



**Addendum 1  
to  
RFP in respect of Bid Reference Number: D-11018/40/2011 – Tech  
for Hiring of Data Center Space and Facilities for UIDAI**

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## 1. Addendum to RFP for Hiring of Data Center Space and Facilities for UIDAI

S. No.	Section Number & Part Number of DCSP RFP	Page number within the section	Clause Number	Addendum/Revision
1	Section II and Section IV	Page 11 of 22 of Section II and Page 11 of 72 of Section IV	Pre-Qualification Criteria 7 under Clause 20 of Section II of the RFP and PreQual Form 4.1.3 of Section IV of the RFP	<p>The Pre-Qualification condition/criteria 7 under Clause 20 of Section II of the RFP and PreQual Form 4.1.3 of Section IV of the RFP stands revised to read as under :</p> <p><b>“The Prime Bidder or its Consortium Member must be the Sole Owner or lessee of the whole building in which the proposed 10,000 sq. ft of IT Production area and 3000 sq. ft of support area is to be provided for hosting the UIDAI DC.</b></p> <p><b>The building should have sufficient bare shell space on proposed DC floors (maximum two floors adjacent to each other or one above the other with common services shaft) to provide 13,000 sq ft DC space (10,000 sq feet IT Production area + 3,000 sq feet support area) which is earmarked for constructing equivalent to Tier-III classification Data Center at Delhi (NCR) / Bangalore region for the purpose of this project to build the data center as per the UIDAI requirements.</b></p> <p><b>The Bidder should have a sanctioned load of 6 MVA for the proposed Data Center Facility or should give an undertaking along with its pre-qualification bid to make available at least 4 MVA sanctioned load at the time of handing over the 6500 Sq. Ft. DC space (Stage 1 requirement) and subsequently at least 2 MVA sanctioned load at the time of handing over the remaining 3500 Sq. Ft. DC space (Stage 2</b></p>



S. No.	Section Number & Part Number of DCSP RFP	Page number within the section	Clause Number	Addendum/Revision
				requirement).”
2	Section III – Indemnity	19	17.1	The draft deed of indemnity is attached as <b>Annexure A.</b>
3	Section IV – PREQUAL 4.1.1: Prime Bidder/ Consortium Partner Profile	7	PREQUAL 4.1.1	The prime bidder/ consortium member details are required to be submitted with the Pre-qualification bid, as per the revised form attached in <b>Annexure B.</b>
4	Section IV – TECH 4.2.1: Prime Bidder/ Consortium Partner Profile	13	TECH 4.2.1	The prime bidder/ consortium member details are required to be submitted with the Technical Bid , as per the revised form attached in <b>Annexure B.</b>



# ANNEXURE A – Draft Deed of Indemnity

## Proforma for Deed of Indemnity

\* To be executed on a Non-Judicial Stamp Paper of the denomination of Rs. 100/-

THIS DEED OF INDEMNITY (the "Deed") is made at New Delhi on this the \_\_\_\_ Day of 20\_\_\_\_ and amongst:

\_\_\_\_\_[DCSP], a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_(hereinafter referred to as the "Company", which expression shall, unless it be repugnant to the subject or context thereof, include its agents/ successors and permitted assigns) of the **FIRST PART**.

AND

The Unique Identification Authority of India (UIDAI), with its office at \_\_\_\_\_(hereinafter referred to as "**Disclosing Party**") of the **SECOND PART**;

Each individually referred to as the "Party" and collectively as "Parties"

NOW WHEREAS, the \_\_\_\_\_(name of Company) is a company, duly registered under the provisions of the Companies Act 1956, and established, *inter-alia* with the objectives of \_\_\_\_\_.

AND WHEREAS, the Unique Identification Authority of India (UIDAI) (hereinafter referred to as the "Purchaser" and the Company are entering into a Agreement (hereinafter referred to as "Contract"), whereby Purchaser has granted to the Company the right to undertake its Project (as defined thereunder), and the Company has agreed to undertake the Project on the terms and conditions contained therein.

AND WHEREAS this Deed sets forth the detailed mandates, terms and conditions for indemnity under the Contract.

NOW, THEREFORE, in consideration of the premises contained herein, the Parties hereto agree as follows:

### 1. Definitions

For the purposes of this Agreement, unless the context otherwise requires, terms shall have the meaning set forth in the Contract.

- a. "Contract" means the agreement, between the Company and the UIDAI and the Appendices / Annexures attached thereto and made a part thereof and include any amendments made thereto.
- b. "UIDAI" means the Unique Identification Authority of India.

### 2. Interpretation

In this Agreement unless the context otherwise requires:

- (i) the headings of the Clause/ Appendices/ Schedules/ Attachments and Annexures in this Agreement are inserted for convenient reference only and shall not effect the meaning and/ or interpretation of this Agreement;



- (ii) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- (iii) a reference to the singular includes the plural and vice-versa;
- (iv) a reference to a gender shall include any other gender;
- (v) 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;
- (vi) 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 Agreement, including any amendments or modifications to the same from time to time;
- (vii) Any/ all Appendices/ Schedules/ Annexures and Attachments form an integral part of this 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;
- (viii) a reference to a person includes a partnership and a body corporate;
- (ix) a reference to any legislation/ regulation having force of law includes legislation/ regulation time to time repealing, replacing, modifying, supplementing or amending that legislation;
- (x) 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;
- (xi) 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;
- (xii) 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;
- (xiii) The rule of construction, if any, that a contract should be interpreted against the parties responsible for drafting and preparation thereof, shall not apply.

### **3. Undertaking of the Company**

#### **3.1 The Company undertakes to:**

- (i) indemnify the Purchaser from and against any liability, cost, loss, or expense of any kind whatsoever;
- (ii) hold the Purchaser harmless and save it from any liability, cost, loss, or expense of any kind whatsoever; and
- (iii) defend any suit or proceeding against the Purchaser, arising out of or based on any claim, demand, or action arising out of any claims whatsoever and including but not restricted to claims under torts, infringement of any Intellectual Property Right conferred by contract or by common law or by any law in force within the state of India or any State, breach of any licenses owned by the Company (including licenses for which the purchaser has signed the license agreements, but of which the Company is the owner), alleged to have occurred because of any product, good, service, data, or Confidential Information provided or work performed by the Indemnitor.

3.2 Provided, however, that this indemnity shall not apply unless the Company claiming indemnification notifies the other promptly of any matters in respect of which the foregoing indemnity may apply and of which the notifying Company has knowledge and gives the other full opportunity to control the response thereto and defence thereof, including, without limitation any agreement relating to the settlement thereof.



4. The Company shall pay any/ all costs/ damages/ or awards of settlement, including court costs (including any/ all attorney fees, Court fee), arising out of any claim, demand, or action, provided that the conditions as laid down in Clause 3 hereinabove are satisfied. The Company will indemnify if the claim of infringement/ breach of terms/ misuse is caused by:

- (i) The Company 's misuse or modification of the Goods and Services; and/ or
- (ii) any negligence or wrongful act or omission by the Company or the Company 's Team or anyone affiliated to Company or any sub contractor of the Company or any of their employees or servants or agents in connection with or incidental thereto; or
- (iii) failure to take any/ all requisite actions (including registration, payment of all registration and renewal fees) required to maintain any Intellectual Property Right/ General Public Licence/ Open Source Licence etc. in full force and effect.

**5. Undertaking in view of Indemnification:**

**5.1 Intellectual Property Right**

5.1.1 In the event that the Company or anyone affiliated to/ with the Company or any of its sub contractor or any of their employees or servants or agents, are held in such a suit or proceeding for infringement of any Intellectual Property Right conferred by contract or by common law or by any law in force within the state of India alleged to have occurred because of any product, good, service or data, then the Company shall, at its sole expense:

- (i) Procure for the Purchaser the right to continue using such product, Good, service or data or information or portion thereof;
- (ii) replace the same with non-infringing product, Good, service or data or information of equivalent functions and efficiency, compatible with the existing technology; or
- (iii) modify the product, Good, service or data or information such that it no longer infringes the third-Party intellectual property right within the State of India or any State.

5.1.2 In the event the Company is unable to accomplish any of the three undertakings set forth above in Clause 5.1.1, the Company shall be liable to pay to the Purchaser amount as would be calculated by the Purchaser keeping in view the damage/ cost/ harm/ injury and/ or harassment caused to it.

**5.1.3 Non-Indian Infringement:**

In the event of any claim, demand, or action alleging that the Company or anyone affiliated to Company or any sub contractor of Company or any of their employees or servants or agents, infringed any Intellectual Property Right conferred by contract or by common law or by any law in force Outside India because of any product, good, service, data, then the Company shall cooperate with the Purchaser in the Purchaser's defence of such claim and, if requested by the Purchaser, undertake to replace the allegedly infringing product, Good, service or data or information with non-infringing product, Good, service or data or information of equivalent functions and efficiency or modify the allegedly infringing product, good, service or data or information so that it no longer infringes. The Company shall be liable to pay to the Purchaser amount as would be calculated by the Purchaser keeping in view the damage/ costs/ loss/ harm/ injury and/ or harassment caused to it.

**5.2 Licences:**



5.2.1 In the event that the Company or anyone affiliated to/ with the Company or any of its sub-contractor or any of their employees or servants or agents, are held in such a suit or proceeding for breaching the terms of any license (s) conferred by an Agreement/ contract or by any law in force within the State of India to have occurred because of any non compliance of any terms therein, then the Company shall, at its sole expense:

- i) Procure for the Purchaser the right to continue using such product, Good, service or data or information or portion thereof;
- (ii) replace the same with non-infringing product, Good, service or data or information of equivalent functions and efficiency, compatible with the existing technology; or
- (iii) take such steps as will be required to ensure that the product, Good, service or data or information no longer infringes the terms of license within the state of India or any state.

5.2.2 In the event the Company is unable to accomplish any of the three undertakings set forth above in Clause 5.2.1, the Company shall be liable to pay to the Purchaser amount as would be calculated by the Purchaser keeping in view the expenses/ damage/ loss/ harm/ injury and/ or harassment caused to it.

### 5.2.3 Non-Indian Infringement:

In the event of any claim, demand, or action alleging that the Company or anyone affiliated to Company or any sub contractor of Company or any of their employees or servants or agents, breach any/ the terms of license (s) conferred by contract or by any law in force Outside India because of any product, good, service, data, then Company shall cooperate with the Purchaser in the Purchaser's defence of such claim and, if requested by the Purchaser, take such steps as will be required to ensure that the product, Good, service or data or information no longer infringes the terms of license within the state of India or any state or replace such license products, good, service or data or information with ones having equivalent functions and efficiency. The Company shall be liable to pay to the Purchaser amount as would be calculated by the Purchaser keeping in view the expenses/ damage/ harm/ injury and/ or harassment caused to it.

### 5.3 General Public Licences/ Open Source Licences:

5.3.1 The Company shall be at liberty to use any/ all such General Public Licences (GPL)/ Open Source Licences or Software (OSL) provided that the Company has obtained a prior written approval for the same from the Purchaser and adheres to all the provisions of such GPL/ OSL.

5.3.2 In the event that the Company or anyone affiliated to/ with the Company or any of their employees or servants or agents, are held in such a suit or proceeding for breaching the terms of any General Public License (s)/ Open Source Licences or Software conferred by an Agreement/ contract/ Licence or by common law or by any law in force within the state of India or any State alleged to have occurred because of any non compliance of any terms therein, then the Company shall, at its sole expense:

- (i) Procure for the Purchaser the right to continue using such product, good, service or data or information or portion thereof;
- (ii) replace the same with non-infringing product, good, service or data or information of equivalent functions and efficiency, compatible with the existing technology; or



(iii) take such steps as will be required to ensure that the product, good, service or data or information no longer infringes the terms of license within the State of India or any State.

5.3.3 In the event the Company is unable to accomplish any of the three undertakings set forth hereinabove in Clause 5.3.2, the Company shall be liable to pay to the Purchaser amount as would be calculated by the Purchaser keeping in view the expenses/ damage/ loss/ harm/ injury and/ or harassment caused to it.

5.4 The Purchaser’s Infringement Responsibilities:

To receive the foregoing indemnity, the Purchaser must notify the Company in writing of a claim/ suit or any other proceedings promptly and provide all reasonable cooperation (at the Company’s expense) and full authority to defend and settle the claim/ suit or any other proceedings. The Company shall not have any obligation to indemnify the Purchaser under any settlement made without Company's consent.

**IN WITNESS WHEREOF** the Company has caused its Seal to be affixed hereto and to a duplicate hereof on the date first above written and the UIDAI have caused the same to be executed by the hand of an authorised official, in the presence of each other and at the above written date.

The Seal and signature  
of the authorised representative  
of the [DCSP] has been  
affixed pursuant to the resolution  
of its Board of Directors  
dated the \_\_\_\_\_ day ,

Signature of the  
Authorised Official  
Of the UIDAI

which has hereunto been affixed in the presence of:

Shri \_\_\_\_\_,  
Directors who have signed  
these presents in token thereof  
and countersigned by  
Shri \_\_\_\_\_,  
the authorised officer /  
Company Secretary.





# ANNEXURE B - Revised Forms - PREQUAL 4.1.1 and TECH 4.2.1

S. No.	Form No.	Form Name	Newly Added / Revised / Retained / Replaced
1	PREQUAL 4.1.1	Prime Bidder/Consortium Partner Profile	Revised
2	TECH 4.2.1	Prime Bidder/Consortium Partner Profile	Revised

**1. Pre-Qual 4.1.1 Prime Bidder/Consortium Member Profile**

<b>Hiring of Data Centre space &amp; Facilities, Unique Identification Authority of India (UIDAI) at..... (Specify Delhi/ NCR or Bangalore).</b>		
<b>A: Prime Bidder's Profile</b>		
1	Name of the Bidder	
2	Address of the Bidder's Registered Office in India	
3	Year of establishment of organization	
4	Bid number and date	
5	Name of the person to whom all references shall be made regarding this bid	
6	Designation of the person to whom all references shall be made regarding this bid	
7	Mailing Address of the person to whom all references shall be made regarding this bid	
8	Telephone No. (with STD Code)	
9	E-Mail of the contact person:	
10	Fax No. (with STD Code)	
11	Address of the Proposed Data Center Location	
<b>B: Consortium Member's Profile ( If applicable)</b>		
1	Name of the Consortium Member	
2	Address of the Consortium Member's Registered Office in India	
3	Year of establishment of organization	
4	Role of the Consortium Member in this Bid	
5	Name of the person to whom all references shall be made regarding this bid	



6	Designation of the person to whom all references shall be made regarding this bid	
7	Mailing Address of the person to whom all references shall be made regarding this bid	
8	Telephone No. (with STD Code)	
9	E-Mail of the contact person	
10	Fax No. (with STD Code)	
11	Address of the Proposed Data Center Location	

**Witness:**

**Signature**      -----

**Name**            -----

**Address**        -----

**Date**            -----

**Bidder:**

**Signature**      -----

**Name**            -----

**Designation**   -----

**Company**        -----

**Date**            -----

**2. Tech 4.2.1 Prime Bidder/Consortium Member Profile**

<b>Hiring of Data Centre space &amp; Facilities, Unique Identification Authority of India (UIDAI) at..... (Specify Delhi/ NCR or Bangalore).</b>		
<b>A: Prime Bidder's Profile</b>		
1	Name of the Bidder	
2	Address of the Bidder's Registered Office in India	
3	Year of establishment of organization	
4	Bid number and date	
5	Name of the person to whom all references shall be made regarding this bid	
6	Designation of the person to whom all references shall be made regarding this bid	
7	Mailing Address of the person to whom all references shall be made regarding this bid	
8	Telephone No. (with STD Code)	
9	E-Mail of the contact person:	
10	Fax No. (with STD Code)	
11	Address of the Proposed Data Center Location	
<b>B: Consortium Member's Profile ( If applicable)</b>		
1	Name of the Consortium Member	
2	Address of the Consortium Member's Registered Office in India	
3	Year of establishment of organization	
4	Role of the Consortium Member in this Bid	
5	Name of the person to whom all references shall be made regarding this bid	



6	Designation of the person to whom all references shall be made regarding this bid	
7	Mailing Address of the person to whom all references shall be made regarding this bid	
8	Telephone No. (with STD Code)	
9	E-Mail of the contact person	
10	Fax No. (with STD Code)	
11	Address of the Proposed Data Center Location	

**Witness:**

**Signature**      -----

**Name**                -----

**Address**            -----

**Date**                -----

**Bidder:**

**Signature**      -----

**Name**                -----

**Designation**      -----

**Company**           -----

**Date**                -----