required for a discharge of 60 minutes duration @27 degree Celsius	Min 787 W		
No. of battery in the battery bank	1		
Nominal battery voltage	12 V		
End cell voltage (ECV)	1.75 V		

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Specification	Requirement	Vendor Remarks	Values
Boost charging voltage /battery	13.5-14.4V		
Float voltage /battery	13.2-13.8 V		
Max Time required to charge to 85% of C20 rated capacity with a maximum charging current of 12A	10 Hrs		
No. of battery banks	9		
Application	Inverter for lighting load		
ISO certification	Yes		
Operating temperature	0 - 45 degree celsius		
Relative humidity	25-65%		
Warranty	Min 2 Years		
Comprehensive onsite AMC support	Min 3 Years		
All accessories including racks for stacking	Yes		
Max Dimension of battery bank L x W xH	To be filled by vendor		
Location & Qty	Hebbal- 9Nos		

g) 150 AH Batteries

Specification	Requirement	Vendor Remarks	Values
Battery type	VRLA maintenance free SMF		
Nominal capacity of battery @27 degree celsius at the rate of C20	Min 150 AH		
Watt /battery required for a discharge of 60 minutes duration @27 degree Celsius	Min 991 W		
No. of battery in the battery bank	1		
Nominal battery voltage	12 V		
End cell voltage (ECV)	1.75 V		
Boost charging voltage /battery	13.5-14.4V		
Float voltage /battery	13.2-13.8 V		
Max Time required to charge to 85% of C20 rated capacity with a maximum charging current of 15A	10 Hrs		
No. of battery banks	7		
Application	Inverter for lighting load		
ISO certification	Yes		
Operating temperature	0 - 45 degree celsius		
Relative humidity	25-65%		
Warranty	Min 2 Years		
Comprehensive onsite AMC support	Min 3 Years		

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Specification	Requirement	Vendor Remarks	Values
All accessories including racks for stacking	Yes		
Max Dimension of battery bank L x W xH	To be filled by vendor		
Location & Qty	Manesar- 7Nos		

h) 100 AH Batteries

Specification	Requirement	Vendor Remarks	Values
Battery type	VRLA maintenance free SMF		
Nominal capacity of battery @27 degree celsius at the rate of C20	Min 100 AH		
No. of battery in the battery bank	2		
Nominal battery voltage	12 V		
End cell voltage (ECV)	1.75 V		
Boost charging voltage /battery	13.8-14.0V		
Float voltage /battery	13.4 V		
Max Time required to charge to 85% of C20 rated capacity with a maximum charging current of 10A	10 Hrs		
No. of battery banks	4		
Application	DC Panel supply		
ISO certification	Yes		
Operating temperature	0 - 45 degree celsius		
Relative humidity	25-65%		
Warranty	Min 2 Years		
Comprehensive onsite AMC support	Min 3 Years		
All accessories including racks for stacking	Yes		
Max Dimension of battery bank L x W xH	To be filled by vendor		
Location &Qty	Manesar-2 nos Hebbal - 2Nos		

i) 200 AH Batteries- MDC

Specification	Requirement	Vendor Remarks	Values
Battery type	VRLA maintenance free SMF		
Nominal capacity of battery @27 degree celsius at the rate of C20	Min 200 AH		
CCA (Cold Cranking Amps) / battery	Min 1650 A		

UIDAI: RFP for Replacement of Battery Banks at Data Centres of UIDAI

Specification	Requirement	Vendor Remarks	Values
Boost charging voltage /battery	13.8-14.0V		
Float voltage /battery	13.4 V		
Max Time required to charge to 85% of C20 rated capacity with a max charging current of 25 A	10 Hrs		
No. of battery in the battery bank	4		
Nominal battery voltage	12 V		
No. of battery banks	5		
Application	Heavy duty DG set starter		
ISO certification	Yes		
Operating temperature	0 - 45 degree celsius		
Relative humidity	25-65%		
Warranty	Min 2 Years		
Comprehensive onsite AMC support	Min 3 Years		
All accessories including racks for stacking	Yes		
Max Dimension of battery bank L x W xH	To be filled by vendor		
Location & Qty	Manesar-20 nos		

j) 200 AH Batteries- HDC

Specification	Requirement	Vendor Remarks	Values
Battery type	VRLA maintenance free SMF		
Nominal capacity of battery @27 degree celsius at the rate of C20	Min 200 AH		
CCA (Cold Cranking Amps) / battery	Min 1650 A		
Boost charging voltage /battery	13.8-14.0V		
Float voltage /battery	13.4 V		
Max Time required to charge to 85% of C20 rated capacity with a max charging current of 25 A	10 Hrs		
No. of battery in the battery bank	2		
Nominal battery voltage	12 V		
No. of battery banks	5		
Application	Heavy duty DG set starter		
ISO certification	Yes		
Operating temperature	0 - 45 degree celsius		
Relative humidity	25-65%		
Warranty	Min 2 Years		
Comprehensive onsite AMC support	Min 3 Years		

UIDAI: RFP for Replacement of Battery Banks at Data Centres of UIDAI

Specification	Requirement	Vendor Remarks	Values
All accessories including racks for stacking	Yes		
Max Dimension of battery bank L x W xH	To be filled by vendor		
Location & Qty	Hebbal - 10Nos		

6.7 Appendix G—Requisition for Information

Date:

Bid No.:

To,

The Deputy Director General (Tech)
Unique Identification Authority of India (UIDAI)
Bangla Sahib Road
Gole Market
New Delhi – 110001

Sub: Request for Information for UIDAI Tender/bid No.....

Dear Sir,

This is to certify that I/we **<Insert complete legal name of Potential Bidder>** am/are having our registered office at < Insert complete registered address of India > and willing to put forth our candidature for the RFP referred above. I/We confirm that **<Insert complete legal name of Potential Bidder>** is in compliance to the pre-qualification criteria mentioned in the RFP.

In order to submit an effective techno-commercial proposal, we hereby request you to share the following information:

- Please mention all details which is required by the bidder to quote for buy back. However, UIDAI reserves the right to share the details, as deemed fit in the case.

I/We confirm that **<Insert complete legal name of Potential Bidder>** shall keep the information shared further to request as strictly confidential and shall use the same only to prepare our techno-commercial proposal.

I,, also certify that I am duly authorized to sign on this requisition form and bind **<Insert complete legal name of Bidder>** by authority of its board/ governing body.

<Signed and Sealed>

<Name of Authorised Signatory>

<Designation>

<Contact Details>