

**Unique Identification Authority of India (UIDAI)
Planning Commission, Government of India**

(Reference Number: 11018/40/2011-Tech)



**REQUEST FOR PROPOSAL
“Hiring of Data Centre Space & Facilities
for
Unique Identification Authority of India”**

26th July 2013

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Section I – Invitation for Bids

This invitation to Bid is for **"Hiring of Data Centre space & Facilities for Unique Identification Authority of India at Bengaluru"**

1. Bidders are advised to study the Bid Document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications. Sealed offers prepared in accordance with the procedures enumerated in **Clause 1 of Section II** should be submitted to the **Assistant Director General (ADG), UIDAI** not later than the date and time laid down, at his address specified in document under **Clause 4, Schedule for Invitation to Bid of Section 1**.
2. All Bids must be accompanied by an Earnest Money Deposit (EMD) of
 - a) **Rs. 25,00,000 (Rupees Twenty Five Lacs only)**
3. This Bid document is not transferable and the RFP document can be downloaded from the UIDAI website (<http://uidai.gov.in/>). The cost of RFP document should be remitted in the form of a demand draft enclosed with response to EOI document. The Bank Draft of amount Rs 10,000/- (Rupees Ten Thousand only) should be drawn in favor of "PAO, UIDAI, New Delhi" and payable at New Delhi. Please note that the RFP response of a respondent shall not be entertained in case the cost of RFP document is not paid by them as per the details mentioned above.

4. Schedule for Invitation to Bid

a) Name of the Purchaser:

The President of India acting through the Director General,
Unique Identification Authority of India, Planning Commission,
Government of India

b) Place, Time and Date of Pre-Bid Conference:

Unique Identification Authority of India (UIDAI),
Planning Commission, Govt. of India (Gol),
3rd Floor, Tower II (Conference Room), Jeevan Bharati Building,
Connaught Circus,
New Delhi – 110001

At 1100 hours of 16th August 2013.

c) Addressee and Address at which Queries regarding the RFP and Bids to be submitted:

Shri S. Das
Assistant Director General
Unique Identification Authority of India (UIDAI),
Planning Commission, Govt. of India (Gol),
9th Floor, Tower I, Jeevan Bharati Building,
Connaught Circus,
New Delhi – 110001

d) Latest time and date for receipt of Bid

On or before 1500 hours of 30th August 2013.

e) Place, Time and Date of opening of Pre-qualification Bids:

Unique Identification Authority of India (UIDAI),
Planning Commission, Govt. of India (Gol),

3rd Floor, Tower II (Conference Room), Jeevan Bharati Building,
Connaught Circus,
New Delhi – 110001

At 1530 hours of 30th August 2013.

f) Place, Time and Date of opening of Technical Bids:

Unique Identification Authority of India (UIDAI),
Planning Commission, Govt. of India (Gol),
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus,
New Delhi – 110001

The time and date of opening of Technical Bids will be communicated to the prequalified Bidders separately.

g) Name of the contact person for any clarification :

Shri S. Das
Assistant Director General
Unique Identification Authority of India (UIDAI),
Planning Commission, Govt. of India (Gol),
9th Floor, Tower I, Jeevan Bharati Building
Connaught Circus,
New Delhi – 110001

Queries should be submitted via e-mail to dcsp10k@uidai.gov.in and must be followed by a paper copy.

The envelope containing the query should have the following written in bold capital letters on the top:

“QUERIES REGARDING RFP FOR HIRING OF DATA CENTRE SPACE & FACILITIES FOR UNIQUE IDENTIFICATION AUTHORITY OF INDIA”

h) Date till which the response to the Bid should be valid:

180 days from the last date of submission of the Bid

i) Important dates :

The following table provides information regarding the important dates of the Bid process for Project:

Activity	Date
Pre-Bid Conference	7 th August 2013
Last date for submission of written queries for clarifications (Refer format provided in Section II, Clause 4.1)	12 th August 2013
Date of Issue of Clarifications	16 th August 2013
Last date for submission of Bids	30 th August 2013
Opening of Pre-qualification Bid	30 th August 2013

Note: The Purchaser shall not be responsible for non-receipt / non-delivery of the Bid documents due to any reason whatsoever.

Section II – Instructions to Bidders

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1. Procedure for Submission of Bids

- 1.1. The RFP document can be downloaded from the UIDAI website (<http://uidai.gov.in/>). The cost of RFP document should be remitted in the form of a demand draft enclosed with the response to the RFP document. The Bank draft of Rs 10,000/- (Rupees Ten Thousand only) should be drawn in favor of "PAO, UIDAI, New Delhi" and payable at New Delhi.

Please note that the RFP response of a respondent shall not be entertained in case the cost of RFP document is not paid by them as per the details mentioned above. The Bid Document Fee is Non-Refundable.

- 1.2. It is proposed to have a **Three Bid System** for this Bid.

- a) Pre – Qualification Bid (2 copies) in one cover.
- b) Technical Bid (2 copies) in one cover.
- c) Commercial Bid (2 copies) in one cover.

- 1.3. The bidder is required to submit his bid in three envelopes . Thus, the bid should be in three envelopes 1A, 1B and 1C that must be sealed and enclosed in another larger envelope 1D. Each bid as delineated in Clause 1.2 (a, b & c) above should also be marked as "**Original**", "**First copy**" respectively.

Each of the above envelopes must have the following written in bold capital letters on the top of the envelope.

Envelope 1A: Pre- Qualification Bid (in 2 copies)

Envelope 1B: Technical Bid (in 2 copies)

Envelope 1C: Commercial Bid (in 2 copies)

Envelope 1D: Hiring of Data Centre space & Facilities for Unique Identification Authority of India at Bengaluru. This envelope is to be super scribed with Bid Number, Due Date, Item and the wordings "**DO NOT OPEN BEFORE 1600 hrs of XXX, 2013**". The cover thus prepared should also indicate clearly the name, address and telephone number of the Bidder, to enable the Bid to be returned unopened in case it is declared "**Late**".

- 1.4. The Prices should not be indicated in either the Pre-Qualification Document or Technical Bid and should be indicated in the Commercial Bid only.
- 1.5. Each copy of the Bid should be a complete document and should be bound as a volume. The document should be page numbered and must contain the list of contents with page numbers. Different copies must be bound separately. Deficiency in documentation may result in the rejection of the Bid.
- 1.6. As part of the Bid, Bidder should also provide the Pre-Qualification bid, Technical bid and Commercial bids in soft copy, in the form of a non-re-writeable compact disc (CD).
- Two copies of CD containing the Pre-Qualification Bid
 - Two copies of CD containing the Technical Bid
 - Two copies of CD containing the Commercial Bid

The CDs must be signed by the Bidder using a Permanent Marker.

- 1.7. The CDs would be sealed along with the hard copies of the respective Pre-Qualification bid, Technical bid and Commercial bids. All CDs submitted by the Bidder must be in sealed covers. The sealed covers as well as the CD media must be duly signed by the Bidder using a “Permanent Pen/Marker”, should be super scribed with “Pre-Qualification Bid”/“Technical Bid” / “Commercial Bid” (as the case may be) and should bear the name of the Bidder.
- 1.8. Bidder must ensure that the information furnished by him in respective non-rewriteable CDs is identical to that submitted in the Original Paper Bid Document. In case of any discrepancy observed by the Purchaser in the contents of the CDs and Original Paper Bid Documents, the information furnished on Original Paper Bid Document will prevail over the Soft Copy.
- 1.9. Bidder must ensure that Technical Bid CDs do not contain any Commercial Items / Prices

2. Cost of Bid

- 2.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by the Purchaser. The Purchaser, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

3. Contents of the Bid Document

- 3.1. The Schedule of Requirements of the services required, Bid procedures and contract terms are prescribed in the Bid Document. The Bid Document includes:
 - a) **Section I** - Invitation for Bids
 - b) **Section II** - Instructions to Bidders
 - c) **Section III** - General Conditions of Contract
 - d) **Section IV** – Contents of the Bid
 - **Pre-Qualification Bid Forms**
 - **Technical Bid Forms**
 - **Commercial Bid Forms**
 - e) **Section V** - Schedule of Requirements
 - f) **Section VI** – Appendices
 - i. Proforma for EMD Form (**Appendix A of Section VI**)
 - ii. Proforma for Bank Guarantee for Contract Performance Guarantee Bond (**Appendix B of Section VI**)
 - iii. Draft Contract Form (**Appendix C of Section VI**)
 - iv. Non Disclosure Agreement (**Appendix D of Section VI**)
 - g) **Section VII** – Service Level Agreement (SLA).
- 3.2. The Bidder is expected to examine all instructions, forms, 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.**

4. Clarification on Bid Document

- 4.1. A prospective Bidder requiring any clarification of the Bid Document may submit his queries to the Purchaser in writing at the Purchaser's mailing address indicated in **Clause 4 (b) of Section I**. The Purchaser will respond in writing, to any request for clarification to queries on the Bid Document, received not later than the dates prescribed by the Purchaser in **Clause 4(i) of Section I** of this Bid document. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have either purchased the Bid Document from UIDAI or have sought clarification(s).

The queries must be submitted in the following format in **MS Excel**:

Sr. No	Section No. (I-VII)	Clause No.	Page No.	Reference/ Subject	Clarification Sought

5. Amendment of Bid Document

- 5.1. At any time prior to the last date for receipt of Bids, the Purchaser, 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/ corrigendum/ addendum.
- 5.2. The amendment will be notified in writing or by fax or e-mail to all the prospective Bidders who have either purchased the Bid Document from UIDAI or have sought clarification(s) and will be binding on them.
- 5.3. In order to provide prospective Bidders reasonable time in which to take the amendment/ corrigendum/ addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.
- 5.4. Purchaser may at any time during the bidding process request the Bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids without thereby incurring any liability to the affected Bidder or Bidders.

6. Language of Bids

- 6.1. The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and the Purchaser, shall be written in the **English language**, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the Bid, the **English translation** shall govern.

7. Documents Comprising the Bids

The bids prepared by the Bidder shall comprise of the following components

- 7.1. **The Pre-Qualification Bid should be comprising of the following:**
- Bidder Profile (**Section IV, PREQUAL 4.1.1**)
 - Pre-Qualification Bid Letter

- c. Bidder Pre-Qualification Criteria (**Section IV, PREQUAL 4.1.2**) - explicit documentary evidence in support of Pre-Qualification conditions prescribed in Clause 20 – Section II.
- d. EMD of the prescribed amount in the form of a Bank Guarantee (**refer Section VI, Appendix A**) and also certifying the period of validity of the Bids for **180 days** (validity as stipulated in Clause 12-, Section II.) **from the last date of submission of the Bid** .
- e. **Bid Document Fee** in the form of a Demand Draft drawn in favor of “**PAO, UIDAI, New Delhi**” and payable at **New Delhi** (refer to Clause 1.1 – Section II).
- f. Notarized **Power of Attorney** executed by the **Bidder** in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this Bid.
- g. Undertaking from the Bidder, confirming his unconditional **acceptance of full responsibility** for executing the ‘Scope of Work’ and meeting all obligations of this Bid.
- h. **Non-Disclosure Agreement** executed by the bidder (Section VI, Appendix D)

7.2. The Technical Bid should be comprising of the following:

- a. Bidder Profile (**Section IV, TECH 4.2.1**)
- b. Technical Bid Letter (**Section IV, TECH 4.2.2**)
- c. Minimum Requirements Compliance (**Section IV, TECH 4.2.3**)
- d. Project Plan for Deliverables (**Section IV, TECH 4.2.4**)
- e. Escalation Matrix (**Section IV, TECH 4.2.5**)
- f. List of Documents to be submitted by DCSP (**Section IV, TECH 4.2.6**)
- g. Response Sheet (**Section IV, TECH 4.2.7**)
- h. Details of Litigation (**Section IV, TECH 4.2.8**)
- i. Statement of Deviations from General Terms & Conditions of the contract (**Section IV, TECH 4.2.9**)
- j. Statement of Deviations from Schedule of Requirements (**Section IV, TECH 4.2.10**)
- k. **TECH 4.2.11, Section IV: A blank copy of the Commercial Bid** should be enclosed with the Technical Bid with the price column of the Commercial Bid format blanked out. A tick mark (✓) shall be provided against each item of the Commercial Bid Format to indicate that there is a quote against this item in the Commercial Bid.

7.3. The Commercial Bid should comprise of the following:

- a. Bidder Profile (**Section IV, COMM 4.3.1**)
- b. Commercial Bid Letter (**Section IV, COMM 4.3.2**)
- c. Detailed Cost Sheet (**Section IV, COMM 4.3.3**)

8. Bid Prices

- 8.1. The Bidder shall indicate in the proforma prescribed in **Section IV - COMM 4.2.3**, the unit prices and total Bid Prices of the facilities/services, it proposes to provide under the Contract.
- 8.2. The unit prices quoted in the above mentioned proforma will be used to calculate charges for 'change orders' through the validity of the contract, including extensions, if any.
- 8.3. In the absence of above information, as requested in **Clause 8.1 and 8.2 of Section II**, a Bid **may be considered incomplete and summarily rejected**.
- 8.4. The Bidder shall prepare the Bid based on details provided in the Bid Documents. It must be clearly understood that the quantities, specifications and drawings are intended to give the Bidders an idea about the order and magnitude of the work and are not in any way exhaustive and guaranteed by Purchaser. Bidder shall carry out the design and detailed engineering of the facilities in accordance with the requirement of the Bid Document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid Document and conceptual design to complete the Work duly operable and safe. If during detailed engineering any upward revisions of the specifications and sizes given in the Bid Document, specifications and drawings etc. are to be made to meet the requirement of Bid Documents and conceptual design; all such changes shall be carried out within the contract price without any impact to the Purchaser.

9. Firm Prices

- 9.1. Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in **Section IV - COMM 4.3.3** enclosed with the Bid. The Bid Prices shall be indicated in **Indian Rupees (INR)** only.
- 9.2. 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. Such charges should to be shown separately in **Section IV - COMM 4.3.3**. However, should there be a change in the applicable taxes; the changes shall be transferred to the purchaser on both sides of the changes.
- 9.3. The Purchaser reserves the right to review and negotiate the charges payable for the Data Center Hire, its Facilities, Maintenance and Management at any time during the period of the contract.

10. Discount

- 10.1. The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes. However, in the event of such an offer, without considering discount, being found to be the best evaluated Bid, the Purchaser shall avail such discount at the time of award of contract.

11. Bidder Qualification

- 11.1. The "Bidder" as used in the Bid Documents shall mean the one who has signed the Bid Form. The Bidder may be either the **Principal Officer** or his duly **Authorized Representative**, in which case he/she shall submit a certificate of authority. All

certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the representative and the Principal Officer.

11.2. It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as :

a) Constituted attorney, if it is a company.

OR

b) The Principal Officer or his duly Authorized Representative,

The Bidder shall sign its Bid with the exact name of the firm/company to whom the contract is to be issued. The Bid shall be duly signed and sealed by an executive officer of the Bidder's organization. Each Bid shall be signed by a duly authorized officer and in case of a corporation the same shall be signed by the authorized signatory of the corporation appropriately executed under seal.

The Bidder shall clearly indicate their legal constitution and the person signing the Bid shall state his capacity and also source of his ability to bind the Bidder.

The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid.

11.3. **Purchaser may reject outright any Bid not supported by adequate proof of the Signatory's Authority.**

12. Earnest Money Deposit (EMD)

12.1. The Bidder shall furnish, as part of its Bid, an EMD of the amount mentioned in Clause 2 of Section I.

12.2. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the EMD's forfeiture, pursuant to **Clause 12.7**.

12.3. The EMD shall be denominated in Indian Rupees, and shall be in the form of a bank guarantee issued by a **Nationalized / Scheduled Bank**, in the proforma provided at **Appendix A of Section VI** in the Bid Document and shall be valid for 45 days beyond the validity of the Bid.

12.4. Bidders who are Government departments and Central Public Sector Undertakings are exempted from furnishing of EMD. **Any Bid not secured in accordance with Clauses 12.1 and 12.3 will be rejected by the Purchaser as non-responsive.**

12.5. Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible but not later than 30 days after the expiration of the period of Bid Validity prescribed by the Purchaser, pursuant to **Clause 34.3**.

12.6. The Successful Bidder's EMD will be discharged upon the Bidder executing the Contract, pursuant to **Clause 35** and furnishing the Performance Guarantee, pursuant to **Clause 36. No interest will be paid by the Purchaser on the EMD amount.**

12.7. The EMD may be forfeited:

a) if a Bidder withdraws its Bid during the period of Bid Validity specified by the Bidder in the Bid; or

b) in the case of a Successful Bidder, if the Bidder fails;

i. to sign the Contract in accordance with **Clause 35**; or

- ii. to furnish Performance Guarantee in accordance with **Clause 36**.

13. Period of Validity of Bids

- 13.1. Bids shall remain valid for **180 days** from the last date of submission of the Bid. **A Bid valid for a shorter period may be rejected by the Purchaser as non-responsive.**
- 13.2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the Period of Validity. The request and the responses thereto shall be made in writing (or by fax). The validity of EMD provided under **Clause 12** shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify its Bid.

14. Format and Signing of Bid

- 14.1. The Bidder shall prepare two copies the Bid, clearly marking each "Original", "First Copy" and "Second Copy" as appropriate in accordance with **Clause 1**. In the event of any discrepancy between them, the original shall govern.
- 14.2. The original and all copies of the Bid shall be typed or written in indelible ink. **The Original and All Copies** shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract in accordance with **Clause 11**. The authorization shall be indicated by written power-of-attorney accompanying the Bid. **All pages of the Bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the Bid.**
- 14.3. 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 initialed by the person or persons signing the Bid.
- 14.4. The Bidder shall duly sign and seal its Bid with the exact name of the Firm/Company to whom the contract is to be issued.
- 14.5. The Bidder shall seal and mark the original and the copy of each Bid strictly in accordance with **Clause 1**.
- 14.6. If the outer cover of the Bid is not sealed and marked as required by **Clause 1**, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

15. Revelation of Prices

- 15.1. **Prices in any form or by any reason before opening of the Commercial Bids should not be revealed, failing which the offer shall be liable to be rejected.** If price change is envisaged due to any clarification, a revised Commercial Bid in a separate sealed cover shall be submitted with prior written permission of the Purchaser.

16. Terms & Conditions of Bidders

- 16.1. Printed Terms & Conditions (General Conditions) of the Bidders will not be considered as forming part of their Bids. In case the General Terms & Conditions of the Contract (**Section III**) applicable to this Invitation of Bid are not acceptable to any Bidder, he should clearly specify deviations, assumptions in his Technical Bid as per **TECH 4.2.9 of Section IV**).
- 16.2. Similarly, in case the Services being offered has deviations from the Schedule of Requirements laid down in **Section V**, the Bidder shall describe in what respects and to what extent the Services being offered differ/deviate from the Schedule of Requirements, even though the deviations may not be very material. Bidder must state

categorically whether or not his offer conforms to Bid Schedule of Requirements and indicate deviations, if any, in his Technical Bid (**TECH 4.2.10 of Section IV**)

17. Local Conditions

- 17.1. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors at the respective Data Center locations, which would have any effect on the performance of the contract and / or the cost.
- 17.2. The Bidder is expected to obtain for himself on his own responsibility all information that may be necessary for preparing the Bid and entering into contract. Obtaining such information shall be at Bidder's own cost.
- 17.3. Failure to obtain the information necessary for preparing the Bids and entering into contract will in no way relieve the Successful Bidder from furnishing any material, facility or performing any work in accordance with the Bidding Documents, as a lump sum turnkey contract.
- 17.4. 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. The Purchaser shall not entertain any request for clarification from the Bidder regarding such local conditions.
- 17.5. 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 the Purchaser and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Purchaser on account of failure of the Bidder to appraise themselves of local laws / conditions.

18. Headings

- 18.1. The headings of conditions hereto shall not affect the construction thereof.

19. Conditions for Pre-Qualification of Bidders

- 19.1. Pursuant to **Clause 1.7 and Clause 7.3 of Section II**, the prospective Bidder shall have to enclose documentary evidence in support of following conditions, in the absence of which the **Bid will be rejected summarily at the Pre-qualification Stage**. Bidder should submit EMD of the prescribed amount and validity pursuant to **Clause 12**.

Hiring of Data Centre space & Facilities, Unique Identification Authority of India (UIDAI)		
S r. N	Description	Proof
1	The Bidder should be a Company registered in India under the Companies Act, 1956 and be in business for last three years ending 31/03/2013.	Copy of the Certificate of incorporation and amendment if any thereof
2	The Bidder should be in business of Data Center services for a minimum duration of two years and should have average annual turnover of Rs.100 Crore in the last three financial years ending 31/03/2013.	Audited Financial Statements Balance sheets and P&L statements for last three

Hiring of Data Centre space & Facilities, Unique Identification Authority of India (UIDAI)		
S r. N	Description	Proof
		years
3	The bidder should have average annual revenue of Rs. 15 Crore from Data center related services in the last two financial years ending 31/03/2013.	Self declaration certificate duly certified by CEO/CFO/MD/ Authorized Signatory of the Bidder's organisation
4	The bidder should currently have operational Data Center collocation space of cumulative 5, 000 sq. feet (Space of IT Racks, PAHUs and PDU) for commercial use.	Self declaration certificate duly certified by CEO/CFO/MD/ Authorized Signatory of the Bidder's organization mentioning the address of the respective DC sites
5	<p>The bidder should have hosted data center collocation space for minimum 2 customers and each customer availing at least 500 Sq feet DC space (Space of IT Racks,PAHUs and PDU) for a period of at least six (6) months on date of opening of pre-qualification bid.</p> <p>Note- In case of consortium, then each party Bidder and Consortium partner should have minimum one customer availing at least 500 sq.ft DC space (Space of IT Racks,PAHUs and PDU) for a period of at least six (6) months on date of opening of pre-qualification bid.</p>	Self declaration certificate duly certified by CEO/CFO/MD/ Authorized Signatory of the Bidder's organization mentioning the name of its customers , start date and duration of contract
6	<p>The proposed data centre ready space should preferably be contiguous on same floor or on maximum two floors adjacent to each other or one above the other with common services shaft.</p> <p>The support area space proposed should be in same data center building however office area can be in other building but should be in same campus/premises.</p>	<p>Data Center Layout with indicating the respective rooms proposed for DC and support areas as per UIDAI's requirement and the layout shall be duly certified by CEO/CFO/MD/ Authorized Signatory of the Bidder's organization.</p> <p>Sanction Power approval certificate from Electricity supplier company and an undertaking duly certified by the bidder's MD/CEO/CFO to make available sanctioned load for the UIDAI's data center at the time of the award of contract. Bidder shall also provide details of current load utilization and available spare capacity (kVA) which is sufficient for UIDAI's load requirement.</p>

Hiring of Data Centre space & Facilities, Unique Identification Authority of India (UIDAI)		
S r. N	Description	Proof
7	<p>Bidder's services/contract should not have been terminated by any Ministry/Department of the Govt of India or by any State Government during the last three financial years on account of their default/negligence.</p> <p>Bidder's should not have been blacklisted by any Ministry/department of the Govt of India or by any State Government</p>	Bidder shall submit undertaking referring the eligibility criteria no-7 which should be duly signed by MD/CEO/CFO/ Authorized Signatory of its organization

Note:

- Government/PSU organization, which are in the business of providing data center collocation space are eligible to bid subject to availability of ready data center space and support area as per the RFP requirement.
- The Prime Bidder or its Consortium Member or Subcontracting agency must be the Sole Owner or lessee of the whole building/Floor in which the data center and support area space proposed.
- The DCSP will in the ordinary course be permitted to appoint any delegate/subcontractor to enable execution of the Schedule of Requirements as stipulated under the Contract. Provided that such a delegate/subcontractor meets the technical pre-qualifications (Sr. 5 & 6 of clause-19, Sec-II, Eligibility Criteria) prescribed by the Purchaser
- Power of Attorney would be required in the name of authorised signatory for signing respective documents.
- In the case of consortium/subcontracting arrangements the term "Bidder" should be considered as "Prime Bidder".

20. Sealing and Marking of Bids

- 20.1. The Bidders shall seal and mark the original and the duplicate copy of each Bid strictly in accordance with **Clause 1 of Section II**.
- 20.2. If the outer cover of the Bid is not sealed and marked as required by **Clause 1 of Section II**, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

21. Last Date for Receipt of Bids

- 21.1. Bids will be received by the Purchaser at the address specified under **Clause 4(b) of Section I** not later than the time and date specified in **Clause 4(c) of Section I**. In the event of the specified date for the receipt of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.
- 21.2. The Purchaser may, at its discretion, extend the last date for the receipt of Bids by amending the Bid Document in accordance with **Clause 5 of Section II**, in which case all rights and obligations of the Purchaser and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

22. Late Bids

- 22.1. Any Bid received by the Purchaser after the last date for receipt of Bids prescribed by the Purchaser, pursuant to **Clause 4(c) of Section I**, **will be rejected and/or returned unopened to the Bidder.**

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the last date prescribed for receipt of Bids.
- 23.2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of **Clause 1 of Section II**. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of Bids.
- 23.3. No Bid may be modified subsequent to the last date for receipt of Bids.
- 23.4. No Bid may be withdrawn in the interval between the last date for receipt of Bids and the expiry of the Bid Validity Period specified by the Bidder in the Bid. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

24. Address for Correspondence

- 24.1. The Bidder shall designate the official mailing address, place, fax number and email address to which all correspondence shall be sent by the Purchaser.

25. Opening of Bids by Purchaser

- 25.1. The Purchaser will open the **Pre-Qualification Bid**, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in **Clause 4 of Section I** of this Document.
- 25.2. On the basis of information furnished in the Pre-Qualification Bid pursuant to **Clause 20 of Section II and documents required as per clause 7.1 of Section II**, Bidders will be pre-qualified. The Bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation, and the sealed Technical and Commercial Bids of such Bidders will be returned unopened immediately.
- 25.3. Bids of only Pre-qualified Bidders will be taken up for further evaluation.
- 25.4. Post Pre-Qualification, the Purchaser will open the **Technical Bid**, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in **Clause 4 of Section I** of this Document.
- 25.5. On the basis of information furnished in the technical Bid the Bidders will be technically qualified. The Bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation, and the sealed Commercial Bids of such Bidders will be returned unopened immediately.
- 25.6. The Bidders' names, modifications, Bid withdrawals and the presence or absence of the requisite EMD and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the Bid opening.
- 25.7. The Purchaser will prepare minutes of the Bid opening.

26. Clarifications

- 26.1. When deemed necessary, the Purchaser 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 price quoted.

27. Preliminary Examination

- 27.1. The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 27.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. **If the Bidder does not accept the correction of the errors, its Bid will be rejected.** If there is a discrepancy between words and figures, the amount in words will prevail.
- 27.3. A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 27.4. The Purchaser may waive any minor informality or nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

28. Contacting the Purchaser

- 28.1. No Bidder shall contact the Purchaser on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.
- 28.2. Any effort by a Bidder to influence the Purchaser's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidder's Bid.

29. Post Qualification

- 29.1. The Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the best evaluated responsive Bid is qualified to satisfactorily perform the Contract.
- 29.2. This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities. It will also include an examination of the documentary evidence submitted by the Bidder pursuant to **Clause 20 of Section-II**, as well as such other information as the Purchaser deems necessary and appropriate.
- 29.3. 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; the Purchaser will proceed to the next best evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

30. Evaluation of Bids

- 30.1. The Bidder must possess the requisite experience, strength and capabilities in hosting the data center collocation space for operating and managing the physical infrastructure services for meeting the Purchaser's requirements, as described in the Bid Document. The Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully commission, maintain and manage the Data Center

facility and provide the services sought by the Purchaser, for the entire period of the contract. The Bidder's Bid must be complete in all respects and covering the entire Schedule of Requirements, minimum requirements as stipulated in the Bid Document.

- 30.2. The evaluation process of the Bid proposed to be adopted by the Purchaser is indicated under this clause. The purpose of this clause is only to provide the Bidder an idea of the evaluation process that the Purchaser may adopt. However, the Purchaser reserves the right to modify the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change.

30.3. Preliminary Examination

- i. The Purchaser will examine the Bids to determine whether they are complete, whether the Bid format confirms to the Bid requirements, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii. The Purchaser may waive any informality or nonconformity or irregularity in a Bid which does not constitute a material deviation according to the Purchaser, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

30.4. Evaluation of Eligibility Criteria

- i. An evaluation committee will be formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Bidders.
- ii. In this part, the pre-qualification bid will be reviewed for determining the Compliance of the response to the Eligibility Criteria as mentioned in the **Clause 19**, Section-II of the RFP.
- iii. Before opening and evaluation of their technical proposals, bidders are expected to meet the Eligibility Criteria as mentioned in the **Clause 19**, Section-II of the RFP

The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The bidder must also possess the technical knowhow and the financial wherewithal that would be required to successfully provide the data center and support services sought by UIDAI for the entire period of the contract. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the RFP document. The invitation to the bids is open to all bidders who qualify the eligibility criteria mentioned in the **Clause 19**, Section-II of the RFP

Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting eligibility criteria are liable to be rejected summarily and will not qualify for technical evaluation.

30.5. Evaluation of Technical Bids

- i. An evaluation committee will be formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Bidders.

- ii. In this part, the technical bid will first be reviewed for determining the Compliance of the Technical bids with the Tender terms and conditions, service level requirements and the scope of work as defined in this tender.
- iii. Technical Bids will then be evaluated for the following broad parameters:

Technical Evaluation parameters		
Sr. No	Description	Maximum Score
A. Architectural and Structural		
A.1	Architectural and Structural	70
A.2	Architectural and Structural	70
A.3	Architectural and Structural	60
	Sub Total (A)	200
B. Electrical Systems: Design Consideration		
B.1	Power	25
B.2	Transformer	20
B.3	Diesel Generator	40
B.4	Main LT Distribution Panel	20
B.5	UPS System	45
B.6	LT Distribution Panels and Rack Distribution	25
B.7	Earthing and Lighting	25
	Sub Total (B)	200
C. Heat Ventilation and Air Conditioning Design Consideration		
C.1	Precision Air Conditioning	80
C.2	Comfort Air Conditioning	20
	Sub Total (C)	100
D. Fire Systems Design Consideration		
D.1	Fire Alarm System	30
D.2	Fire Suppression System	30
	Sub Total (D)	60
E. Security System Design Consideration:		
E.1	Physical Security	25
E.2	Closed Circuit Television	25
E.3	Access Control System	30
	Sub Total (E)	80
F. BMS System Design Consideration		
	BMS System Design Consideration	30
	(Sub-Total F)	30
G. Bidder Experience and Profile		
	Bidder Experience and Profile	80
	(Sub-Total G)	80

	Grand Total of Technical Evaluation Parameters	750
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- iv. Technical Bids receiving a score greater than or equal to a cut-off score of 70 % ($750 \times 0.70 = 525$) with a minimum of 50% marks under “each sub parameter **A.1 to A.3, B.1 to B.7, C.1 to C.2, D.1 to D.2, E.1 to E.3, F and G**-Technical evaluation parameters” will be eligible for consideration in the subsequent rounds. If required, the Purchaser may seek specific clarifications from any or all Bidder(s) at this stage. The Purchaser shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidders(s).
- v. Any bid found to be unsatisfactory in terms of any of the evaluated parameters as mentioned above be rejected and will not be considered for further evaluation. Bids that are technically qualified would only be taken up for commercial evaluation.

Bidders shall note that:

- 1. **Inputs for the above evaluation** shall be derived from the **respective responses to the Bid Document** as specified in **Section V** of the Bid Document, as applicable.
- 2. The Detailed Response Sheet with points allotted is specified in **Section IV, TECH 4.2.7**.
- 3. **UIDAI will conduct site visit at the proposed data center facility for technical evaluation of bids**

30.6. Opening of Commercial Bids

The Purchaser will open the Commercial Bids of only Technically Qualified Bidders, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as decided by the Purchaser and the same will be evaluated by a duly constituted Finance Evaluation Committee (UIDAI).

30.7. Evaluation of Commercial Bids

- i. The Commercial Bids shall be evaluated by the Purchaser for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- ii. The Commercial Bid shall contain the total cost of all services, comprising of all items as mentioned in COMM 4.3.1 to COMM 4.3.3 of Section IV, proposed to be charged by the Bidder.
- iii. The overall Bid Price, computed by the Purchaser based on the rates quoted by the bidder, shall be used by the Purchaser for the purpose of commercial evaluation of Bids.
- iv. The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as

the lowest evaluated bid (L1) in commercials (Total Bid Price ("P") = Value 1 + Value 2 + Value 3 -Summary Table - BREAK DOWN OF COST COMPONENTS in Section-IV) provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily

- v. In the event the L1 bidder does not accept the contract, EMD of the bidder will be forfeited and the bidder of the next higher Total Bid Price ("P") (L2) will be selected for signing of the contract.
- vi. If required UIDAI as its discretion can award the contract simulatenaoulsy to other bidders also, if other bidder matches the price of L1 bidder and this will be in addition to L1 if accepted the contract.
- vii. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder. However, the Committee/its authorized representative and office of UIDAI can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

31. Purchaser's Right to Vary Scope of Contract at the time of Award

- 31.1. The Purchaser may at any time, by a written order given to the Bidder pursuant to **Clause 36 of Section III**, make changes within the general scope of the Contract.
- 31.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Bidder'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 Price or Stipulated Time Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the Purchaser's changed order.

32. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

- 32.1. The Purchaser 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 or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

33. Notification of Award

- 33.1. Prior to the expiration of the period of Bid Validity, the Purchaser will notify the Successful Bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its Bid has been accepted.
- 33.2. The notification of award will constitute the formation of the Contract.
- 33.3. Upon the Successful Bidder's furnishing of performance guarantee pursuant to **Clause 35 of Section II**, the Purchaser will discharge EMD of Unsuccessful Bidders, pursuant to **Clause 12 of Section II**.

34. Signing of Contract

- 34.1. At the same time as the Purchaser notifies the Successful Bidder that its Bid has been accepted, the Purchaser will send the Bidder the Contract Form (**Appendix C of Section VI**) provided in the Bid Document, incorporating all agreements between the parties.

- 34.2. Within 7 days of receipt of the Contract Form, the Successful Bidder shall sign and date the Contract and return it to the Purchaser.

35. Performance Guarantee

- 35.1. Within 7 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at **Appendix B of Section VI. The Performance Guarantee will be 10% of the actual contract value.**
- 35.2. Failure of the Successful Bidder to comply with the requirement of **Clause 34 or Clause 35 of Section II** shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the Purchaser may award the Contract to the next Best Evaluated Bidder or call for new Bids.

36. Confidentiality of the Document

- 36.1. This Bid Document is confidential and the Bidder is required to furnish an undertaking that anything contained in this Bid Document shall not be disclosed in any manner, whatsoever.

37. Financial Model

- 37.1. The Bidders should note that in the event of selection it shall be their responsibility to offer a guaranteed service as per requirements of the Purchaser indicated within the Schedule of Requirements.
- 37.2. The entire investment for the Schedule of Requirements detailed in **Clause 2 of Section V** and Annexes thereon of the Bid Document, including but not limited to, all related ongoing services, statutory payments and insurance coverage etc., is required to be borne by the selected Bidder. The period of contract between the Purchaser and the selected Bidder will be for an initial period of One (1) year . The period of contract may be further extended at the Terms & Conditions mutually agreed upon subject to the terms and conditions as specified in **Section III** of the Bid Document.
- 37.3. This Bid Document envisages the Data Center requirements as specified under the Schedule of Requirements. However, it is likely that the Data Center requirement covered as a part of scope may undergo a change during the process of implementation or at a later date. Such a change would be executed through a change order process. For this purpose it is mandatory that the Bidder is required to provide the applicable unit rates (**Section IV - COMM 4.3.3**) failing which the Bid will be considered as incomplete.

38. Bidder related conditions

- 38.1. The Bidder should confirm unconditional acceptance of full responsibility of completion of job and for executing the 'Schedule of Requirements' of this Bid. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.
- 38.2. The Bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. The Bidder should not have been black-listed by any Central / State Government or Public Sector Undertakings. If at any stage of Bidding process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge

of the Purchaser, the Purchaser shall have the right to reject the Bid or terminate the contract, as the case may be, without any compensation to the Bidder.

38.3. The Bidders whose proposal for the purpose of this Bid involves technical collaboration / joint venture with foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Government's approval is necessary, should submit a copy of Government's approval to the Purchaser, prior to the Date of Opening of Commercial Bid.

38.4. Bids fulfilling partial requirements would be summarily rejected.

39. Rejection Criteria

Besides other Terms & Conditions highlighted in this Bid Document, following vital conditions should be strictly complied with, failing which the Bid may be rejected.

39.1. Technical Rejection Criteria

The following vital technical conditions should be strictly complied with failing which the Bid may be rejected:

- a) Only the Bids of Bidders, who quote for the complete Schedule of Requirements as stipulated in the Bid Document, addendum (if any) and any subsequent information given to the Bidder, shall be considered. Incomplete Bids may be rejected outright.
- b) Failure to furnish all information required as per Bid Document or submission of Bid not substantially responsive to the Bid Document in every respect may lead to rejection of Bid.
- c) The Bidder shall be deemed to have complied with all clauses in the Bid Document under all the sections/chapters of the Bid Document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, Technical Specifications and General / Special Terms & Conditions unless otherwise stated in the deviation statement.
- d) Bids must conform to the timelines stipulated in the Bid.
- e) The Technical Bid shall contain no commercial details/items/values.
- f) Prices in any form or by any reason before opening the Commercial Bid should not be revealed.
- g) The Bidder should confirm unconditional acceptance of full responsibility of providing services and facilities in accordance with the 'Schedule of Requirements' of this Bid.
- h) The Data Center offered should be state-of-art and the equipment/material to be supplied as under the Schedule of Requirements of this Bid should be new, unused and recently manufactured. The Data Center along with the required facilities/infrastructure/equipment/material should conform fully to the requirement and specifications as laid down in the Bid Document.
- i) **Section V - Clause 4.0** and **Clause 5.0** which specify the "Schedule of Requirements" and "Technical Specification and Minimum Requirements" respectively, if not met may render the bid liable for rejection.

39.2. Commercial Rejection Criteria

- a) Incomplete Commercial Bid.

- b) Bids which do not conform to Bid's Commercial Bid format.
- c) Bids where prices are not firm during the entire duration of the contract and / or with any qualifications.
- d) If there is an arithmetic discrepancy in the Commercial Bid calculations the Purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected. The following vital commercial conditions should be strictly complied with failing with the Bid will be rejected.

39.3. General Rejection Criteria

- a) Bids submitted without or improper EMD.
- b) Bids received through Fax/E-Mail.
- c) Bids which do not conform to unconditional validity of the Bid as prescribed in the Bid.
- d) If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process.
- e) Bids not submitted in Two Bid systems in two separate envelopes as prescribed in the Bid.
- f) Bid received by the Purchaser after the time and date specified for receipt of Bids prescribed by the Purchaser, pursuant to **Clause 4 (c) of Section I**.
- g) Bids without power of authorization or any other document consisting of adequate proof of the Signatory's Authority

40. Consortium/Subcontracting related conditions

Refer Clause 50, Section-III of RFP

Section III – General Conditions of Contract

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1. Definitions

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

- I. **“Acceptance of Bid”** means the letter/fax or any memorandum communicating to the Bidder the acceptance of its Bids and includes an advance acceptance of its Bids.
- II. **“Business Day”** means any day that is not a Sunday or a public holiday (as per the official holidays observed by Unique Identification Authority of India).
- III. **“Confidential Information”** means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any taxpayer, or any other person who is covered within the ambit of any commercial taxes legislation including any such information that may come to the knowledge of the Parties hereto / Bidder’s Team by virtue of this Contract that:
 - a. is by its nature confidential or by the circumstances in which it is disclosed confidential; or
 - b. is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;but does not include information which is or becomes public knowledge other than by a breach of this Contract.
- IV. **“Contract”** means the Agreement entered into between the Purchaser and the DCSP as recorded in the Contract form signed by the Purchaser and the DCSP including all attachments and Annexes thereto, the Bid and all Annexes thereto and the agreed terms as set out in the Bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
- V. **“Commissioning of Data Center”** means making the required dedicated and exclusive Data Center space, Communications Room space and Non-Data Center space with required facilities, as described under Schedule of Requirements given in this Bid, available to Purchaser and getting the acceptance of the same from the Purchaser.
- VI. **“The Purchaser”** means the President of India acting through the Director General, Unique Identification Authority of India (UIDAI), Planning Commission.
- VII. **“UIDAI”**, means the Director General, Unique Identification Authority of India or any other Authorized Representative.
- VIII. **“Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.
- IX. **“Effective Date”** means the date on which this Contract is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.

- X. **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- XI. **“Kick Off Meeting”** means a meeting convened by the Purchaser to discuss and finalize the work execution plan and procedures with Contractor.
- XII. The **“DCSP (Data Center Service Provider)”** means the company with whom the order has been placed for providing Services as specified in this Bid/ Contract and shall be deemed to include the DCSP'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.
- XIII. **“DCSP’s (Data Center Service Provider’s) Team”** means the successful Bidder members, who have to provide goods and services to the Purchaser under scope of the Bid/ Contract. This definition shall also include any and/or all of the employees of the DCSP, authorized service providers/partners/agents and representatives or other personnel employed or engaged either directly or indirectly by the Data Center Service Provider for the purposes of this Bid / Contract.
- XIV. **“Parties”** means the Purchaser and the DCSP and **“Party”** means either of the Parties.
- XV. **“Purchase Officer”** means the officer signing the acceptance of Bid and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
- XVI. **“Purchaser’s Representative/Project Coordinator”** means the person or the persons appointed by the Purchaser from time to time to act on its behalf for overall co-ordination, supervision and project management.
- XVII. **“Service”** means facilities/services to be provided as per the requirements specified in this Bid Document and any other incidental services, such as installation, implementation, maintenance, provision of technical assistance and other such obligations of the DCSP covered under the Contract.
- XVIII. **“Service Specification”** means and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract as well as those specifications relating to Industry standards and codes applicable to the performance of the work, work performance quality and the specifications affecting the works or any additional specification required to be produced by the Contractor to meet the design criteria.
- XIX. **“Site”** means the Data Center space, Support Area Space and other Non-Data Center space approved by the Purchaser for the purposes of the CONTRACT wherein the operations/services/facilities as specified in the Schedule of Requirements are to be provided/ carried out.

- XX. **“Sub-Contractor”** means any person or persons or firm/company or their legal representatives, successors, assignees to which part of contract has been subletted by the Contractor after necessary consent of Purchaser.
- XXI. **“The Contract Price/Value”** means the price payable to the DCSP under the Contract for the full and proper performance of its contractual obligations.

2. Interpretation

2.1 In this Contract unless a contrary intention is evident:

- a. the clause headings are for convenient reference only and do not form part of this Contract;
- b. unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- c. unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- d. a word in the singular includes the plural and a word in the plural includes the singular;
- e. a word importing a gender includes any other gender;
- f. a reference to a person includes a partnership and a body corporate;
- g. a reference to legislation includes legislation repealing, replacing or amending that legislation;
- h. 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;
- i. in the event of an inconsistency between the terms of this Contract and terms of his bid, the Bid, the terms hereof shall prevail.

3. Conditions Precedent

3.1. This Contract is subject to the fulfillment of the following conditions precedent by the DCSP.

Furnishing of an unconditional and irrevocable and continuing Contract Performance Bank Guarantee for the sum of Rs. ____/- (10% of the total contract value), in a form and manner acceptable to the Purchaser (**Refer Clause 35 of Section II and Clause 33 of Section III**) which would remain valid until such time and be renewable as may be stipulated by the Purchaser.

- a. Execution of a Deed of Indemnity in terms of **Clause 17 of Section III**.
- b. Obtaining of all statutory and other approvals required for the performance of the Services under this Contract.
- c. Furnishing of such other documents, including definitive documents as the Purchaser may specify.

- d. Where the designated DCSP 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 DCSP's failure to fulfill all selection criteria specified in the Bid), the parent or flagship company/ majority shareholder of such DCSP having furnished an unconditional, irrevocable and continuing guarantee of an amount equivalent to Rs ____/- on behalf of the DCSP 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.

The Purchaser reserves the right to waive any or all of the conditions specified in **Clause 3.1 of Section III** above in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have.

4. Scope of the Contract

- 4.1. Scope of the Contract shall be as defined in **Section V** of this Bid.
- 4.2. Purchaser has engaged the DCSP for **“Hiring of Data Centre space & Facilities for Unique Identification Authority of India at Bengaluru region”** which the Purchaser intends to perform all its business operations. The DCSP is required to provide such services, support and infrastructure 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 Bid and this Contract and are deemed necessary by the Purchaser, in order to meet its business requirements (hereinafter ‘Schedule of Requirements’).

5. Key Performance Measurements

- 5.1. Unless specified by the Purchaser to the contrary, the DCSP shall perform the Services and carry out the Schedule of Requirements in accordance with the terms of this Contract, Scheduled Requirements and the Service Specifications as laid down in Service Level Agreement (**Section VII**).
- 5.2. If the Contract, Scheduled Requirements, Service Specification includes 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.
- 5.3. The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Schedule of Requirements. The Purchaser reserves the right to amend any of the terms and conditions in relation to the Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Schedule of Requirements.

6. Commencement and progress

- 6.1. The DCSP shall subject to the fulfillment of the conditions precedent set out in **Clause 3 of Section III** above, commence the performance of its obligations in a manner as specified in the Contract/ Schedule of Requirements & Service Specifications on the Effective Date.

- 6.2. The DCSP shall proceed to carry out the Services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- 6.3. The DCSP shall be responsible for and shall ensure that all Services are performed in accordance with the Contract/ Schedule of Requirements & Service Specifications and that the DCSP's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.

7. Standards of Performance

The DCSP shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The DCSP shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third Parties.

8. Sub – Contract

- 8.1. The DCSP will in the ordinary course be permitted to appoint any delegate/subcontractor to enable execution of the Schedule of Requirements as stipulated under the Contract. Provided that such a delegate/subcontractor meets the technical pre-qualifications (Sr. 5 ,Sr.6 & Sr.7 of clause-19, Sec-II,Eligibility Criteria) prescribed by the Purchaser. Any such sub-contract shall in no manner whatsoever relieve the DCSP of its obligations and/ or liabilities, in respect of the services/ obligations so sub contracted, under this Contract. It is clarified that the DCSP shall remain liable and responsible for any/ all acts, omissions or defaults of the sub-contract (s), and shall indemnify the Purchaser in respect thereof.
- 8.2. The DCSP shall immediately upon execution of the contract(s) to be entered into with such delegate/sub-contractor provide a copy of the same to the Purchaser and shall not review, amend, modify or terminate the terms of such contracts without the prior written consent of the Purchaser.
- 8.3. Prior to executing any contract or entering into any Contract or understanding with a any delegate/sub-contractor, the DCSP shall ensure that each delegate/sub-contractor appointed by the DCSP executes a Deed of Adherence and a performance Undertaking. A copy of the detailed agreement with prices blanked shall be submitted to the Purchaser within 15 days from the date of signing the Contract.
- 8.4. The DCSP shall ensure that the delegate/subcontractor appointed is competent and professional and possess the requisite qualifications and experience appropriate to the tasks they will perform under this Contract.
- 8.5. Any change in the Sub-contractor(s) after the arrangement is firmed up, will be made by Contractor only with the prior written approval of the Purchaser which approval shall not be unreasonably withheld and only from amongst those sub-contractor(s) as proposed by the Contractor in his Bid and as are found technically acceptable.

The Purchaser's decision shall be notified to the contractor within fourteen (14) Working Days of receipt of request for such change along with all necessary documents in support of the requested change provided, however, that request for change is received at least one (1) month prior to the schedule start of the relevant activity.

- 8.6. The DCSP shall be responsible and shall ensure the proper commissioning and performance of the Data Center / services or tasks so delegated/sub-contracted and shall be liable for any non-performance or breach by such delegate/sub-contractor. The DCSP indemnifies and shall keep indemnified Purchaser against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such delegate/sub-contractor. The DCSP shall be responsible for making all payments to the delegate/sub-contractor as may be necessary, in respect of any work performed or task executed, and the Purchaser shall not be responsible for any part or full payment which is to due to such delegate/sub-contractor.
- 8.7. All rights of use of any process, product, service or facility developed or any other task performed by the delegate/subcontractor for the DCSP, under a subcontract/agreement would lie exclusively with the Purchaser in perpetuity free from all liens, encumbrances and other third party rights and the DCSP shall, wherever required take all steps that may be necessary to ensure the transfer of such ownership in favour of the Purchaser.
- 8.8. Nothing in this Contract or any delegation/subcontract agreement hereunder shall relieve the DCSP from its liabilities or obligations under this Contract to provide the Services in accordance with this Contract. However, the Purchaser reserves the right to hold the delegate/subcontractor and the DCSP jointly and severally liable for any act/omission of any delegate/subcontractor.
- 8.9. Where the Purchaser deems necessary, it shall have the right to require replacement of any delegate/sub-contractor with another delegate/sub-contractor and the DCSP shall in such case terminate forthwith all agreements/contracts other arrangements with such delegate/sub-contractor and find of the suitable replacement for such delegate/sub-contractor to the satisfaction of the Purchaser at no additional charge. Failure on the part of the DCSP to find a suitable replacement and/or terminate all agreements/contracts with such member, shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the DCSP all losses/ or other damages that may have resulted from such failure. Further, in case the DCSP terminates any contract/arrangement or agreement with a delegate/sub-contractor for any reason whatsoever, the DCSP shall ensure the smooth continuation of Services by providing forthwith, a suitable replacement which is acceptable to the Purchaser at no additional charge.
- 8.10. In the event of termination of this Contract, the Purchaser reserves the right to require the continued performance or execution of all sub-contracts or contracts which the DCSP had originally entered into with any delegate/sub-contractor, irrespective of whether the DCSP continues to perform its designated role. The above obligation of the delegate/sub-contractor shall be in accordance with the Deed of Adherence and Undertaking provided by the delegate/sub-contractor to the DCSP.

9. DCSP's obligations

9.1. The DCSP would be required to own, develop, maintain and manage the requisite Data Center facilities to enable the UIDAI to meet the operational requirements. It will be the DCSP's responsibility to ensure compliance to the requirements of the Data Center and continued operation of the Data Center in accordance with and in strict adherence to the terms of his Bid, the Bid and this Contract.

9.2. In addition to the aforementioned, the DCSP shall:

Perform the Services specified by the Purchaser and commission the necessary facilities as may be necessary and other 'Schedule of Requirements' as specified in the bid and changes thereof.

9.3. The DCSP shall ensure that the DCSP's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The DCSP shall ensure that the Services are performed through the efforts of the DCSP's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the DCSP from its liabilities or obligations under this Contract to provide the Services in accordance with the Purchaser's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Purchaser and the DCSP shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.

9.4. DCSP's Representative

The DCSP's representative shall have all the powers requisite for the performance of services under this contract. The DCSP's Representative shall liaise with the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to Purchaser's representative in the manner required by them for supervision/inspection/observation of the Data Center facilities, equipment/material, procedures, performance, reports and records pertaining to the works. He shall also have complete charge of the DCSP's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. He shall also co-ordinate and co-operate with the other Service Providers/Vendors of the Purchaser working at the Site/ Offsite for activities related to planning execution of Schedule of Requirements and providing services under this Contract. Such DCSP's representative shall be available to the Purchaser's Representative at each Site during the commissioning of the Data Center.

9.5. Access Rights to the Data Center

The DCSP shall provide to the Purchaser or Purchaser's authorized representative unrestricted access to the Data Center area on a 24X7X365 basis including approach/passage leading to the said area. The Purchaser shall also have the right to visit/inspect the areas used for facilities like UPS, AC, DG fuel storage, etc.

9.6. Installation/Relocation

- a. Prior to taking up installation of any major component of work at the Data Center that is likely to have an impact on the services offered to the Purchaser; the DCSP shall submit to Purchaser his proposed procedures and obtain Purchaser's approval in writing. If no response is provided by the Purchaser to

the DCSP within 10 working days after receipt by the Purchaser, then the proposed procedure shall be deemed to be approved by the Purchaser.

- b. Relocation of Data Center: Under normal circumstances relocation of the Data Center by the DCSP shall not be permitted by the Purchaser. In the event of any major adverse extraneous circumstances the DCSP may be allowed to carry out such relocation as is acceptable and approved by the Purchaser.

9.7. Reporting Progress

DCSP shall monitor progress of all the activities specified in the contract and submit a free of cost monthly progress report about the various aspects of the work to the Purchaser. The Purchaser on mutual agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 3 copies, along with 3 copies of monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed at the Kick-Off meeting.

The Data Center space, facilities, materials and/or labour to be provided by the DCSP under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of Purchaser's representative in accordance with the Contract. Should the rate of progress of the work, compliance to the requirements of the Data Center/its facilities, or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation of the Data Center, the Purchaser's representative shall so notify the DCSP in writing.

The DCSP shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The DCSP shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Purchaser or Purchaser's representative that the actual progress of work does not conform to the approved programme the DCSP shall produce at the request of the Purchaser's representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements.

The submission seeking an approval by the Purchaser or Purchaser's representative of such programme as the furnishing of such particulars shall not relieve the DCSP of any of his duties or responsibilities under the Contract.

In case during commissioning of required Data Center facilities, the progress falls behind schedule or does not meet the desired requirements, DCSP shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. Programme for deployment of extra man power/ resources/ infrastructure will be submitted to the Purchaser for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the DCSP unless otherwise expressly provided in the Contract.

9.8. Knowledge of site conditions

The DCSP's undertaking of this Contract shall be deemed to mean that the DCSP possesses the knowledge of all data center related requirements as stipulated in the

Bid Document including but not limited to environmental, demographic and physical conditions and all criteria required to meet the design of the data centers.

The DCSP shall be deemed to have understood the requirements and have satisfied himself with the data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc., and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during the process of commissioning of facilities at the Data Center, as required by purchaser, DCSP detects any obstructions affecting the work, the DCSP shall take all measures to overcome them.

DCSP shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the DCSP undertaking the works shall cover all the DCSP's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which the Purchaser's Representative may issue in accordance with the connection therewith and of any proper and reasonable measures which the DCSP takes in the absence of specific instructions from the Purchaser's Representative.

9.9. Programme of Work

Within fifteen days after the award of work under this Contract or prior to kick-off meeting whichever is earlier, the DCSP shall submit to the Purchaser for its approval a detailed programme showing the sequence, procedure and method in which he proposes to carry out the works as stipulated in the Contract and shall, whenever reasonably required by the Purchaser's Representative furnish in writing the arrangements and methods proposed to be made for carrying out the works. The programme so submitted by the DCSP shall conform to the duties and periods specified in the Contract. The Purchaser and the DCSP shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the DCSP intends to deploy and shall be clearly specified. Approval by the Purchaser's Representative of a programme shall not relieve the DCSP of any of his duties or responsibilities under the Contract.

If the DCSP's work plans necessitate a disruption/ shutdown in Purchaser's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of the Bidder to develop/adhere such a work plan shall be to his account.

9.10. DCSP's Organization

The DCSP shall supply to the Purchaser 7 days prior to the effective date of commencement of works/services or kick-off meeting whichever is earlier, an organization chart showing the proposed organization/manpower to be established by the DCSP for execution of the work/facilities including the identities and Curriculum-Vitae of the key personnel to be deployed. The DCSP shall promptly inform the Purchaser in writing, of any revision or alteration of such organization charts.

The DCSP shall provide necessary supervision during the commissioning of the Data Center and as long thereafter as the Purchaser may consider necessary for the proper fulfillment of the DCSP's obligations under the Contract. The DCSP or his competent and authorized representative(s) shall be constantly present at the worksite whole time

for supervision. The DCSP shall authorize the Supervisor or his representative to receive directions and instructions from the Purchaser's Representative.

The DCSP shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof.

The DCSP shall provide and deploy, on the Site for carrying out the work, only those engineers/technicians/assistants who are skilled and experienced in their respective trades and those foremen and leading hands who are competent to execute or manage/ supervise the work. Further, only those skilled, semiskilled and unskilled workmen who are necessary for the proper and timely execution of the work shall be deployed at site.

The Purchaser's Representative may at any time object to and require the DCSP to remove forthwith from the site a supervisor or any other authorized representative or employee of the DCSP or any person(s) deployed by DCSP or his sub-contractor, if, in the opinion of the Purchaser's Representative the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by the Purchaser's Representative the DCSP shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of the Purchaser's Representative.

The Purchaser's Representative may at any time request the DCSP to remove from the work / Site the DCSP's supervisor or any other authorized representative including any employee of the DCSP or his sub-contractor or any person(s) deployed by DCSP or his sub-contractor for professional incompetence or negligence or for being deployed for work for which he is not suited. The DCSP shall consider the Purchaser's Representative request and may accede to or disregard it. The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the DCSP has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the DCSP to remove that person from deployment on the work, which the DCSP shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Purchaser's Representative.

The Purchaser's Representative shall state to the DCSP in writing his reasons for any request or requirement pursuant to this clause.

The DCSP shall promptly replace every person removed, pursuant to this section, with a competent substitute.

9.11. Adherence to safety procedures, rules regulations and restriction

DCSP shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and DCSP shall abide by these laws.

DCSP shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Purchaser's employee also shall comply with safety procedures/policy.

The DCSP shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

DCSP shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

Access to the Purchaser's Data Center should be strictly restricted in the following manner:

- No access to any person except one explicitly authorized by the Purchaser should be allowed entry. Even if granted, access should be restricted to the pertaining equipment of the Purchaser only and access to any other equipment must be strictly precluded by necessary means, locks, video surveillance, etc.
- No access to any person (even if authorized by the Department) should be allowed without being unaccompanied by a security staff of the DCSP at all times during his/her presence in the Data Center area and subject to recorded video surveillance. Records of such surveillance shall be maintained by the DCSP for review by the Purchaser as and when required.
- No access to any employee of the DCSP, except the essential staff who have genuine work-related need, should be given. All such access should be logged in a loss-free manner for permanent record with unique biometric identification of the employee to avoid misrepresentations or mistakes.
- The whole building should be well manned by security guards. Security guards should be able to respond constructively to any alarm generated by security system including fire. The guards should be sufficiently trained to provide onsite incidence management.

9.12. Statutory Requirements

During the tenure of this Contract nothing shall be done by the DCSP in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard.

9.13. The DCSP and their personnel/representative shall not alter / change / replace any hardware component proprietary to the Purchaser and/or under warranty or AMC of third party without prior consent of the Purchaser.

9.14. The DCSP and their personnel/representative shall not without consent of the Purchaser install any hardware or software not purchased / owned by the Purchaser.

10. Contract administration

10.1. 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:

- a. 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
- b. bind his or her Party in relation to any matter arising out of or in connection with this Contract.

- 10.2. The DCSP along with the members of Consortium and Sub-Contractors/third parties shall be bound by all undertakings and representations made by the authorized representative of the DCSP and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
- 10.3. 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 DCSP. The DCSP 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 Bid.

10.4. Contract Period/ Extension

Space (Sq. ft)	Description	Period	Tenure	
			From	To
DC Space & Support Area Space	Date of issue of LOI		T	
	Date of handover of data center space and support area	60 days	T	T+60 calendar days
	Initial Contract Period	1 Years	E=T+60 calendar days	E+ One Years

T = Date of Issue of Letter of Intent

- a. The DC space shall be in ready condition or made ready in all respect for installing IT hardware, IT equipment etc within a period of 60 calendar days from the date of issue of letter of Intent (LOI) . Subsequently, UIDAI would commence hardware equipment installation related activities.
- b. The initial contract shall be signed for one year
- c. The period of one year contract shall start after the date of handover of data center space to UIDAI i.e. within 60 calendar days from the date of issue of the LOI.
- d. Power charges shall be applicable from the date of DC space handover

11. Purchaser's Right of Inspection and Periodic Audit

- 11.1. The Purchaser reserves the right to inspect and monitor/assess the progress/performance/maintenance of the project/Data Center at any time during the course of the Contract, after providing due notice to the DCSP. The Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.
- 11.2. The Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the DCSP of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the DCSP undertakes to cooperate with and provide to the

Purchaser/ any other agency appointed by the Purchaser, all Documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the DCSP failing which the Purchaser may, without prejudice to any other rights that it may have issue a notice of default.

12. Purchaser's Obligations

- 12.1. The Purchaser's Representative shall interface with the DCSP, 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, assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.
- 12.2. Purchaser shall ensure that timely approval is provided to the DCSP, where deemed necessary, which should include physical data center diagram/plans and all specifications related to equipment/material required to be provided as part of the Schedule of Requirements.
- 12.3. The Purchaser shall approve all such documents as per **Clause 12.2 of Section III**.

13. Payments

- 13.1. Purchaser shall make payments to the DCSP at the times and in the manner set out in the Payment schedule as specified later in this document (Refer to **Clause 45 of Section III**) to this Contract subject always to the fulfillment by the DCSP of the obligations herein.
- 13.2. No invoice for extra work/charge order on account of change order will be Submitted by the DCSP unless the said extra work /change order has been authorized/approved by the Purchaser in writing in accordance with Clause on Change order.

In case of change in duties/Taxes under change in law after award of contract, appropriate parties shall be passed the benefit of the same over and above the contract value.

In case of such change, DCSP shall submit a formal request with necessary supporting documents to the Purchaser. The Purchaser shall verify these documents and if applicable and approved in writing by the Purchaser, the DCSP shall incorporate such changes in the subsequent invoice(s).

If there is any reduction in taxes / duties due to any reason whatsoever, after award of the Contract, the benefit shall be passed on to the Purchaser and vice versa.

- 13.3. In the event of Purchaser noticing at any time that any amount has been disbursed wrongly to the DCSP or any other amount is due from the DCSP to the Purchaser, the Purchaser may without prejudice to its rights to recover such amounts by other means after notifying the DCSP or deduct such amount from any payment falling due to the DCSP. The details of such recovery if any will be intimated to the DCSP. The DCSP 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 DCSP.

- 13.4. The Purchaser shall not be responsible/ obligated for making any payments or any other related obligations under this Contract to the DCSP's sub-contractor/vendors. The DCSP shall be fully liable and responsible for meeting all such obligations and all payments to be made to its sub-contractors/vendors and any other third party engaged by the DCSP in any way connected with the discharge of the DCSP's obligation under the Contract and in any manner whatsoever.
- 13.5. All payments agreed to be made by Purchaser to the DCSP in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance and up gradation of systems, 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.
- 13.6. Purchaser shall make all payments under this Contract, as set out in the Payment clause to the DCSP and shall not be liable to make any payments to any other party including but not limited to the DCSP's Team.

13.7. Deductions

All payments to the DCSP 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 DCSP is liable, the same shall be deducted by Purchaser from any dues to the DCSP. All payments to the DCSP shall be made after making necessary deductions as per terms of the Contract, including recovery of mobilization advance, if any, and recoveries towards facilities, if any, provided by the Purchaser to the DCSP on chargeable basis.

13.8. Duties and Taxes and Statutory levies

The DCSP shall bear all personnel taxes levied or imposed on its personnel, sub-contractor's personnel, Vendors, consultants etc. on account of payment received under this Contract. The DCSP shall bear all taxes, levied or imposed on the DCSP on account of payments received by it from the Purchaser for the work done under this Contract.

DCSP shall bear all taxes and duties etc. levied or imposed on the DCSP under the Contract including but not limited to Customs duty, Excise duty and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof i.e., on account of payments received by him from the Purchaser for work done under the Contract. It shall be the responsibility of the DCSP to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The DCSP shall also provide the Purchaser such information, as it may be required in regard to the DCSP's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The DCSP and his sub-contractor(s) or their personnel shall bear all the taxes if any, levied on the DCSP's sub-contractors and vendor's personnel. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the DCSP original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.

The DCSP agrees that he and his sub-contractors(s) shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be

imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.

Should the DCSP fail to submit returns/pay taxes in times as stipulated under the Indian Income Tax Act and consequently any interest or penalty is imposed by the Indian Income Tax authority, the DCSP shall pay the same. DCSP shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/DCSP.

Supplies of materials from abroad are exempted from levy of Sales Tax on works/works Contract tax (Central or state). However, the sales tax on works (central or state) if levied on supplies made from indigenous vendors for the works shall be borne by the DCSP within the Contract Price. Service Tax/ Terminal Sales Tax/ Works Contract Tax, etc, if any applicable, shall be payable extra, at actual by the Purchaser in accordance with the conditions of this Contract and upon submission of proof of payment of such taxes.

The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the DCSP at the rates in force, from the amount due to the DCSP and pay to the concerned tax authority directly.

14. Intellectual Property Rights

- 14.1. Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, specifications, reports, drawings and other documents which have been developed by the DCSP during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The DCSP undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.
- 14.2. Further, if the Purchaser desires, the DCSP shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the systems/ equipment installed by the DCSP, the same shall be acquired in the name of the Purchaser, prior to termination of this Contract and which shall be assigned by the Purchaser to the DCSP for the purpose of execution of any of its obligations under the terms of the Bid, Bid or this Contract. However, subsequent to the term of this Contract, such approvals etc. shall endure to the exclusive benefit of the Purchaser
- 14.3. The DCSP shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the DCSP shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the DCSP or any sub-contractor during the course of performance of the Services.

14.4. Information Security

The DCSP shall not carry and/ or transmit any written material, information, layouts, diagrams, storage media (hard disk/ tapes) or any other goods/ materials in physical or electronic form, which are proprietary to or owned by the Purchaser out of Data Center premises without prior written permission from the Purchaser.

The DCSP personnel shall follow Purchaser's Information Security policy and compliance to ISO 27001 standards.

DCSP acknowledges that Purchaser's business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and DCSP agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by DCSP to protect its own proprietary information. DCSP recognizes that the goodwill of Purchaser depends, among other things, upon DCSP keeping such proprietary information confidential and that unauthorized disclosure of the same by DCSP could damage the Purchaser, by reason of DCSP's duties hereunder. DCSP may come into possession of such proprietary information, even though DCSP does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. DCSP shall use such information only for the purpose of performing the said services.

DCSP shall, upon termination of this agreement for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to DCSP by Purchaser, including any copies or reproductions, both hardcopy and electronic.

14.5. Records of Contract Documents

The DCSP shall at all time make and keep sufficient copies of the Drawings, specifications and Contract documents for him to fulfill his duties under the Contract.

The DCSP shall keep on each site at least three copies of each and every specification and contract document, in excess of his own requirement and those copies shall be available at all times for use by the Purchaser's Representative and by any other person authorized by the Purchaser's Representative. Where one or more of DCSP's offices are deployed in the works, all requirements of the Contract and DCSP's obligation under the Contract shall apply equally at each office so deployed.

15. Ownership and Retention of Documents

- 15.1. The Purchaser shall own the Documents, prepared by or for the DCSP arising out of or in connection with this Contract.
- 15.2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the DCSP shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the DCSP in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The DCSP shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

16. Data and Hardware

By virtue of this Contract, the DCSP's Team may have access to personal information of the Purchaser and/or a third party or any citizen. The Purchaser has the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the DCSP's Team in the course of performing the Services under this Contract.

17. Indemnity

17.1. The DCSP shall execute and furnish to the Purchaser, a Deed of Indemnity (The draft deed of indemnity is attached as **Annexure E**) in favour of the Purchaser in a form and manner acceptable to the Purchaser, indemnifying the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- a. any negligence or wrongful act or omission by the DCSP or the DCSP's Team or any sub-contractor/ third party in connection with or incidental to this Contract; or
- b. any breach of any of the terms of the DCSP's Bid as agreed, the Bid and this Contract by the DCSP, the DCSP's Team or any sub-contractor/ third party.

17.2. The indemnity shall be to the extent of 100% in favor of the Purchaser and would be in conjunction to **Clause 44 of Section III**.

18. Representations and Warranties

18.1. In order to induce the Purchaser to enter into this Contract, the DCSP hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- (a) That the selected DCSP is a company which has the requisite experience in providing services related to Data Center facilities, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully commission, maintain and manage the required data center facility and to enter into this Contract and provide the Services sought by the Purchaser, for the purposes of this Contract.
- (b) That the DCSP and its Consortiums Members, Sub-contractors are not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the delivery of Services of this Contract.
- (c) That the representations made by the DCSP in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Bid and unless the Purchaser specifies to the contrary, the DCSP shall be bound by all the terms of the Bid.
- (d) That the DCSP has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the Schedule of Requirements stipulated in the Bid and this Contract.

- (e) That the DCSP shall ensure that all assets including but not limited to equipment, licenses, etc. developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.
- (f) That the DCSP shall indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits. The DCSP shall also indemnify the Purchaser against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Software and related services or any part thereof.
- (g) That the DCSP shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Bid or this Contract. The DCSP shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- (h) That during the term of this contract, the DCSP shall procure insurance policies for all its present and future property and assets that are developed, procured and created for fulfillment of obligations under this Contract with financially sound and reputable insurers to the satisfaction of the Purchaser and shall pay all premia in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable. The DCSP shall also furnish to the Purchaser a certificate evidencing such insurance, risks covered, names of beneficiaries, expiration dates, names of insurers and all other features of the insurance policy, both original and renewed and shall keep the same alive during the term of this Contract
- (i) That the DCSP shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.
- (j) That all the representations and warranties as have been made by the DCSP with respect to its Bid, Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
- (k) That the execution of the Services and the Schedule of Requirements herein is and shall be in accordance and in compliance with all applicable laws.
- (l) That it has not been initiated nor is it pending nor are there threatened any legal proceedings against any DCSP or any sub contractor/third party or its Team which adversely affect/may affect performance under this Contract.
- (m) That the DCSP has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- (n) That all conditions precedent under the Contract have been satisfied.
- (o) That neither the execution and delivery by the DCSP of the Contract nor the DCSP's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Law or any order,

writ, injunction or decree of any court or Governmental Authority binding on the DCSP, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the DCSP is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the DCSP.

- (p) That the DCSP certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the DCSP which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- (q) That the DCSP confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.
- (r) That the DCSP owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the DCSP on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- (s) That the DCSP owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the DCSP does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the DCSP or which the DCSP is licensed to use, which are material in the context of the DCSP's business and operations are being infringed nor, so far as the DCSP is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the DCSP by any person. All Intellectual Property Rights (owned by the DCSP or which the DCSP is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto.

19. Confidentiality

- 19.1. The DCSP shall not use Confidential Information, the name or the logo of the Purchaser except for the purposes of providing the Services as specified under this Contract;
- 19.2. The DCSP may only disclose Confidential Information in the following circumstances:
 - i. with the prior written consent of the Purchaser;
 - ii. to a member of the DCSP's Team ("Authorized Person") if:

- A. the authorized Person needs the Confidential Information for the performance of obligations under this contract; and
 - B. the authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.
- 19.3. The DCSP shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the Consortium member, subcontractors and other members of DCSP's Team to the satisfaction of the Purchaser.
- 19.4. The DCSP shall notify the Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Purchaser.
- 19.5. The DCSP shall be liable to fully recompense the Purchaser for any loss of revenue arising from breach of confidentiality. The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the DCSP in relation to a dispute arising out of breach of obligation by the DCSP under this clause.
- 19.6. The DCSP and the consortium member shall execute a Non Disclosure Agreement (NDA), individually, in favour of the Purchaser as per proforma provided in Appendix D - Section VI of the Bid document

20. Events of Default by the DCSP

- 20.1. The failure on the part of the DCSP to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the DCSP. The events of default as mentioned above may include inter-alia the following:
 - a. the DCSP has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the Schedule of Requirements under the Contract, or
 - b. the DCSP has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measurements/ Contract, or if the DCSP has fallen short of matching such standards/targets as the Purchaser may have designated with respect to any task necessary for the execution of the Schedule of Requirements under this Contract. The above mentioned failure on the part of the DCSP may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the Purchaser;
 - c. the DCSP has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of the DCSP to comply with any stipulations or standards as laid down by the Purchaser; or
 - d. the DCSP/DCSP's Team has failed to conform with any of the Service/Facility Specifications/standards as set out in the Schedule of Requirements of this Bid document or has failed to adhere to any amended

direction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the Schedule of Requirements under this Contract

- e. the DCSP has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Bid and this Contract
 - f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the DCSP.
 - g. The DCSP/DCSP's Team has failed to comply with or is in breach or contravention of any applicable laws.
- 20.2. Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the DCSP, setting out specific defaults / deviances / omissions and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.
- 20.3. Where despite the issuance of a default notice to the DCSP by the Purchaser the DCSP fails to remedy the default to the satisfaction of the DCSP, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser.

21. Consequences of Event of Default

Where an Event of Default subsists or remains uncured the Purchaser may/shall be entitled to:

- 21.1. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of Services and the project which the DCSP shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the DCSP hereunder. The DCSP shall in addition take all available steps to minimize loss resulting from such event of default.
- 21.2. The Purchaser may, by a written notice of suspension to the DCSP, suspend all payments to the DCSP under the Contract, provided that such notice of suspension:
- (i) shall specify the nature of the failure; and
 - (ii) shall request the DCSP to remedy such failure within a specified period from the date of receipt of such notice of suspension by the DCSP
- 21.3. Require replacement of the DCSP's Consortium member or any sub-contractors / vendors with another suitable member. The DCSP shall in such case terminate forthwith all their agreements/contracts other arrangements with such member and find of the suitable replacement for such outgoing member with another member to the satisfaction of the Purchaser, who shall execute such Contracts with the Purchaser as the Purchaser may require. Failure on the part of the DCSP to find a suitable replacement and/or terminate all agreements/contracts with such

member, shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the DCSP all losses/ or other damages that may have resulted from such failure.

21.4. Terminate the Contract.

- a) Retain such amounts from the payment due and payable by the Purchaser to the DCSP as may be required to offset any losses caused to the Purchaser as a result of such event of default and the DCSP shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the subcontractor / other members of its Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
- b) Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the DCSP may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

22. Stipulated Time Schedule

22.1. The key milestone dates ("critical dates") as anticipated by the Purchaser are

Sr. No	Key Activity Description	Timelines in Calendar days
1	Deployment of Facility Management team and Operation Manager	T+7
Availability of DC Space (IT Production area) and support area		
2	Data Center Space readiness and Handing over to UIDAI for starting the deployment of IT hardware, equipment etc "Space availability of IT Production Area (Data Center Raised Floor Area) complete in all respect including respective work packages as Electrical, HVAC, Management-Safety and Security System, Civil & Interior etc as per RFP requirement"	T+60
3	Support area Space readiness and handing over to UIDAI "Space availability of office Area, secured storage space ,Staging room, Communication room and other support areas as per RFP requirement"	T+60
4	Supply ,Installation, commissioning and acceptance of Structured cabling for IT Production area (Data Center)	D+60
T= Date of issue of LOI D= Date of handover of Network architecture layout and approval for supplying total number of copper and fibre ports by UIDAI. Network architecture layout shall be prepared by the DCSP in		

Sr. No	Key Activity Description	Timelines in Calendar days
	consultation with UIDAI and it's MSP.	

22.2. The DCSP shall perform the Services and comply in all respects with the critical dates and the parties hereby agree that failure on part of the DCSP to meet the critical dates without prejudice to any other rights that the Purchaser may have, may lead to the imposition of such obligations as are laid down in the Delay and Deterrent Mechanism and/or levy of Liquidate Damages as set **(Clause 49 of Section III)** and/or termination of the Contract at the discretion of the Purchaser.

23. Term and Extension of the Contract

- 23.1. The term of this Contract shall be initially for a period of one Year (as detailed in Clause 10.4, Section IV). The prices should be firm for the initial period of the contract i.e for one (1) years. Thereafter, the Purchaser reserves the right to grant two (2) extensions, on Six (6) monthly basis, where in the prices shall be fixed and remain the same as quoted by the bidder for initial one year contract.
- 23.2. The Purchaser shall reserve the sole right to grant any extension to the term abovementioned and shall notify in writing to the DCSP, at least 3 months before the expiration of the Term hereof, whether it will grant the DCSP an extension of the Term. The decision to grant or refuse the extension shall be at the Purchaser's discretion
- 23.3. Where the Purchaser is of the view that no further extension of the term be granted to the DCSP, the Purchaser shall notify the DCSP of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, the DCSP shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Purchaser shall either appoint an alternative agency/ service provider or create its own infrastructure to operate such Services as are provided under this Contract.

24. Termination

- 24.1. The Purchaser may, terminate this Contract in whole or in part by giving the DCSP a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
- (a) Where the Purchaser is of the opinion that there has been such Event of Default on the part of the DCSP which would make it proper and necessary to terminate this Contract and may include failure on the part of the DCSP to respect any of its commitments with regard to any part of its obligations under its Bid, the Bid or under this Contract.
 - (b) Where it comes to the Purchaser's attention that the DCSP (or the DCSP's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the DCSP's Bid, the Bid or this Contract.
 - (c) Where the DCSP's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the DCSP or its consortium member, any failure by the DCSP or its consortium member to pay any of its dues to its creditors, the institution of any winding up proceedings against the DCSP/ DCSP's consortium member or the happening of any such events that are adverse to the commercial viability of the DCSP / DCSP's consortium member. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency/service provider, and to ensure business continuity.
 - (d) **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the DCSP, without compensation to the DCSP, if the DCSP / DCSP's consortium member becomes bankrupt or

otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

- (e) **Termination for Convenience:** The Purchaser, may, by prior written notice sent to the DCSP at least 6 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. For rental & other recurring services, variable charges shall be charged by the DCSP only for the duration DC space is utilised by UIDAI.

25. Consequences of Termination

- 25.1. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated Term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the DCSP shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/ or the successor agency/ service provider, as may be required, to takeover the obligations of the DCSP in relation to the execution/continued execution of the requirements of this Contract.
- 25.2. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the DCSP or due to the fact that the survival of the DCSP as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser, through unilateral re-determination of the consideration payable to the DCSP, shall pay the DCSP for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the DCSP up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the DCSP as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the DCSP. In case of any loss or damage due to default on the part of the DCSP in performing any of its obligations with regard to executing the Schedule of Requirements under this Contract, the DCSP shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the subcontractor / other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the DCSP as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of the DCSP's Bid, the Bid and this Contract.
- 25.3. Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law.

- 25.4. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

26. Dispute Resolution

- 26.1. The Purchaser and the DCSP shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.
- 26.2. If, after Thirty (30) days from the commencement of such direct informal negotiations, the Purchaser and the DCSP have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in **Clauses 26.3 and 26.4 of Section III.**
- 26.3. In the case of a dispute or difference arising between the Purchaser and the DCSP relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Purchaser and the other to be nominated by the DCSP or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi shall be final and binding on the parties.
- 26.4. The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings.
- 26.5. The venue of arbitration shall be the Delhi, India.
- 26.6. The Purchaser may terminate this contract, by giving a written notice of termination of minimum 30 days, to the DCSP, if the DCSP fails to comply with any decision reached consequent upon arbitration proceedings pursuant to **Clause 26 of Section III.**
- 26.7. **Continuance of the Contract:**
- Notwithstanding the fact that settlement of dispute(s) (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.

27. Time is of the essence

- 27.1. 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 Services by the DCSP by the completion date.

28. Conflict of interest

- 28.1. The DCSP shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the DCSP or the DCSP's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

29. Publicity

- 29.1. The DCSP shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the DCSP its written consent.

30. Force Majeure

- 30.1. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Bid. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- 30.2. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the DCSP in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- 30.3. In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

31. General

31.1. Relationship between the Parties

- a. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and DCSP/DCSP's Team or any relationship of employer employee, principal and agent, or partnership, between the Purchaser and DCSP.
- b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
- c. The Purchaser has no obligations to the DCSP's Team except as agreed under the terms of this Contract.

31.2. No Assignment

The DCSP shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser.

31.3. Survival

The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in

relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the DCSP of its release from those obligations.

31.4. Entire Contract

The terms and conditions laid down in the Bid and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

31.5. Governing Law

This Contract shall be governed in accordance with the laws of India.

31.6. Jurisdiction of Courts

The courts of India at Delhi have exclusive jurisdiction to determine any proceeding in relation to this Contract.

31.7. Compliance with Laws

The DCSP shall comply with the laws in force in India in the course of performing this Contract.

31.8. Notices

- a. A "notice" means:
 - i. a notice; or
 - ii. a consent, approval or other communication required to be in writing under this Contract.

All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To Purchaser at:

<<Attn:
[Phone:]
[Fax:]>>

To DCSP at:

Attn:
[Phone:]
[Fax:]

Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above.

A notice served on a Representative is taken to be notice to that Representative's Party.

31.9. Waiver

- a. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- b. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- c. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

31.10. Modification

Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.

32. Application

- 32.1. These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

33. Performance Guarantee

- 33.1. Within 7 days after the receipt of notification of award of the Contract from the Purchaser, the successful Bidder shall furnish Performance Guarantee to the Purchaser, which shall be equal to **10%** of the value of the Contract and shall be in the form of a Bank Guarantee Bond from a Nationalized/ Scheduled Bank in the Proforma given at **Appendix B of Section VI**.

34. Technical Assistance

- 34.1. The DCSP shall be capable of providing technical assistance, to the Purchaser or such other persons nominated by the Purchaser in relation to the commissioning, maintenance and management of the equipment and facilities within the Data Center and related assistance if so desired by the Purchaser during the period of the contract as specified in **Section V** of the Bid document.

35. Currency of Payment

- 35.1. Payment shall be made in Indian Rupees only.

36. Change Orders/Alteration/Variation

The DCSP agrees that the Data Center requirements given in specifications of the Bidding Documents are minimum requirements and are in no way exhaustive and guaranteed by the Purchaser. It shall be the responsibility of the DCSP to meet all the requirements of Design criteria contained in the Bidding Documents and any upward revisions and/or additions of quantities, specifications, sizes given in Specifications and drawings etc. of the Bidding Documents required to be made during commissioning of Data Center shall not constitute a change order and shall be carried out without a change order and shall be carried out without any time and cost effect to Purchaser. Further upward revisions and or additions required to make DCSP's selected Data Center space, facilities, equipment and installation procedures to meet Bidding Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be

carried out without any time and cost effect to Purchaser. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification and Drawings etc. of the Bidding Documents which the DCSP had not brought out to the Purchaser's notice in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by DCSP without any time and cost effect to Purchaser.

36.1. Change Order

- a) The change order will be initiated only in case (i) the Purchaser directs in writing the DCSP to include any addition to the Scheduled Requirements covered under this Contract or delete any part of the Schedule Requirements under the Contract, (ii) DCSP requests to delete any part of the work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by the Purchaser and for which cost and time benefits shall be passed on to the Purchaser, (iii) the Purchaser directs in writing the DCSP to incorporate changes or additions to the Design Criteria requirements already covered in the Contract.
- b) Any changes required by the Purchaser over and above the minimum requirements given in the specifications and drawings etc. included in the Bidding Documents before giving its approval to detailed design or Engineering for complying with design criteria and changes required to ensure systems compatibility and reliability for safe (As per codes, standards and recommended practices referred in the Bidding Documents) and trouble free operation shall not be construed to be change in the Schedule of Requirements under the Contract.
- c) Any change order as stated in **Clause 36.1.a of Section III** comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.
- d) If the Contract provides applicable rates for the valuation of the variation in question the Contract price shall subject to **Clause 36.1.e. of Section III** be increased or decreased in accordance with those rates.
- e) If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate or the said rates are not precisely applicable to the variation in question, then the parties shall negotiate a revision of the Contract Price which shall represent the change in cost of the works caused by the Variations. Any change order shall be duly approved by the Purchaser in writing.
- f) If there is a difference of opinion between the DCSP and Purchaser's Representative whether a particular work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in **Clause 36.2.h. of Section III**
- g) Within ten (10) working days of receiving the comments from the Purchaser or the drawings, specification, purchase requisitions and other documents submitted by the DCSP for approval, the DCSP shall respond in writing, which item(s) of the Comments is/are potential changes(s) in the "Scheduled Requirements" at **Section V** of the Bid Document covered in the Contract

and shall advise a date by which change order (if applicable) will be submitted to the Purchaser.

36.2. Procedures for Change Order

- a) During detailed Engineering and subsequently, if the DCSP observes that any new requirement which other than that required for meeting the design criteria is not specific or intended by the Contract has been stipulated by the Purchaser, while approving the specifications, calculations, purchase requisitions, other documents etc. he would verbally discuss the matter with Purchaser's Representative.
- b) In case such requirement arises from the side of the DCSP, he would also verbally discuss the matter with Purchaser's Representative giving reasons thereof.
- c) In either of the two cases as explained in **Clause 36.2 (a) and (b) of Section III** above, the representatives of both the parties will discuss on the new requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not.
- d) If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the DCSP and Purchaser to confirm a "Change Order" and basic ideas of necessary agreed arrangement.
- e) DCSP will study the work required in accordance with the joint memorandum under **Clause 36.2. (d) of Section III** and assess Subsequent schedule and cost effect, if any.
- f) Upon completion of the study referred to above under **Clause 36.2. (e) of Section III**, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Purchaser to enable the Purchaser to give a final decision whether DCSP should proceed with the change order or not in the best interest of the works.

The estimated cost and time impact indicated by DCSP shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order.

The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents.

In case DCSP fails to submit all necessary substantiation/calculations and back up documents, the decision of the Purchaser regarding time and cost impact shall be final and binding on the DCSP.

- g) If Purchaser accepts the implementation of the change order under **Clause 36.2 (f) of Section III** above in writing, which would be considered as change order, then DCSP shall commence to proceed with the relevant work stipulated in the change order pending final agreement between the parties with regard to adjustment of the Contract Price and the Construction Schedule.

- h) In case, mutual agreement under **Clause 36.2 (d) of Section III** above, i.e. whether new requirement constitutes the change order or not, is not reached, then DCSP in the interest of the works, shall take up the implementation of the work, if advised in writing to do so by Purchaser's Representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order, the same shall be compensated taking into account the records kept in accordance with the Contract.

The DCSP shall submit necessary back up documents for the change order showing the break-up of the various elements (e.g. Data Center Space facilities provisioning, Engineering, Procurement, Development, Installation, etc.) constituting the change order for the Purchaser's review. If no agreement is reached between the Purchaser and DCSP within 60 days after Purchaser's instruction in writing to carry out the change concerning the increase or decrease in the Contract price and all other matters described above, either party may refer the dispute to arbitration.

36.3. Change of Size/Quantities

The Purchaser will have the option to increase or decrease the size of the dedicated and exclusive Data Center space as well as the Non-Data Center space and the quantities of equipment/material to be provisioned by the DCSP as mentioned in the Contract, at any time during the contract period, provided that such increase or decrease shall not exceed twenty five per cent (25%) of the total Contract Price. In case the change required by the Purchaser exceeds 25% of the total Contract Price, the said change would be subject to the DCSP providing his written consent to the Purchaser's request.

The written advice to this effect shall if so required be issued by the Purchaser upto 8 (eight) weeks prior to the due date of provisioning/supply of such space/facility/equipments/material to the DCSP. In case of increase in size/quantity, the DCSP agrees to carry out such additional quantity of work at the rate and terms and conditions as provided in the Contract except for the appropriate extension of time to be allowed for obtaining provisioning/delivery of such extra space/equipment. In case of decrease in size/quantities the DCSP shall give a reduction in price at the rate given in the Contract corresponding to decrease of size/quantity. In case applicable rates for the increase/decrease in question are not available in the Contract then the rates as may be mutually agreed shall apply. The DCSP shall not be entitled to any claim by way of change of price, damages, losses, etc. The DCSP shall be compensated at actual for any cancellation charges provided the claim is duly supported by documentary evidence of having incurred cancellation charges, which results from Purchaser's action in reducing/canceling Schedule of Requirements.

36.4. Conditions for extra work/change order

The provisions of the Contract shall apply to extra work performed as if the Extra work / Change order has been included in the original Schedule of Requirements. However, the Contract Price shall increase / decrease and the Stipulated Time Schedule shall be adjusted on account of the Extra work / Change orders as may be mutually agreed in terms of provisions set forth in **Clause 36.1 to 36.4 of Section III** above. The DCSP's obligations with respect to such work remain in accordance with the Contract.

37. Governing Language

- 37.1. The Agreement shall be written in English and Hindi language. Subject to **Clause 31.5 of Section III**, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in either English or Hindi language. In the event of a conflict between the two versions, English version shall prevail.

38. “No Claim” Certificate

- 38.1. The DCSP shall not be entitled to make any claim, after the end of the contract period whatsoever, against the Purchaser, under or by virtue of arising out of this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the DCSP after he shall have signed a “No Claim” Certificate in the name of the Purchaser in such forms as shall be required by the Purchaser after the services provided under the Contract are finally accepted.

39. DCSP’s Personnel

- 39.1. The DCSP shall employ and provide such qualified and experienced personnel as are required to perform the Services under the Contract.
- 39.2. The DCSP or its subcontractors/ vendors shall not employ Purchaser’s serving Employees without prior permission. Also, the DCSP shall not employ ex-personnel/ retired employees of the Purchaser or any Central/ State Government employees within the initial two years period after their retirement/resignation/severance from the service without specific permission of the Purchaser. Failure to comply with this provision may lead to violation of the condition of this Contract and shall be liable for invoking of appropriate penal provisions including termination of the Contract.

40. Project Manager and Facilities Manager

- 40.1. The DCSP shall ensure that at all times during the tenure of the Contract a Project Manager and Facilities Manager acceptable to the Purchaser shall take charge of the Performance of the Contract

41. Completion of Contract

- 41.1. Unless terminated earlier, pursuant to **Clauses 14.2, 15, 18 and 24 of Section III**, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in **Clause 25 of Section III** are fulfilled to the satisfaction of the Purchaser.

42. Responsibility of the Purchaser

- 42.1. The Purchaser may provide following inputs to the DCSP for proper commissioning, maintenance and management of the Data Centers:
- i. UIDAI shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning certificates, etc. to the DCSP.
 - ii. Purchaser may provide necessary particulars relating to specifications/ size/ weight, etc of the Servers/ Communication Equipment to be installed at respective Data Centers for proper planning, installation and maintenance/support of the same for which the DCSP may have to coordinate at the respective Data Center site.

- iii. Provide the DCSP with details of the existing documentation wherever required as per terms of the Contract.

43. Insurance to be taken out by the DCSP

- 43.1. The Goods supplied under this Contract shall be fully insured by the Bidder, against any loss or damage, till the acceptance by UIDAI. The Bidder shall submit to the Purchaser, documentary evidence issued by the insurance company, indicating that such insurance has been taken.
- 43.2. All charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective site of installation shall also be borne by the bidder.
- 43.3. Employer's liability and workers' compensation insurance in respect of the Personnel of the Bidder's Team, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
- 43.4. The Bidder during the term of this contract:
 - a) shall take out and maintain, at his own cost but on terms and conditions approved by UIDAI, insurance with financially sound and reputable insurers against the risks, and for the coverage. Insurance against loss of or damage to
 - I. equipment or assets procured or developed in whole or in part for fulfillment of obligations under this Contract
 - II. the Bidder's assets and property used in the performance of the Services, and
 - III. any documents prepared by the Bidder in the performance of the Services.
 - b) shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable
 - c) at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

44. Limitation of the DCSP's Liability towards the Purchaser

- 44.1. Except in case of gross negligence or willful misconduct on the part of the DCSP or on the part of any person or company acting on behalf of the DCSP in carrying out the Services, the DCSP shall not be liable to UIDAI.
 - (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (A) the total payments payable under his contract to the DCSP hereunder, or (B) the proceeds the DCSP may be entitled to receive from any insurance maintained by the DCSP to cover such a liability, whichever of (A) or (B) is higher.

This limitation of liability shall not affect the DCSP liability, if any, for damage to Third Parties caused by the DCSP or any person or firm/company acting on behalf of the DCSP in carrying out the Services.

45. Payment Schedule

- 45.1. Payments will be released in arrears to the DCSP only on satisfactory acceptance of the deliverables as per the following schedule:

Payment Head	Payment Schedule
Recurring Cost-Space Rental Charges as per Table I*	Equated Quarterly installments after end of every reporting quarter
On Demand Fixed Cost (Table III*)	100% after acceptance of Deliverables
Variable Recurring Cost (Environmental and Infrastructure Power Services Charges -Table II*)	Quarterly on actual after end of every reporting quarter.

***For Table I, Table II and Table III refer Clause “COMM 4.3.3 Detailed Cost Sheet”, Section IV of the Commercial Bid**

- 45.2. Payment Schedule for subsequent incremental space and racks as requisitioned by UIDAI would also follow similar payment terms for "the period of the contract" for this incremental space availed by UIDAI.
- 45.3. All Payments shall be subject to provisions of Clause 49 of Section III.

46. Severance

- 46.1. In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

47. Firm Prices

- 47.1. Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. Purchaser however reserves the right to review and negotiate the charges payable for the Data Center Hire, its Facilities, Maintenance and Management at the beginning of the each year or at any time at the request of Purchaser whichever is earlier to incorporate downward revisions as applicable and necessary.
- 47.2. DCSP shall provide “Most Preferred Customer” status to the Purchaser. Accordingly, the prices payable for services relating to the Data Center Hire, its Facilities, Maintenance and Management shall in no event exceed the lowest price at which the DCSP offers similar services to any other customer during the currency of the contract.
- 47.3. If at any time during the period of contract, the DCSP offers services similar in nature to any other customer, at prices lower than those chargeable under this contract, he shall notify the same to the Purchaser and extend such reduced prices to the Purchaser with immediate effect.

48. Suspension of Work

- 48.1. The DCSP shall, if ordered in writing by the Purchaser's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The DCSP shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works

as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the DCSP, if request for same is made and that the suspension was not consequent to any default or failure on the part of the DCSP. In case the suspension of works, is not consequent to any default or failure on the part of the DCSP, and lasts for a period of more than 2 months, the DCSP shall have the option to request the Purchaser to terminate the Contract with mutual consent.

- 48.2. In the event that the Purchaser suspends the progress of work for any reason not attributable to the DCSP for a period in excess of 30 days in aggregate, rendering the DCSP to extend his performance guarantee then Purchaser shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the DCSP producing the requisite evidence from the bank concerned.

49. Liquidated Damages

- 49.1. Subject to **Clause 30 of Section III**, if the DCSP fails to complete the Commissioning of Data Center before the scheduled completion date or the extended date or if DCSP repudiates the Contract before completion of the Work, the Purchaser, at its discretion, may without prejudice to any other right or remedy available to the Purchaser as under the Contract recover from the DCSP, as Liquidated Damages (LD) and not by way of penalty, such amounts as defined in **Section VII Service Level Agreement**.
- 49.2. Apart from the Service Level Agreement enforcement and the applicable Liquidated Damages as laid, in case there are any additional damage caused due to failure to adhere to the Service level Agreement conditions by the successful bidder, the cost of such damages would be mutually decided.
- 49.3. In the case it leads to termination, the Purchaser shall give 30 days notice to the DCSP of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days notice period, the DCSP initiates remedial action acceptable to the Purchaser.
- 49.4. The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the DCSP in its hands (which includes the Purchaser's right to claim such amount against DCSP's Bank Guarantee) or which may become due to the DCSP. Any such recovery or liquidated damages shall not in any way relieve the DCSP from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract. Provided the delay is solely and entirely attributable to the DCSP and not due to reasons attributable to the Purchaser and /or its vendors or due to reasons of Force Majeure.

The liquidated damages shall be limited to 10% of the contract value and realized from the bidder as and when the payments become due, only with respect to clause 49.2. It is further clarified that this limitation of 10% shall not apply to the penalties arising out of the SLAs.

50. Constitution of Consortium

- 50.1. The Bidder should confirm unconditional acceptance of full responsibility for executing the 'Scope of Work' and meeting all obligations of this bid.

- 50.2. However, the bidder has the option to subcontract/ form consortium for the activities in the following areas for fulfillment of services wherever required –
- i. Hiring the data center physical infrastructure space
 - ii. Hiring of facilities management services
- 50.3. Following points in the clause explain the key obligations of the DCSP and sub-contractor and the procedures to be adopted for sub-contractor management.
- 50.4. Formation of sub-contracting/Consortium arrangements
- (i) All bidders and sub-contracted entities should have a registered office in India.
 - (ii) The bidder shall be allowed to sub-contract as per the following guidelines for hiring of data center space envisaged as part of the RFP.
 - (iii) The bidder shall disclose the name of all sub-contracting arrangements entered to at the time of submission of the bid. All subcontracting elements should be clearly stated in the **Technical Bid Submission Form**.
 - (iv) Draft of all the sub-contracting/Consortium arrangements should be included as part of the Technical Bid. This should provide the following details:
 - a. Name of the sub-contractor
 - b. Certification of Registration of the entity under the Companies Act, 1956.
 - c. Name and contact details of authorized representative of the sub-contractor under the sub-contracting agreement
 - d. Scope of work of sub-contractor
 - e. Service Level Agreements between the DCSP and the sub-contractor
 - f. Period of the sub-contract and terms of termination
 - g. Terms of Warranty and AMC, where applicable.
 - (v) The draft sub-contracting/Consortium arrangement should clearly state the scope of work, deliverables and staffing plan of the sub-contractor.
 - (vi) None of the Consortium or sub-contracted members should have been black-listed by any Central / State Government or Public Sector Undertakings. If at any stage, during the currency of the Contract with the selected Bidder, any suppression / falsification of such information is brought to the knowledge of the Purchaser, the Purchaser shall have the right to terminate the Contract, without any compensation to the DCSP.
 - (vii) Bidder's services/contract should not have been terminated by any Ministry/Department of the Govt of India or by any State Government during the last three financial years on account of their default/negligence. bidder's should not have been blacklisted by any Ministry/department of the Govt of India dia or by any State Government
 - (viii) In the case of consortium/subcontracting arrangements the term "Bidder" should be considered as "Prime Bidder".

Section IV – Contents of Bid

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1. PROPOSAL SUBMISSION CHECKLIST

The Bidders are advised in their own interest to ensure that the following points/aspects in particular have been complied with in their bid.

- a. Please tick whichever is applicable and cross whichever is/are not applicable.
- b. Please sign each sheet.
- c. The checklist duly filled and signed must be returned along with the bid.

Checklist 1 – Pre-Qualification Bid Checklist

S. No.	Component of Pre-Qualification Document	Yes	No	Remarks/ Reference in DCSP's Pre-Qualification Bid
1	Has Bidder Profile (Section IV, PREQUAL 4.1.1) been attached and duly filled and signed by the authorized signatory?			
2	Has a Pre-Qualification Bid Letter (Section IV, PREQUAL 4.1.2) been attached and duly filled and signed by the authorized signatory?			
3	Has Bidder Pre-Qualification Criteria document (Section IV, PREQUAL 4.1.3) been attached and duly filled and signed by the authorized signatory?			
4	Has an EMD of the prescribed amount and validity as stipulated in Clause 12 - Section II been attached and signed by the authorized signatory?			
5	Has Bid Document Fee Demand draft of the prescribed amount and validity as stipulated in Clause 1.1 - Section II been attached and signed by the authorized signatory?			
6	Has the Notarized Power of Attorney executed by the Bidder in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this Bid been attached and signed by the authorized signatory?			
7	Has the Undertaking from the Bidder, confirming his unconditional acceptance of full responsibility for executing the 'Scope of Work' and meeting all obligations			

	of this Bid been attached and duly filled and signed by the authorized signatory?			
8	Has a Non-Disclosure Agreement executed individually by all members of the consortium (Section VI, Appendix D) been attached and duly filled and signed by the authorized signatory?			

Checklist 2 – Technical Bid Checklist

S. No.	Component of Technical Bid	Yes	No	Remarks/ Reference in DCSP's Technical Bid
1	Has the Bidder Profile (Section IV, TECH 4.2.1) been attached and duly filled and signed by the authorized signatory?			
2	Has the Technical Bid Letter (Section IV, TECH 4.2.2) been attached and duly filled and signed by the authorized signatory?			
3	Has the Minimum Requirements Compliance (Section IV, TECH 4.2.3) been attached and duly filled and signed by the authorized signatory?			
4	Has the Project Plan for Deliverables (Section IV, TECH 4.2.4) been attached and duly filled and signed by the authorized signatory?			
5	Has the Escalation Matrix (Section IV, TECH 4.2.5) been attached and duly filled and signed by the authorized signatory?			
6	Has the List of Documents to be submitted by DCSP (Section IV, TECH 4.2.6) been attached and duly filled and signed by the authorized signatory?			
7	Has the Response Sheet (Section IV, TECH 4.2.7) been attached and duly filled and signed by the authorized signatory?			

S. No.	Component of Technical Bid	Yes	No	Remarks/ Reference in DCSP's Technical Bid
8	Has the Details of Litigation (Section IV, TECH 4.2.8) been attached and duly filled and signed by the authorized signatory?			
9	Has the Statement of Deviations from General Terms & Conditions of the contract (Section IV, TECH 4.2.9) been attached and duly filled and signed by the authorized signatory?			
10	Has the Statement of Deviations from Schedule of Requirements (Section IV, TECH 4.2.10) been attached and duly filled and signed by the authorized signatory?			
11	Has a blank copy of the Commercial Bid been enclosed with the Technical Bid with the price column of the Commercial Bid format blanked out and a tick mark (☐) provided against each item of the Commercial Bid Format to indicate that there is a quote against this item in the Commercial Bid. (Section IV, TECH 4.2.11)			

Checklist 3 – Commercial Bid Checklist

S. No.	Component of Commercial Bid	Yes	No	Remarks/ Reference in DCSP's Commercial Bid
1	Has the Bidder Profile (Section IV, COMM 4.3.1) been attached and duly filled and signed by the authorized signatory?			
2	Has the Commercial Bid Letter (Section IV, COMM 4.3.2) been attached and duly filled and signed by the authorized signatory?			
3	Has the Detailed Cost Sheet – Summary Sheet and Tables I, II, III (Section IV, COMM 4.3.3) been attached and duly filled and signed by the authorized signatory?			

2. PRE - QUALIFICATION BID

PREQUAL 4.1.1: Prime Bidder/ Consortium Partner/Subcontracting Agency

The details are required to be submitted with the Pre-qualification bid,

Hiring of Data Centre space & Facilities, Unique Identification Authority of India (UIDAI) at Bengaluru).		
A: Prime Bidder's Profile		
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	
<u>B: Consortium Partner/Subcontracting Agency (If applicable)</u>		
1	Name of the Member	
2	Address of the Member's Registered Office in India	
3	Year of establishment of organization	
4	Role of the 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 -----

PREQUAL 4.1.2: Pre - Qualification Bid Letter

To,
The Director General and Mission Director
UIDAI, Planning Commission,
3rd Floor, Parliament Street
New Delhi – 110001

Sir,

Sub: “Hiring of Data Centre space & Facilities, Unique Identification Authority of India (UIDAI) at Bengaluru

Ref: Bid No.:

1. We, the undersigned Bidder/s, having read and examined in detail all the bidding documents with respect to **“Hiring of Data Centre space & Facilities for Unique Identification Authority of India (UIDAI) at Bengaluru.”** Do hereby propose to provide the services specified in the bid document.
2. **Earnest Money Deposit (EMD)**
We have enclosed an EMD in the proforma as per the EMD form in the form of a bank guarantee for a sum of _____. This EMD is liable to be forfeited in accordance with the provisions of bid documents.
3. **DEVIATIONS**
We declare that all the services shall be performed strictly in accordance with the bid documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary anywhere else in our bid:
 - a. Statement of Deviations from General Terms and Conditions of the contract (**TECH 4.2.9**)
 - b. Statement of Deviations from Schedule of Requirements (**TECH 4.2.10**)

Further we agree that additional conditions, if any, found in the bid documents, other than those stated in deviation schedule, shall not be given effect to.
4. **QUALIFYING DATA**
We confirm having submitted the information as required by you in your Instruction to Bidders. This is enclosed in **TECH 4.1.1 to TECH 4.1.11, Section IV**. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.
5. **CONTRACT PERFORMANCE GUARANTEE**
We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed at **Appendix B of Section VI** as specified in **Clause 33 of Section III**.
6. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
7. We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

Thanking you,

Yours faithfully,

Seal.
Date:
Place:
Business Address:

(Signature of the Bidder)
Printed Name:
Designation:

Witness:

Signature -----

Name -----

Address -----

Date -----

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

PREQUAL 4.1.3: Bidder Pre-Qualification Criteria

The prospective Bidder shall have to enclose along with the letter describing the Pre-qualifying Technical Competence, documentary evidence in support of following criteria,

Hiring of Data Centre space & Facilities, Unique Identification Authority of India (UIDAI) at Bengaluru				
S. N.	Description	Proof	Whether attached (Yes/No)	Reference Page No. in Bidder's response
1	The Bidder should be a Company registered in India under the Companies Act, 1956 and be in business for last three years ending 31/03/2013.	Copy of the Certificate of incorporation and amendment if any thereof		
2	The Bidder should be in business of Data Center services for a minimum duration of two years and should have minimum annual turnover of Rs.100 Crore in each of the last three financial years ending 31/03/2013.	Audited Financial Statements Balance sheets and P&L statements for last two years		
3	The bidder should have minimum annual revenue of Rs. 15 Crore from Data center related services in each of the last two financial years ending 31/03/2013.	Self declaration certificate duly certified by CEO/CFO/MD of the Bidder's organisation		
4	The bidder should currently have operational Data Center collocation space of cumulative 5, 000 sq. feet (Space of IT Racks, PAHUs and PDU) for commercial use.	Self declaration certificate duly certified by CEO/CFO/MD of the Bidder's organization mentioning the address of the respective DC sites		
5	The bidder should have hosted data center collocation space for minimum 2 customers and each customer availing at least 500 Sq feet DC space (Space of IT Racks,PAHUs and PDU) for a period of at least six (6) months on date of opening of pre-qualification bid. Note- In case of consortium, then each party Bidder and Consortium partner should have minimum one customer availing at least 500 sq.ft DC space (Space of IT Racks,PAHUs and PDU) for a period of at least six (6) months on date of opening of pre-qualification bid.	Self declaration certificate duly certified by CEO/CFO/MD of the Bidder's organization mentioning the name of its customers , start date and duration of contract		

Hiring of Data Centre space & Facilities, Unique Identification Authority of India (UIDAI) at Bengaluru				
S. N.	Description	Proof	Whether attached (Yes/No)	Reference Page No. in Bidder's response
6	<p>The proposed data centre ready space should preferably be contiguous on same floor or on maximum two floors adjacent to each other or one above the other with common services shaft.</p> <p>The support area space proposed should be in same data center building however office area can be in other building but should be in same campus/premises.</p>	<p>Data Center Layout with indicating the respective rooms proposed for DC and support areas as per UIDAI's requirement and the layout shall be duly certified by CEO/CFO/MD of the organization.</p> <p>Sanction Power approval certificate from Electricity supplier company and an undertaking duly certified by the bidder's MD/CEO/CFO to make available sanctioned load for the UIDAI's data center at the time of the award of contract. Bidder shall also provide details of current load utilization and available spare capacity (kVA) which is sufficient for UIDAI's load requirement.</p>		
7	<p>Bidder's services/contract should not have been terminated by any Ministry/Department of the Govt of India or by any State Government during the last three financial years on account of their default/negligence.</p> <p>Bidder's should not have been blacklisted by any Ministry/department of the Govt of India dia or by any State Government</p>	<p>Bidder shall submit undertaking referring the eligibility criteria no-7 which should be duly signed by MD/CEO/CFO of its organization</p>		

Note:

- Government/PSU organization, which are in the business of providing data center collocation space are eligible to bid subject to availability of ready data center space and support area as per the RFP requirement.

- The Prime Bidder or its Consortium Member or Subcontracting agency must be the Sole Owner or lessee of the whole building/Floor in which the data center and support area space proposed.
- The DCSP will in the ordinary course be permitted to appoint any delegate/subcontractor to enable execution of the Schedule of Requirements as stipulated under the Contract. Provided that such a delegate/subcontractor meets the technical pre-qualifications (Sr. 5 & 6 of clause-19, Sec-II, Eligibility Criteria) prescribed by the Purchaser

PREQUAL 4.1.4: Bid Document Fee

Refer Clause 1.1 of Section II

PREQUAL 4.1.5: Earnest Money Deposit

EMD in the form of a Bank Guarantee (Section VI, Appendix A)

PREQUAL 4.1.6: Power of Attorney

Refer Clause 7.1 (f) of Section II

PREQUAL 4.1.7: Letter of Undertaking from the Bidder

Refer Clause 7.1 (g) of Section II

PREQUAL 4.1.8: Non-disclosure of Agreement

Refer Clause 7.1 (h) of Section II

3. TECHNICAL BID

TECH 4.2.1 Prime Bidder/ Consortium Partner/Subcontracting Agency

The prime bidder/ Profile of Member who's space hired by Bidder details are required to be submitted with the Technical Bid,

Hiring of Data Centre space & Facilities, Unique Identification Authority of India (UIDAI) at Bengaluru		
A: Prime Bidder's Profile		
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: Profile of Consortium Partner/Subcontracting Agency (If applicable)		
1	Name of the Member	
2	Address of the Member's Registered Office in India	
3	Year of establishment of organization	
4	Role of the 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 -----

TECH 4.2.2: Technical Bid Letter

To,
The Director General and Mission Director
UIDAI, Planning Commission,
3rd Floor, Parliament Street
New Delhi – 110001

Sir,

Sub: "Hiring of Data Centre space & Facilities, Unique Identification Authority of India (UIDAI) at Bengaluru"

Ref: Bid No.:

1. We, the undersigned Bidder/s, having read and examined in detail all the bidding documents with respect to **"Hiring of Data Centre space & Facilities for Unique Identification Authority of India (UIDAI) at Bengaluru**. Do hereby propose to provide the services specified in the bid document.
 2. **EARNEST MONEY DEPOSIT (EMD)**
We have enclosed an **EMD** in the proforma as per the **EMD** form in the form of a bank guarantee for a sum of _____. This **EMD** is liable to be forfeited in accordance with the provisions of bid documents.
 3. **DEVIATIONS**
We declare that all the services shall be performed strictly in accordance with the bid documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary anywhere else in our bid:
 - c. Statement of Deviations from General Terms and Conditions of the contract (**TECH 4.2.9**)
 - d. Statement of Deviations from Schedule of Requirements (**TECH 4.2.10**)
- Further we agree that additional conditions, if any, found in the bid documents, other than those stated in deviation schedule, shall not be given effect to.
4. **QUALIFYING DATA**
We confirm having submitted the information as required by you in your Instruction to Bidders. This is enclosed in **TECH 4.1.1 to TECH 4.1.11, Section IV**. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.
 5. **CONTRACT PERFORMANCE GUARANTEE**
We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed at **Appendix B of Section VI** as specified in **Clause 33 of Section III**.
 6. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
 7. We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

Thanking you,

Yours faithfully,

Seal.
Date:
Place:
Business Address:

(Signature of the Bidder)
Printed Name:
Designation:

Witness:

Signature -----

Name -----

Address -----

Date -----

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

TECH 4.2.3: Minimum Requirements Compliance

The Bidder shall comply to each the minimum requirement and provide the details along with relevant supporting documentation if applicable.

DCSP shall submit the compliance report and the report shall provide the compliance & deviation (if any) that the proposed Data Center meets the criteria as per technical specification, minimum requirement, schedule of requirement and other technical requirement as stipulated by UIDAI in the RFP

The tables given below describes the DCSP solution compliance against the requirements mentioned in Section 5 – Schedule of requirement (Technical Specification and Minimum Requirement).

In case of any deviations, please use the Deviation format attached as Tech **4.2.10** in Section IV.

For any clause under consideration even if one of the sub-parameter/sub-clauses is not complied by the Bidder, the Bidder shall mention “NO” under the respective compliance section giving out the details of the non-compliance in the Remarks column. The only response under the compliance column can be a “YES” or “No”. Please do not leave the field blank or use words such as “partially complied”. Any such response shall be treated as Non-Compliance.

Hiring of Data Centre space & Facilities, Unique Identification Authority of India (UIDAI)				
Sr. No	Technical Specification & Minimum requirement (Clause Ref No ,Section V)	Description	Compliance Yes/No	Remarks/Details
1	5.1	General Technical		
2	5.2	Architectural and Structural		
3	5.2.1	Location		
4	5.2.2	Building		
5	5.3	Data Center Space(IT Production Area)		
6	5.4	Communication Room		
7	5.5	Staging Room		
8	5.6	Secure Storage Space(Store Room)		
9	5.7	Office Space		
10	5.8	Media Storage Room		
11	5.9	Services/Utility Room		
12	5.10	Electrical Systems		
13	5.10.1	Power		
14	5.10.2	Transformer		
15	5.10.3	Diesel Generator		
16	5.10.4	Main LT Distribution Panel		
17	5.10.5	Un-Interruptible Power Supply (UPS)		

Hiring of Data Centre space & Facilities, Unique Identification Authority of India (UIDAI)				
Sr. No	Technical Specification & Minimum requirement (Clause Ref No ,Section V)	Description	Compliance Yes/No	Remarks/Details
18	5.10.6	Distribution Panels and Rack Distribution		
19	5.10.7	Earthing		
20	5.10.8	Lighting		
21	5.11	Heat Ventilation and Air-Conditioning		
22	5.11.1	Comfort HVAC		
23	5.11.2	Computer Room Precision Air Conditioning Units		
24	5.12	Fire Alarm and Fire Suppression System		
25	5.12.1	Fire Detection and Alarm System		
26	5.12.2	Gas Based Automatic fire Suppression System		
27	5.13	Security Systems		
28	5.13.1	Access Control System		
29	5.13.2	Closed Circuit Tele Vision System(CCTV)		
30	5.13.3	Physical Security		
31	5.14	BMS System		
32	5.15	Network Setup & Racks		
33	5.16	LAN Cabling		
34	5.16.1	Structured Fiber Cabling		
35	5.16.2	Structured Copper Cabling		
36	5.17	Other Requirement		
37	5.18	Facility Management and O&M Team		
38	5.19	Operational Requirements		

Structured Fiber Cabling				
SI No	Parameters	Minimum Requirements	Compliance for Minimum Requirements (indicate YES/NO)	Tenderer's Response (Please mention, deviations if any)
1	Fiber Cable			
A	Cable Type	6-core, Multimode, 50/125 um (OM3), Indoor OFC		

B	Fiber Type	50/125, Laser Grade, Primary coated buffers		
C	Number of Cores	6		
D	Fiber Attenuation			
E	@850nm	<=2.7 dB/ KM		
F	@1300nm	<=.7db /KM		
G	Bandwidth			
g.1	@850nm	>1500 MHz-KM		
g.2	@1300nm	>500 MHz-KM		
H	Tensile Rating	1000N		
I	Maximum Crush Resistance	2000N		
J	Operating Temperature	-20 Degree C to +70 Degree C		
K	Outer Jacket	LSZH		
L	Should Comply below mentioned standards			
1.1	Fire Propagation	IEC 3321 and 332-3		
1.2	Flammability	IEC 1034		
1.3	smoke Emission	IEC 1034		
1.4	Acid Gas Emission	IEC 754-1		
1.5	Toxicity	NES 73		
1.6	Water Absorption	IEC 811-1-3 (<2mg/cm2 10 days @ 70 Degree C)		
M	ROHS	ROHS/ELV Compliant		
N	Cable Color			
2	Fiberoptic LIU-1U			
A	Connector Type	SC/LC Style, Duplex		
B	Operating Temperature	-40 Degree C to +85 Degree C		
C	Durability and Color			
D	MM Connectors	500 Cycles, Beige		
E	SM Connectors	220 Cycle, Blue		
F	Ferrules	Pre-radiused Ceramic Ferrules		
9	Attenuation	Not more than .75 DB per Mated Pair		
H	Fiber Optic Patch Panels			
I	FMS-Front Patching/Splicing Shelf	1U + 19" ETSI Version a Available		
		The FMS Fiber Management Shelf series is ideal for high density front patching applications		
		Its compact design and high density capacity allows it to deliver carrier class fiber management to central offices, POP, FTTx, mobile systems and LANs.		
		High Density		
		1U: 24 (SC) / 1U:48 (LC) Fibre Terminations		
		Should be supplied loaded with secondary Coated SC/LC pigtails		
	Drawer concept allows for	Mounting brackets cab be placed in different positions		
		Easy Access to splicing tray		

		Easy access to back side of connector		
		trays with higgs (book type) which allows facilities easy fiber management and greater access during installation and rework		
J		Fiber guides, radius controls and secure tie downs provided		
K	Dimensions	Width -450mm and Depth 280mm, height -44mm		
L	Color	RAL 7035 /Black		
3	Fiber Optic LIU-2U			
A	Connector Type	SC/LC Style, Duplex		
B	Operating Temperature	-40 Degree C to +85 Degree C		
C	Durability and Color			
D	MM Connectors	500 Cycles, Beige		
E	SM Connectors	220 Cycle, Blue		
F	Ferrules	Pre-radiused Ceramic Ferrules		
G	Attenuation	Not more than .75 DB per Mated Pair		
H	Fiber Optic Patch Panels			
I	FMS-Front Patching/Splicing Shelf	2U + 19" ETSI Version a Available		
i.1		The FMS Fiber Management Shelf series is ideal for high density front patching applications		
i.2		Its compact design and high density capacity allows it to deliver carrier class fiber management to central offices, POP, FTTx, mobile systems and LANs.		
i.3		High Density		
i.4		2U: 96 Fiber Terminations		
i.5		Should be supplied loaded with secondary Coated SC pigtails		
i.6		Mounting brackets cab be placed in different positions		
j.1	Drawer concept allows for	Easy Access to splicing tray		
j.2		Easy access to back side of connector		
j.3		trays with higgs (book type) which allows facilities easy fiber management and greater access during installation and rework		
j.4		Fiber guides, radius controls and secure tie downs provided		
K	Dimensions	Width -450mm and Depth 280mm, height -44mmx2		
L	Color	RAL 7035 /Black		
4	Fiber Optic Patch SC-SCMM			

A	Make and Type	SC to SC Duplex Fiber Optic Patch Cord with SC Pigtail pre terminated and compatible with SC snap in adapter plates, 50/125 Micron OM2/OM3		
B	Cable Sheath	LSZH		
C	Cable Diameter	2.5mm twin zip		
D	Ferrule	Ceramic		
E	Buffer	.9mm easy strip		
F	Insertion Loss	MAX .3db		
G	Return Loss	>20db		
H	Temperature Range	Minus -10 Degree C to +60 Degree C		
I	ROHS	ROHS/ELV Compliant		
5	Fiber Optic SC-LC/LC-LC MM			
A	Make and Type	SC to SC/LC-LC Duplex Fiber Optic Patch Cord , 50/125 Micron OM2/OM3		
B	Cable Sheath	LSZH		
C	Cable Diameter	1.8mm twin zip		
D	Ferrule	Ceramic		
E	Buffer	.6mm easy strip		
F	Insertion Loss	MAX .3db		
G	Return Loss	>20db		
H	Temperature Range	Minus -10 Degree C to +60 Degree C		
I	ROHS	ROHS/ELV Compliant		

Structured Copper Cabling				
SI N o	Parameters	Minimum Requirements	Compliance for Minimum Requirements (indicate YES/NO)	Tenderer's Response (Please mention deviations, if any)
1	Copper Cable			
A	The horizontal cables should be 4-pair unshielded twisted pair (UTP) meeting Category6A specifications.	Yes		
B	The cable should be of 4 twisted pairs of 23 AWG solid conductors with a Non-lead, flame retardant, PVC jacket.	Yes		
C	4 pair Riser cable must be with a oblique elliptical offset filler/Equivalent for improved Alien Crosstalk & high speed data links suitable for use up to 10 Gigabit transmission speeds.	Yes		
D	Insulation Material	Polyolefin/Equivalent		
E	Separator	Flame Retardant Polyolefin/Equivalent		
F	Electrical Performance			

Structured Copper Cabling				
SI N o	Parameters	Minimum Requirements	Compliance for Minimum Requirements (indicate YES/NO)	Tenderer's Response (Please mention deviations, if any)
		Conductor DC resistance @ 20°C (max) 9.38W/ 100m		
		DC resistance Unbalance (max) 2%		
		Mutual Capacitance @ 20°C (max) 5.6 nF/100m		
		Nominal Velocity of Propagation 65%		
		Attenuation at 550 MHz 45.6 dB		
		Return Loss at 550 MHz 29.2 dB		
		ACRat 550 MHz 3.8 dB		
		PSACR at 550 MHz -2.5 dB		
		NEXT at 550 MHz 49.9 dB		
		PSNEXT at 550 MHz 43.1 dB		
		ELFEXT at 550 MHz 22.0 dB		
		PSELFEXT at 550 Mhz 15.0 dB		
G	Thermal Characteristics	Operating temperature - 20 to +75 °C		
H	Mechanical Characteristics :Minimum Bending Radius			
		During Installation		
		After Installation		
		Maximum Pulling Tension		
I	Telecommunication Outlet Support	Multivendor Cat6A unshielded Jack compatibility		
2 10G-24 Port Patch Panel				
A	The Cat6A patch panel should be capable of transmitting 10GB Ethernet over 100m channel	Yes		
B	The patch panel should be made of polymer material (Metal frame not allowed) to reduce alien cross talk	Yes		

Structured Copper Cabling				
SI N o	Parameters	Minimum Requirements	Compliance for Minimum Requirements (indicate YES/NO)	Tenderer's Response (Please mention deviations, if any)
C	Patch panel should be available in 1U	1U/24 Ports or equivalents		
D	Patch panel should have information outlet assembled in two different level (Step design) and with staggered arrangement to reduce alien cross talk	Yes		
E	Should have Comprehensive individual port numbering on front and rear	Yes		
F	Patch panel must be supplied with Rear cable management as a standard accessory and this should only occupy the same space as the panel	Yes		
G	Material Construction	Moulded glass filled polyphenylene sulfide/equivalent		
H	Operating temperature range:	-10°C to + 70°C		
I	Flammability Rating:	UL94V-0		
J	Safety Rating:	UL 1863		
K	Compliance	TIA-568.B.2-10 IOS/IEC 11801 ed 2.1		
L	Compatible with both Copper and Fiber Jacks	10G copper and fiber outlets		
3	10G-48Port Patch Panel			
A	The Cat6A patch panel should be capable of transmitting 10GB Ethernet over 100m channel	Yes		
B	The patch panel should be made of polymer material (Metal frame not allowed) to reduce alien cross talk	Yes		
C	Patch panel should be available in 2U	2U/48 Ports or equivalents		
D	Patch panel should have information outlet assembled in two different level (Step design) and with staggered arrangement to reduce alien cross talk	Yes		
E	Should have Comprehensive individual port numbering on front and rear	Yes		

Structured Copper Cabling				
SI N o	Parameters	Minimum Requirements	Compliance for Minimum Requirements (indicate YES/NO)	Tenderer's Response (Please mention deviations, if any)
F	Patch panel must be supplied with Rear cable management as a standard accessory and this should only occupy the same space as the panel	Yes		
G	Material Construction	Moulded glass filled polyphenylene sulfide/equivalent		
H	Operating temperature range:	-10°C to + 70°C		
I	Flammability Rating:	UL94V-0		
10	Safety Rating:	UL 1863		
11	Compliance	TIA-568.B.2-10 IOS/IEC 11801 ed 2.1		
12	Compatible with both Copper and Fiber Jacks	10G copper and fiber outlets		
4	10G Copper Patch Cord			
A	Make and Type	RJ45 to RJ45 Patch Cords		
B	It should be snag less plug design with integrated strain relief			
C	Operation temperature range	Negative 20 Degree C to Positive 75 Degree C		
D	Number of plug insertion cycles	>750 (IEC/EN 60603-7)		
E	Jacket	Lead Free PVC		
F	Conductor	24 AWG 7x32 stranded tinned		
G	Flammability Rating	UL94V-0		
H	Safety Rating	UL 1863		
5	10G Copper Outlet			
A	Should Support 10 Gigabit Ethernet over unshielded copper to a full 100m channel	Yes		
B	It should have an inbuilt conductor management system for well-Controlled terminations, The conductor management piece should be capable of maintaining the pair relationship of the cable	Yes		
C	Contacts should be made of 45° IDC (Insulation Displacement Contact) type/Equivalent To provide reliable gas-tight connections	Yes		

Structured Copper Cabling				
SI N o	Parameters	Minimum Requirements	Compliance for Minimum Requirements (indicate YES/NO)	Tenderer's Response (Please mention deviations, if any)
D	Fully interoperable and backwards compatible with component compliant Category 5e / Class D and Category 6 / Class E systems	Yes		
E	Outlet should offer tool free termination	Yes		
F	Operation temperature range	-10°C to + 60°C		
G	Transmission performance and reliability	TIA-568.B.2-10& ISO/IEC 11801ed2.1		
H	Contact Resistance	< 1mQ		
I	Conductor Terminations of Contacts	2 200		
J	Conductor Diameter	0.5-0.65mm (AWG 24-22)		
K	Insulation Diameter	1.04-1.6mm		
L	Plug / Jack Mating Cycles	> 750 (IEC / EN60603-7)		
M	Outlet Color (Gray/Black/White/Yellow,etc)	Selected In consultation with UID		
N	Outlet should support leading vendor copper cable	Yes		
O	Safety Rating	UL 1863		

TECH 4.2.4: Project Plan for Deliverables

A **Detailed Project Plan** clearly indicating the milestones activities into the respective sub activities, along with their start and end dates must be provided as per the format specified below. Bidder should adhere to the timelines as stipulated in “Project Schedule” Section-V, Clause 6.

Activity-wise Timelines

S. No.	Item of Activity	Month wise Program					
		1	2	3	4	5	...
1	Activity 1						
1.1	Sub-Activity 1						
1.2	Sub-Activity 2						
2							
2.1							
2.2							
3							
3.1							
4							

Note: The above activity chart is for the purpose of illustration. Bidders are requested to provide detailed activity & phase wise timelines for executing the project with details of deliverables & milestones.

In addition to the above, Bidder must also provide a Summary of key milestone timelines proposed, as per the format given below. Bidder should adhere to the timelines as stipulated in “Estimated Project Schedule” Section-V, Clause 6.

Key Milestone Timelines

Activity	No of Calendar Days from release of LOI

Witness:

Signature -----

Name -----

Address -----

Date -----

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

TECH 4.2.5: Escalation Matrix

The purpose of the escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lower management level. DCSP is required to indicate the names for the Escalation Matrix Levels specified below.

DCSP Contact details:

Location	Position	DCSP representative with designation & contact details
Bengaluru	{MD/ CEO/ Director or equivalent}	Name:- Designation:- Office Tel. No.:- Mobile Tel. No.:- Email ID:-
	{Project Manager, Senior Manager or equivalent}	Name:- Designation:- Office Tel. No.:- Mobile Tel. No.:- Email ID:-

Escalation Procedure

Escalation shall be required on an exception basis and only if the issue resolution cannot be successfully achieved within a reasonable time frame.

Escalation Level	Position to whom escalated	DCSP representative with Contact Details
Level 1	Project Manager	
Level 2	Project Director	
Level 3	Steering Committee	

TECH 4.2.6: List of Documents to Be Submitted By DCSP for the proposed Data Center

Hiring of Data Centre space & Facilities, Unique Identification Authority of India (UIDAI) at Bengaluru		
1	Address of the Proposed Data Center Facility	
2	Data Center Building Type: Owned , Leased or Space hired through other agency? If leased, for how many years and valid up to which date? What is the age of the building?	
3	Owner's Name and Address	
4	Location of the Data Center within the building (which floor?)	
5	What is the total available ready data centerspace for data center as per UID requirement	
6	What is the total available DC bare space which can be used for future expansion	
7	What is the approved sanctioned power for the Data Center	

The submission of the following documents is mandatory and the same shall be referred for evaluation during site visit.

Documents to be submitted by the DCSP	Whether Submitted (Yes/No)	If submitted, Reference in the RFP	Remarks
(i) Certificate or Lease Agreement as applicable (ii) Copy of building Insurance document (iii) Seismic Compliance of the building (iv) Compliance Certificate for floor strength in Kg/Sq meter (v) Data Center Layout drawing (vi) Electrical SLD upto rack distribution (vii) Schematic drawings of HVAC system for data Center and its support facility (viii) Schematic drawings for Fire detection, Fire Suppression, WLD, Rodent Repellent, access control system, Public Address System & CCTV etc. (ix) Building Management System Architecture (x) Two hrs Fire Rating Certificate for Doors/Partitions/Windows/Glass/Raised Floor/False Ceiling in IT Production area(Server hall) (xi) ISP version 6 connectivity Certificate from ISPs (xii) Explosive License copy for UG storage tank & DG			

Documents to be submitted by the DCSP		Whether Submitted (Yes/No)	If submitted, Reference in the RFP	Remarks
	Pollution certificate (xiii) Power sanction approval certificate from relevant authority (xiv) Fire Safety, security and suppression system Management process and procedure (xv) Building Occupancy Certificate (xvi) Building Fire Approval Certificate (xvii) Floor structural strength certificate duly certified by Authorised signatory (xviii) No Objection Certificate for deploying CISF at the premises if required by UIDAI			

TECH 4.2.7: Response Sheet

It is mandatory for bidder to provide response/solution details against each checkpoint as stipulated in below table toward completeness of the solution,

For bid evaluation, UIDAI will conduct the site visit of the proposed data center facility and will evaluate the response against respective parameters during the site visit.

Response against each check points shall be evaluated on the basis of following:

- a. Clear articulation and description of the technical solution and design, components, Make of equipment or sizing of infrastructure (including diagrams and calculations wherever applicable).
- b. Compliance to technical requirements specified in the RFP.
- c. Clear articulation of understanding of requirement, coverage and adequacy of solution, feasibility, Innovation and scalability.
- d. Detailing and completeness of requirement

S. N	Technical Evaluation Parameters	Score	Bidder 's Response	Supporting Document by Bidder	Reference in the Bid Submitted
The evaluation of the bidder's responses to the following questions would consider the following parameters: 1. Compliance to specifications and minimum requirements 2. Level of details provided and submission of Supporting Documents Note: a) In case of any deviations, please use the Deviation format attached as TECH 4.2.10 in Section IV.					
A	Architectural and Structural				
Please state the response in line with the requirements as stipulated in Section V- Clause No. 5.2, Schedule of Requirement and other RFP Requirements.					
A.1	Architectural and Structural				
1	Location, Age of the Building, Fitness of building for DC				
2	What is the Total area in Sq ft of the space in the building for raised floor and other supporting areas like Utility Rooms? What is the overall space (in Sq. feet) planned to make proposed available DC space for UIDAI?				
3	Is the Data Center Space (IT Production Area) on the suitable level a. Minimum 4 feet above the ground level and b. Should not be on topmost floor				
4	Is the Data center and its building owned by the Bidder? If building / floors are leased, Specify lease period? Does the lease period comply with RFP stipulation?				
5	What is the types and value of Insurance of the Data Center?				

S. N	Technical Evaluation Parameters	Score	Bidder 's Response		Supporting Document by Bidder	Reference in the Bid Submitted
6	Is there adequate space for parking for emergency vehicles, fire brigade to access the building in case of emergencies, and are there proper fire exits provided as per the statutory guidelines?					
7	In the site chosen for UIDAI DC Co-Hosting, what is the distance to nearest airport and flight path?					
8	Please mention the distance to nearest highway, railway station and railway line?					
9	State the number of incidences of water logging in the basement area in last 3 years as well as number of incidences of water logging in the surrounding area above 6" in last 3 years and describe measures taken to establish that there will be no water seepage in the future.					
10	Is the building protected from Lightening, EMI and RFI? If Yes then what are the solution considered					
	Sub Total A.1	70				
A.2	Architectural and Structural					
11	Are there any potentially hazardous facilities, operation, business or natural occurrence, such as petrochemical processing, prisons, toxic waste sites, gas pipeline, etc. envisaged in the future in the surroundings? If so, what would be the approximate distance?					
12	What is the structural load bearing capacity of floor slab in kg/sq.mtr?					
13	Whether any major electrical equipment is directly above or below the data center space?					
14	What will be the height of the raised floor from the true floor (mm) and what is the type of the false flooring? Is it provided with anti-static laminate?					
15	What is the Load bearing capacity of raised floor (kg/sq. mtr)?					
16	Is the raised floor space on DC exclusive for UIDAI or there will be other customers? If yes, how would physical isolations be planned?					

S. N	Technical Evaluation Parameters	Score	Bidder 's Response		Supporting Document by Bidder	Reference in the Bid Submitted
17	Is the Telco/ Communication Room strategically located and controlled by Access Control system? Will UIDAI be given an exclusive Room? Provide schematics and details.					
18	Will the fibre entering the Telco/ Communication Room come from separate paths?					
19	Would the Internet Service Providers be equipped with IPV6 connectivity? What is the minimum and maximum number of ISPs planned in the Telco/ Communication Room					
20	Is there a provision for material movement trolleys for equipment transit, inside and outside the Staging Room? What is the process followed by the DCSP personnel for movement of equipment from the unloading dock to the store and from store room to the staging Room? Are proper material movement trolleys designed/provisioned?					
21	Is a Fire alarm Detection & Fire Suppression system provisioned for Staging Room, Office area, Secure Storage Space, Media Storage Room and Communication Room? Mention the type of Fire Detection and Fire Suppression System used.					
22	Is a Secure Storage Space (Material handling room Store Room) exclusively provisioned for UIDAI? Is there adequate space provisioned for unloading the IT equipment/ material?					
23	Would a secure storage space with locking arrangement be provided & what type of locking arrangement will be provisioned?					
	Sub Total A.2	70				
A.3	Architectural and Structural					
24	Space for future expansion; In addition the data center space proposed to UIDAI, Is there is any space available for future expansion Would additional Data Center space be provided on requirement? If Yes, then how much can be provided - provide layout and other details as well?					

S. N	Technical Evaluation Parameters	Score	Bidder 's Response		Supporting Document by Bidder	Reference in the Bid Submitted
25	Are Access control and CCTV systems provisioned as per the industry standards in all the areas such as Data Center Space, Communication Room, Secure Storage Space, Staging Room, Media Storage Room and Office Space? Provide specifications, Schematic Layout and other related details.					
26	What is the location/strategic placement provisioned for the electrical room to facilitate receiving power and distributing the same to the building and the server hall?					
27	What type of fire alarm and fire suppression systems are provisioned for the Electrical Room?					
28	Is the Electrical Room provisioned with access control to prevent unauthorized entry?					
29	Are the Chiller & AHU rooms provisioned with proper slope to drain water out of the building to prevent water stagnation in the chillers and AHU rooms?					
30	What is the location provisioned for the Cafeteria, Pantry or Rest rooms with reference to locational proximity/ distance to the server hall?					
31	Whether the building is seismic compliant? If yes, what is the compliance zone level? Provide details.					
32	Whether the building has the necessary fire-approvals in place? Provide details.					
	Sub Total A.3	60				
	Total Score (A)- A.1+A.2+A.3	200				
B	Electrical Systems: design consideration					
Please state the response in line with the requirements as stipulated in Section V- Clause No. 5.10, Schedule of Requirement and other RFP Requirements.						
B.1	Power					

S. N	Technical Evaluation Parameters	Score	Bidder 's Response		Supporting Document by Bidder	Reference in the Bid Submitted
1	<p>Is power sanctioned from Electricity Power Supply Company for the Data Center building?</p> <p>If Yes, what is the total Sanctioned Power in MVA and is the sanctioned power sufficient to meet UIDAI requirement, Please provide details.</p>					
2	<p>What is the number of incoming power lines provisioned from the power supply company?</p> <p>What is the capacity of each incoming power lines in MVA.</p> <p>What is the incoming kV from Power Supply Company</p> <p>Are the incoming power lines provisioned from a single or different sub-station/s?</p>					
	Sub Total (B.1)	25				
B.2	Transformer					
1	How many transformers are designed/ provisioned? What are their capacities and types?					
2	What is the provisioned redundancy for main transformers (N, N+1...)?					
3	What is the type of earthing that is provisioned for the neutral and body of transformers?					
4	What type of protection against surge in voltage and current is provisioned for the transformers?					
	Sub Total (B.2)	20				
B.3	Diesel Generator					
1	How many DG sets, which would be available to support UIDAI DC space, are provisioned and what is the redundancy level (N, N+1,...). Is there adequate space provisioned for adding generators in case of a requirement?					
2	What is the total DG Capacity (in KVA) which is provisioned for UIDAI DC requirement?					

S. N	Technical Evaluation Parameters	Score	Bidder 's Response		Supporting Document by Bidder	Reference in the Bid Submitted
3	How the Neutral and Body earthing is provisioned through separate earth pits?					
4	How much time Generators will take to crank up, synchronize and take full load? Does a dedicated DG sets is provisioned for UIDAI or will it be shared with another customer.					
5	Is a bulk fuel storage tank provisioned? If yes, what is the capacity and does it have the necessary statutory approvals in place? What is the capacity provisioned for bulk storage fuel tank (in liters & running hours at full load)?					
6	Is the generator capacity designed /provisioned to fulfill the power requirements of both IT and air conditioning load of the Data Center space for UIDAI? Provide the tabulated calculation.					
7	What is the lead time provisioned to supply refill as part of a SLA with fuel supplier?					
	Sub Total (B.3)	40				
B.4	Main LT Distribution Panel					
1	How many LT panels are designed/provisioned? Provide each panel's description, function and redundancy level designed in failure of one module/path/equipment etc.					
2	Is the main LT distribution panel provisioned to house an Electrical Room? Provide the equipment layout details.					
3	Does the Main LT distribution panel have minimum two incomers - one for the main power from the electricity board and the other for the diesel generator? How is the DG to Mains or vice versa changeover system designed/provisioned?					
4	Are the LT Panel breakers provisioned with earth fault, overload and thermal protection? Provide details.					
	Sub Total (B.4)	20				
B.5	UPS System					

S. N	Technical Evaluation Parameters	Score	Bidder 's Response		Supporting Document by Bidder	Reference in the Bid Submitted
1	What is the provisioned UPS Capacity and redundancy (N+1, N+N...) for UIDAI requirement? Is the UPS Capacity sufficient as per the required consumed IT Load requirement? Provide the tabulated capacity calculation sheet.					
2	Is the rack power provisioned from two sets of UPSs through Dual bus distribution system? Please provide details.					
3	Are the UPS units installed in separate Rooms? Y/N					
4	Are the UPS systems provisioned with harmonic filters to limit the Total Harmonic Distortion to less than 10% at 50% load and are also protected against surge?					
5	What is the battery backup duration for each UPS at full load? Provide battery backup calculation sheet.					
6	What is the type of earthing provisioned for UPS neutral? What is the size and type of earthing strip? Provide the earthing sizing calculation details.					
7	Is the UPS system dedicated to UIDAI DC Requirement (s) or shared with other clients?					
8	Is there a separate UPS provisioned for catering to the office equipment like PC's, fax, printers etc?					
9	Is a dedicated earth system provisioned for the neutral of UPS? What is the earthing scheme/schematic? What is the solution design for limiting the E-N Voltage for each IT Equipment power to less than 2V? Explain and provide details					
10	Is there any isolation transformer at UPS Output designed/provisioned? Provide the electrical single line diagram.					
11	To what extent could the power (kW) be scaled up beyond the stipulated IT Load requirement in designated racks, on specific instructions from UIDAI?					
12	Are the UPS power distribution panels separate from raw power distribution panels?					
	Sub Total (B.5)	45				
B.6	LT Distribution Panels and Rack					

S. N	Technical Evaluation Parameters	Score	Bidder 's Response		Supporting Document by Bidder	Reference in the Bid Submitted
	Distribution					
1	How many LT panels are designed/provisioned? Provide each panel's description, function, redundancy level designed for end to end power distribution up to IT Racks in case of failure of one module/path/equipment etc.					
2	Is the power supply to the air conditioning equipments provisioned through a separate distribution panel?					
3	How is the Cable tray for LAN and Cable tray for Rack Power distribution planned (Under the raised floor or above the rack below ceiling) and Why?.					
4	How do you ascertain that during maintenance of panels, the regular operations are not disturbed?					
5	Is a Capacitor panel of adequate capacity provisioned for correction of power factor? Provide calculation details.					
6	How many Power Distribution Units (PDU) are planned for delivering power to IT Racks. What is the Rating of each PDU and how many IT racks in Data Center Space are connected to one PDU What is the rating and type of industrial sockets for each Rack in the Data Center Space					
7	Does a PDU have provision for single phase circuits to cater to any specific equipment requirement being deployed? Provide details.					
	Sub Total (B.6)	25				
B.7	Earthing and Lighting					
1	What is the earthing scheme for the Data Center and is a dedicated earthing provisioned for the Data Center? Provide details.					
2	Is a Single Reference Grid provisioned in the Data Center?					
3	Is the provisioned equipment safety/ body earth separate from dedicated earth in the Data Center? Please provide details.					
4	What methods are provisioned to control Electrostatic Discharge?					
5	What standards are followed to design/provision earthing? What will be the Earthing pit Resistance?					

S. N	Technical Evaluation Parameters	Score	Bidder 's Response		Supporting Document by Bidder	Reference in the Bid Submitted
6	Is regular lighting and emergency lighting designed/ provisioned in all locations of the building? What percentage of emergency lights is used for illumination? Provide details.					
	Sub Total (B.7)	25				
	Total Score (B)	200				
C	Heat Ventilation and Air Conditioning Design Consideration:					
Please state the response in line with the requirements as stipulated in Section V- Clause No. 5.11, Schedule of Requirement and other RFP Requirements.						
C.1	Precision Air Conditioning					
1	What is the type of precision air conditioning provisioned in DC? (CW/DX). What is the benefit of selecting a particular option, please provide details.					
2	What is the cooling design solution for respective Rack Density?					
3	How is the cooling and humidity maintained as per the operational requirement of IT Equipment installed in IT Rack. How would the Bidder ensure that there are no Hot Spots within the Data Center Space? Provide details on air Flow management for each Density Solution					
4	What is the rated capacity of the AC units (Tr) and how much redundancy is provisioned?					
5	What is the provisioned CFM for each rack as per design? Whether CFM as per design will be sufficient to manage heat dissipation for each rack, Please provide detailed calculation. Can it be scalable on requirement? Please provide details.					
6	Is the Rack alignment provisioned to achieve a hot isle and cold isle arrangement?					
7	Is the floor slab provisioned (above or below) with thermal insulation? Provide details.					

S. N	Technical Evaluation Parameters	Score	Bidder 's Response		Supporting Document by Bidder	Reference in the Bid Submitted
8	Is any humidity control provisioned in the equipment?					
9	What is the range of temperature and humidity provisioned in the Data Center? What type of air filters are provisioned and why?					
10	Is there space provisioned to add additional AC units in the Data Center in case of any requirement?					
	Sub Total (C.1)	80				
C.2	Comfort Air Conditioning					
1	What is the type of comfort air-conditioning systems provisioned for area such as office, media storage room and secure storage room and what is the redundancy ((N, N+1...)). Please provide details.					
2	Is fresh air provisioned for comfort air-conditioning?					
3	Are the AC ducts properly insulated and provided with fire dampers?					
4	Is the comfort AC is provisioned with temperature controls in the office area?					
	Sub Total (C.2)	20				
	Total Score (C)	100				
D	Fire Systems Design Consideration:					
Please state the response in line with the requirements as stipulated in Section V- Clause No. 5.12, Schedule of Requirement and other RFP Requirements.						
D.1	Fire Alarm System					
1	Briefly describe the Fire rating measures provisioned to make the DC conform to NFPA guidelines?					
2	What are the standards adopted for designing/provisioning the Fire detectors in the Data Center and the other supporting utility areas like the UPS Room, Electrical Room and Office areas?					
3	What are the types of detectors provisioned? (Smoke, Heat etc.)? Are they addressable or conventional?					
4	Is the Data Center Fire alarm system integrated with the building alarm system?					
5	Is the Fire alarm system configured with the Public Address system?					

S. N	Technical Evaluation Parameters	Score	Bidder 's Response		Supporting Document by Bidder	Reference in the Bid Submitted
6	Is the DC equipped with early smoke detection system? What type is employed and what is the air sampling frequency?					
	Sub Total (D.1)	30				
D.2	Fire Suppression System					
1	What is the type of fire extinguishing system adopted? Which gas is provisioned for fire suppression? Does it contain Ozone Depleting substances?					
2	What is the design standard considered for the above mentioned system? (NFPA etc)					
3	Would the gas release panel be integrated with the fire panel?					
4	In an automatic gas based fire-suppression system, is there a method provisioned to prevent excessive pressure build-up?					
5	Are the smoke detector / heat detectors along with the fire panel programmed in a manner that they activate the suppression system?					
6	Are portable fire extinguishers provisioned? At which strategic locations would they be placed?					
	Sub Total (D.2)	30				
	Total Score (D)	60				
E	Security System Design Consideration:					
Please state the response in line with the requirements as stipulated in Section V- Clause No. 5.13, Schedule of Requirement and other RFP Requirements.						
E.1	Physical Security					
1	Does the Bidder comply with UIDAI's requirement of deputing CISF personnel in addition to Bidder's own security?					
2	Does the building have 24hr patrolling?					
3	Are the security personnel trained to scrutinize the personnel entering the premises and also to carry out combat activities?					
4	Is security provisioned to monitor all the entrances of the building?					
	Sub Total (E.1)	25				
E.2	Closed Circuit Television					

S. N	Technical Evaluation Parameters	Score	Bidder 's Response		Supporting Document by Bidder	Reference in the Bid Submitted
1	How many cameras are placed? What is the area covered through CCTV surveillance in the Data Center floor area? What type of cameras are provisioned for respective areas (Example: CCTV fixed dome type with or without varying focal lens, PTZ cameras)?					
2	Are CCTV's provisioned in strategic locations to monitor the movement of personnel in and out of all critical areas in the building and its periphery? Is the DG area, utility Area, Electrical Room area covered by the CCTV? Please provide details.					
3	Is it provisioned for the Digital Video Recorder to be IP based to allow UIDAI to monitor remotely? Is 24X7 CCTV's monitoring provisioned? Is the recording based on motion sensing?					
	Sub Total (E.2)	25				
E.3	Access Control System					
1	What type of access control system is provisioned for Data Center? (Finger, palm etc.)?					
2	Are panic bars provisioned with the emergency exits and integrated with the alarm system?					
3	Is the Access control software installed on a stand-alone computer and are the logs of movements recorded? Will the periodic reports of the logs be recorded and sent to UIDAI?					
4	How many minimum levels of physical and electronic scrutiny are provisioned before a person can enter the Data Center?					
5	Is the entry to all critical locations in the building provisioned through the Access Control system? Provide details.					
	Sub Total (E.3)	30				
	Total Score (E)	80				
F	BMS System Design Consideration:					
Please state the response in line with the requirements as stipulated in Section V- Clause No. 5.14, Schedule of Requirement and other RFP Requirements.						

S. N	Technical Evaluation Parameters	Score	Bidder 's Response		Supporting Document by Bidder	Reference in the Bid Submitted
F.1	Integrated Building Management System (BMS)					
1	Is the BMS for proposed Data Center dedicated for UIDAI or would it be shared with other customer? Provide details.					
2	Confirm the list of equipments which will be monitored through BMS like DG,UPS, Transformers, Chiller ,PAC, ACS, Energy Meters, WLD, Aspirating smoke detection system etc. Is the BMS designed for 24x7 monitoring & how will it be monitored ?					
4	What is the frequency of reports that would be generated from BMS ? Is the system design capable of generating reports of power consumption from the PDU?					
5	Is the BMS Room separate or it will be shared with some other utility room/ area?					
7	Is the temperature and humidity sensing and monitoring of the Data Center floor Area provisioned on a continuous basis and will it be integrated to the BMS System and will it be IP based to allow accessibility for UIDAI to monitor remotely?					
8	Please confirm retention of the following data as per the retention period indicated against each points below, a) Access logs (3 months) b) CCTV (1 year) c) Power consumption (3 months) d) Alarms generated (3 months) DCSP should have capability to restore and replay the data within the stipulated retention period.					
9	What is the system of escalation from BMS – calls, SMS, Mails, etc.?					
	Sub Total (F.1)	30				
	Total Score (F)	30				
G	Bidder Experience and Profile					

1	How old is the Company in Data Center services business (in years)? Required; Copy of the Certificate of incorporation and amendment if any thereof	30				
a	> 5 Yrs	30				
b	3 to 5 Yrs	20				
c	2 to 3 Yrs	15				
c	< 2 Yrs	0				
2	What is the total Data Center Raised floor area (in sq. feet) owned and managed by the Company all over India? ((IT Production area i.e. Space for IT Rack, CRAC, PDU). Required; Self declaration certificate duly certified by CEO/CFO/MD of the Bidder's organization mentioning the address of the respective DC sites along with Sq ft area	30				
	> 40,000 sq ft	30				
	20,000 Sq Feet to 39,999 sq ft	25				
	10,000 Sq Feet to 19,999 sq ft	20				
	5,000 Sq Feet to 9,999 sq ft	15				
	<5,000 sq ftt	0				
3	Bidder On-Roll employee - Professional Certification as CDCP or CDCS ,PMP & ITIL. Required Copy of certificates in respect of employees	20				
a	> 10 no's PMP Certified,	7				
	Between 5 no's & 10 no's PMP Certified	4				
	< 5nos PMP Certified	0				
b	> 5 no's CDCS/CDCP Certified	8				
	Between 3 No's & 5 No's CDCS/CDCP Certified	4				
	< 3nos	0				
c	> 10 no's ITIL Certified,	5				
	Between 5 no's & 10 no's ITIL Certified	3				
	< 5nos ITIL Certified	0				
	Sub Total (G)	80				
	Grand Total	750				

TECH 4.2.8: Details of Litigation (s)

Details of litigation(s) the Bidder is currently involved in, or has been involved in, for the last three years:

Party in dispute with	
Year of initiation of dispute	
Detailed description of dispute	
Resolution / Arrangement arrived at (if concluded)	

Witness:

Signature -----

Name -----

Address -----

Date -----

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

TECH 4.2.9: Statement of Deviations from General Terms & Conditions

Dear Sir(s),

Following are the deviations and variations from General Terms & Conditions for **"Hiring of Data Centre space & Facilities for Unique Identification Authority of India at Bengaluru** against Tender No....., Dated These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your requirements and documents.

Sl.	Section No.	Sub Clause	Brief Narration	Bidder's Response (Statement of Deviation & Variation)

Witness:

Signature -----

Name -----

Address -----

Date -----

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

TECH 4.2.10: Statement of Deviations from Schedule of Requirements

Dear Sir(s),

Following are the deviations and variations from Schedule of Requirements for **""Hiring of Data Centre space & Facilities for Unique Identification Authority of India at Bengaluru** against Tender No....., Dated These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your requirements and documents.

Sl.	Section No.	Sub Clause	Brief Narration	Bidder's Response (Statement of Deviation & Variation)

Witness:

Signature -----

Name -----

Address -----

Date -----

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

TECH 4.2.11: Blank Copy of the Commercial Bid Form

Refer Clause 7.2 (k) of Section II

4. COMMERCIAL BID

COMM 4.3.1: Bidder Profile

Hiring of Data Centre space & Facilities, Unique Identification Authority of India (UIDAI) at..... (Bengaluru).		
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	

Witness:

Signature -----

Name -----

Address -----

Date -----

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

COMM 4.3.2: Commercial Bid Letter

(Please see Clause 7 of Section II - Instructions to Bidders)

COMMERCIAL BID LETTER

To,

The Director General and Mission Director
UIDAI, Planning Commission,
3rd Floor, Parliament Street
New Delhi – 110001

Sir,

Sub: “Hiring of Data Centre space & Facilities at Bengaluru for Unique Identification Authority of India”

Ref: Bid document:

1. We, the undersigned Bidders, having read and examined in detail all the bidding documents with respect to Leasing, Hosting, Maintenance & Management of Data Centre Space and Facilities for Unique Identification Authority of India (UIDAI) at Bengaluru Region, do hereby propose to provide **services** as specified in the bid document.

2. PRICE AND VALIDITY

- 2.1. All the prices mentioned in our bid are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this bid are valid for a period of 180 calendar days from the date of opening of the bids.
- 2.2. We are an Indian Company and do hereby confirm that our bid prices include all taxes including income tax and professional tax.
- 2.3. We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

3. UNIT RATES

- 3.1. We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

4. EARNEST MONEY DEPOSIT (EMD)

- 4.1. We have enclosed an EMD in the proforma as per the EMD form in the form of a bank guarantee for a sum of **Rs.** _____. This EMD is liable to be forfeited in accordance with the provisions of bid documents.

5. DEVIATIONS

- 5.1. We declare that all the services shall be performed strictly in accordance with the bid documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.
- 5.2. Further we agree that additional conditions, if any, found in the bid documents, other than those stated in deviation schedule, shall not be given effect to.

6. BID PRICING

- 6.1. We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in bidding documents.

7. BID PRICE

- 8.1. We declare that our bid prices are for the entire scope of the work as specified in the Schedule of Requirements and bid documents. These prices are indicated in **Annexure 4.2.3** attached with our bid as part of the bid.

8. CONTRACT PERFORMANCE GUARANTEE

- 9.1. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed at **Appendix B of Section VI** as specified in **Clause 33 of Section III**.

9. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

10. We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

11. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal.

Date:
Place:
Business Address:

Witness:

Signature _____
Name _____
Address _____

Date _____

Bidder:

Signature _____
Name _____
Designation _____
Company _____
Date _____

COMM 4.3.3: Detailed Cost Sheet

INSTRUCTIONS	
1	Bidder should provide all prices, quantities as per the prescribed format in this section. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0.00" (Zero) in all such fields.
2	It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable.
3	Purchaser reserves the right to ask the selected Bidder to submit proof of payment against any of the taxes, duties, levies indicated, at any point during the contract period.
4	Purchaser shall take into account all Taxes, Duties & Levies for the purpose of Evaluation.
5	Price should be quoted in Indian Rupees (INR). Price bids in any other currency shall be summarily rejected.
6	Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected . If there is a discrepancy between words and figures, the amount in words will prevail .
7	Bidder to account for all statutory approvals as required
8	For the purposes of evaluation of commercial Bids, the Purchaser shall make appropriate assumptions to arrive at a common bid price for all the bidders. However, this shall have no correlation with the contract or actual payment to be made to Bidder.
9	The initial contract shall be signed for One year and the contract period shall be extendable in steps of six months each up to a maximum of 2 extensions of 6 months each at same unit rate, terms and conditions as quoted.
10	The period of one year contract shall start after handover of data center ready space to UIDAI. UIDAI shall have the right to decrease the contract period from one years to a lesser duration at a written notice period of atleast three months in advance, if required and for rental & other recurring services, variable charges shall be charged by the DCSP only for the duration DC space is utilised by UIDAI.
11	The Office space sought would be utilized by the UIDAI officials for their Data processing and associated work. The Office space displayed during the site visit would be considered as the Purchaser's allocated space, if Bidder wins the contract.
13	UIDAI reserves the right to issue change order(s) for all individual items of the detailed cost sheet in Section IV - Table I, Table II and Table III, at the unit rates quoted by the bidder throughout the validity of the contract.

Summary Table - BREAK DOWN OF COST COMPONENTS				
For the purpose of Commercial Bid Evaluation (All Prices in Indian Rupees)				
Hiring of Data Centre space & Facilities, Unique Identification Authority of India (UIDAI) At Bengaluru				
S. No	Item Description		Reference Table	Total Yearly Cost (INR)
1	Recurring Cost -Space Rental Charges (Year 1)	Value 1	Table I	
2	Variable Recurring Cost (Environmental and Infrastructural Service Charges) (Year 1)	Value 2	Table II	
3	On Demand Fixed Cost	Value 3	Table III	
	Total Bid Price ("P") = Value 1 + Value 2 + Value 3 (In Figures)			
	Total Bid Price ("P") = Value 1 + Value 2 + Value 3 (In Words)			

Witness: Signature <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Name <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Address <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Date	Bidder: Signature <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Name <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Designation <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Company <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Date
---	--

Table I - Recurring Costs (Space Rental Charges)

Note:

- a. Item rate shall be fixed for one years contract period+two six monthly extensions (if required)
- b. No Additional Recurring cost line item should be inserted and to the event bidder has any other cost the same have to be factored in Rental Charges for DC and Rental charges for support area only.
- c. Rental charges should include all physical infrastructure deployment charges for IT Racks, Staging Racks, Communication Racks O&M Charges, Facility Management Charges, Help Desk Support System, all 24x7 Manpower Services , Project Manager charges, Shift Manager (24x7) Charges, Consumables, Tools, Inventory, Security measures, Documentation, 24X7 Security Staff , Environmental & Infrastructure Power cost for Staging Racks, Office Room, Metal Cage, Media Storage Room, Secured Storage Room etc as specified in RFP.

* Bidder can quote quantity (Column D,Sr No-1, in below table for Year 1) as per the available ready DC space however the same should not be less than 2000 Sqft and in case Bidder has higher DC space then the same can be quoted upto maximum 3600 sqft.

** Bidder can quote quantity (Column D,Sr No-2, in below table for Year 1) as per the available ready support space however the same should not be less than 1,400 Sqft.

For evaluation purpose, UIDAI will consider minimum DC and support space quantity for all the bidders as benchmark for calculating the total prices quoted.

S.N	Particulars	Unit	Qty	Unit Rate per month (INR)	Amount Year 1 (INR) (F) = (D)*(E)* 12	Taxes per Year (INR)	Total Amount Year 1 (INR)(H)=[(G)+(F)]
A	B	C	D	E	F	G	H
1	Rental charges for DC space	sq. ft.	2,000*				
2	Rental charges for Support Area a. Office Area (200 sq Ft)-5 seats b. Staging Room (150 sq .ft) c. Communication Room (600 sq. ft, Meet-Me Room) d. Secured Storage Room (450 sq ft)	sq. ft	1,400**				
TOTAL RECURRING COST -Year 1							

Table II- Variable Recurring Cost (Environmental and Infrastructural Service Charges)

Note:

- a. No variation in the pricing of Environmental and Infrastructure power charges shall be entertained for the duration (one year contract + twosix montly extensions if required) irrespective of any upward revision by the Power Supplier Authority.
- b. The variable recurring cost of Environmental and Infrastructure service charges (Power Cost) shall be paid on actual consumption of power (kWh) as measured on a common meter for all installed PDUs which are delivering power to respective IT racks. The measurement meter should measure the total Power (kWh) supplied from each UPS set/source to all the PDUs connected to it. These measurement meters should be

Table II- Variable Recurring Cost (Environmental and Infrastructural Service Charges)

installed to measure the power for racks in communication room, data centre medium density room and data centre high density room.

UPS Source A → Measured kWh → PDUs A → IT Load/Rack

UPS Source B → Measured kWh → PDUs B → IT Load/Rack

- c. The environmental and infrastructural power charges recurring costs are applicable for IT Racks deployed in Data Center Space as per UIDAI requirement only.
- d. The rates quoted for Environmental and Infrastructural Services component for the duration (one year contract + two six monthly extension if required) period shall be fixed. UIDAI reserves the right to renegotiate the Environmental and Infrastructural Services component rates for the subsequent period of contract extension keeping the prevalent Industry standards at that time.
- e. Total kWh mentioned in Column "D" is an estimated quantity for bid evaluation only. However total kWh shall be as per actual meter reading.

S.No	Particulars	Unit	Estimated Qty per month	Unit Rate (INR)	Amount Year 1 (INR) (F) =(D)*(E)*12	Taxes per Year (INR)	Total Amount Year 1 (INR) (H)=[(E)+(F)]
A	B	C	D	E	F	G	H
1	Environmental and Infrastructural Service charges per month (Power Charges)	kWh	300,000				
TOTAL VARIABLE RECURRING COST-Year 1							

Table III- On Demand Fixed Cost**Note:**

- a. **ON DEMAND** Line Item rate shall be fixed for one years contract period+two six monthly extension (if required)
- b. Rate is being asked only for the purpose of price discovery and commercial evaluation.
- c. The payment for structured cabling shall be based on actual no. of ports delivered and commissioned.
- d. The rates quoted for the One Time Fixed Cost would apply for all change orders if such a need arises during the contract period. The quantities indicated are estimates for evaluation purposes only. The Title of all items under one time fixed cost would lie with UIDAI in perpetuity.

Sl. No	Particulars	Unit	Qty	Unit Rate (INR)	Amount (INR) (F) =(D)*(E)	Taxes (INR)	Total Amount (INR) (H)=[(F)+(G)]
A	B	C	D	E	F	G	H
1	Supply, Installation, Testing and Commissioning of Structured Fiber Cabling						
a	Design, installation & Implementation and minimum 20 years certification of Structured Fiber cabling for count of ports as indicated- (Fiber cabling works including Ports terminations, Jack Panel, Rack for Jack Panels, LIU, appropriate connectors ,and other accessories etc).	No's	3840				
b	Supply of Structured Fiber cabling for count of ports as indicated-	No's	3840				

Table III- On Demand Fixed Cost							
	(Fiber cabling including Ports terminations, Jack Panel, Rack for Jack Panels, face Plate, appropriate connectors and other accessories etc)						
c	Supply of Fiber Patch Cords SC-LC OM3 50µm, duplex, multi-mode, patch cord, 3metre	No's	3840				
d	Supply of Fiber Patch Cords SC-LC OM3 50µm, duplex, multi-mode, patch cord, 5meter	No's	3840				
2	Supply, Installation, Testing and Commissioning of Structured Copper Cabling						
Sl. No	Particulars	Unit	Qty	Unit Rate (INR)	Amount (INR) (F) = (D)*(E)	Taxes (INR)	Total Amount (INR) (H)=[(F)+(G)]
a	Design, installation & Implementation and minimum 20 years certification of Structured Copper cabling for count of ports as indicated – (Copper cabling Work including Ports terminations, Jack Panel, Rack for Jack Panels, face Plate, appropriate connectors and other accessories etc)	No's	1920				
b	Supply of Structured Copper cabling for count of ports as indicated –(Copper cabling including Ports terminations, Jack Panel, Rack for Jack Panels, face Plate, I/O, appropriate connectors and other accessories etc).	No's	1920				
c	Supply of Copper Patch Cords Patch Cord Cat 6A(10G) UTP 2m	No's	1920				
d	Supply of Copper Patch Cords Patch Cord Cat 6A(10G) UTP 3m	No's	1920				
TOTAL ON DEMAND FIXED COST							

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1 Introduction

The Unique Identification Authority of India (UIDAI) has been created by the Government of India as an as an attached office under the Planning Commission. Its role is to develop and implement the necessary institutional, technical and legal infrastructure to issue Unique identity numbers to Indian residents. The Unique ID project is expected to lay the foundation for all future e-Governance projects in India in the coming decades. It is with this background that India's Unique ID initiative has been christened as "Aadhaar" (a Hindi word meaning "foundation").

2 Intent

The Director General of Unique Identification of Authority of India (UIDAI) is inviting this **Bid** for ""Hiring of Data Centre space & Facilities for Unique Identification Authority of India in Bengaluru region".

2.1 Structure of Document

This document is divided into following three parts

- a) Part I: Overview – This part provides an overview of the current requirement at the UIDAI and provides an overall view of the Technical Requirements.
- b) Part II: Schedule of Requirements – This part provides the Schedule of Requirements related to the Data Center Space and Facilities.
- c) Part III: Technical Specifications & Minimum Requirement– the Technical Requirements for establishing the Data Center are stipulated in the respective sub-section.

3 Part-I: Overview

- a. This Bid Document has been prepared solely for the purpose of enabling Unique Identification Authority of India (UIDAI) to select a service provider for Data Center in Bengaluru Region.
- b. As a response of the RFP the Bidder should submit separate pre- qualification, technical and commercial bid . The RFP document details out the specifications for Data Centre.
- c. The Bid Document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the UIDAI and any successful Bidder as identified by the UIDAI, after completion of the selection process as detailed in this document.
- d. UIDAI invites proposal from Data Center Service Provider (DCSP) primarily undertaking inter-alia the activities for UIDAI in respect of co-hosting services spread over in the following manner.
- e. The Bidder should offer data center space as per clause 3,2 section-V (IT Production area i.e. space mainly for IT Racks, PDU's and CRAC) and additional space for support areas. The total DC space required is a carpet area and Bidder should account necessary built up area and space of other utility services accordingly.
- f. The Bidder should provide the ready to move-in data center space as per the timelines stipulated in this RFP document as per UIDAI requirement.
- g. UIDAI will at no point bear any additional cost for any Data Center facility that DCSP may have to incur on account of repair, upgrade, power, capacity enhancement etc. to support UIDAI equipments unless UIDAI requests for any additional power requirements or brings in additional major equipments that would impact the infrastructure allocated to UIDAI by DCSP for the period of the contract.
- h. The DCSP has to factor in the infrastructure for the UIDAI requirement. UIDAI will not accept any plea from the DCSP for any additional costs. The DCSP is expected to factor the power cost escalation in the commercial bid quoted. UIDAI will not bear any changes or escalations in the power tariff for the duration of the contract.
- i. The DCSP should provide all necessary infrastructure components that would be necessary as per the defined requirements; manage and maintain the same throughout the period of the contract.
- j. The DCSP has to ensure that the desired objective of hosting the UIDAI IT infrastructure is completely met and sign Service Level Agreement for an uptime of 99.982%.
- k. The proposed Data Center building should be owned by DCSP. In case the building is leased then the available period of lease should not be less than 3 years without any interruption from the stipulated date of submission of bid. The DCSP shall pay all taxes & comply with the rules and regulations as laid by the Government. Any reduction or addition only in Service tax after submission of commercial bids shall be passed on to the Purchaser Copies of the documents establishing the same should be furnished as stipulated in TECH 4.2.6 of Section IV.
- l. The building/ property shall be insured on a comprehensive basis from all Natural, Manmade disasters or any other similar disasters. Copies of the Insurance documents should be furnished as stipulated in TECH 4.2.6 of Section IV.

3.1 Data Centre Work/Sub-Work Packages

- a. DCSP shall operate & maintain the complete data Centre physical infrastructure (Non-IT) and its support facility for following Work Packages and also include all the statutory approvals as applicable.

Sr. No.	Work/Sub-Work Package Component Description
1	Electrical System work package
2	HVAC system work package
3	Networking – LAN work package
4	Management System – Safety & Security work package
a	Safety Systems
a.1	Analog Addressable Fire Alarm System
a.2	Hand Held Extinguishers
a.3	Aspirating Smoke Detection System
a.4	Gas based fire suppression system
b	Security Systems
b.1	Smart Card based Access Control System
b.2	CCTV Surveillance system
b.3	Water Leak Detection
b.4	Rodent Repellent and Public Address system
c	Intelligent Building Management System
d	Help Desk Support System
5	Civil & Interior Work Package
6	Other Miscellaneous Component
	Others Miscellaneous equipments which is required as per overall design and RFP schedule of requirement, scope of work ,specifications, etc.

- b. DCSP shall provide all items that are required to make the equipment-set/system operational whether specifically mentioned or not. The equipment-set/system and associated materials shall be in accordance with the intent or purpose of the guidelines & specifications and shall be considered to be in the scope of work of the contract to be furnished without any extra charge.
- c. The solution offered by DCSP shall be complete to meet the intent of specification, guidelines, schedule of requirement and cover all the interfacing equipments/components irrespective the same is listed explicitly or not. Any omission later identified shall be provided by DCSP without any additional cost to UDIAI.
- d. The above list shall be enhanced by DCSP to make the solution more effective and to include essential components as felt necessary by DCSP.

3.2 Data Centre Space and sizing requirement

Data Centre Space requirement				
S. N	Location	Description	Unit	Total Area (sq.ft)
1	Total Data Center Space/ IT Production Area (Indoor Carpet Area)	a. IT Rack b. CRAC units c. PDU's	sq. ft	2,000*
2	Support Area (Indoor Carpet Area) (As mentioned under "Schedule of Requirement" ,Section-V)	a. Office Area (200 sq Ft)-5 seats b. Staging Room (150 sq .ft) c. Communication Room (600 sq. ft, Meet-Me Room) d. Secured Storage Room (450 sq ft)	sq. ft	1,400*

Rack Details			
Minimum Rack Requirement			
S. N	IT Load (rated load)	Location	Rack Qty (No's)
A			
1	6.5 kW/Rack (a) Medium Density	Data Center Space/ IT Production Area	50
2	13.5 kW/ Rack (b) High Density	Data Center Space/ IT Production Area	14
	Total-A		64
B			
1	4.5kW/ Rack	Staging Room	3
2	4.5kW/Rack	Communication Room	10
	Total-B		13
	Total A+B		77

* Refer Clause 4.3.3 (Detailed Cost Sheet), Section IV, Table I (Note)- Recurring Costs (Space Rental Charges)

- a) System shall be designed as per specified IT load (rated load) kW capacity and each bus power distribution for IT rack shall be capable of delivering continuous 100% IT load as per respective stipulated IT load (rated load) per rack. There shall be dual bus power distribution upto IT Racks from two separate UPS Sources. Diversity factor of 80% may be considered by the bidder on total average IT Load for DC space.

- b) Bidder should optimize the layout to accommodate maximum number of racks and Floor utilisation factor (Total Data Center Space/Total IT Racks) should not be more than 31.25 sq ft/Rack and in the event if the floor utilisation factor goes beyond 31.25 sq ft/Rack, the DCSP shall provide additional space to accommodate all the above mentioned Rack in the table above at no additional cost to any account to UIDAI.
- c) There should be separate data center room and separate room for support areas such as communication room, staging room, office area, secured storage room and media storage room.
- d) Total required space is indicative as mentioned above and UIDAI at its discretion will decide the total space requirement at the time of contract finalization.
- e) Bidder should consider rack dimension as 800x1200X2150mm (WXDXH) for planning, however there may be different dimension of racks and details would be provided to selected bidder at the time of IT rack deployment.

4 Part II: Schedule of Requirements

4.1 Data Center Space

- a. The Racks for Data Center Space (IT production area) shall be provided by Managed Service Provider (MSP appointed by UIDAI). However ONLY if required, UIDAI may request the DCSP to provision for supply and installation of standard server racks of 42U height, as per On-Demand requirement. The DCSP should take prior permission from UIDAI before material delivery on site as per the actual site requirement. The commercial evaluation of this On-Demand service shall be considered for overall commercial evaluation of the bid; however UIDAI shall place the Purchase Order for racks if required and as per actual requirement of the project.

Sr. No	Rack Dimension (W x D)	Rack Type	Rack % Proportion Qty (Indicative)
1	600x1000mm	Server Rack	30%
2	800x1000mm	Server Rack/Network Rack	30%
3	1000x1200mm	Server Rack	20%
4	800x1200mm	Server Rack	20%

- b. The DC space shall be in ready condition or made ready in all respect for installing IT hardware, equipment etc within a period of 15 calendar days from the date of Letter of Intent to the DCSP. Subsequently, UIDAI would commence equipment installation related activities.
 - (i) Total space required preferably should be in a contiguous area or at maximum of two storey floors one above the other.
 - (ii) The initial contract shall be signed for one years and the contract period shall be extendable in steps of six months each up to a maximum of 2 extensions of 6 months each at same terms, conditions and unit rates as quoted.

- (iii) The period of one year contract shall start after the date of handover of data center space to UIDAI i.e within 15 days from the LOI. UIDAI shall have the right to decrease the contract period from one years to a lesser duration if required and for rental & other recurring services, variable charges shall be charged by the DCSP till the duration DC space is utilised by UIDAI.
- c. In case of common DC Space, communication room, physical partition/cage should be provided.

4.2 Communication Room

- a. Dedicated communication room or Meet Me Room shall be provided to accommodate minimum of four Internet service providers' equipments. The service providers should be ready with IP version 6 connectivity. It should preferably have all major internet service providers along with all communication connectivity at the location and it should cover all connectivity types like p2p, mpls, internet, etc. UIDAI or its appointed agencies will procure the connectivity from other service providers, DCSP will assist and facilitate in setting up the connectivity.
- b. The structured cabling for LAN should be provided and implemented by DCSP. This LAN should be designed for 10Gbps throughput. All the required passive components are to be provided by DCSP and with corresponding certifications for 20 years. Each rack should have provision of 24 copper ports sets and 48 fiber ports sets (quantity is indicative only). The active components will be supplied by UIDAI. DCSP should take prior approval from UIDAI before material delivery and it should be supplied and installed as per actual number of ports requirement at site. This should be provided as per the On-Demand requirement
- c. DCSP will conduct physical layer testing and test and confirm that all cross-connects are functioning normally to the patch panel in the Data Center.
- d. DCSP will install and maintain the following within 24 hours of request from UIDAI. This should be provided as per the On-Demand requirement
 - (i) Copper patch cords between devices in the UIDAI Area.
 - (ii) Fiber patch cords between devices in the UIDAI Area;
- e. DCSP should provide Data Center Physical Infrastructure Services such as Power, Cooling, Fire Safety, Security and Fire Separation system, Interior services, Raised Floor and should provide dual bus UPS power distribution for total 10 Nos racks.

4.3 Office Space

DCSP shall provision and provide the followings,

- a. Total seating workstation space requirement for 5 persons.

4.4 Data Center Space Availability and Compliance

- a. DCSP shall provide the Data Center facility as per the project timelines and requirement stipulated in the RFP.
- b. DCSP shall submit the compliance report along with technical bid as per Tech 4.2.3 ,Sec-IV of the RFP and the report shall provide the compliance & deviation (if any) that the proposed Data Center meets the criteria as per technical specification, minimum requirement, schedule of requirement and other technical requirement as stipulated by UIDAI in the RFP.

c. Along with the compliance report as mentioned in point (b) above, DCSP shall submit the following documents along with the technical bid.

- (i) Certificate or Lease Agreement as applicable
- (ii) Copy of building Insurance document
- (iii) Seismic Compliance of the building
- (iv) Compliance Certificate for floor strength in Kg/Sq meter
- (v) Data Center Layout drawing
- (vi) Electrical SLD upto rack distribution
- (vii) Schematic drawings of HVAC system for data Center and its support facility
- (viii) Schematic drawings for Fire detection, Fire Suppression, WLD, Rodent Repellent, access control system, Public Address System & CCTV etc.
- (ix) Building Management System Architecture
- (x) Two hrs Fire Rating Certificate for Doors/Partitions/Windows/Glass/Raised Floor/False Ceiling in IT Production area(Server hall)
- (xi) ISP version 6 connectivity Certificate from ISPs
- (xii) Explosive License copy for UG storage tank & DG Pollution certificate
- (xiii) Power sanction approval certificate from relevant authority
- (xiv) Fire Safety, security and suppression system Management process and procedure
- (xv) Building Occupancy Certificate
- (xvi) Building Fire Approval Certificate
- (xvii) Floor structural strength certificate duly certified by Authorised signatory
- (xviii) No Objection Certificate for deploying CISF at the premises if required by UIDAI

4.5 Scope of Work for DCSP- O&M Services

Under the scope of Operation & Maintenance including Facility Management Services, DCSP shall undertake monitoring, administration, management and maintenance of the entire Data Center infrastructure.

4.5.1 Scope of Services:-

- a. On-site maintenance of all the equipments and their components supplied in setting up the basic infrastructure in the proposed Data Centre.
- b. Onsite support for Data Centre Infrastructure Operations on 24*7*365 basis
- c. Proactive, reactive maintenance, repair and replacement of defective components which is installed by DCSP .The cost of repair and replacement shall borne by the DCSP
- d. Provide and maintain necessary documents on daily, weekly, fortnightly and monthly basis manage various system and vendors, DCSPs to ensure timely services, spares and AMC contract services.

- e. Adequate onsite & offsite spare parts and spare component must be maintained by the DCSP to ensure that the uptime commitment as per SLA is met. To provide the services it is important for the DCSP to have back to back arrangement with the OEMs the DCSP would be required to provide a copy of the SLA signed with the respective OEMs.
- f. Providing Tools, tackles, spares, skilled resource, safety & security arrangement, consumables, Fire Safety equipments, maintenance for entire contract period shall be the responsibility of DCSP
- g. Repair and maintenance including periodic, preventive & breakdown maintenance of all kind of equipment appliances of all capacities
- h. Day to day operation as system routine health check up, continuous monitoring, cleaning, preventive maintenance etc
- i. Adherence to environmental Health and Safety Practices
- j. The operations shall be managed in 3 shifts, each of 8 hour duration (6am to 2pm, 2pm to 10pm, 10pm to 6am) and a general shift from 9am to 5 pm.
- k. All aspects of Data Centre would follow a continual improvement cyclic process:-
Measurement→ Reporting→ Improvement→Measurement
- l. Daily log shall be kept for all activities for the Data Centre
- m. Special tools/instruments if required for the maintenance/checking the parameters shall be arranged by the DCSP
- n. The DCSP shall ensure that the persons deployed have the requisite knowledge/qualification/ experience and license required for carrying out the job contract, entrusted to him. The DCSP shall be responsible for the satisfactory and quality completion of the jobs and services.
- o. All faults that have been identified would need to be isolated and rectified appropriately. The Root Cause analysis report shall include resolution measures undertaken by the DCSP and results produced accordingly
- p. Day to day monitoring and upkeep of the Building Management System which includes Monitoring of temperature, humidity, run time, Equipment ON/OFF/TRIP Status, Breakers ON/OFF/TRIP Status etc. parameters for
 - (i) Computer Room precision Air Conditioning System
 - Monitoring of the temperature in different sections of the DC, automatic switch-over of the different units.
 - (ii) Comfort Air Conditioning System
 - (iii) Chiller System
 - (iv) DG Set ,Fuel Storage Tank etc
 - (v) Electrical System
 - (vi) UPS system installed -UPS: Monitoring of voltages, Battery health etc
 - (vii) Safety & Security systems such as
 - Access Control System: Report on intruder alerts, check all Locks work as programmed and re-program when authorized.
 - CCTV System - Camera problems, backups and incidents and remarks of processed area is any.
 - Fire Alarm and Detection System: Monitoring of Detectors, Hooters, False Alarm and take proper action in case of an actual fire. Monitor Gas based suppression system and the refill / pressure of the stand-alone Fire extinguishers.

- Gas Based Fire Suppression System
 - Water Leak Detection System
 - Aspirating Smoke Detection System
- q. Other functions of the team shall include the following but not limited to
- (i) Call logging / allocation / monitoring / follow up and closure of call/s.
 - (ii) Call allocation to each vendor/DCSP in case of any fault or malfunctioning noted in any equipment during monitoring/controlling
 - (iii) Monitoring of all calls till its closure
 - (iv) Regular performance analysis and measurement with respect to agreed SLAs
 - (v) Monitoring actions planned like Preventive maintenance and its scheduling
 - (vi) Periodic reporting as defined and mutually agreed
 - (vii) Monthly call analysis
 - (viii) Any fault which is noted shall be immediately reported and duly entered in a log book
 - (ix) Team should be properly dressed, punctual, maintain proper shift schedule
- r. Other Responsibilities
- (i) Weekly reporting. The site will be managed for Operation 24 X 7.
 - (ii) Programming of Access Card as per approval.
 - (iii) Access: Status & abnormality of Systems, Access cards, Software, in reader, Out reader, Pushbutton & Magnetic Lock,
 - (iv) CCTV: Camera description, abnormality, system status, incidents & remarks of processed area of zone.
 - (v) Fire: Status & remarks of Detectors, Hooters, Manual Call points, False Alarm & FAP.
 - (vi) Gas Based Suppression System Daily monitoring Pressure gauge of Cylinders, Release Actuator, Gas Inhibit Actuator, and Manual release push button status, Alarms & Module.
 - (vii) Water leak system: Daily Monitoring of System & Monthly testing.
 - (viii) BMS: PAC & Comfort AC–Monitoring of unit Temp with respect to set point, DG-Monitoring On/Off time along with consumption & UPS- Battery, Line IN/OUT voltage and Current status.
 - (ix) Provide duty roster on monthly basis.
 - (x) Operator should be Punctual & Well Dressed.
 - (xi) Maintain the Shift Schedule.
 - (xii) Weekly Report of all Systems.
 - (xiii) Monthly reports to concerned officer as per the requirement.

- s. UIDAI has the right to review the operations at any stage and if found unsatisfactory would proceed to applicable actions as defined in the RFP.
- t. The facility Management personnel team shall be deployed on the day of data Center floor readiness by DCSP for smooth functioning of system as per SLA compliance.
- u. Facilitate and coordinate with the Manage Service Provider (MSP) /UIDAI for day to day operations and smooth deployment of IT infrastructure during transition, Migration & transformation of CIDR System & Operations from the existing 2k Sq Ft Data Center Service Provider (DCSP) facility to Bidder's own 10,000 Sq Ft Data Center Facility.
- v. DCSP should ensure the availability and deployment of 24x7 Facility Management team at its own cost which should include but not be limited to Shift Manager, HVAC technician, Service Engineer, Inventory management staff, DG operator, Plumber, Carpenter, House Keeping Staff, Security Agency, Help Desk Support Team & any other resources for smooth operations.

4.5.1.1 Help Desk Support

For serving the Data Center users, the DCSP will establish a centralized online Help Desk with a toll free number, E-Mail and call tracking mechanism; Data Center users can log the queries/complaints, which should be resolved as per the service level requirements. Cost of Toll Free number shall be borne by DCSP.

- a. Helpdesk support for logging calls related to Infrastructure services and facilities for data Centre such as Power, Air conditioning, Telecommunications, Cleanliness/ Upkeep, Fire protection, Access control, LAN Passive, etc which falls under the purview of the DCSP shall be provided on a 24x7 basis.
- b. The DCSP should also provide a toll-free number to the help desk stationed in his premises.
- c. To facilitate help desk function, help desk software shall be provided and established by the DCSP. The Software should be able to take care of classification, automatic escalation, management, status tracking and reporting of incidents as expected by the service level requirements. Status tracking should be available to Data Center users through a toll free number as well as online through software
- d. The Help Desk will respond to and resolve the problems as per the SLA. DCSP will keep UIDAI's Managed Service team informed about the progress by contacting the management at regular intervals

4.5.1.2 MIS Reports

Agency shall provide the MIS reports for all the devices installed by the DCSP in a format and media as mutually agreed with the UIDAI on a monthly basis. The MIS reports would be including but not limited to the following reports. Whenever required by UIDAI, DCSP should be able to provide additional reports in a pre-specified format.

- a. Visitor details for UIDAI's Data Centre including name, time of entry and exit, entry authorised by, purpose of visit, etc as applicable.
- b. Material movement for all material entering / exiting from the Data Centre and details about inventory
- c. Uptime Report for Input AC Power supply (AC input from Transformer or DG set as applicable)
- d. Uptime Report for UPS system including load variations on an intraday basis.
- e. Uptime Report for Air-conditioning system
- f. Time of Day report for Temperature and Humidity variations

- g. Uptime and availability of CCTV Surveillance system
- h. Uptime and availability of Access Control
- i. Uptime Report for Fire Management System
- j. Incident reports leading to disruption, downtime, security violations or any such reports that UIDAI would like the DCSP to provide.
- k. Helpdesk report including details of each call, time of call, defect reported, time of call resolution, action taken, etc,
- l. SLA compliance reports
- m. Business Compliance report stating that DCSP is not violating the terms of contract, statutory/ regulatory requirements to ensure & commit continued services as applicable.

4.5.2 Deliverable

Deliverable shall comprise and submit the followings document on Monthly basis.

- a. MIS Report
- b. Daily/Weekly/Monthly report as per agreement and approved format by UIDAI
- c. Periodic Service /Preventive Maintenance Report
- d. Monthly Utility Management report including each Work/Sub-Package
- e. Power Utilisation Report (Power & Space)for Computer Room
- f. Resource Details with Experience, Skills in relevant field
- g. Equipment Fault Report & System Uptime Report equipment wise
- h. CCTV recoding/Access Log
- i. BMS System Log for complete Operation
- j. Site Assessment report and average actual PUE Value
- k. List Of deployed Tools, Tackles
- l. Inventory List Work/Sub-Wok Package Wise
- m. Maintaining Warranty & AMC Contract for each equipment

4.5.3 Completion Criteria

Submission of the above listed deliverables, respective acceptance and approval by UIDAI constitutes the completion of this activity.

4.5.4 Timelines

Payment shall be on quarterly basis after UIDAI's approval on deliverables and adherence to SLA after considering due penalty and liquidation damages if applicable.

4.6 Scope of Work for DCSP -Facility Management Services

The scope of work shall broadly include the following:

- a. Provision of facility Management services for management and maintenance of the Data Center Physical infrastructure solution on a 24 x 7 x 365 basis for duration of contracts from the date of signing of this contract with the successful bidder. Maintenance, upgrade, enhancement and additional supplies on a need basis to ensure that Service Levels are met. The vendor shall provide adequate staffing with necessary skill sets for provision of these services.
- b. Manage the DCSP contracts deliverables, SLAs and transition in a time-bound manner by maintaining the continuity of service level agreements.
- c. Manage overall Non-IT systems of CIDR and SLA and MIS reporting to the UIDAI agency.

- d. Manage the enhancement, development and maintenance of the services by bringing out next level version releases.
- e. Facilitate and coordinate with the Manage Service Providers(MSP) for smooth deployment of IT infrastructure during transition, Migration & transformation of CIDR System & Operations from Data Center Service Provider (DCSP) facility to Captive Data Center Facility
- f. Physical Security is within the scope of Data Centre Service Provider. Since the Bidder is responsible for management & maintenance of installed equipment, bidder shall ensure vigilance, safety and prevention of unauthorised access at respective Data Centre Sites. The operators should ensure the physical security of the data centre by allowing only authorized personnel to enter the premises.
- g. The bidder shall maintain at the data centre, a log of all personnel, including the bidder's personnel, entering or visiting the data centre. Such a log shall be provided to the purchaser whenever required.
- h. Manage an inventory critical components and spares that are provisioned onsite and co-ordinate with the OEM to ensure replenishment of the same whenever required.
- i. The UIDAI may undertake audits on a periodic basis and the same may be conducted by a third-party auditor. The bidder shall be required to provide necessary support for this and adequately address the audit findings in a timely manner. Implement the recommendations of third party audits conducted through either by DCSP. DCSP shall provide access of Data Center facility to UIDAI 'personnel or UIDAI designated team of auditor for carrying out the Audits. These audits may include:
 - (i) SLA compliance audits
 - (ii) Physical Infrastructure audit
 - (iii) Policy compliance audit
 - (iv) Site Assessment and others
- j. Management reporting: The DCSP shall put in place a system for periodic management reporting of key performance indicators in line with the SLA framework proposed.
- k. Technical support
 - (i) The bidder should provide comprehensive onsite support to the UIDAI at the designated data centres on a 24 x 7 basis to meet the service levels in accordance with the SLA mentioned as part of this bid.
 - (ii) Ensure that the entire solution as a whole is operational and run according to stipulated performance standards.
 - (iii) The bidder along with all the associated OEMs should commit to provide all necessary resources and expertise to resolve any issues and carry out required changes, optimizations and modification so that complete system as a whole works according to the specified requirements and satisfaction of the purchaser.
- l. The bidder should provide comprehensive technical support services for all the equipment installed for the entire period of the contract.
- m. Change management

- (i) The bidder should undertake planning required for changes, draw up a task list, decide on responsibilities, co-ordinate with all the affected parties, establish and maintain communication between parties to identify and mitigate risks, manage the schedule, execute the change, ensure and manage the port change tests and documentation.
- n. AMC tracking
 - (i) Track the Annual Maintenance Contracts for all the assets at the data centres and initiate procedure for renewal of the same at appropriate points in time. The bidder should provision for appropriate tools for managing the same.
- o. Documentation requirements: The bidder shall be required to submit documentation in the format, media and number of copies as desired by UIDAI after each milestone as decided mutually with UIDAI and in accordance with the plan.
 - (i) The documentation should be kept updated throughout the contract period with appropriate change management procedure and version control.
 - (ii) The bidder shall be responsible for creating and maintenance of all the documentation mentioned wherever in the scope of work including but not limited to configuration documents, layout diagram, data center operation manual, electrical Single line Diagram, HVAC Schematic Design .system administration manual, database administration manual, security administration manual, etc.
 - (iii) The maintenance manual shall, include but not limited to the sections on overall configuration of the system with layouts showing the location of every unit with block diagram with details for operation, detailed descriptions of component units with details for operation, block diagrams showing the flow and interaction, data and logic diagrams, detailed connectivity/cabling information, etc. The manual should also include part list and wiring schedules, but care shall be taken to avoid obscuring of the operational description.
 - (iv) Maintenance procedures manual shall include but not limited to the sections on diagnosis of faults, testing and setting up adjustments, replacement of units, guidelines for preventive servicing, routine servicing, tuning guidelines and operation of test equipment.
 - (v) The servicing manual should cover all the test and maintenance procedures and information necessary for the diagnosis and repair of faulty units or components of every type. It shall include circuits, board layouts, component schedules, test points and test parameters, and use of test equipment.
 - (vi) The bidder should make changes to the documents as and when there is change in the infrastructure or policies or as and when required by the purchaser.
 - (vii) The bidder should maintain a library of various artefacts including, but not limited to, documents, manuals, knowledge bases, CD / DVDs, etc. pertaining to all the components supplied by various OEMs. The bidder should keep a track of all the artefacts and manage the issue and return of the artefacts into the library.
 - (viii) All the documents would be solely owned by the purchaser.

- (ix) The bidder should hand-over the processes, documentation and inventory to the Purchaser or any agency appointed by the Purchaser at the end of the contract period. The bidder shall ensure that a smooth transition takes place.

5 Part III: Technical Specifications & Minimum Requirements

5.1 General Technical

- a. The DCSP is expected to provide sufficient network points, telecom facilities, electrical connections, air conditioning, backup power through generator(s), access control, integrated fire detection and suppression, physical security and soft services etc as applicable for Data Center and as required for the proposed equipment on 24 x 7 basis in order to maintain uptime of all such facilities at as per SLA.
- b. DCSP to identify any Single Point of Failure in their infrastructure; reduce the same to absolute minimum and indicate any plan for future upgrade.
- c. DCSP shall submit necessary certificate and document to illustrate compliance in the aspects of building, electrical certification, fire certification, water treatment, safety and security.

5.2 Architectural and Structural

5.2.1 Location

The proposed DC should be located:-

- a. In Bengaluru region .
- b. Should be easily accessible by public transport.
- c. Free from hazards like chemicals, radiation, industrial pollution, fumes, etc.
- d. Safe from natural disasters like earthquake, floods, hurricane, volcano etc.
- e. Isolated from neighbouring buildings with adequate setbacks.
- f. Should have adequate access for entry of vehicles and personnel to carry out emergency activities like fire fighting, evacuation etc.
- g. The building should not be located at the sites that are near the sources of continued or intermittent vibrations such as airports, mines, railway lines etc.

5.2.2 Building

The proposed DC building shall fulfil the following minimum criteria:-

- a. The building structure should be complying to IS 1893, IS 4326 and respective revisions thereon.
- b. Preferably it should be a standalone structure. If the DC is located in a multi storied building then the height of the building should not be more than 40 meters.
- c. In any case, the Data Center would summarily be rejected if it is below ground floor. If the Data center Space provided by the bidder is on ground floor , than following criteria should be met:-

- (i) The ground level would be considered as “The ground level of the campus or the road anywhere on the perimeter of the campus” whichever is higher.
- (ii) There should be no history of water accumulation/ logging/ flooding in that particular building location.
- (iii) The Main flooring of the Data Center of the Ground floor should be at a minimum height of four feet above the Ground level (Ground level as defined in S. No. (a) above)
- (iv) If the Data center Space provided by the bidder is on top floor , than following criteria should be met:-
 - There should be no shafts, risers which would be open to sky.
 - All the Shafts, wet risers should be sealed with water proof material and tested.
 - The Terrace floor should have treated for Water proofing using the latest technologies and certified for all tests like Pond test, etc. Compliance should be done on yearly basis.
 - The monsoon preparedness program should be in place, and the reinforcement of the water proofing annually before monsoon, pond test to be carried out and certified by a third party expert.
 - Should be certified for under deck/over deck treatment and CFD (Computerized fluid dynamics) tests should be provided as part of the Bid to prove that the heat gain from the external factors is well within the specified limits.
 - Due to the treatment on the terrace slab (both above and below), the slab to slab height on the Top DC floor should not be compromised.
- d. Age of the building should be not older than 10 years on the stipulated date of submission of the bid. If the building is older, Structural Stability Certificate to be provided from a chartered structural Engineer issued within last 1 year.
- e. Should be built to withstand seismic disturbances complying with Zone requirements.
- f. DC true floor should have a structural load bearing capacity of minimum 850 kg/sq mtr or above
- g. It should have a freight elevator/hoist to carry the IT equipment to DC located in upper floor and should be of minimum 2000kg capacity, 1300mm clear opening, Min 1750 mm depth and 2400 mm clear Height
- h. Should have adequate fire exit staircase as per the statutory norms.
- i. Should be provided with Fire fighting, public address and surveillance system.
- j. The periphery where the building is located should be provided with fencing and possible surveillance deployed.
- k. It should be a concrete structure with brick walls to resist forcible attacks.
- l. Should be protected from Electro-Magnetic Interference and Radio-Frequency Interference, in case there is a source in the vicinity.

- m. Separate redundant ducts / trenches for entry of power cables and fiber cables.

5.3 Data Center Space (IT Production Area)

- a. Bidder should offer a contiguous space of Data Center ,separately indicating scalability of additional space if available..
- b. There should be separate Data Center room other than support areas
- c. There should be an emergency exit,
- d. Ramp should be provided at the entry of the Data Center Space to facilitate movement of IT equipments without any hindrance.
- e. Clear Door width & height (mm) for Rack movement should be 1200 mm(W), 2200mm (H)
- f. The Data Center Space should be 2hrs Fire rated including Wall Partitions, doors, Windows, floor etc.
- g. The hall should be provided with cementitious tile false flooring system & the minimum distance between the true floor and the false floor should be 600mm.
- h. The false floor tile should be 600mm x 600mm and the false floor should be provided with anti-static laminate.
- i. The false floor should have a uniform load bearing capacity of minimum 1200kg/Sq Mtr and Point Loading 450 kg/Sq Mtr
- j. All openings in the Data Center Space should be sealed with fire rated material.
- k. The Data Center Space should be treated for termite and rodent menace.
- l. The walls and the slab should be treated appropriately for water ingress.
- m. Ramp should be provided at the entry of the Data Center Space to facilitate movement of IT equipments without any hindrance?
- n. The clear height between the false floor and the bottom of ceiling (True ceiling or False Ceiling – whichever is applicable) should not be less than 2.6mtrs.
- o. Glass where ever provided in the hall should be minimum 2hrs fire rated.
- p. The DC space should be provided with minimum requirement such as 24x7 CCTV surveillance covering entire area(on at each Aisle, Door entry and Exit), fire detection and alarm system, Gas based Automatic Fire Suppression System, Lighting, Precision Air-Conditioning System, smart card based access control system (Palm geometry for entry and proximity reader for exist) to allow only authorized personnel of UIDAI to enter, Emergency Panic bar on Emergency Doors, Water Leak detection System, Rodent Repellent, Hand held fire extinguisher, Very Early Smoke Detection system and other as per the solution requirement.

5.4 Communication Room

- a. The Communication room should be of size 600 **sq. ft.** (10 racks space) exclusive for UIDAI and strategically located with independent access control. Shared Communication

Room with dedicated Cage/physical partition for UIDAI should be acceptable with dedicated communication paths/race ways to UIDAI data Center.

- b. The room should be provided with adequate cooling preferably through the plenum of false floor.
- c. The fiber entering into the communication room should be from two different distinct paths
- d. The Room should be provided with minimum requirement such as 24x7 surveillance covering entire area, fire detection and alarm system, Fire Suppression System, Lighting, Precision Air-Conditioning System, smart card based access control system (Proximity reader for entry and push button for exist) to allow only authorized personnel of UIDAI to enter, Water Leak detection System, Rodent Repellent.
- e. Wall Partitions, doors, Windows, floor, etc should be minimum 2 hrs fire rated.
- f. Should provide dual UPS power feed for total 10 nos racks preferably from different sets of UPS
- g. Should be provided with minimum 1ph, 32 A power sockets with plug and cable upto power strip for all Racks. In case if 3-ph required then the same will be intimated by UIDAI.

5.5 Staging Room

- a. The staging room should be having enough room for unpacking the equipments and total should be **150 Sq feet** (space for 3 IT racks)
- b. Should be provided with minimum 3-ph, 32 A power sockets with plug and cable upto power strip for all racks.
- c. At least three racks, each with a capacity of 4.5kW IT Consumed Load should be provided for testing the equipments
- d. Staging room should be adjacent to DC room.
- e. Clear Door width & height (mm) for Rack movement should be 1200 mm(W), 2200mm (H)
- f. Minimum of two seats with PC and LAN connectivity should be available for the personnel to upload applications and test the servers. Cost of the same shall be borne by DCSP
- g. The Staging Room should be provided with minimum requirement such as 24x7 CCTV surveillance covering entire area, fire detection and alarm system, Fire Suppression / Fire extinguisher System, Lighting, Precision Air-Conditioning System, smart card based access control system (proximity reader for entry and exit) to allow only authorized personnel of UIDAI to enter, Water Leak detection System, Rodent Repellent.
- h. Wall Partitions, doors, Windows, floor, etc should be of minimum 2 hrs fire rated.
- i. Provide minimum of two seats with PC and LAN connectivity for the personnel to upload applications and test the servers in the Staging Room.

5.6 Secure Storage Space (Material handling Room-Store Room)

- a. The Secure Storage Space (store room) should be of 450sq. ft exclusive for UIDAI with option for expansion in future and conveniently located with independent access control. There should be adequate space for unloading the IT equipments / materials and storing should be available. The storeroom to be provided with adjustable racks for keeping the materials.
- b. The Secure Storage Space (store room) should be a secure place with proper locking arrangement.
- c. The movement of equipments from the unloading dock to the store and from store room to the staging should be carried out using proper material movement trolleys.
- d. In case of additional 500 Sq feet space requirement, the DCSP should have the space for scaling up and provide the same within the same building.
- e. The space should be provided with minimum requirement such as 24x7 CCTV surveillance covering entire area, fire detection and alarm system, Fire Suppression / Fire extinguisher System, Lighting, Comfort Air-Conditioning, smart card based proximity access control system (proximity reader for entry & push button for exit) to allow only authorized personnel of UIDAI to enter.
- f. Store Room should be 2 hrs fire rated including wall partitions, doors, etc.

5.7 Office Space

- a. Total seating workstation space requirement is for 5 persons and should be preferably of minimum **200 sq Ft** Carpet Area.
- b. Seating space with LAN connectivity for minimum of 5 persons shall be provided for UIDAI and its representatives to monitor and upload the data.
- c. Each workstation/seat shall be provided with UPS power back up and shall include:
 - (i) Provide ergonomic furniture such as tables, storage units, key board tray, CPU trolley, Chair etc.
 - (ii) Three UPS Power and one Raw Power Points, Network Points, etc.
- d. The room should be provided with minimum requirement such as 24x7 CCTV surveillance covering entire area, fire detection and alarm system, Fire Extinguisher, ergonomic lighting, Comfort Air-Conditioning, smart card based proximity access control system (proximity reader for entry & push button for exit) to allow only authorized personnel of UIDAI to enter.
- e. Wall Partitions, doors, Windows, floor, ceiling etc should be minimum 1 hrs fire rated.
- f. The office space should be secure so as to allow only the UIDAI authorized personnel to enter.
- g. Each work station shall be of 2feet x 4feet minimum along with keyboard tray and personal pedestal.
- h. The office area should be provided with UPS power and DG backup.
- i. Connectivity should be provided between the work stations and server hall including internet. Dedicated line of 2Mbps should be provisioned and the cost of the same should be included as a part of the DC support area rental charges quoted in the commercial bid form.

- j. Cafeteria / pantry facility should be provided for having lunch/dinner.

5.8 Intentionally left blank

5.9 Services/ Utility Rooms

- a. The electrical room should be strategically located to receive power and distribute the same to the building and the Data Center Space.
- b. The electrical room should be provided with fire alarm and fire suppression / fire extinguisher system.
- c. The room should be provided with access control to circumvent unauthorized entry.
- d. Proper ventilation should be provided.
- e. Chiller & AHU rooms should be provided with proper slope to drain water out of the building.
- f. There should not be water stagnation in the chillers and AHU rooms
- g. Cafeteria, Pantry or Rest rooms should not be provided by DCSP and should not be above the Data Center Space.
- h. No food should be cooked in the cafeteria or pantry.

5.10 Electrical Systems

5.10.1 Power

- a. The sanctioned power from the concerned electricity board/department for the data center facility should be sufficient to accommodate the load power requirement by UIDAI.
- b. The variable recurring cost of Environmental and Infrastructure service charges (Power Cost) shall be paid on actual consumption of power (kWH) as measured on a common meter for all installed PDUs which are delivering power to respective IT racks. The measurement meter should measure the total Power (kWh) supplied from each UPS set/source to all the PDUs connected to it. These measurement meters should be installed to measure the power for racks in communication room, data centre medium density room and data centre high density room.

UPS Source A → Measured kWH → PDUs A → IT Load/Rack

UPS Source B → Measured kWH → PDUs B → IT Load/Rack

- Communication room
- Data centre medium density room
- Data centre high density room

5.10.2 Transformer

- a. The transformer employed should be as per the designed capacity with N+N/ N+1 Configuration.
- b. If a dry type transformer is employed it should be properly protected against rodents
- c. The dry type transformer should be provided with winding temperature indicator for monitoring.
- d. In case of oil type transformer it is preferred to be installed outdoors.

- e. The oil type transformer should be properly fenced and protected.
- f. Separate earthing for neutral and body should be provided.
- g. Adequate fire suppression system to be provided especially if the oil type transformer is housed within the building.
- h. Adequate protection against surge in voltage and current should be incorporated.

5.10.3 Diesel Generator

- a. Backup diesel generator of sufficient capacity with N+1 Configuration & should supply power to the building in case of failure in main power from the Electricity board.
- b. The diesel generator should be provided with acoustic enclosure to reduce noise level as CPCB directives.
- c. The exhaust of the generator should be installed at an appropriate height as per the directive of the pollution control board.
- d. Neutral and Body earthing should be provided through separate earth pits.
- e. The generator should be cranked and take the full load immediately in the event of failure of the main power through AMF feature.
- f. The each generator should be provided with Day-Oil fuel tank of 990 Ltrs.
- g. Local control near the generator should be provided.
- h. The generator capacity should fulfil the power requirement of IT, Electrical Load and air conditioning load and other related load of the data centre.
- i. Separate bulk storage tank should be installed within the campus to supply continuous diesel to the fuel tanks.
- j. The bulk fuel storage tank capacity should be sufficient to run all the generators required for at least 24 hrs.
- k. The fuel stored for the DG set/s should be more than 12 hours on full load at any given point of time with an SLA formalized with fuel supplier for continuous replenishment within an agreed time period in hours.
- l. Should have a SLA with a vendor / fuel company for re-filling the fuel tank.

5.10.4 Main LT Distribution Panel

- a. The Main LT distribution panel should be housed in an electrical room.
- b. The panel should have minimum two incomers one for the main power from the electricity board and the other for the diesel generator.
- c. The incomer should be a breaker of equivalent capacity to the transformer and generator installed.
- d. The breaker should have earth fault, overload and thermal protections.

- e. The panel should have sufficient out going feeders to add any additional equipment required in future.
- f. The panel should be provided with proper ventilation
- g. Clearances from other equipments and walls from the panel should be as per the IEC guidelines.

5.10.5 Un-interrupted Power Supply (UPS)

- a. The UPS should be of adequate capacity to cater to the IT load.
- b. Separate sets of UPS systems should be deployed for IT Racks in IT Production Area and should be of N+N configuration. Each set/source of UPS System should preferably be housed in separate rooms. The battery backup for the each UPS should be of 10 minutes at full load and the Generator should take over the supply within one minute
- c. Separate UPS should be deployed for catering to the office equipment like PCs, fax machines, printers etc. and should have 2hrs battery backup.
- d. Separate UPS (N+N) should be deployed for Racks in communication Room & Staging Room with 10 minutes back up on full load.
- e. The UPS should have capability to withstand leading power factor load.
- f. UPS should be provided with isolation transformer with output neutral grounded through dedicated earth grid or should have isolation transformer installed in each PDU (output neutral grounded through dedicated earth grid)which supply the power to IT Racks.
- g. Dedicated earth system has to be provided for the neutral of UPS.
- h. The downstream from UPS should be double neutral.
- i. The UPS System can be shared or dedicated to UIDAI.
- j. The UPS should be able to handle leading power factor without degradation

5.10.6 Distribution Panels and Rack Distribution

- a. Each rack should be provided with dual power source through two separate/isolated feeds from UPS systems.
- b. Each Rack distribution should be provided through Three phase, 4P+E, 5 pin industrial socket of required capacity with power cable upto Rack's power strip and nominal current, kA rating of each sockets should be sized adequately considering IT kW Load, inrush current, surge and other factors.
- c. The power distribution units (PDU) installed in the Data Center Space for supplying power to the racks should have MCB's as per required IT consumed Load requirement and MCB's nominal current rating should not be less than 32 A, 3-phase.
- d. The power distribution units (PDU) installed in the Data Center Space for supplying power to the racks should have 3 phase circuits and provision for 1 phase circuits to cater to any specific equipment requirement being deployed.

- e. Emergency lighting panel should be separate and connected from the separate UPS designated for lighting and office area.
- f. The power supply to the air conditioning equipments should be achieved through a separate distribution panel.
- g. The panels should be properly named and tags to be provided for the cables.
- h. Panels should be IP 45 as per IEC guidelines.
- i. During maintenance of panels the regular operations should not be disturbed.
- j. Capacitor panel of adequate capacity should be employed for correction of power factor.
- k. The downstream of UPS shall have double neutral including the PDU.
- l. Lightning arrestor should be provided for the building

5.10.7 Earthing

- a. Earthing shall be provided in accordance to IS 3043 (latest version).
- b. The cross sectional area of earthing conductor shall not be less than half that of the largest current carrying conductor
- c. The resistance of the earthing pit and system should be less than 1 ohm.
- d. All panels and equipments should be earthed to avoid accidents to the personnel.
- e. Single reference grid should be laid below false floor.
- f. The pedestals of the false floor should also be earthed.
- g. Methods to control Electro static discharge should be adopted by employing hand straps, mats, etc.

5.10.8 Lighting

- a. Wiring for lighting should be laid in MS conduits (if exposed).
- b. The DCSP shall provide evenly distributed lighting luminance of 500 LUX illumination. The distribution of lights shall be aligned with floor and equipment layouts to avoid shadowy areas caused by tall equipment, cabinets or racks. The lighting, sectional-wise controlled by switches, should be able to switch off when they are not required.
- c. Emergency lights shall be provided in each row. These lights will be wired through separate circuits & will not have switching arrangement within Data Centre. Power supply to these emergency lights will be provided through separate uninterrupted power system.
- d. Lighting fixtures used in the office area should be of low glare.
- e. Following should be the average LUX level to be maintained in different areas:-

Area	Minimum LUX levels Required
Front & Back side of the each rack	500 LUX

Area	Minimum LUX levels Required
Passages within the DC area	250 LUX
Store Room	400 LUX
Staging Room	400 LUX

5.11 Heat Ventilation and Air Conditioning

HVAC Design basis & approach

The general design philosophy is based on the following:

(i) **No Single Point of Failure**

The entire Air-conditioning design centres on avoiding any single points of failure, be it at

- a) Equipment level or
- b) Cable level or
- c) Connectivity level or
- d) Power level

The DCSP shall ensure that all single points of failures are eliminated and that the chances of a complete failure are minimal or tends towards rarity. The entire design should be based on minimum N + 1 architecture or more as required for PAHU and failure of any single air conditioning equipment or component should essentially not affect the delivery of services.

(ii) **Choice of Best of Breed Products with inbuilt resiliency**

The products chosen by the DCSP should be such that their specifications meet the minimum requirements for a Data Centre grade deployment. Resiliency at various levels including all HVAC Units, Piping, Power, Control and Interface level redundancy would be the minimum requirement for the deployed products. The products shall be capable of operating in mission/ business critical environments 24 x 7 x 365 days a year without leading to any downtime of the data centre

(iii) **Self-healing Architecture**

The systems shall be able to function even in the event of a failure and transparently move to redundant options without any manual intervention.

a) Maximum Flexibility

The systems, products and the design would ensure that the entire system delivering services is flexible enough to offer services to various customers with differing requirements and to meet the demands of changing IT scenario.

b) Scalability

Scalability shall be inbuilt in the design such that the same is achieved with the addition of a few modules instead of major changes or replacements.

c) Open Systems

The products chosen to deliver the services shall be based on open standards so that best of breed products can be used to provide a comprehensive and flexible model.

d) Accessibility for maintenance

The layout of all the equipments including AC, Ducting (if any) and piping will be such that importance is given to access them appropriately for performing any kind of maintenance

without any downtime. Areas to be earmarked for person to move around and access equipments

HVAC Design

- (i) For computer room air-conditioning units the DCSP shall design, plan the best suitable, latest industry cooling solution for different density area.
- (ii) Racks shall be arranged in such a way so as to create hot aisles and cold aisles in the raised floor of the Data Centre. This approach positions racks so that rows of racks face each other, with the front of each opposing row of racks drawing cold air from the same "cold" aisle. Hot air from 2 rows is exhausted into a "hot" aisle, raising the temperature of the air returning to the CRAC and allowing the CRAC to operate more efficiently

5.11.1 Comfort HVAC

- a. Comfort AC should be deployed in the office area, Storage Room and Media Storage Room.
- b. Fresh air should be routed to the AHU.
- c. Grills for supply and return should be strategically located to provide a good environment for working.
- d. The ducts should be properly insulated.
- e. The ducts should be provided with fire dampers.

5.11.2 Computer Room Precision Air Conditioning Units

- a. Precision Air Conditioner units should be deployed in the Data Center Space (IT Production Area).
- b. The PAC should have a redundancy of minimum N+1(20% additional redundant Unit).
- c. The PAC should be intelligent micro-processor based system.
- d. The temperature of the hall should be in the range 22 degree centigrade +/- 2 degrees centigrade. The relative humidity should be 50% +/-10%.
- e. The PAC should have water leak detection to communicate any leak in the chilled water pipeline, humidifier pipe or drain pipe.
- f. The refrigerant in the HVAC system should be CFC Free.
- g. Floor grills wherever required should be installed.
- h. Precision air-conditioning units should be designed as per IT Load requirement for different density rack.
- i. Cable trays blocking the path of the air flow should be re-routed to provide proper cooling to the server racks.
- j. The rack layout should be designed to have hot and cold aisle arrangement.
- k. The PAC units should have High Efficiency Particle Filters for Air Filtration to 5 microns. The HVAC should be designed such that the air should not contain more than 5, 00,000 particles per cubic foot of air of size 5 micron or higher.

- I. Temperature & humidity monitoring sensors should preferably be deployed on each aisle and the same should be connected to BMS System and manual monitoring of Temperature and humidity sensor at frequent intervals and update in BMS system may be provisioned in case sensors are not deployed.

5.12 Fire Alarm & Fire Suppression System

5.12.1 Fire Detection & Alarm System

- a. The Data Center should be protected from Fire using State-of-the-art Automatic Smoke/Heat Detection Alarms & Fire Control mechanism as per National Fire Protection Association (NFPA) standards.
- b. The fire detection system should be Analogue Addressable type.
- c. The fire panel indicating the alarms shall to be monitored on a 24 x 7 basis & logged for providing reports.
- d. Along with addressable the fire alarm detection system, an Aspirating Smoke Detection system with redundant controller should also be deployed to allow swift detection of smoke or change in air quality.
- e. The system should comprise a high sensitive smoke detector, aspirator, and filter.
- f. The alarm system should be integrated to the building fire alarm system.

5.12.2 Gas Based Automatic fire Suppression System

- a. Gas Based automatic fire suppression system deployed should be state-of the art and in accordance with NFPA.
- b. The suppression should employ non toxic gas based system.
- c. The fire suppression agent shall not contain Ozone Depleting substances.
- d. The smoke detector / heat detectors along with the fire panel should be programmed in a manner that they activate the suppression system.
- e. Portable fire extinguishers should be provided in the building including office area, electrical room, utility areas etc.
- f. The fire alarm system should be integrated with the Public Address System of the building.

5.13 Security Systems

5.13.1 Access Control System

- a. Entry to all critical locations in the building should be through the Access Control system employing proximity cards.
- b. The Data Center Space should be provided with biometric access to enable entry of only authorized personnel.
- c. A panic bar should be installed to the emergency exit and integrated with the alarm system.

- d. Access control software has to be installed on a standalone computer and the logs of movements have to be recorded.
- e. Periodic reports of the logs have to be recorded and sent to UIDAI.
- f. Minimum 4 level of physical and electronic scrutiny should be incorporated before a person can enter the Data Center.

5.13.2 Closed Circuit Tele Vision System (CCTV)

- a. 24x7 CCTV should be installed in strategic locations to monitor the movement of personnel in and out of all critical areas and there should not be any blind spots for Data Center space and other support area.
- b. The CCTV should be fixed doom type.
- c. PTZ cameras may be installed as required.
- d. The CCTV should not only cover the movements within the building but also the periphery.
- e. The DG area and the storage area should be covered through the CCTV.
- f. The Digital Video Recorder should be IP based to allow accessibility for UIDAI to monitor remotely.
- g. Recordings of all cameras should be retained for a period of 180 days and should be available for UIDAI review as and when required.

Camera Positioning- CCTV (Fixed Dome Camera) will be required but not limited to the following locations

- on each entry & exit of Data Center area and support areas
- on each Rack Row on the cold & hot aisle side
- other areas deemed critical and key locations The positioning should be such that it eliminates the blind spots

5.13.3 Physical Security

Security is given a careful consideration, and based on operation requirements, following mechanisms shall be enforced for the Physical Security of the Data Centre.

- a) The building should have physical security deployed 24x7.
- b) The security personnel should be trained to scrutinize the personnel entering the premises and also to carry out combat activities.
- c) The security should monitor all the entrances.
- d) Patrolling of the total campus should be done round the clock.
- e) Single Entry and Exit for Normal Activities and restricted access to personnel.
- f) Biometric with Pin/ Proximity Access all the Doors.
- g) Entry Portal scans with metal detector.
- h) Digital Surveillance Cameras with long Retention

- i) Entry into the Data Center
 - (i) The Data Centre shall be divided into multiple zones with graded security for restriction of physical movement and entry into the Data Centre.
 - (ii) The entrance to the building shall be guarded by the Building Management's Security Guards and each visitor shall be scrutinised before entry into the building. At the reception, details of all visitors would be logged by the Security officials. Scanning of all personnel before entry into data Centre would be mandatory.
 - (iii) The entry of personnel into the Data Centre shall be restricted. A minimum of two factor authentication will be required at all entry points in the Data Centre. For critical areas like IT Production area(Server hall) entry point, Meet Me Room, Staging Room two factor authentication by use of biometric and proximity/ contact less card should be provided. Only pre-authorised officials shall be allowed into the Data Centre using authentication procedures.
 - (iv) At the second level, entry to the Data Centre office and other admin areas around the Data Centre should also be controlled with proximity/ contactless card coupled with password based numeric access control.
 - (v) Entry into the data Centre premise should be configurable for each access point and for each user. One user can have different policy access rights for different access points
 - (vi) Entry into the Data Centre Area shall be based on Biometric access control. Fingerprint impression of each entrant shall be captured and verified. Image of each entrant shall also be captured on the CCTV for Security records. Security officials shall monitor all the entrances including the reception on a 24x7 basis.
 - (vii) Biometric reader shall be RoHS compliant. It shall utilise industry standard finger scan algorithm FVC 2002, FVC 2004, it should have a compact and modular design. It should provide duress finger option, the algorithm utilised should have enrolment time of <3 seconds, verification time of < 2 seconds with an Equal Error Rate (EER) of 0.1%. The algorithm should also allow for adjustable False Acceptance Rate (FAR) and False Rejection Rate (FRR).
 - (viii) A minimum of 24-hour battery power backup designed for full load is required for the access control system including the electric door lock(s). The access control system should also be connected to a UPS, separate from the Data Centre UPS.
 - (ix) Heavy-duty electric lock is recommended for the main entrance doors. With time delay setting, the lock would activate after specified time duration. The lock must be fail-safe type.
 - (x) Panic Bolt should be provided at the emergency exit.
 - (xi) The CCTV monitor and recorder should be available at the BMS Control room.
 - (xii) DCSP should keep spare inactivated proximity/contact less cards and provide a facility for onsite access card activation in case of emergency requirement of entering the Data Centre.
 - (xiii) The Access control system should manage Biometric Access control, Card Access Control. The software should connect and communicate using TCP/IP protocol. The standard options should at least include features like the access control with Alarm Management, backup and restore facilities of master and swipe data, reports on employee master and swipe data.

5.14 BMS System

- a. The Building Management System should be implemented to monitor the various systems installed.

- b. The BMS software should be installed which can communicate with all the equipments at site.
- c. The system should be capable of generating reports of power consumption from the PDU.
- d. The BMS should be monitored 24x7.
- e. The system should be integrated with all the other systems including fire alarm system and water leak detection systems.
- f. Monthly reports should be submitted for access logs, CCTV recordings, alarms of critical equipments and power consumption.
- g. Building Management system (BMS) shall consist of microprocessor based controller and shall be designed to monitor all mechanical, electrical, and other facility equipment and system. The system shall be capable of local and remote monitoring and operation. Specifications for 24-hour monitoring shall be developed.
- h. BMS should be capable of monitoring each Computer Room Air-conditioning units, UPS, DG, Chillers, Electrical Panels, ATS, and complete security system as Fire alarm system, fire suppression system, ACS, CCTV, VESDA, WLD, Burglar alarm system, etc
- i. BMS should have a provision of integration with the Environmental monitoring system to be provided and have 1G network interface copper/fibre for connectivity with the EMS
- j. Following systems shall communicate through Open protocols for monitoring & controlling of various parameter of but not limited to following:-
 - Computer Room Air-conditioning units monitoring
 - UPS Monitoring
 - DG Monitoring & control of various parameter, DG Battery voltage status
 - Chiller Systems
 - Fuel Storage tanks-Fuel Level monitoring, transfer line flow metering, each pump run status, Fuel high & low level monitoring, supply flow rate monitoring & other critical monitoring components
 - Energy meters/ Multifunction meters installed in electrical distribution panels
 - ON/ OFF/ Trip status of breakers in electrical distribution panels
 - Room Temp & RH monitoring.
 - Gas based suppression system-Normal Alarm condition, Auto/ Manual mode
 - Water leak detection panel monitoring
 - Fire Detection system monitoring
 - Access Control system monitoring and control
- k. Above mentioned monitoring will be through hard-wired points to BMS.

5.15 Network Setup & Racks

- a. Rack for Communication Room, Staging Room and others shall be provided by DCSP at no cost to UIDAI and Racks for Data Center Space (IT Production Area) should be as per the On-Demand requirement by UIDAI as mentioned in "Clause 3.1, Data Center Space, Section V"
- b. Rack should be Strong Steel end frame embedded at Top and Bottom with cable entry from Top and Bottom Panel Provision 19" MTG angles with unique "U" marking. Four Number of reducing cable channel for neat cable management.
- c. Rack should be with perforated double leaf doors in each front and rear
- d. The racks should have base frame and firmly rest on the false floor.
- e. The racks should have at least 55% of perforation to facilitate sufficient flow of air to the servers.
- f. The racks should have cable managers and ties for dressing of the cables.
- g. DCSP shall be responsible for Installation of racks in position
- h. Every Rack should be equipped with 3-phase dual power strips with 20 nos Power sockets and type of sockets will be intimated at the time of rack ordering.
- i. The network system should be properly routed such that the cable laying can be carried out in short period of time
- j. The network cable tray should be laid with a clearance of 300mm from the power cable trays to overcome interference.
- k. The cable trays should be such that they can accommodate both fiber and copper cables.
- l. The cables should be properly laid and terminated as per TIA 942.
- m. The network cables shall be laid between the server racks and between the network rack and server racks as per requirement as per the design submitted by UIDAI as and when required.
- n. Supply, laying and termination of network cables shall be the responsibility of the DCSP.
- o. Horizontal Cable Managers
 - (i) Should be made of lightweight plastic construction that provides durability and easy installation.
 - (ii) Should have rounded edges on fingers to protect cables from snags and damage to cable.
 - (iii) Should have flexible fingers to allow easy installation and removal of cables.
 - (iv) Should have pass through holes that allow front to rear cabling.
 - (v) Should mount to standard 19" EIA racks and cabinets.
- p. Vertical Cable Management System

- (i) Should have high density which minimizes area required for network layout, freeing up valuable floor space.
- (ii) Should have curved cable management fingers that support cables as they transition to the vertical pathway eliminating the need for horizontal managers.
- (iii) Should have slack management spools to organize and manage patch cord slack allowing standardization of patch cords.
- (iv) Should have a combination of 10" W and 6" W wire managers for cable management.
- (v) Should be equipped with end panels and doors for the wire managers.

5.16 LAN Cabling

The structured cabling for LAN should be provided and implemented by DCSP. All the required passive components are to be provided by DCSP and with corresponding certifications for 20 years. Each rack should have provision of 24 copper ports sets and 48 fiber ports sets (quantity is indicative only). The active components will be supplied by UIDAI. DCSP should take prior approval from UIDAI before material delivery and it should be supplied and installed as per actual number of ports requirement at the site. This should be provided as per the On-Demand requirement. LAN Passive components up to the patch cord level shall be compliant to Category 6 Augmented EIA/ TIA 568-B.2.1 standards and should meet the following requirements -

- a. The LAN cable should be a 4 pair copper 24 AWG UTP cable compliant to enhanced Cat **6A** Gigabit standards or as per the latest standards available during installation phase.
- b. Port Count
 - Copper channel from one Active device to other Active device end Including all I/O, patch panels, Cable, accessories and faceplates (if required) shall be counted as one port. Patch cords are to be supplied as per requirement.
 - Fiber channel (transmit + receive) from one Active device to other Active device end including all Connectors, pigtails, LIU, Fiber Cable and accessories shall be counted as one port. Patch cords are to be supplied as per requirement.
- c. All cable and connectors should be 10G supportable and with supporting previous standards of structured cabling (1/10/100 Kbps and 1Ghz)
- d. Before initiating the work, UIDAI approval shall be sought whether the latest standards cabling can be done without any cost implication to UIDAI.
- e. All horizontal cabling should emanate from patch panels on the distribution switch and be routed to outlets nominated through ceiling space, risers, skirting duct etc - 24/ 48 port patch panel which will be clamped to server keeping cost efficiencies in mind. The cables must be laid in an aggregated manner to reduce the cabling space requirement.
- f. Manufacturer's cable guidelines shall be followed at all times. No distortion due to kinks, sharp bends or excessive hauling tension is permitted.
- g. Care shall be taken to prevent other work activities damaging the cable by walking or storing heavy objects on them whilst laying and installation.

- h. Cables shall be run in a manner eliminating any possibility of strain on the cable itself or on the terminations.
- i. Cables shall be concealed except where nominated and should run in neat lines.
- j. Cables shall not have joints or splices.
- k. Cables should be kept at a minimum distance of 150mm from items liable to become hot or cold. The distance should be consistent with the maximum or minimum temperature possible and the cable type. Cables shall not make direct contact with such items.
- l. Cables should not be embedded in plaster, concrete, mortar or other finishes unless they are in conduit and capable of being fully withdrawn and replaced after the building is finished without damage to finishes.
- m. Bending radii should not be less than the manufacturer's recommendation and in any case should be not less than eight times the overall cable diameter.
- n. Cabling will run in separate shafts and ducts from the electrical ducts so as to avoid any interference.
- o. Cable should either have a nylon sheath or should be enclosed in a conduit if running underground.
- p. Labelling shall be done using automated print labels as per the TIA/ EIA standards. Hand labelling of the cables is not acceptable.
- q. All copper conductors must be tested for continuity and pair integrity as well as EMI interference.
- r. Any cable that does not meet TIA/ EIA specifications shall be replaced at the Vendor's expense.
- s. Termination of connectors shall be on RJ-45 Single Information Outlets or as specified by MSP's with faceplates, shutter and Surface box
- t. The Fibre Couplers and Connectors shall be LC type or as specified by MSP's. In case of any other termination requirement, MSP will specify the same during implementation. DCSP should seek detailed information on type of ports required (LC/SC or other) at the device end, accordingly should Supply and installation.
- u. Professional Cable Management and tools shall be used at site, e.g. UTP Cable Termination, Fiber Splicing, labelling tools Etc. All Cable managers, Mounting Hardware etc. should be provided by DCSP
- v. Each node shall be tested for satisfactory operation based on certification parameters valid for the entire warranty period of 20 years. All nodes in the Data Centre shall be clearly marked, labelled & documented for future reference.
- w. Maintenance of the LAN Passive components shall be done by the DCSP. Provision of additional Passive nodes whenever required shall need to be provided based on requests. Maintenance Scope should include the Break fix support of any type in the fiber/Copper channel in any of the nodes during the Contract period.

- x. Shorter cable runs shall be planned so as to avoid tangled cables ('spaghetti') and to improve signal levels.
- y. DCSP should lay both power and LAN cables upto each rack level in the Data Centre
- z. Dedicated raceways / cable-trays and Bus ducts wherever required should be used for laying LAN and Power cables. The power Cables and Copper Data cables trays should not be planned to run in parallel (less than 1.5 meters), Any Crossing of Power and Electrical cables should be at 90 Degrees.
- aa. Cables entering or exiting trays, conduits, catenaries wires and other fixed support should have a small gooseneck or slack provided and should be fixed at both ends to prevent the possibility of cable stress.
- bb. Cables should be installed in a workmanlike manner, parallel to walls, floors and ceilings, as applicable.
- cc. DCSP should ensure that all the cable raceways are adequately grounded and fully concealed with covers.
- dd. The cables should be appropriately marked and labelled at intervals so as to be identified easily
- ee. Fibre raceway
 - (i) Fibre raceway shall be available system for both overhead and under floor/above suspended ceiling applications.
 - (ii) The fibre raceway shall be available in a plastic non-plenum rated as well as a metal plenum rated system.
 - (iii) Under floor and above suspended ceilings raceways shall be plenum rated to meet NEC standards.
 - (iv) The under floor/suspended ceiling system must meet grounding requirements as specified in section 300-10 of the National Electric Code (NEC).
 - (v) The overhead and under floor/suspended ceiling systems must be modular.
 - (vi) The overhead and under floor/suspended ceiling systems shall be used together.
 - (vii) Fibre raceway system shall provide routing for both fibre optic patch cords (jumpers) 3 mm in diameter and multi-fibre cables.
 - (viii) A fibre patch cord bend radius of at least two inches (5.08 cm) shall be maintained at all points in your system.
 - (ix) The fibre raceways system shall be available in 2-, 4-, 6-, and 12-inche dimensions.
 - (x) All plastic materials in your overhead fiber routing systems must meet UL 94V-0 and Bellcore TR-EOP-000063 standards.
 - (xi) All materials used in the systems must comply with NEC and NEBS standards for fire resistance.
 - (xii) No overhead system offered can contain nylon or poly-vinyl chloride (PVC) materials.

- ff. Patch Panels both copper and Fibre panels should be mountable onto wire raceways/cable guides above the rack. There should be a gap of 18"/24" gap between rack and raceways. Patch panel/LIU should supplied with all mounting accessories

5.16.1 Structured Fibre cabling

DCSP to comply with the specification for fibre cabling and other components which is as follows,

SI No	Parameters	Minimum Requirements
1	Fibre Cable	
a	Cable Type	6-core, Multimode, 50/125 um (OM3), Indoor OFC
b	Fibre Type	50/125, Laser Grade, Primary coated buffers
c	Number of Cores	6
d	Fibre Attenuation	
e	@850nm	<=2.7 dB / KM
f	@1300nm	<=.7db /KM
g	Bandwidth	
g.1	@850nm	>1500 MHz-KM
g.2	@1300nm	>500 MHz-KM
h	Tensile Rating	1000N
i	Maximum Crush Resistance	2000N
j	Operating Temperature	-20 Degree C to +70 Degree C
k	Outer Jacket	LSZH
l	Should Comply below mentioned standards	
l.1	Fire Propagation	IEC 3321 and 332-3
l.2	Flammability	IEC 1034
l.3	smoke Emission	IEC 1034

SI No	Parameters	Minimum Requirements
I.4	Acid Gas Emission	IEC 754-1
I.5	Toxicity	NES 73
I.6	Water Absorption	IEC 811-1-3 (<2mg/cm ² 10 days @ 70 Degree C)
m	ROHS	ROHS/ELV Compliant
n	Cable Color	
2	Fibre optic LIU-1U	
a	Connector Type	SC/LC Style, Duplex
b	Operating Temperature	-40 Degree C to +85 Degree C
c	Durability and Color	
d	MM Connectors	500 Cycles, Beige
e	SM Connectors	220 Cycle, Blue
f	Ferrules	Pre-radiused Ceramic Ferrules
g	Attenuation	Not more than .75 DB per Mated Pair
h	Fibre Optic Patch Panels	
i	FMS-Front Patching/Splicing Shelf	1U + 19" ETSI Version a Available
		The FMS Fibre Management Shelf series is ideal for high density front patching applications
		Its compact design and high density capacity allows it to deliver carrier class fibre management to central offices, POP, FTTx, mobile systems and LANs.
		High Density
		1U: 24 (SC) / 1U:48 (LC) Fibre Terminations
		Should be supplied loaded with secondary Coated SC/LC pigtails

SI No	Parameters	Minimum Requirements
	Drawer concept allows for	Mounting brackets cab be placed in different positions
		Easy Access to splicing tray
		Easy access to back side of connector
		trays with higges (book type) which allows facilities easy fibre management and greater access during installation and rework
j		Fibre guides, radius controls and secure tie downs provided
k	Dimensions	Width -450mm and Depth 280mm, height -44mm
l	Color	RAL 7035 /Black
3	Fibre Optic LIU-2U	
a	Connector Type	SC/LC Style, Duplex
b	Operating Temperature	-40 Degree C to +85 Degree C
c	Durability and Color	
d	MM Connectors	500 Cycles, Beige
e	SM Connectors	220 Cycle, Blue
f	Ferrules	Pre-radiused Ceramic Ferrules
g	Attenuation	Not more than .75 DB per Mated Pair
h	Fibre Optic Patch Panels	
i	FMS-Front Patching/Splicing Shelf	2U + 19" ETSI Version a Available
i.1		The FMS Fibre Management Shelf series is ideal for high density front patching applications
i.2		Its compact design and high density capacity allows it to deliver carrier class fibre management to central offices, POP, FTTx, mobile systems and LANs.

SI No	Parameters	Minimum Requirements
i.3		High Density
i.4		2U: 96 Fibre Terminations
i.5		Should be supplied loaded with secondary Coated SC pigtails
i.6		Mounting brackets cab be placed in different positions
j.1	Drawer concept allows for	Easy Access to splicing tray
j.2		Easy access to back side of connector
j.3		trays with higgses (book type) which allows facilities easy fibre management and greater access during installation and rework
j.4		Fibre guides, radius controls and secure tie downs provided
k	Dimensions	Width -450mm and Depth 280mm, height -44mmx2
l	Color	RAL 7035 /Black
4	Fibre Optic Patch SC-SCMM	
a	Make and Type	SC to SC Duplex Fibre Optic Patch Cord with SC Pigtail pre terminated and compatible with SC snap in adapter plates, 50/125 Micron OM2/OM3
b	Cable Sheath	LSZH
c	Cable Diameter	2.5mm twin zip
d	Ferrule	Ceramic
e	Buffer	.9mm easy strip
f	Insertion Loss	MAX .3db
g	Return Loss	>20 db
h	Temperature Range	Minus -10 Degree C to +60 Degree C

SI No	Parameters	Minimum Requirements
i	ROHS	ROHS/ELV Compliant
5	Fibre Optic SC-LC / LC-LC MM	
a	Make and Type	SC to SC / LC to LC Duplex Fibre Optic Patch Cord , 50/125 Micron OM2/OM3
b	Cable Sheath	LSZH
c	Cable Diameter	1.8mm twin zip
d	Ferrule	Ceramic
e	Buffer	.6mm easy strip
f	Insertion Loss	MAX .3db
g	Return Loss	>20 db
h	Temperature Range	Minus -10 Degree C to +60 Degree C
i	ROHS	ROHS/ELV Compliant

5.16.2 Structured Copper Cabling

DCSP to comply with the specification for copper cabling and other components which is as follows:

S N	Parameters	Minimum Requirements
1	Copper Cable	
a	The horizontal cables should be 4-pair unshielded twisted pair (UTP) meeting Category6A specifications.	Yes
b	The cable should be of 4 twisted pairs of 23 AWG solid conductors with a Non-lead, flame retardant, PVC jacket.	Yes

S N	Parameters	Minimum Requirements
c	4 pair Riser cable must be with a oblique elliptical offset filler/Equivalent for improved Alien Crosstalk & high speed data links suitable for use up to 10 Gigabit transmission speeds.	Yes
d	Insulation Material	Polyolefin/Equivalent
e	Separator	Flame Retardant Polyolefin/Equivalent
f	Electrical Performance	
		Conductor DC resistance @ 20°C (max)) 9.38 W / 100m
		DC resistance Unbalance (max) 2%
		Mutual Capacitance @ 20°C (max) 5.6 nF/100m
		Nominal Velocity of Propagation 65%
		Attenuation at 550 MHz 45.6 dB
		Return Loss at 550 MHz 29.2 dB
		ACR at 550 MHz 3.8 dB
		PSACR at 550 MHz -2.5 dB
		NEXT at 550 MHz 49.9 dB
		PSNEXT at 550 MHz 43.1 dB
		ELFEXT at 550 MHz 22.0 dB

S N	Parameters	Minimum Requirements
		PSELFEXT at 550 Mhz 15.0 dB
g	Thermal Characteristics	Operating temperature -20 to +75 °C
h	Mechanical Characteristics :Minimum Bending Radius	
		During Installation
		After Installation
		Maximum Pulling Tension
i	Telecommunication Outlet Support	Multivendor Cat6A unshielded Jack compatibility
2	10G-24 Port Patch Panel	
a	The Cat6A patch panel should be capable of transmitting 10GB Ethernet over 100m channel	Yes
b	The patch panel should be made of polymer material (Metal frame not allowed) to reduce alien cross talk	Yes
c	Patch panel should be available in 1U	1U/24 Ports or equivalents
d	Patch panel should have information outlet assembled in two different level (Step design) and with staggered arrangement to reduce alien cross talk	Yes
e	Should have Comprehensive individual port numbering on front and rear	Yes
f	Patch panel must be supplied with Rear cable management as a standard accessory and this should only occupy the same space as the panel	Yes

S N	Parameters	Minimum Requirements
g	Material Construction	Moulded glass filled polyphenylene sulfide/equivalent
h	Operating temperature range:	-10°C to + 70°C
i	Flammability Rating:	UL 94 V-0
j	Safety Rating:	UL 1863
k	Compliance	TIA-568.B.2-10 IOS/IEC 11801 ed 2.1
l	Compatible with both Copper and Fibre Jacks	10G copper and fibre outlets
3	10G-48Port Patch Panel	
a	The Cat6A patch panel should be capable of transmitting 10GB Ethernet over 100m channel	Yes
b	The patch panel should be made of polymer material (Metal frame not allowed) to reduce alien cross talk	Yes
c	Patch panel should be available in 2U	2U/48 Ports or equivalents
d	Patch panel should have information outlet assembled in two different level (Step design) and with staggered arrangement to reduce alien cross talk	Yes
e	Should have Comprehensive individual port numbering on front and rear	Yes
f	Patch panel must be supplied with Rear cable management as a standard accessory and this should only occupy the same space as the panel	Yes
g	Material Construction	Moulded glass filled polyphenylene sulfide/equivalent
h	Operating temperature range:	-10°C to + 70°C

S N	Parameters	Minimum Requirements
i	Flammability Rating:	UL 94 V-0
10	Safety Rating:	UL 1863
11	Compliance	TIA-568.B.2-10 IOS/IEC 11801 ed 2.1
12	Compatible with both Copper and Fiber Jacks	10G copper and fibre outlets
4	10G Copper Patch Cord	
a	Make and Type	RJ45 to RJ45 Patch Cords
b	It should be snag less plug design with integrated strain relief	
c	Operation temperature range	Negative 20 Degree C to Positive 75 Degree C
d	Number of plug insertion cycles	≥750 (IEC/EN 60603-7)
e	Jacket	Lead Free PVC
f	Conductor	24 AWG 7x32 stranded tinned
g	Flammability Rating	UL 94 V-0
h	Safety Rating	UL 1863
5	10G Copper Outlet	
a	Should Support 10 Gigabit Ethernet over unshielded copper to a full 100m channel	Yes
b	It should have an inbuilt conductor management system for well-Controlled terminations, The conductor management piece should be capable of maintaining the pair relationship of the cable	Yes
c	Contacts should made of 45° IDC (Insulation Displacement Contact) type/Equivalent To provide reliable gas-tight connections	Yes

S N	Parameters	Minimum Requirements
d	Fully interoperable and backwards compatible with component compliant Category 5e / Class D and Category 6 / Class E systems	Yes
e	Outlet should offer tool free termination	Yes
f	Operation temperature range	-10°C to + 60°C
g	Transmission performance and reliability	TIA-568.B.2-10 & ISO/IEC 11801ed2.1
h	Contact Resistance	≤ 1mΩ
i	Conductor Terminations of Contacts	≥ 200
j	Conductor Diameter	0.5-0.65mm (AWG 24-22)
k	Insulation Diameter	1.04-1.6mm
l	Plug / Jack Mating Cycles	≥ 750 (IEC / EN60603-7)
m	Outlet Color (Gray/Black/White/Yellow,etc)	Selected In consultation with UID
n	Outlet should support leading vendor copper cable	Yes
o	Safety Rating	UL 1863

5.17 Other Requirement

- At UIDAI's request, DCSP will receive any UIDAI Materials on UIDAI's behalf. DCSP will store UIDAI Materials in the Secure Storage Space (store room) immediately upon delivery to the Facility and maintain a written log of a description, date and time of UIDAI Materials placed by Service Provider in the Secure Storage Space (store room).
- DCSP will provide UIDAI all necessary assistance in preparing return materials authorization ("RMA") documentation and packing, returning and shipping such damaged UIDAI Materials to a location or manufacturer, service provider or other third party designated by UIDAI.
- UIDAI may depute personnel from CISF at the DCSP location to strengthen the security of the data centre. The DCSP should provide a No Objection Certificate along with the Bid for the same.
- UIDAI would also conduct audit of the facility periodically to access the operations and to sign off the uptime report.

- e. DCSP should have a Help-Desk operating on a 24/7 basis to login any calls and avail services under the scope of DCSP. Shared Helpdesk is acceptable.

5.18 Facility Management and O&M Team

- a. DCSP shall deploy 24X7 Data Center O&M facility management team for facility management and delivery of physical infrastructure services. This team shall be responsible for proactive monitoring and reporting of as well as compliance to Service Level Agreements pertaining to service delivery.
- b. DCSP should ensure the availability and deployment of Data Center Shift Manager, HVAC technician, Service Engineer, Inventory management staff, DG operator, Plumber, Carpenter, House Keeping Staff, 24x7 Security Agency (Supervisor and Security Guard) for Data Center and its Support area, Help Desk Support Team & any other staff which is required for smooth operations of Data Center.
- c. DCSP shall deploy a Data Center Operation Manager who should directly report to the UIDAI's Programme Manager.

5.19 Operational Requirements

- a. All operation procedures for the MEP Systems should be documented and available for review.
- b. Security policy and procedures for movement of materials & men, within the building and the data center should be made available to UIDAI.
- c. The Sample Operating Process (SOP) and Emergency Operation Process (EOP) for the fire alarm and fire suppression system should be demonstrated to UIDAI to ensure that during an incident, there should be no untoward damage to human resources and equipment.
- d. Maintenance schedules of all equipments should be made available to UIDAI to ensure that all equipments are maintained as per the specifications mentioned by the respective OEMs and that all equipment is in healthy condition.
- e. Maintenance procedures, Risk Assessment and Work method statements should be shared with UIDAI and the documents to be made available for review.
- f. Operation procedures for critical situations like power failure, water leak, damage of fuel line, short circuit, etc should be available for review.
- g. There should be a robust emergency response plan backed up with trained team members, escalation and communication system.
- h. The earth resistance should be measured periodically and monitored.
- i. The access logs should be available for at least 180 days.
- j. The power consumption logs should be updated every 15 days and intimated to UIDAI.
- k. The Managed Service Logs to be provided on a weekly basis and the Change Request Summary/ approvals to be taken from the Purchaser before any activity. Incident ticket

Numbers to be generated, shared and escalated on an immediate basis and their resolution and closure should be at the earliest.

- I. Shared Helpdesk is acceptable for the Data Center Facilities catering to the Data Center Infrastructure.

6 Project Schedule

The timelines for the Key Activities are tabulated below,

S. N	Key Activity Description	Timelines in Calendar days
1	Deployment of Facility Management team and Operation Manager	T+7
Availability of DC Space (IT Production area) and support area		
2	Data Center Space readiness and Handing over to UIDAI for starting the deployment of IT hardware, equipment etc "Space availability of IT Production Area (Data Center Raised Floor Area) complete in all respect including respective work packages as Electrical, HVAC, Management-Safety and Security System, Civil & Interior etc as per RFP requirement"	T+60
3	Supprt area space readiness and handing over to UIDAI "Space availability of office Area, secured storage space ,Staging room, Media Storage room, Communication room and other support areas as per RFP requirement"	T+60
4	Supply ,Installation, commissioning and acceptance of Structured cabling and IT Racks (if required) for IT Production area (Data Center)	D+60
T= Date of issue of LOI D= Date of handover of Network Architecture layout and approval for supplying total number of copper and fibre ports by UIDAI. Network architecture layout shall be prepared by DCSP in consultation with UIDAI and it's MSP.		

Section VI – Appendices

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1. Appendix A: Earnest Money Deposit (EMD) Form

(Please see **Clause 12 of Section II - Instructions to Bidders**)

EARNEST MONEY DEPOSIT FORM

Whereas _____ (hereinafter called 'the Bidder') has submitted its bid dated _____ for "**Hiring of Data Centre space & Facilities, Unique Identification Authority of India (UIDAI) at Bengaluru**" (hereinafter called "the Bid") to Unique Identification Authority of India (UIDAI).

KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto the Deputy Director General of Unique Identification Authority of India (hereinafter called "Purchaser") to the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2013.

THE CONDITIONS of this obligation are:

1. If the Bidder, having withdrawn its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity.
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein above Our liability under this bank guarantee shall not exceed Rs _____/- (Rupees _____ only).

This bank guarantee shall be valid upto _____

We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before -----before 14.30 hours (Indian Standard Time) where after it ceases to be in effect in all, respects whether or not the original bank guarantee is returned to us.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

2. Appendix B: Proforma of Bank Guarantee

(Please see **Clause 36** of Section II - Instructions to Bidders)

PROFORMA OF BANK GUARANTEE

For Contract Performance Guarantee Bond

Ref : _____

Date _____

Bank Guarantee No. _____

To

Deputy Director General
Unique Identification Authority of India (UIDAI),
Planning Commission, Govt. of India (Gol),
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus,
New Delhi – 110001

1. Against contract vide Advance Acceptance of the Bid No. _____ dated _____ covering **“Hiring of Data Centre space & Facilities, Unique Identification Authority of India (UIDAI) at Bengaluru** (hereinafter called "the Bid") to Unique Identification Authority of India (UIDAI) (hereinafter called the said 'contract') entered into between the Deputy Director General of Unique Identification Authority of India (hereinafter called "Purchaser") and _____ (hereinafter called the **Data Center Service Provider 'DCSP'**) this is to certify that at the request of the DCSP we _____ Bank Ltd., are holding in trust in favor 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 the DCSP 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 the DCSP 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 fulfillment in all respects of the said contract by the DCSP i.e. till _____ 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 the DCSP in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the DCSP shall have no claim against us for making such payment.

5. 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 the DCSP from time to time or to postpone for any time of from time to time any of the powers exercisable by the Purchaser against the said DCSP 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 DCSP or for any forbearance by the Purchaser to the said DCSP 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.
6. Notwithstanding anything contained herein above, our liability under this bank guarantee shall not exceed Rs _____/- (Rupees _____ only). This bank guarantee shall be valid up to -----We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before -----before 14.30 hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the DCSP.

Date _____

Place _____

Witness _____

Signature _____

Printed name _____

(Bank's common seal)

3. Appendix C: Contract Form

(Please see **Clause 35 of Section II - Instructions to Bidders**)

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2011

BETWEEN

The **President of India** acting through the Director General, Unique Identification Authority of India (UIDAI) (hereinafter referred to as Purchaser) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the One Part.

AND

The Party _____ (hereinafter referred to as **Data Centre Service Provider or "DCSP"**) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns having its registered office at _____ (in case where the DCSP is an individual party) of the Other Part.

WHEREAS

- (a) The Purchaser had invited bids vide their Bid _____ (hereinafter referred to as 'Bid') for **"Hiring of Data Centre space & Facilities, Unique Identification Authority of India (UIDAI) at Bengaluru"**
- (b) The DCSP had submitted its proposal dated _____ (hereinafter referred to as the 'Bid') for the provision of such services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the Bid and this Contract.
- (c) The Purchaser has agreed to appoint the DCSP for the provision of such services and the DCSP has agreed to provide services as are represented in the Bid, including the terms of this Contract, the Annexure and Schedules attached hereto and in accordance with the terms of the Bid, and in terms of the discussions, negotiations and clarifications in relation to the implementation of the scope of work and the contract.
- (d) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, for implementation of this contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Scope of Work
 - (b) the General Conditions of Contract:
 - (c) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the DCSP as hereinafter mentioned, the DCSP hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the DCSP in consideration of the provision of the Services and the remedying of defects therein, the Contract Price 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.

Brief particulars of the goods and / or services which shall be supplied/ provided by the DCSP along with cost/charges thereof are as under:

S. No.	Particulars of Goods/Services	Cost/Charges
..		
..		

SCHEDULE FOR PROVISION OF DATA CENTER SERVICES: _____

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
& on behalf of M/s**

**Signed, Sealed and Delivered for and
on behalf of the President of India
acting through the Director General,
Unique Identification Authority of
India.**

**Signed
Name:**

**Signed
Name:**

Designation:

Designation:

Date:

Date:

Place: New Delhi

Place: New Delhi

In the presence of: _____

In the presence of: _____

**Signed
Name:**

**Signed
Name:**

Designation:

Designation: _____

Date:

Date:

Place: New Delhi

Place: New Delhi

4. Appendix D : Non – Disclosure Agreement

(Please see **Clause 7** of **Section II - Instructions to Bidders**)

NON-DISCLOSURE AGREEMENT

WHEREAS, we the undersigned Bidder, _____, having our principal place of business/ registered office at _____, hereinafter referred to as the **BIDDER**, are desirous of bidding for Bid No. _____ dated _____ covering **“Hiring of Data Centre space & Facilities, Unique Identification Authority of India (UIDAI) at Bengaluru”** (hereinafter called "the Bid") to the Deputy Director General of Unique Identification Authority of India (UIDAI) and,

WHEREAS, the BIDDER is aware and confirms that the Purchasers business, operations, information in the Bid documents during the bidding process and thereafter, or otherwise (**confidential information** for short) is privileged and strictly confidential and/or proprietary to UIDAI.

NOW THEREFORE, in consideration of the foregoing, the BIDDER agrees to all of the following conditions, in order to induce UIDAI to grant the BIDDER specific access to UIDAI's confidential information, property, information systems, network, databases and other data.

IT IS HEREBY AGREED AS UNDER:

- a) The BIDDER agrees to hold in trust any confidential information received by the BIDDER, as part of the Biding process or otherwise, and the BIDDER shall maintain strictest of confidence in respect of such confidential information. The BIDDER also agrees:
 - (i) to maintain and use the confidential information only for the purposes of bidding for this Bid and thereafter only as permitted herein;
 - (ii) to only make copies as specifically authorized by the prior written consent of UIDAI 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 such of their employees, agents, consultants 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 UIDAI notifies the Bidder of release of its obligations in relation to the said confidential information.
- 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) is independently developed by the BIDDER without breach of conditions under this Bid;
 - (iii) information in the public domain as a matter of law;
 - (iv) is received from a third party not subject to the obligation of confidentiality with respect to such information;
 - (v) is released from confidentiality with the written consent of UIDAI.

The BIDDER shall have the burden of proving hereinabove are applicable to the information in the possession of the BIDDER.

- c) Notwithstanding the foregoing, the BIDDER acknowledges that the nature of activities to be performed as part of the Bidding process or thereafter may require the BIDDER's personnel to be present on premises of UIDAI or may require the BIDDER's personnel to have access to software, hardware, computer networks, databases and storage media of UIDAI while on or off premises of UIDAI. It is understood that it would be impractical for UIDAI 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 agrees that any technical or business or other information of UIDAI that the BIDDER's personnel, representatives or agents acquire while on UIDAI premises, or through access to UIDAI computer systems or databases while on or off UIDAI premises, shall be deemed confidential information.
- d) Confidential information shall at all times remain the sole and exclusive property of UIDAI. Upon completion of the Bidding process and/or termination of the contract, confidential information shall be returned to UIDAI or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of UIDAI. Nothing contained herein shall in any manner impair rights of UIDAI in respect of the confidential information.
- e) In the event that the BIDDER hereto becomes legally compelled to disclose any confidential information, the BIDDER shall give sufficient notice to UIDAI to enable UIDAI 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 Bid without the prior written consent of UIDAI. 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.
- f) The obligations herein shall survive the completion or cancellation of the Bidding process.

For and on behalf of: _____ (BIDDER)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

5. Appendix E : 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 ,
which has hereunto been affixed in the presence of:

Signature of the
Authorised Official
Of the UIDAI

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

Section VII - Service Level Agreement

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1 Introduction

4.1. Overview

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the DCSP to UIDAI for the duration of this contract.

4.2. Benefits of SLA

The benefits of SLA are as follows:-

- a. To be process oriented with a quality approach for managing Data Centre Services.
- b. To obtain satisfactory level of services for UIDAI Data Centres.
- c. To reduce the risk of not meeting the business requirements which are completely IT dependant
- d. Helps UIDAI control the levels and performance of DCSP services.
- e. Makes explicit the expectations that UIDAI has for performance.
- f. Triggers a process that applies UIDAI and the DCSP management attention to aspect of performance when that aspect drops below an agreed upon threshold, or target.
- g. To improve communication and information flow between Data Centre operations staff, Managed Services Provider, UIDAI officials & the other stakeholders.
- h. To provide guidance on processes, standards and guidance to UIDAI IT & Management staff.
- i. To increase productivity through better use of skills and experience.

UIDAI shall regularly review the performance of the services being provided by the DCSP and the effectiveness of these SLAs. It would also form a baseline for UIDAI to compute payments as applicable.

This Service Level Agreement is between the DCSP and UIDAI.

2 Definitions

For purpose of the Service Level compliance, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

- a. **"Availability"** shall mean the time for which the services and facilities offered by the DCSP are available for conducting UIDAI operations from the equipment hosted in the Data Centre.
- b. **"Downtime"** is the time the services and facilities are not available to UIDAI and excludes the scheduled outages planned in advance for the Data Centre.
- c. **"Helpdesk Support"** shall mean the DCSP's 24x7x365 centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.
- d. **"Incident"** refers to any event / abnormalities in the functioning of the Data Centre Equipment / Services that may lead to disruption in normal operations of the Data Centre services.
- e. **"Service Window"** shall mean the duration for which the facilities and services shall be available at the Data centre. Service window base shall be all throughout the year- 24 hours a day, 7 days a week for all the 365 days in a year (24 x 7 x 365).

3 Description of Services Provided

The DCSP will provide following services for Site Preparation & Supply, Installation, Maintenance and Operations of basic Infrastructure for the establishment of UIDAI Data Centre at the proposed site.

- a. Site Preparation of the proposed Data Centre in terms of the electrical and mechanical work required to populate the Data Centre.

- b. Supply, installation and setting up of the necessary basic Infrastructure (state of Art UPS and air-conditioning system, transformer, fire management, Lighting system, Fire Detection and Control system, cabling, etc.).
- c. Supply, installation and setting up of the physical security like CCTV surveillance systems.
- d. Three years on-site maintenance of all the equipments and their components supplied in setting up the basic infrastructure in the proposed Data Centre.
- e. Onsite support and facility management for Data Centre Infrastructure Operations on 24*7*365 basis by qualified engineers/ personnel for a period of three years to ensure minimum 99.982% availability.

The scope and boundaries of services provided as part of this Contract Agreement are detailed in Section V – Schedule of Requirements and other requirements therein of this tender.

4 SLA Coverage

The coverage of the SLAs is as follows:-

- a. Data Center Space Availability and Handing Over (Pre-O&M)
 - Availability and acceptance testing of Data Center Collocation Space and support Area such as Staging Room, Secured Storage Room, Media Storage Room, Communication Room and Office Area
 - Supply, Installation, commissioning and acceptance testing for Structured cabling and IT Rack (if required)
- b. Data Center O&M and Facility Management
 - (i) Data Centre uptime
 - (ii) Electrical works for the building including Data Centre
 - (iii) HVAC works related to Data Centre
 - (iv) Security related for CCTV, ACS, etc.
 - (v) Fire Management System
 - Gas based Fire suppression for DC area
 - VESDA for DC area
 - Water sprinkler system for Non-DC area
 - (vi) Construction and related Civil works
- c. Environmental Management System
 - (i) CRAC Units- Temperature, Humidity levels in DC
 - (ii) Comfort cooling- Temperature in non-DC, human occupied areas
 - (iii) Preventive Maintenance

5 Service Levels & Targets

SLAs provide for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. DCSP shall ensure provisioning of all required services while monitoring the performance and complying with the performance levels. UIDAI shall check performance of DCSP on a monthly basis for the contractual period. This includes:-

- a. Considering key issues of the past period's performance including deviations, statistics, minor/ major incidents, service trends, etc.
- b. Discussing escalated problems, new issues and outstanding matters for resolution.

- c. Review of statistics related to rectification of outstanding faults and agreed changes.
- d. Obtain suggestions for changes to improve the service levels.

UIDAI may initiate an interim review to check the performance and the obligations of the DCSP. The SLA may be reviewed and revised in accordance to the procedures detailed in “**SLA Change Process**”, **Clause 8.2 of Section VII**.

6 Performance measurements & Targets

Measurement of Service Levels has been segregated in the following categories:

- a. Performance Related Service Levels
- b. Help Desk Support Services for the Data Centre Facilities
- c. Compliance & Reporting Procedures
- d. Periodic Facility Audits

The following measurements/ targets shall be used to track/ report performance on regular periodic basis.

6.1 Data Center Space Availability related Performance Levels

Activity to be performed	Coverage	Target to be achieved	Penalty for non-compliance
Deployment of Data Center Operation Manager	The Prospective DCSP shall mobilise Data Center Site Preparation Work and Deploy a Operation Manager for coordination with UIDAI on regular basis.	Deployment of Project Manager within 7 Calendar days from date of signing the contract	15 calendar days DC Space Rental Charges (Charges for DC Space and Total Support Area as mentioned in Table 1 of commercial bid form in Section IV) as penalty for every one week of delay beyond the stipulated time frame of 7 calendar days. Delay in deployment beyond 3 calendar weeks would lead to cancellation of work order/ termination of contract, as applicable
a. Availability of Data Center Space & Availability of support area such as Staging Room, Secured Storage Room, Media Storage Room, Communication Room and Office Area b. Testing and Commissioning of Structured Cabling and IT	The Data Centre shall be implemented to the satisfaction of UIDAI as per the defined scope of work. This shall include Site Preparation, installation, integration, testing of all components / equipments / devices / software	a. Within 60 Calendar days from the date of issue of LOI b. Within 60 Calendar days from the date of Date of handover of Network architecture layout and approval	One Month DC Space Rental Charges (Charges for DC Space and Total Support Area as mentioned in Table 1 of commercial bid form in Section IV) as penalty for every one week of delay of any of the Milestone beyond the stipulated time frame as per the Clause-6, project schedule Section-V

Activity to be performed	Coverage	Target to be achieved	Penalty for non-compliance
Rack(if required)	applications etc required for the system after a comprehensive integration Data Center testing to the satisfaction of UIDAI and conforming to the defined Service Levels	supplying total number of copper and fibre ports by UIDAI	

6.2 O&M and Facility Management phase related Performance Levels

Measurement	Definition	Measurement Interval	Target	Impact	Penalty
Power Availability	Availability = $\{1 - [(Downtime) / (Total\ Time - Maintenance\ Time)]\} * 100$ Availability of Power shall be measured at the power sockets connected to supply power to each rack.	Monthly Basis	$\geq 99.982\%$	7.88 minutes of downtime per month	No Penalty
			$\geq 99.972\%$ to $< 99.982\%$	≤ 12.26 minutes to > 7.88 minutes of downtime per month	5% of the monthly Electricity charges (Environmental and Infrastructural Power charge)
			$\geq 99.962\%$ to $< 99.972\%$	≤ 16.63 minutes to > 12.26 minutes of downtime per month	7.5% of the monthly Electricity charges (Environmental and Infrastructural power charge)
			$\geq 99.932\%$ to $< 99.962\%$	≤ 29.77 minutes to > 16.63 minutes of downtime per month	10% of the monthly Electricity (Environmental and Infrastructural power charge) Nearing defaulting levels.
			$< 99.932\%$	> 29.77 minutes of downtime per month	Event of Default. Penalty of 25% of monthly Electricity charges (Environmental and Infrastructural power charge)

Measurement	Definition	Measurement Interval	Target	Impact	Penalty
Supply Air Temperature Temperature and Humidity sensors are required to measure both Temperature and RH in cold aisle (Start,Middle and End of Rack of Rows) and it shall be checked manually as well	Availability = {1- [(Downtime) / (Total Time – Maintenance Time)]}*100 Measurement of Supply Air temperature & Humidity level in Cold Aisle measured one meter above the raised floor perforated tile), Temp & RH sensors in the Data Centre. DCSP shall ensure that the Supply air temperature at these Sensors is maintained at $22^{\circ} \pm 2^{\circ}$ Centigrade and Relative Humidity (RH) at 50% +/-10%.	Monthly Basis	Temperature at all these locations shall be maintained at $22^{\circ} \pm 2^{\circ}$ & Relative Humidity (RH) at all these location maintained at 50% +/-10% at all times.	-	No Penalty
			Temperature and relative Humidity at all these locations, if not within the specified range of $22^{\circ} \pm 2^{\circ}$ (RH) at 50% +/-10%. Continuously for 30 minutes	-	0.5 % of the Monthly * Service Charge Payout for each variation. Multiple instances during the day will add up. More than 4 variations in a month is a condition of default which shall attract 5% of total Monthly *Service Charge Payout as penalty.
CCTV Availability CCTV availability includes the availability of following systems: 1) DVR 2)Individual Cameras The CCTV	System Availability = {1- [(Downtime) / (Total Time – Maintenance Time)]}*100	Monthly	>= 99.982%	7.88 minutes per month	No penalty
			>= 99.972% to < 99.982%	<= 12.26 minutes to > 7.88 minutes of downtime	0.02% of the monthly *Service Charges
			>= 99.962% to < 99.972%	<= 16.63 minutes to > 12.26 minutes of downtime	0.04% of the monthly *Service Charges

Measurement	Definition	Measurement Interval	Target	Impact	Penalty
availability would be measured for - - DVR -100% of Individual Cameras on each entry & exit of Data Center area and support areas -80% of the individual cameras placed on the Rack rows (cold & hot aisle side) at any given point of time			>= 99.932% to < 99.962%	<= 29.77 minutes to > 16.63 minutes of downtime	0.1% of the monthly *Service Charges
Availability of Access Control Devices	System Availability = {1- [(Downtime) / (Total Time – Maintenance Time)]}*100	Monthly	>= 99.982%	7.88 minutes per month	No penalty
Access Control Devices include of following systems:			>= 99.972% to < 99.982%	<= 12.26 minutes to > 7.88 minutes of downtime	0.02% of the Monthly *Service Charges
1)Main Controller 2)Card Readers			>= 99.962% to < 99.972%	<= 16.63 minutes to > 12.26 minutes of downtime	0.04% of the Monthly *Service Charges

Measurement	Definition	Measurement Interval	Target	Impact	Penalty
<p>The Access Control Devices' availability would be measured for -</p> <ul style="list-style-type: none"> -Main Controller -Card Readers at entry and exit point for DC space -Card Readers at entry points for communication room -80% of Card Readers at entry points for staging room , media storage room, secure storage room, office space . 			<p>>= 99.932% to < 99.962%</p>	<p><= 29.77 minutes to > 16.63 minutes of downtime</p>	<p>0.1% of the Monthly</p> <p>*Service Charges</p>
<p>DC Internal Civil works and Minor repairs</p> <p>Any civil work ,not initiated by UIDAI, which will have direct impact on IT services and its operation is covered under this SLA</p>	<p>DCSP should maintain sufficient inventory to carry out civil and electrical, Air-conditioning repairs without any disruption to operations</p>	Monthly	<p>All repairs and replacements shall be done within 4 hours of reporting the problem</p>		<p>0.001% of the total monthly</p> <p>*Service Charge Payout for a delay of every 30 minutes on an incremental basis.</p>

6.3 Data Centre Service Help Desk performance

To ensure that the facilities of the Data Centre are well managed, the DCSP shall provide a DC Facility Service Help Desk operational round the clock on all days of the year including national and public holidays (24x7x365 basis). The logging of the calls by DCSP shall be done through the following diverse methods:-

- Toll free Telephone lines dedicated for UIDAI

- b. SMS based text messaging to a dedicated SMS number
- c. Web based dedicated Email ID

Measurement	Definition	Measurement Interval	Target	Penalty
Response time	‘Response time’ is the time taken by the concerned DCSP official handling a problem to ‘Respond to UIDAI once the problem is logged with the DC Facilities Service Desk’. The resolution of the problem would be defined by the resolution time.	Monthly	100% calls to be responded within 15 minutes	No Penalty
			Calls not responded	0.01% of the Monthly *Service Charge Payout for every 15 minutes of delay on an incremental basis for every unresolved call.
Resolution Time	“ Resolution Time ”, means time taken by the DCSP 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 resolved/ fixed.	Monthly	95% calls to be resolved within 60 minutes	No Penalty
			Unresolved call	0.01% of the Monthly *Service Charge Payout for every 30 minutes of delay on an incremental basis for every unresolved call. The charges would continue till the problem is resolved.

6.4 Data Centre Reports and Reporting procedures

Measurement	Definition	Measurement Interval	Target	Penalty
Submission of MIS Reports	The DCSP shall submit the defined MIS reports as per the scope of work	Monthly	Submission of Monthly Report by 7 th day of the next month. <i>Eg. Report of Jan 2012 to be submitted by 7th Feb 2012.</i>	No Penalty
			Delay beyond the date of submission	0.1% of the Monthly *Service Charge Payout for every day's delay on an incremental basis.
Reporting of incidents	Any failure/ incident on any part of the Data Centre infrastructure or its facilities shall be communicated to UIDAI with details of facility affected, downtime, etc as applicable.	Whenever there is an occurrence	100% incidents to be reported to UIDAI within 30 minutes with the details of services affected, cause, action and remedy.	No Penalty
			Reporting of incident beyond 30 minutes	1% of the Monthly *Service Charge Payout for every day's delay on an incremental basis.
		Monthly	DCSP shall document and report each incident to UIDAI with the RCA on or before 7 th day of every Month for the previous Month.	No Penalty

Measurement	Definition	Measurement Interval	Target	Penalty
			Delay beyond the date of submission.	0.1% of the Monthly *Service Charge Payout for every day's delay on an incremental basis.
Change Management	Measurement of quality and timeliness of changes to the Data Centre facilities	Monthly	100% of changes should follow the defined change control procedures and shall be approved by UIDAI.	0.01% of the monthly *Service Charges for every non-compliance on incremental basis
			All changes should be implemented on time and as per schedule & without any disruption to business.	0.01% of the monthly *Service Charge Payout for every non-compliance on incremental basis.
Scheduled Maintenance	Measures timely maintenance of the equipment installed at the Data Centre. DCSP shall provide a detailed equipment maintenance plan/ schedule on commencement of the project.	Monthly	100 % of scheduled maintenance to be carried out as per maintenance plan submitted by the DCSP, intimated to UIDAI at least 3 working days in advance.	0.1% of the Monthly *Service Charge Payout for every non-compliance on incremental basis.
Unscheduled Maintenance	Measures unforeseen maintenance required on an urgent basis depending upon the equipment and criticality	Unspecified	Any unforeseen maintenance affecting the DC uptime shall be done on an immediate basis by the DCSP whether or not the	Penalty shall be imposed as per the uptime clause.

Measurement	Definition	Measurement Interval	Target	Penalty
			problem affects the uptime requirements	
Maintenance of Inventory	The DCSP shall maintain an inventory of all items that will be required on an ongoing basis.	Inventory	100% as per the inventory log maintained by DCSP. If necessary, UIDAI may consider enhancing the inventory based on its advisors inputs or audit recommendations	0.1% of the Monthly *Service Charge Payout for every non compliance on incremental basis.
Note – *Service Charge include DC Space Rental Charge, Environmental & Infrastructural Power charges				

6.5 Data Centre & Facility Audit

UIDAI may consider appointing auditors and other qualified professionals who would conduct, both scheduled and unscheduled (random & surprise) audits for the UIDAI Data Centres. These professionals would conduct periodic audits as per the schedule on a half yearly basis and at a random date and on multiple occasions, on a surprise basis, to confirm the DCSP compliance to the requirement spelt in the scope of work. Any non-compliance to the specifications would qualify for a penalty on the DCSP.

For every instance of non-compliance, including repetitions, penalty shall be applicable. The penalty would be levied on an additive basis and the accumulated total would be deducted from the payment due to the DCSP in the subsequent month.

The penalty shall be levied on an additive basis and the accumulated total would be deducted from the payment due to the DCSP in the month in which the audit/ surprise checks were conducted.

Requirement	Measurement	Penalty
CCTV Operations, Surveillance & Security	UIDAI or its appointed auditors/ professionals shall review a randomly selected sample of the CCTV records or the entire recording. The DCSP should be able to produce required records based on demand at any time of the year, month, day, hour or second.	.05% of the applicable reporting quarter's *Service Charge payout for every missing record/non compliance in any of the chosen or randomly selected sample on incremental basis.

Requirement	Measurement	Penalty
Fire Prevention, Detection & Suppression	UIDAI shall carry out surprise audits at any time both for the Data Centre Gas based System and/ or randomly select any Fire Extinguisher in the Data Centre. The DCSP is expected to maintain the gas levels as per refill specifications laid out for the Fire Management System and Fire Extinguishers. Suppression system	.05% of the applicable reporting quarter's *Service Charge payout for every non- compliance on incremental basis.
Implementation of recommendations of previous Half yearly infrastructure audit at Data Centre.	Implementation of recommendations given by the Infrastructure auditor and which have been agreed upon to be implemented by the DCSP & Purchaser 100% on time, for the recommendations agreed upon with the purchaser, to be implemented in the said quarter	.05% of the applicable reporting quarter's *Service Charge payout for every non- compliance for every non- compliance on incremental basis.

7 Issue Management

7.1 General

The process provides for an appropriate process towards orderly consideration and resolution of business and operational issues in the event of a desired consensus not reached between UIDAI and DCSP.

Implementing such a process at the commencement of services shall significantly improve the probability of successful issue resolution. It is expected that this pre-defined process will only be used on an exception basis, if issues are not resolved at operational levels.

7.2 Issue Management Procedures

- a. DCSP is expected to resolve problems on an immediate basis based on self detection, instrument indication or on the basis of UIDAI complaints.
- b. Whenever a problem is detected, it is the DCSP's responsibility to fix the problem based on the defined Service Level Agreement process and procedures.
- c. In case of a business or technology related problem for which a consensus is not arrived at, either UIDAI or DCSP may raise an issue by documenting the problem, covering a reasonably objective summary of both points of view, identifying the specific point/s of disagreement with possible solutions.
- d. UIDAI and DCSP will determine which committee or executive level should logically be involved in resolution. Management escalation is defined in Clause 9 of this document.
- e. A meeting or conference call will be conducted to resolve the issue in a timely manner, depending upon the type of problem. The documented issues will be distributed to the participants at least one day prior to the discussion if the issue is not an emergency requiring immediate attention.
- f. UIDAI and DCSP shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. DCSP shall then communicate the resolution to all concerned stakeholders.
- g. In case any problem/ issues still remain unresolved, the arbitration procedures described in the Contract shall be applicable.

8 Contractual Service Levels and its Change Control

8.1 General

DCSP shall note that the Contractual Service Levels would undergo changes based on UIDAI's business needs. Such changes may even be required in the negotiation stages and before the actual signing of the contract as well as during the contractual period. DCSP shall therefore note and comply with these change requests, if any, at the appropriate stage/ periods. The following procedures are stipulated in managing the changes:

- a. A process for negotiating changes to the SLA.
- b. An issue management process for documenting and resolving difficult issues.
- c. UIDAI and DCSP management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.

Any changes to the levels of service provided during the term of this Agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this SLA and, subsequently, the Contract.

If there is any conflict or lack of understanding between this document and the Contract, the Tender and its addenda, the terms stated in the Contract would supersede.

8.2 SLA Change Process

The parties may amend this SLA through mutual agreement in accordance with terms of this contract. Changes can be proposed by either party. **DCSP can initiate an SLA review with the UIDAI.**

The forum for negotiating SLA changes will be monthly reviews; however a separate review for SLA content can be planned based on mutually agreed timelines.

Unresolved issues will be addressed using the issue management procedure described in **Clause 7 of Section VII**. DCSP shall maintain and distribute current copies of the SLA document as stipulated by UIDAI. Additional copies of the current SLA will be made available at all times to authorized parties.

8.3 Version Control

All negotiated SLA changes will require re-versioning. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

9 Responsibilities of the Parties

9.1 DCSP

DCSP shall be responsible for completion of desired scope of work including design, executing the contract and delivering the services, while maintaining the specified performance targets on an ongoing basis. The DCSP is also responsible for:

- a. Management and Compliance of the Service Levels on an ongoing basis
- b. Reporting problems to UIDAI within the stipulated time
- c. Providing early warning of any organisational, functional or technical changes that might affect DCSP's ability to deliver the services.
- d. Assisting UIDAI to address and resolve issues on an ongoing basis.
- e. DCSP shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible

9.2 UIDAI

UIDAI shall be responsible for:

- a. Reporting defects and problems to the DCSP as soon as possible
- b. Assisting DCSP in management of the Service Levels
- c. Providing early warning of any organizational, functional or technical changes that might affect DCSP's ability to deliver the services
- d. Assisting DCSP to address and resolve issues from time to time

10 Penalties

Penalties would be applicable on the cost as stated in Clause 6, Section VII along with the following:

- a. Two quarterly deductions in a year is a case of alarm that the services are not up to the mark.
- b. Two consecutive quarterly deductions equal to or more than 25 % of the applicable fee on account of any reason will be deemed to be an event of default. Hence, UIDAI shall apply clauses of termination as per Section III - GCC. The consequences as provided in Section III - GCC shall follow.

11 Management Escalation Procedures

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lower management level. Implementing this procedure would mean that UIDAI and DCSP management are communicating at appropriate levels.

11.1 DCSP Contact detail for information

Location	Position	UIDAI representative with designation & contact details	DCSP representative with designation & contact details
.....	{MD/ CEO/ Director or equivalent}	Name:- Designation:- Office Tel. No.:- Mobile Tel. No.:- Email ID:-	Name:- Designation:- Office Tel. No.:- Mobile Tel. No.:- Email ID:-
	{Project Manager, Senior Manager or equivalent}	Name:- Designation:- Office Tel. No.:- Mobile Tel. No.:- Email ID:-	Name:- Designation:- Office Tel. No.:- Mobile Tel. No.:- Email ID:-

11.2 Escalation Procedure

Escalation shall be required on an exception basis and only if the issue resolution cannot be successfully achieved within a reasonable time frame.

- Either UIDAI or DCSP can initiate the procedure; the one who initiates it would be the 'Initiating Party'.
- The 'Initiating Party' shall notify the other party on the management escalation and furnish the necessary details to the Receiving Party.
- Management escalation will be defined as documented in the contact map.
- Escalation will begin at Level 1 and then to be taken to the next level till resolution to the problem is achieved.
- The contact map shall be as follows:-

Escalation Level	Position to whom escalated	UIDAI representative with contact details	DCSP representative with contact Details
Level 1	Project Manager		
Level 2	Project Director		
Level 3	Steering Committee		

12 Acceptance of SLA terms and its compliance

In Witness whereof, the parties hereto have caused this Service Level Management vide Tender No. **UIDAI/** _____ to be accepted and executed by their respective authorized representatives on ____ (day) of ____ (month), 2013.

For and on behalf of:

DCSP

Place: _____

Date: _____

Name: _____

Title: _____

Office Seal: _____

For and on behalf of:

Unique Identification Authority of India

Place: _____

Date: _____

Name: _____

Title: _____

Office Seal: _____