

GOVERNMENT OF INDIA
MINISTRY OF ELECTRONICS & INFORMATION TECHNOLOGY
UNIQUE IDENTIFICATION AUTHORITY OF INDIA
NEW DELHI

REQUEST FOR PROPOSAL



Data Centre Space to Co-Host UIDAI Services

RFP Number: T-11014/18/2017-Tech

Dated 08 December, 2017

Disclaimer

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
2. This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Purchaser and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.
4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the Purchaser. In case any major revisions to this RFP are made by the Purchaser within seven days preceding the last date of submission of the Proposals, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Purchaser nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

Table of Contents

1.	Section I – Invitation to Bid	7
1.1	Preamble	7
1.2	Schedule for Invitation to Bid	9
1.2.1	Important Dates	10
1.2.2	Other Details	12
1.3	Check list	13
1.3.1	Check List of Documents to Be Uploaded in the Pre-Qualification Bid i.e. Packet – 1 (Pre-Qualification Bid, Technical Bid).....	13
1.3.2	Check List of Documents to be Uploaded in Technical Bid i.e Packet – 1 (Pre-Qualification Bid, Technical Bid)	14
1.3.3	Check List of Documents be uploaded in the Commercial Bid i.e Packet -2 (Commercial Bid)	15
2.	Section II- Instruction to Bidders	16
2.1	Procedure for Submission of Bids	16
2.2	Cost of Bid Document	19
2.3	Bid Securing Declaration or EMD (Earnest Money Deposit).....	20
2.4	Contents of the Bid Document	22
2.5	Clarification of Bid Document	23
2.6	Amendment to the Bid Document.....	24
2.7	Language of Bids	24
2.8	Documents Comprising the Bids	24
2.9	Bid Prices.....	25
2.10	Firm Prices.....	25
2.11	Discount	25
2.12	Bidder Qualification	26
2.13	Period of Validity of Bids.....	26
2.14	Revelation of Prices.....	27
2.15	Terms and Conditions of Bidders	27
2.16	Local Conditions	27
2.17	Headings.....	27
2.18	Conditions for Pre-Qualification of Bidders	27
2.19	Last Date for Receipt of Bids	33
2.20	Modification and Withdrawal of Bids	33

2.21	Address for Correspondence	33
2.22	Opening of Bids by UIDAI	33
2.23	Clarification	34
2.24	Preliminary Examination	34
2.25	Contacting the UIDAI	35
2.26	Post Qualification	35
2.27	Criteria for Evaluation of Bids	35
2.28	UIDAI's Right to Vary Scope of Contract at the time of Award	37
2.29	UIDAI's Right to Accept Any Bid and to Reject Any or All Bids	37
2.30	Notification of Award (NOA)	37
2.31	Signing of Contract	37
2.32	Performance Bank Guarantee (PBG)	38
2.33	Confidentiality of the Document	40
2.34	Rejection Criteria	40
3	Section III - General Conditions Of Contract	42
3.1	Definitions	42
3.2	Application	43
3.3	Standards	43
3.4	Use of Contract Documents and Information	43
3.5	Patent Rights	44
3.6	Acceptance Tests	44
3.7	Incidental Services	45
3.8	Delivery	45
3.9	Period Of Contract	46
3.10	Payment schedule	46
3.10.1	One Time Cost	46
3.10.2	Colocation Space, Communication Room Space and Seating Cost	46
3.10.3	Bandwidth Cost	46
3.10.4	Electricity Cost	46
3.11	Currency of Payment	47
3.12	Change Orders	47
3.13	Contract Amendments	47
3.14	Assignment	47
3.15	Sub-contracts	48

3.16	Delays in the Vendor's Performance	48
3.17	Liquidated Damages.....	48
3.18	Termination for Default	49
3.19	Force Majeure.....	50
3.20	Termination for Insolvency	50
3.21	Termination for Convenience	51
3.22	Dispute Resolution.....	51
3.23	Governing Language	53
3.24	Applicable Law	53
3.25	Notices	53
3.26	Back-up Support.....	53
3.27	Firm price	53
3.28	Delivery	53
3.29	Deductions	54
3.30	Taxes and Duties	54
3.31	Insurance.....	54
3.32	"No Claim" Certificate	54
3.33	Continuing Support	54
3.34	Conflict of Interest	54
3.35	Delivery and Risk Purchase	55
3.36	Fall Clause	55
3.37	Indemnification and Limitation of Liability	56
3.37.1	General Indemnity	56
3.37.2	IPR Indemnity	56
3.37.3	Conditions for Indemnity.....	57
3.37.4	Risk Purchase.....	58
3.37.5	Limitation of Liability.....	58
3.37.6	Allocation of liability.....	59
3.38	Termination for Misrepresentations of facts.....	59
4	Section IV – Contents of Bids.....	61
4.1	Technical Bid	61
4.1.1	Bid Particulars	61
4.1.2	Technical Bid Letter	62
4.1.3	Design Layouts	64

4.2	Commercial Bid	65
4.2.1	Commercial Bid Letter	65
4.2.2	Cost Of Goods / Services Offered	67
5	Section V – Scope Of Work	71
5.1	Scope of Work	71
5.1.1	Co-hosting requirement	71
5.1.2	Area Requirement	72
5.1.3	Electrical requirement	72
5.1.4	Network requirement	73
5.1.5	Communication link between existing UIDAI Data Centres (Manesar and Hebbal) and proposed Data Centre	74
5.1.6	Building Management System & Data Centre Infrastructure Management	75
5.1.7	Seating Area	75
5.1.8	Miscellaneous	76
5.2	Services Levels	76
5.2.1	Implementation Phase related Performance Levels	77
	<i>** Bandwidth cost refers to total of Point to Point (P2P) Communication links</i>	
	<i>Yearly cost in Col (E) of Annex 4.2</i>	<i>78</i>
5.2.2	Operation Phase Related SLAs	78
5.3	Delivery Schedule	83
6	SECTION VI – Appendix	84
6.1	Appendix A – Contract	84
6.2	Appendix B – Performance Bank Guarantee	87
6.3	Appendix C – Bid Security /Earnest Money Deposit Form	90
6.4	Appendix D - Non-Disclosure Agreement	92
6.5	Appendix E –Data Centre Layout and Requirements for Each DC	96
6.5.1	Server Room Area	96
6.5.2	Communication Room Area	97
6.5.3	Office/Seating Area	98
6.5.4	Other requirements	98
6.6	Appendix F - Bid Securing Declaration Form	100
6.7	Appendix G – List of Documents Submitted	101

1. Section I – Invitation to Bid

1.1 Preamble

This invitation to bid is for providing “**Data Centre Space To Co-Host UIDAI Services at Mumbai/Navi Mumbai/Pune**”..

- a) Bidders are advised to study the Bid document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Offers/documents prepared in accordance with the procedures enumerated in **Clause 2.1** should be submitted to UIDAI not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 1.2.1.**
- b) Bidders are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in **Clause 2.1** should be submitted online only through CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 1.2.1.** Tenderer/Contractor are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’. Bid documents may be scanned with **100 dpi with black and white option** which helps in reducing size of the scanned document.

Manual bids will not be accepted.

- c) Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender

for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

- d)** Tenderer who has downloaded the tender from the UIDAI website www.uidai.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and Bid Securing Declaration will be executed/ EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.
- e)** Intending bidders are advised to visit again UIDAI website www.uidai.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- f)** The Hard Copy of original instruments in respect of cost of tender document, Bid Securing Declaration/ EMD, original copy of affidavits, certificate, etc must be delivered to the address as mentioned in the clause 1.2 on or before bid opening date/time as mentioned in critical date sheet. Tenderer may reject the bid for non-submission of payment instrument like DD, etc., against the submitted bid. The tender fee shall be non refundable.
- g)** Bids will be opened as per date/time as mentioned in clause 1.2. After online opening of Technical Bid the results of their qualification as well Commercial Bid opening date will be intimated later.
- h)** All Bids must be accompanied by Bid Securing Declaration or **EMD (Earnest Money Deposit) / Bid Security**.
- i)** The Pre-Qualification criteria for the bidders should be fulfilled for consideration of the bid.

1.2 Schedule for Invitation to Bid

a)	Name of the Purchaser	The Chief Executive Officer, Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India (GoI), 9 th Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001
b)	Name of the Contact Person for any clarification	Shri Rajeev M, Section Officer (Tech), Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India (GoI), 9 th Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001. Queries should be submitted via E-mail and followed by paper copy by post E-mail – sotech@uidai.gov.in
c)	Date till which the response to the bid should be valid	180 days from the date of opening of Pre-Qualification Bids.

1.2.1 Important Dates

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

Activity	Date
Published Date	08-12-2017 at 1800 Hrs
Pre-Bid Conference Time, Date, & Venue	<p>14-12-2017 at 1500 Hrs</p> <p>Venue : Conference Hall, 3rd Floor, Tower 2, Jeevan Bharti Building, Connaught Circus, Delhi.</p> <p>Note: A maximum of three representatives per Bidder would be allowed to participate. Bidders will have to intimate the details of the attendees at least 2 days prior to the scheduled date of the Pre-bid conference at the email ID : sotech@uidai.gov.in</p>
Submission of Clarification, if any	<p>15-12-2017 on or before 1700 Hrs</p> <p>All the queries should be received on or before the prescribed date & time, through email only with subject line as follows:</p> <p>“RFP for Data Centre Space to Co-Host UIDAI Services _Pre Bid Queries _<Bidder’s Name>”.</p> <p>The queries should be submitted as per the format prescribed in clause 2.5. The Pre-Bid queries to be sent at the following Email Id: sotech@uidai.gov.in</p>
Clarification / corrigendum to be uploaded on the CPP	<p>22-12-2017 at 1600 Hrs</p> <p>Note: Purchaser shall not be obligated to</p>

Portal	respond to any or all the queries. Purchaser may, at its sole discretion, choose to publish responses to the pre-bid queries and/or any corrigendum on Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) or may send the same through e-mail or any other means.
Bid Submission Start Date	23-12-2017 at 1000 Hrs
Bid Submission End Date	03-01-2018 at 1100 Hrs Proposals and supporting documents shall be signed, scanned and uploaded in the format and mode as provided for in the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) for this RFP. Documents should be signed by the authorized signatory of the Bidder.
Opening of Technical Bids	05-01-2018 at 1500 Hrs Venue: UIDAI HQ, New Delhi Note: A maximum of two representatives per bidder would be allowed to participate
Opening of Commercial Bids	Will be communicated later

Note: The above dates, time and venue may be altered by the Purchaser at its sole discretion after giving prior notice to the Bidders. Some of the information provided in the above table is further elaborated in the subsequent sections of this RFP and the information provided in the table and subsequent sections of this RFP are to be read in conjunction and are to be interpreted harmoniously.

1.2.2 Other Details

Area	Description
Method of Selection	L 1 determined through commercial bid
Availability of RFP Documents	Notice Inviting Tenders (NIT) would be available on Central Public Procurement Portal (URL: http://eprocure.gov.in/eprocure/app) and also on UIDAI.gov.in under Tender section
Tender Fee (Non-Refundable)	<p>INR 1,000/- by DD from a nationalised/scheduled bank in favour of Unique Identification Authority of India, payable at New Delhi</p> <p>(Original instruments to be submitted whereas Signed and scanned copy to be uploaded)</p> <p>Tender fee exempted for MSE/NSIC registered companies.</p>
Bid Securing Declaration or Earnest Money Deposit (EMD)	<p>INR 25 Lakh by Bank Guarantee (as per format attached in Appendix C)</p> <p>or</p> <p>Bid Securing Declaration (as per format in Appendix F)</p>
Submission of EMD and Tender fee (Physical hard copy submission)	Bidders shall submit Bid Securing Declaration / EMD and Tender Fee in a sealed envelope titled “Bid Securing Declaration / EMD and Tender Fee– RFP for Data Centre Space To Co-Host UIDAI Services” to the address as mentioned in clause 1.2 (b) before the bid submission end date.

Area	Description
	<p>Copy of Bid Securing Declaration/EMD and Tender Fee also needs to be uploaded on e-procure portal under the separate cover as provided above.</p> <p>If the Bid Securing Declaration/EMD and Tender fee are not received by the prescribed date and time, the Proposal submitted by the Bidder will be liable to be summarily rejected.</p>
Date and time for Opening of Commercial Bids.	To be intimated later
Language of Bid Submission	Proposals should be submitted in English only.
Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.

1.3 Check list

Please check whether following have been enclosed in the respective covers, namely, **Pre-Qualification Bid, Technical Bid and Commercial Bid**:

1.3.1 Check List of Documents to Be Uploaded in the Pre-Qualification Bid i.e. Packet – 1 (Pre-Qualification Bid, Technical Bid)

Details to be referred in clause 2.18.

S. No.	Pre-Qualification Condition	Details and description of Documents enclosed	Page No.
(i)	a) Submission and uploaded copy of EMD or Bid Securing Declaration b) Submission and uploaded copy of payment of Tender Document fee		

(ii)	Legal entity/Registration of company		
(iii)	Revenue from Data Centre Services		
(iv)	Registration Certificates		
(v)	Data Centre Facility		
(vi)	Bidder Capability		
(vii)	Projects Hosted		
(viii)	Data Centre Security Certification		
(ix)	Banning of Business		
(x)	Ownership of Data Centre		
(xi)	Appendix G for list of detailed documents submitted		
(xii)	Declaration for authorised signatory as mentioned in clause 2.12		

Important Note: Above list should be duly filled and uploaded.
Evaluation may not be undertaken in case this checklist is not attached

1.3.2 Check List of Documents to be Uploaded in Technical Bid i.e Packet – 1 (Pre-Qualification Bid, Technical Bid)

S. No.	Description	Details and description of Documents enclosed	Page No.
(i)	Technical Bid Letter (Clause4.1.2)		
(ii)	Server and Communication rooms layouts (Clause4.1.3)		
(iii)	Office Area Layout (Clause4.1.3)		
(iv)	Unpriced BoQ with Site Details (format as mentioned in BoQ_xxxx.xls but without any cost mentioned) (Clause4.2.2)		

Important Note: Above list should be duly filled and uploaded.
 Evaluation may not be undertaken in case this
 checklist is not attached

**1.3.3 Check List of Documents be uploaded in the Commercial Bid i.e
 Packet -2 (Commercial Bid)**

S. No.	Description	Whether Enclosed (Y/N)	Page No.
(i)	Commercial Bid Letter (Clause4.2.1)		
(ii)	Cost of Goods and Services offered (Annexure 4.2.2)		
(iii)	Filled Priced BoQ (excel file) with Site Details		

Important Note: Above list should be duly filled and uploaded

2. Section II- Instruction to Bidders

2.1 Procedure for Submission of Bids

- a) A two packet Bid System will be followed for this RFP which includes Pre-Qualification Bid, Technical Bid and Commercial Bid.

Packet-1 (Pre Qualification and Technical bid) having viz.

- Part I – Tender Fee + Bid Securing Declaration/EMD + Checklist with Y/N as mentioned in clause 1.3.1 + Documents as per check list
- Part II - Technical Bid Submission (Checklist with Y/N as mentioned in clause 1.3.2 + Documents as per check list)

Sequence of documents to be followed as per checklist and proper index to be provided

Packet-2 (Commercial Bid) having viz.,

- Financial Bid Submission (Checklist with Y/N as mentioned in clause 1.3.3 + Documents as per check list)
- Schedule of price bid in the form of BOQ_XXXX.xls

Sequence of documents to be followed as per checklists and proper index to be provided

- b) This RFP process will be administered through the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). The Bidders are required to submit soft copies of their proposals electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, preparing their proposals in accordance with the requirements defined in this RFP and submitting their proposals on the CPP Portal. More information for submitting the Bids online on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.

- c) The Bidders are required to enrol on the e-procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link. Enrolment on the CPP Portal is free of charge. As part of

the enrolment process, the Bidders will be required to choose a unique username and a password for their accounts. Upon enrolment, the Bidders will be required to register their valid digital signature certificate (Class II or Class III certificates with signing key usage) issued by any Certifying Authority recognized by the Controller of Certifying Authorities, India with their profile. Only one valid DSC should be registered by a Bidder. The DSC should be in the name of the person duly authorized by the Bidding entity to do all acts necessary for submitting the Proposal and execution of work under this RFP. The Bidders are responsible to ensure that only the authorised persons may use the DSCs. The Bidder then logs in to the site through the secured log-in process by entering the user ID / Password and the Password of the DSC / eToken.

- d) All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid. Failure to submit the Bid on time could cause a proposal to be rejected. The Purchaser will not accept delivery of the Bid by fax/e-mail or any other electronic/non-electronic means other than uploading on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>).
- e) There are various search options available on the CPP Portal to facilitate the Bidders to search active RFPs by several parameters. These parameters include RFP ID, organization name, location, date, value etc. There is also an option for advanced search for active RFPs, wherein the Bidders may combine a number of search parameters such as organization name, location, date, etc. to search for an RFP published on the CPP portal. Once the Bidders have selected the RFP they are interested in, they may download the required documents / RFP schedules. These RFP documents can be moved to the respective “My Tenders” folder. This will enable the CPP Portal to intimate the Bidders through SMS / e-mail in case there is any Corrigendum issued to the RFP document. The Bidder should make note of the unique RFP ID assigned to each RFP, in case they want to obtain any clarification / help from the Helpdesk.
- f) The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids.

- g) The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid. The Bid documents can generally be in the PDF/ XLS/ RAR formats. The Bid documents may be scanned with 100 dpi with black and white option.
- h) The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time will be as mentioned in the clause 1.2 of this RFP. The Bidder will not be allowed to submit the Bid after the Bid submission time. The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in this RFP. The Bidder shall furnish, as part of its Bid, Bid-Securing Declaration or an EMD amount as mentioned. In case of EMD, the Bidder has to select the payment option as “Offline” to pay the EMD as applicable and enter the details of the instrument. The Bidder shall seal the EMD envelope containing the original Bank Guarantee. The Bidder shall mark its name and RFP reference number on the reverse of the Bank Guarantee before sealing the same. The address of the Purchaser, Name and Address of the Bidder and the RFP Reference Number shall be marked on the envelope. The envelope shall also be marked with a sentence “NOT TO BE OPENED BEFORE THE DATE AND TIME OF PRE-QUALIFICATION BID OPENING”. If the envelope is not marked as above, the Purchaser will not assume any responsibility for its misplacement, pre-mature opening etc.
- i) A standard BoQ format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their financial Bids in the format provided and no other format will be acceptable. The BoQ format for this RFP can be downloaded from the CPP Portal.
- j) All the documents being submitted by the Bidders will be encrypted using PKI encryption techniques to ensure the secrecy of data. The data entered cannot be viewed by unauthorised persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured socket layer 128 bit encryption technology. Data storage encryption for sensitive fields is done. The uploaded Bid documents become readable only after the Bid opening by authorized Bid openers.

- k) Upon successful and timely submission of Bids, the portal will give a successful Bid submission message and a bid summary will be displayed with the Bid number and the date and time of submission of the Bid with all other relevant details.
- l) The Bidder is allowed to re-submit the Bid and related Bid documents before the last date of Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.
- m) The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.
- n) Any queries relating to this RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority and the relevant contact person indicated in this RFP. Any queries relating to the process of online Bid submission or queries relating to the CPP Portal in general may be directed to the 24*7 CPP Portal Helpdesk. The national toll free number for the helpdesk is 18002337315.

Bidders are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in clause 2.1 (a) should be submitted online only through CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 1.2.**

2.2 Cost of Bid Document

- 1 The Bidder is required to **pay fee of Rs.1,000/- (Rupees One Thousand Only)** in the form of a DD from a nationalised/scheduled bank in favor Unique

Identification Authority of India, payable at New Delhi. The Bid Document Fee is non-refundable.

- 2 The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation for the purposes of clarification of the bids, if so desired by the UIDAI. The UIDAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 3 The Indian bidders which are Micro and small enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization or concerned ministry or department or start up as recognized by Department of Industrial policy and promotion (DIPP) are exempted from payment of tender fee. In this case, the bidders must submit the copy of valid registration certificate.

2.3 Bid Securing Declaration or EMD (Earnest Money Deposit)

Bidder may submit either Bid Securing Declaration or EMD

2.3.1 Bid Securing Declaration

- a) The Bidders shall submit separate Bid Securing Declaration (As per Appendix F) along with copy of tender fee in a sealed envelope.
- b) Copy of the Bid Securing Declaration should be uploaded onto the CPP Portal and the hardcopy of the same shall be submitted as per guidelines mentioned in clause 2.1.
- c) In case the Bid Securing Declaration is not received by the stipulated time then the Purchaser reserves the right to summarily reject the proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
- d) The Bid Securing Declaration will be executed :

- If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
 - In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
 - During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- e) The decision of the Purchaser regarding execution of Bid Securing Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

2.3.2 Earnest Money Deposit (EMD)

- a) The Bidders shall submit an Earnest Money Deposit (EMD) of **Rs. 25,00,000/- (Rupees Twenty Five Lakh only)** along with copy of tender fee in a sealed envelope. EMD should be in form of bank guarantee and EMD in any other form will not be accepted.
- b) EMD must remain valid for at least 180 (One Hundred and Eighty) +45 days from the last date of bid submission date and the validity of the EMD should be extended in the event the last date of submission of the Proposal is extended.
- c) Copy of the EMD instrument should be uploaded onto the CPP Portal in the Bid Cover for EMD and the hardcopy of the same shall be submitted as per guidelines mentioned in clause 2.1.
- d) The EMD is required to protect the Purchaser against the risk of Bidder's conduct which may warrant EMD's forfeiture pursuant to the instances mentioned in clause (i) below.
- e) The Indian bidders which are Micro and small enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization or concerned ministry or department or

start up as recognized by Department of Industrial policy and promotion (DIPP) are exempted from payment of EMD. In this case, the bidders must submit the copy of valid registration certificate.

- f) EMDs of all unsuccessful Bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the awards of contract.
- g) The EMD of the successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format as specified in this RFP) by the successful Bidder.
- h) In case the EMD is not received by the stipulated time then the Purchaser reserves the right to summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
- i) The EMD may be forfeited:
 - If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
 - In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
 - During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- j) The decision of the Purchaser regarding forfeiture of the EMD shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

2.4 Contents of the Bid Document

- 1 The Schedule of Requirements of the Goods/Services required, Bid procedures and contract terms are prescribed in the Bid Document. In addition to the Pre-Qualification Bid and Section I – Invitation to Bid, the Bid Document includes:

- a) Section II – Instructions to Bidders;
 - b) Section III- General Conditions of Contract;
 - c) Section IV – Contents of the Bid
 - i. Technical Bid
 - ii. Commercial Bid
 - d) Section V- Scope of Work;
 - e) Section VI- Appendix
 - i. Contract Form (Appendix A)
 - ii. Proforma of Bank Guarantee (Appendix B)
 - iii. Proforma for Bid Security/Earnest Money Form (Appendix C)
 - iv. Non-Disclosure Agreement (Appendix D)
 - v. Data Centre layout and requirement of DC (Appendix E)
 - vi. Bid Securing Declaration form (Appendix F)
- 2 The Bidder is expected to examine complete bid document including all instructions, forms, general terms & conditions, and Schedule of requirements in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect, or submission of a conditional bid will be at the Bidder's risk and may result in the rejection of the Bid.

2.5 Clarification of Bid Document

- 1 A prospective Bidder requiring any clarification of the Bid Document may notify the UIDAI in writing at the UIDAI's mail address indicated in clause 1.2. The queries must be submitted over mail in filled excel as below:

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

- 2 The UIDAI will respond, to request for clarifications of the Bid Document, received not later than the date prescribed by the UIDAI in clause 1.2.1 of this Bid document.

2.6 Amendment to the Bid Document

- 1 At any time prior to the last time and date for receipt of bids, the UIDAI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- 2 The amendment will be notified by UIDAI which will be binding on all bidders.
- 3 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the UIDAI may, at its discretion, extend the last date for the receipt of Bids.

2.7 Language of Bids

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

2.8 Documents Comprising the Bids

- 1 The Bids prepared by the Bidder shall comprise of the following components:
 - a) Pre-Qualification Bid
 - b) The Technical Bid
 - c) The Commercial Bid

2.9 Bid Prices

- 1 The Bidder shall indicate in the proforma prescribed at clause 4.2.2, the unit cost and total Bid value of the Goods/ Services, it proposes to provide under the Contract.
- 2 The unit cost quoted in the above mentioned proforma will be used to calculate cost for 'change orders', if any.
- 3 In the absence of any information, as requested above, a bid may be considered incomplete and summarily rejected.
- 4 The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the study of the bill of material in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document.

2.10 Firm Prices

- 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 Annexure 4.2.2 of Section IV enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- 2 The Commercial bid should clearly indicate the price to be charged and should include all taxes, fees and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in Annexure 4.2.2 of Section IV.
- 3 Any change in taxes will be adjusted accordingly in the payment structure.

2.11 Discount

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

2.12 Bidder Qualification

- 1 The "Bidder" as used in the Bid documents shall mean the one who participate in the bid process. The Bidder may be either the Constituted attorney of the company or 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, be furnished and signed by the Bidder.

- 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 of the company.

OR

 - b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company.

The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued.

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

UIDAI may out rightly reject any bid not supported by adequate proof of the signatory's authority

2.13 Period of Validity of Bids

- 1 Bids shall remain valid for 180 days after the date of opening of Pre-Qualification and Technical Bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.

- 2 In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of Bid Securing Declaration /EMD provided under Clause 2.3 shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

2.14 Revelation of Prices

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

2.15 Terms and Conditions of Bidders

- 1 Printed terms and conditions of the Bidders will not be considered as forming part of their Bids.
- 2 The Bidder should note that any deviation (s) or non-compliance will lead to rejection of bid.

2.16 Local Conditions

- 1 It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the value.
- 2 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 UIDAI shall not entertain any request for clarification from the Bidder regarding such local conditions
- 3 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 what so ever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the UIDAI and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the UIDAI on account of failure of the Bidder to appraise themselves of local laws/condition.

2.17 Headings

Headings of conditions hereto shall not affect the construction thereof.

2.18 Conditions for Pre-Qualification of Bidders

The copy of bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. **The authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, including un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.**

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

The relevant sections shall be highlighted in the document attached.

#	Parameter	Pre-qualification criteria Description	Evidence required
1.	Document	Bid Securing Declaration/EMD and Tender Document Fee is submitted in original	Tender fee and Bid Securing Declaration/Bank Guarantee for EMD The bidder may claim exemption from submission of Tender fee and EMD as mentioned in clause 2.2 and clause 2.3. In this case, the bidder must upload copy of valid registration certificate.
2.	Legal Entity/Registration of Company	Bidder shall be A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto.	Copy of Certificate of Incorporation OR Copy of Registration Certificates

#	Parameter	Pre-qualification criteria Description	Evidence required
3.	Revenues from Data Centre Services	The bidder should have minimum annual turnover of Rs 50 Crore from Data Centre services in each of the last 3 financial years (FY 2014-15, 2015-16, 2016-17)	<p>Audited financial statements for the last three financial years.</p> <p>In case, the turnover on account of Data Centre services is not mentioned separately in the audited financial statements, the bidder shall provide a certificate from statutory auditor/ Company Secretary/ Chartered Accountant stating the turnover from Data Centre related Services, duly attested by company's authorized signatory.</p>
4.	Registration certificates	The Bidder must be registered with appropriate authorities for all applicable statutory duties/ taxes and comply with all taxation norms	Self-certificate undertaking on company's letter head duly signed by company's authorized signatory that on the date of bid submission the company is complying all statutory duties/ taxation norms of India and possesses all necessary certificates to this effect.

#	Parameter	Pre-qualification criteria Description	Evidence required
5.	Data Centre Facility	<p>Data Centre offered shall conform to Uptime Tier III* or above or TIA-942 Rated 3* or above guidelines/standards</p> <p>* For implementation or operations or both</p>	<p>Bidder to provide certificate on their company letter head mentioning that Data Centre offered conforms to Uptime Tier III* or above or TIA-942 Rated 3* or above guidelines.</p> <p>In addition bidder to submit the specialist auditor's certificate stating that data center conforms to Uptime Tier III* or above or TIA-942 Rated 3* or above guidelines/standards</p> <p>* For implementation or operations or both</p>
6.	Bidder Capability	<p>The bidder should currently have Data Centre colocation space of cumulative 5,000 sq. feet for commercial use. It shall be IT operational. Data centre shall conform to Uptime Tier III* or above or TIA-942 Rated 3* or above guidelines/standards</p> <p>* For implementation or operations or both</p>	Self-certificate undertaking on company's letter head.
7.	Projects hosted	The bidder should have hosted data center colocation space for minimum of 2 customers and each	The bidder must provide the following documents for each of the two customers:

#	Parameter	Pre-qualification criteria Description	Evidence required
		<p>customer availing continuously atleast 250 sq. feet DC space (IT operations area) for a period of atleast twelve (12) months in past on the last day of previous month of opening of bid .</p> <p>Both hosting shall be for Data centre which conforms to Uptime Tier III* or above or TIA-942 Rated 3* or above guidelines/standards</p> <p>* For implementation or operations or both</p>	<p>a) Copy of work order or purchase order showing that the cohosting service was provided continuously for atleast twelve (12) months in past on the last day of previous month of opening of bid and that area availed by the customer was atleast 250 sq. feet</p> <p>b) Certification from Statutory Auditor/ Company Secretary/ Chartered Accountant of bidder, about both customers mentioning that</p> <p>(i) Data centre co hosted to customer (name of customer and address along with contact details) conforms to Uptime Tier III* or above or TIA-942 Rated 3* or above guidelines/standards</p> <p>(ii) Co hosting commenced at Data centre on.....</p>

#	Parameter	Pre-qualification criteria Description	Evidence required
			<p>and it is under active contract on the last date of previous month of bid submission date</p> <p>(iv) Area of hosted space (IT operations) of customer is more than 250 sq. feet.</p> <p>This certificate shall be countersigned by authorized signatory.</p>
8.	Data Centre Security Certificate	Submission of copy of ISO 27001 or BS7799 Certificate for the proposed Data Centre site, valid as on the date of Bid submission.	Self-attested copy of the Certificate signed by Company Authorized signatory
9.	Blacklisting of Business	The bidder should not be banned from carrying out business either with the entire Central Government of India or the Ministry of Electronics & IT, Govt. of India or the UIDAI at the time of the submission of the bid. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder	Self-certificate/ undertaking on company's letter head duly signed by company's authorized signatory.
10	Ownership of Data Centre	The bidder must be the owner of the proposed Data Centre or in case of leased premises, an unexpired	Self-certified letter undertaking to this effect on company's letter head signed by company's

#	Parameter	Pre-qualification criteria Description	Evidence required
		lease period must be for 10 years from the last date of previous month of closing date of bid submission.	authorized signatory.

2.19 Last Date for Receipt of Bids

- 1 Bids will be uploaded on the portal not later than the time and date specified in clause 1.2.1. After the prescribed time, the option for uploading of documents will not be there on the portal.
- 2 The UIDAI at its discretion, may extend the last date for the receipt of bids, by amending the Bid Document, in which case all rights and obligations of the UIDAI and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

2.20 Modification and Withdrawal of Bids

- 1 The Bidder may modify or withdraw its bid after the Bids' submission on the portal till last date of submission.
- 2 No option will be there to modify the bid subsequent to the last date and time for receipt of bids.
- 3 No bid may be withdrawn in the interval between the last date and time 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 shall result in the Bidder's forfeiture of its EMD/execution of Bid Securing Declaration.

2.21 Address for Correspondence

All correspondence by UIDAI shall be made to the details provided in the clause 4.1.1 of the bid document.

2.22 Opening of Bids by UIDAI

- 1 On the basis of information furnished in the Pre-Qualification Bid, Bidders will be pre-qualified. The bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation.

- 2 Bids of only pre-qualified Bidders will be taken up for further evaluation.
- 3 The UIDAI will open the Bids, in the presence of the representatives (not more than two representatives per bidder) of the Bidders who choose to attend, at the time, date and place, as mentioned in clause 1.2 of this Document.
- 4 The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite EMD/Bid Securing Declaration and such other details as the UIDAI, at its discretion, may consider appropriate will be announced at the bid opening.

2.23 Clarification

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

2.24 Preliminary Examination

- 1 The UIDAI will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required EMD/Bid Securing Declaration has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 2 Arithmetical errors will be rectified on the following basis.
If there is a discrepancy between the unit cost and the total cost that is obtained by multiplying the unit cost and quantity, the unit cost shall prevail and the total cost shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is discrepancy between words and figures, the amount in words will prevail.
- 3 A bid determined as not substantially responsive will be rejected by the UIDAI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 4 The UIDAI may waive any minor infirmity or minor nonconformity or minor irregularity in bids submitted by bidders which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. Decision of evaluation committee shall be final and binding on bidders.
- 5 In case of submission of conditional bid by bidder and if bid has not been rejected or no clarification or query or confirmation of acceptance of

conditions has been explicitly sought/rendered by UIDAI, such case(s) would mean that no cognizance of the condition(s) set forth by bidder in the bid has/have been taken by UIDAI/purchaser and these conditions have been rejected by UIDAI/purchaser. If bidder happens to be successfully lowest no cognizance of these conditions shall be taken by UIDAI/Purchaser and bidder shall not have any right to press for inclusion of these conditions in the contract/LOI.

2.25 Contacting the UIDAI

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

2.26 Post Qualification

- 1 The UIDAI will determine to its satisfaction whether successful bidder is qualified to satisfactorily perform the Contract.
- 2 This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities. It will be based upon an examination of the documentary evidence submitted by the Bidder as per document sought in the bid document as well as such other information as the UIDAI deems necessary and appropriate.
- 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 even the UIDAI will proceed to the next lowest bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

2.27 Criteria for Evaluation of Bids

- 1 To meet the UIDAI's requirements, as spelt out in the Bid Document, the bidder must have the requisite experience in providing Data Centre Cohosting Services, the technical know-how, and the financial wherewithal that would be required to successfully setup the required infrastructure and provide the Goods/Services sought by the UIDAI, for the entire period of the contract. The evaluation process of the Bid proposed to be adopted by the UIDAI is indicated below so as to provide the Bidders an idea of the evaluation process that the

UIDAI may adopt. Any time during the process of evaluation the UIDAI may seek specific clarifications from any or all Bidders.

2 Phase I: Evaluation of Pre-Qualification and Technical Bids

Technical Bids will be opened in the presence of representatives of the Bidders (not more than two representatives per bidder) who choose to be present as per the date and time indicated by the UIDAI. A detailed evaluation will be subsequently carried out by the committee of UIDAI officers. Evaluation of Technical bid is subject to meeting all pre qualification criteria.. In this phase, the Technical Bids will be reviewed for compliance of the Bid requirements with reference to the responses to the technical requirements given in Section IV and schedule of requirements of this Bid Document (Section V). Technical Bids which meet the above mentioned criteria will be eligible for consideration in the subsequent rounds. If required, the UIDAI may seek specific clarifications from any or all Bidder(s) at this stage or committee of officers may also visit the premises of the proposed Data centre of bidder. The UIDAI shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s) or based on the visit. Technical bid shall also contain unpriced BoQ as per clause 4.2.2 (without any cost mentioned)

3 Phase II: Evaluation of Commercial Bids

In this phase, the Commercial Bids of the Bidders, who are technically qualified in Phase I, shall be opened. The Commercial Bid should contain the total price, of all Goods/ Services, comprising of all items as mentioned in Annexure 4.2.2 of Section IV, proposed to be charged by the Bidder.

- 4** UIDAI will award Contract to the successful Bidder whose bid has been determined to be technically qualified and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The UIDAI will however not bind itself to accept the lowest evaluated bid or any bid and reserves the right to accept or reject any bid, wholly or in part. **The tender will be evaluated as a package of all the components in Commercial Bid (4.2.2 of Section IV).**

- 5 In case any item included in Annexure 4.2.2 is not quoted by the Bidder, the bid would be rejected as non-responsive.

2.28 UIDAI's Right to Vary Scope of Contract at the time of Award

- 1 **Subject to mutual agreement**, the UIDAI may at any time **before issue of NoA**, by a written order given to the successful bidder/ Vendor pursuant to Clauses in Section III, can make changes within the general scope of the Contract.

The UIDAI shall reserve the right, not to purchase all Goods/Services quoted by the successful bidder/ Vendor in this bid. **UIDAI also reserve the right, not to purchase partial Goods/Services as per mutual agreement with successful bidder/vendor before issue of NoA.**

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

The UIDAI reserves the right to accept any or all bids, and to annul the Bid process and reject any or 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 UIDAI's action.

2.30 Notification of Award (NOA)

- 1 UIDAI will notify through Notification of Award (NOA) the successful Bidder in writing by letter or by email, to be confirmed in writing by letter, that its bid has been accepted. Within 10 days of receipt of this NOA, the successful bidder has to render his acceptance of notification of this award.
- 2 The date of acceptance of Notification of award by the bidder will constitute the formation of the Contract.
- 3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 2.32, the UIDAI will promptly notify each unsuccessful Bidder and will discharge their EMD/Bid Securing Declaration.

2.31 Signing of Contract

1. At the same time as the UIDAI notifies (NOA) the successful Bidder that its bid has been accepted, the UIDAI will send the successful bidder the Contract

Form (Appendix A of Section 6.1 provided in the Bid Document, incorporating all agreements between the parties).

2. Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI.

2.32 Performance Bank Guarantee (PBG)

- 1 Within 15 days of the receipt of notification of award of the contract from the purchaser, the successful Bidder shall furnish the PBG as per format prescribed in Appendix B of clause 6.2
- 2 Failure of the successful Bidder to submit the PBG within 15 days shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD /execution of Bid Securing Declaration, in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids.
- 3 This Performance Bank Guarantee will be for a total amount equivalent to 7% of contract value. Multiple PBGs of different validity shall be submitted which are as below where T_0 is date of issue of LoI/NOA
 - a) PBG 1 – 1% of contract value having validity till T_0+1 years and 5 months. However, PBG should remain valid for 60 days beyond first year contractual obligations.
 - b) PBG 2 – 1% of contract value having validity till T_0+2 years and 5 months. However, PBG should remain valid for 60 days beyond second year contractual obligations.
 - c) PBG 3 – 1% of contract value having validity till T_0+3 years and 5 months. However, PBG should remain valid for 60 days beyond third year contractual obligations.
 - d) PBG 4 – 1% of contract value having validity till T_0+4 years and 5 months. However, PBG should remain valid for 60 days beyond fourth year contractual obligations.
 - e) PBG 5 – 1% of contract value having validity till T_0+5 years and 5 months. However, PBG should remain valid for 60 days beyond fifth year contractual obligations.
 - f) PBG 6 – 1% of contract value having validity till T_0+6 years and 5 months. However, PBG should remain valid for 60 days beyond sixth year

contractual obligations.

- g) PBG 7 – 1% of contract value having validity till T_0+7 years and 5 months. However, PBG should remain valid for 60 days beyond seventh year contractual obligations.

- 4 PBG shall be invoked by UIDAI in the event the successful bidder/ vendor:
 - i. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of UIDAI,
 - ii. Misrepresentations of facts/information submitted to UIDAI.
- 5 The performance bank guarantee may be discharged/returned by UIDAI upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- 6 In the event of the successful bidder being unable to service the contract for whatever reason, UIDAI would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of UIDAI under the contract in the matter, the proceeds of the PBG shall be payable to UIDAI as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. UIDAI shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.
- 7 UIDAI shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 8 In case the project is delayed beyond the project schedule as mentioned in clause 5.3, the performance bank guarantee shall be accordingly extended.
- 9 On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate will be issued and the PBG will be returned to the successful bidder, after 60 days of contractual obligations date.

2.33 Confidentiality of the Document

- 1 Bidder is required to furnish an undertaking that anything contained in this Bid Document shall not be disclosed in any manner by submitting NDA as per Appendix D which may be submitted at the time of the signing of the contract.
- 2 Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of manufacturing the articles and the bidder shall not use any such information to make any similar article or part thereof for any other purpose.

2.34 Rejection Criteria

1 Technical Rejection Criteria

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

- i. Only the Bidders who quote for the complete Scope of Work and Supply of Goods/Services as indicated in this Bid Document, addendum thereof (if any) and any subsequent information given to the Bidder shall be considered. Incomplete bids will be rejected outright. Evaluation will be carried out for the total scope of work covered in the Bid document.
- ii. The Bidder shall be deemed to have complied with all clauses in the Bid document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, Technical specifications, Timelines and General Terms and Conditions of Contract. Evaluation will be carried out on the information available in the bid.
- iii. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process the bid will be rejected and Bid Securing Declaration will be executed/EMD will be forfeited.
- iv. Bid Securing Declaration will be executed/EMD will be forfeited in case of any breach of Confidentiality clause.

2 Commercial Rejection Criteria

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

- i. Any commercial quote, if found in any part of the bid other than commercial bid, will lead to disqualification of bidder and his bid shall be rejected outright.
- ii. Offers of following kinds will be rejected:
 - a) Offers made without Bid Securing Declaration/EMD.
 - b) Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening of bid.
 - c) Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
 - d) Offers which do not conform to UIDAI's price bid format
 - e) Offers which do not confirm to the completion period indicated in the bid.
- iii. Total lump sum value quoted by the Bidder must be inclusive of all taxes, etc.

3 Section III - General Conditions Of Contract

3.1 Definitions

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

1. **"UIDAI"** means the Unique Identification Authority of India.
2. **"The Purchaser/Purchaser"** means the Unique Identification Authority of India acting through CEO or any other representative authorized by the Unique Identification Authority of India.
3. **"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.
4. The **"Contract"** means the agreement entered into between the Purchaser and the Vendor as recorded in the Contract Form signed by the Purchaser and the Vendor, including all attachments and annexes thereto and all documents incorporated by reference therein.
5. The **"Vendor"** means the person or the firm or the company with whom the order of or the Procurement of the Goods/Services is placed and shall be deemed to include the Vendor's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
6. **"The Contract Value"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations; this excludes electricity cost which is payable on actuals
7. **"The Goods"** mean all of the equipment, hardware, software, machinery, accessories and/or other material which the Vendor is required to supply/provision to the Purchaser under the Contract;
8. **"Service"** means services ancillary to the supply of the Goods, such as data center space, electricity, cooling requirement in DC, BMS, etc , and any other incidental services, such as installation, acceptance, support, provision of technical assistance, training and other obligations of the Vendor covered under the Contract;
9. **"Acceptance of Bid"** means the letter/telex/telegram/fax/email or any memorandum communicating to the successful bidder/ Vendor the acceptance of his Bid and includes an advance acceptance of his Bid.

10. **“Supply”** means once the purchaser issues a Purchase Order, the successful bidder has to supply the goods and services within stipulated time.
11. **“Acceptance”** –It is acceptance of Data Centre Co Hosting services (space, power, cooling, bandwidth, etc) by UIDAI after provisioning of services by DC provider for contract duration. Acceptance is the verification of services provided by successful bidder under test/production conditions and verifying the expected results by Purchaser or its representatives. The components and its performance will be validated against the minimum specifications and requirements in the RFP.
12. **“ATTR”** mean Acceptance Test Readiness Report that will be submitted by the vendor within stipulated timelines before start of Acceptance tests by the purchaser.
13. MSP means Managed Service Provider (M/s HCL Infosystems Ltd.)

3.2 Application

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

3.3 Standards

1. The Goods and services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution.

3.4 Use of Contract Documents and Information

1. The Vendor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Vendor in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as it may be necessary for purposes of such performance.
2. The Vendor shall not, without the Purchaser's prior written consent, make

use of any document of information enumerated in clause 2.4 except for purposes of performing the Contract.

3. Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Vendor's performance under the Contract, if so required by the Purchaser.

3.5 Patent Rights

The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from the use of the Goods and services or any part thereof.

3.6 Acceptance Tests

1. The vendor shall be responsible for provisioning of all services mentioned in scope of work (section V) for data centre co-hosting services at successful bidder/vendor proposed site to UIDAI.
2. The successful bidder/vendor should prepare and submit a detailed implementation plan with mapping of infrastructure at the proposed site including following parameters:
 - a. Placement of Racks
 - b. Meeting Cooling requirements
 - c. Network interfaces requirement
 - d. Adequate Power and Backup requirement
 - e. Reporting and other system requirements for generation of SLA
 - f. Failover mechanism for links
3. On approval of implementation plan by UIDAI the successful bidder/vendor shall implement the solution and offer for testing.
4. Acceptance process will start once the equipment in the racks are commissioned within 15 days after offer of site readiness by the successful bidder/vendor
5. Acceptance will only be provided after testing of all services provided by the successful bidder/vendor has been completed within 30 days.
6. The successful bidder/vendor will have to facilitate the Acceptance Tests to be performed by UIDAI or its authorized representative/ agency; however

successful bidder/vendor will have to facilitate Acceptance during commissioning equipment in racks and ascertain whether the system/services (or major component or Subsystem[s]) provided by successful bidder/vendor conforms to the scope of work.

7. UIDAI will notify the successful bidder/vendor of any deficiencies or other reason for the failure of the Acceptance Tests if any.
8. Once deficiencies have been addressed, the successful bidder/vendor shall inform UIDAI, and UIDAI, with the full cooperation of the successful bidder/vendor, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Acceptance Tests, UIDAI will provide its acceptance, or shall notify successful bidder/vendor of further deficiencies, or other reasons for the failure of the Acceptance Test. If the cumulative time taken by successful bidder to rectify the issue discovered during the acceptance phase is more than 15 days then the applicable penalty/Liquidation damages will be levied.
9. If the System or Subsystem fails to pass the Acceptance Test(s) even after 3 unsuccessful attempts, then UIDAI may consider terminating the Contract and if the Contract is terminated the Performance Bank Guarantee (PBG) will be forfeited.

3.7 Incidental Services

1. The vendor shall be required to provide any or all of the following services without any additional cost to UIDAI:
 - i) Installation, testing and support in respect of supplied goods and services.
 - ii) Performance or supervision of on-site assembly and start-up of the Goods;
 - iii) Furnishing of tools required for assembly and start-up of the Goods;
 - iv) Furnishing of detailed operations and maintenance manuals for each appropriate unit;
 - v) Other obligations of the Vendor covered under the Contract.

3.8 Delivery

Delivery of the Goods and services shall be made by the Vendor in accordance

with the terms specified by the Purchaser in this RFP.

3.9 Period Of Contract

1. This contract for “Data Centre Space to Co-Host UIDAI Services” shall be valid for a total period of 7 (Seven) Years from date of acceptance of Notification of award by the successful bidder(s) as per clause 2.30 of section II of RFP. The purchaser may extend the contract upto further 2 years on same terms and conditions of this contract at the sole discretion of the Purchaser. The rate for such extension will be annual recurring cost payable to vendor.
2. Notwithstanding the provision of Clauses mentioned above, the period of Contract shall be valid subject to the satisfaction of the Purchaser.

3.10 Payment schedule

The payment terms are as follows:

3.10.1 One Time Cost

Onetime payment as mentioned in section 4.2.2 will be paid after acceptance of site by UIDAI.

3.10.2 Colocation Space, Communication Room Space and Seating Cost

Yearly colocation, communication room and seating space cost will be paid in equal quarterly installments after completion of quarter starting from acceptance by UIDAI.

3.10.3 Bandwidth Cost

Yearly bandwidth cost will be paid in equal quarterly installments after completion of quarter starting from Acceptance by UIDAI.

3.10.4 Electricity Cost

Electricity Cost on actual (to be determined through formula as mentioned in 4.2.2) will be paid after end of each quarter starting from acceptance of site. Relevant electricity bills and power consumption details to be provided along with invoice.

3.11 Currency of Payment

Payment shall be made in Indian Rupees only.

3.12 Change Orders

1. The Purchaser may at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:
 - i) drawings, designs or specifications, where Goods/services to be furnished under the Contract are to be specifically provisioned for the Purchaser;
 - ii) the Services to be provided by the Vendor.
2. If any such change causes an increase or decrease in the value, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or delivery schedule, or both, and the Contract shall accordingly be amended.
3. UIDAI reserves the right to increase the colocation space, power, bandwidth, etc requirements of upto 100% of the requirements mentioned in the RFP . UIDAI may also decrease the quantity/requirements by 50% at its sole discretion. In case of any increase/ decrease in quantities/requirements of any service/component, unit rate for service/component indicated in the contract will be applicable.

3.13 Contract Amendments

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

3.14 Assignment

The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, to other party, except with the Purchaser's prior written consent. The permission, if any, of the purchaser has to be taken within 15 days of award of the contract.

3.15 Sub-contracts

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

3.16 Delays in the Vendor's Performance

1. Delivery of the Goods and performance of Service shall be made by the Vendor in accordance with the Timelines specified by the Purchaser in Clause 5.3.
2. An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.
3. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the goods and performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the parties. If the vendor request to delay the delivery of goods and performance of services is not found acceptable to the purchaser, Clause 3.18 would be invoked.

3.17 Liquidated Damages

1. If the successful bidder/vendor fails to deliver any or all of the Goods or Services or to perform the Services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Value, as liquidated damages, an amount as mentioned in clause 5.2. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.18.
2. During the contract period, if the successful bidder/vendor fails to rectify, the defect in services provided by vendor within time period specified in clause 5.3 and the target timelines specified in clause 5.2 from the date and time of reporting, Purchaser shall without prejudice to its other remedies

under the Contract, deduct from the Contract Value, as liquidated damages, a sum mentioned in clause 5.2. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.18.

3. The overall liquidated damages will be maximum of 10% of the Contract value of the respective DC where LD is applicable.
4. If the liquidated damages amount of any quarter is more than the quarterly bill due to the vendor, amount will be deducted from the subsequent quarterly bills. However, if the liquidated damages amount is not recoverable from the pending dues to the vendor, in that case, same shall be recovered from encashing PBG, if required.

3.18 Termination for Default

1. Purchaser shall provide notice of thirty (30) days to meet the services
2. Where an event of default subsists or remain uncured after 30 days of notice to vendor to resolve, the Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part:
 - (i) If the Vendor fails to provision any or all of the Goods/Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 3.16;
OR
 - (ii) If the Vendor fails to perform any other obligation(s) under the contract.
3. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar Goods including the efforts of the Purchaser for such arrangement. However, the Vendor shall continue performance of the Contract to the extent not terminated.

3.19 Force Majeure

1. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods and services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
2. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
3. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
4. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the country shall be a sufficient proof of commencement and cessation of the above circumstances.
5. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods and services received.

3.20 Termination for Insolvency

The Purchaser may at any time terminate the Contract without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

3.21 Termination for Convenience

1. The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of 90 days. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. However, there will not be any termination by convenience for first one year after signing of the contract.

3.22 Dispute Resolution

1. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.
2. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
3. The Arbitration proceedings shall be held in New Delhi, India.
4. The Arbitration proceeding shall be governed by the substantive laws of India.
5. The proceedings of Arbitration shall be in English language.
6. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act

as Presiding Arbitrator.

7. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed / made, shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.
8. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.
9. It is a Scope of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
10. It is also a Scope of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
11. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
12. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
13. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
14. 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.

3.23 Governing Language

The Contract shall be written in the English language. Subject to Clause 3.24, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

3.24 Applicable Law

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

3.25 Notices

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

3.26 Back-up Support

Vendor shall furnish details of the back-up engineering and systems support that will be available to the Purchaser. Vendor shall provide the necessary back up support to maintain the desired SLAs.

3.27 Firm price

Refer clause no. 2.10

3.28 Delivery

The goods and services are to be provisioned as per schedule specified at clause 5.3.

3.29 Deductions

Payments shall be subject to deductions of any amount, for which the Vendor is liable under the agreement against this Bid.

3.30 Taxes and Duties

1. The Vendor shall be entirely responsible for all taxes, duties, license fees, demurrage charges etc., incurred until provisioning of good and services to the Purchaser. If there is any reduction/increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/vendor.
2. Any tax will be reimbursed by UIDAI only after submission of the proofs of payment of the same.

3.31 Insurance

The Goods and services supplied under the Contract shall be fully insured by the Vendor against loss or damage incidental to storage, operations, etc throughout the contract duration. Cost of insurance is deemed to be included in quoted value of the goods and services.

3.32 "No Claim" Certificate

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

3.33 Continuing Support

The Vendor shall provide adequate and appropriate support and participation, on a continuing basis, in providing all services to meet the requirements.

3.34 Conflict of Interest

The bidder should not have any Conflict of Interest that may affect selection of

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

3.35 Delivery and Risk Purchase

1. The time and the date of delivery of the goods and services as specified in Section V of this RFP shall be deemed to be the essence of the contract and delivery must be completed as per schedule specified at clause 5.3.
2. The vendor shall provide the goods and services at the place specified as per the Acceptance of Bid.
3. The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the goods and services as specified in Section V of this RFP at the risk and cost of Contractor after giving due notice to the vendor even before completion of the contractual delivery schedule if it becomes apparent that vendor will not be able to fulfill the contractual obligations. In case the vendor fails to complete the supply of goods and services or a portion thereof within the contractual delivery schedule, the Purchaser has the right to purchase the goods and services or a portion thereof at the risk and cost of vendor.
4. In the event of cancellation of the contract by Purchaser at the risk and cost of the vendor, the vendor shall be liable for any loss which the Purchaser may sustain on account of risk purchase but the vendor shall not be entitled to any gain on such purchase made against such default. The manner and method of such purchase shall be at the entire discretion of the Purchaser, whose decision will be final.

3.36 Fall Clause

The following fall clause will form part of the contract placed on successful Bidder:–

- a) The prices charged for services provided under this contract by the successful bidder shall in no event exceed the lowest price at which the successful bidder sells Services or offers to sell Services of identical description and in similar

circumstances to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract.

- b) If any time during the contract period the successful Bidder reduces the sale price, sells or offers to sell such Services to any person/organization including the purchaser or any department of State or Central Govt. or any department of a State Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to the purchaser and the price payable under the contract for the Services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

3.37 Indemnification and Limitation of Liability

3.37.1 General Indemnity

Subject to Clause 3.37.2 below, the successful bidder/vendor (the "Indemnifying Party") undertakes to indemnify the Purchaser and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, willful default, lack of due care or breach of terms of this Agreement.

3.37.2 IPR Indemnity

If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Goods / Deliverables/ Services provided by the Indemnifying Party infringes a copyright, trade secret, patent or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the

Indemnified Party, however, if the claim of infringement is caused by (a) The Indemnified Party's misuse or modification of the Deliverables; (b) The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) The Indemnified Party's use of the Deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party. If any of the Deliverables is or likely to be held as infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for the Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing.

3.37.3 Conditions for Indemnity

Without prejudice to the rights of the Purchaser in respect of indemnification for any claim:

- i. The Purchaser shall notify the vendor upon receipt of any notice of claim setting out in reasonable particulars, the details of such notice of claim;
- ii. Immediately upon receipt of notification of any claim from the Purchaser, the vendor within a period of 5 days from date of receipt of such notice from the Purchaser, notify the Purchaser whether the vendor wish to assume the defence in relation to such claim (including settlement or resolution thereof). Thereafter, the vendor shall be entitled in consultation with the Purchaser, and only to the extent such action does not in any manner compromise, prejudice or adversely affect the interests of the Purchaser, to take such action as mutually agreed upon by vendor and the Purchaser to avoid, dispute, deny, resist, appeal, compromise or consent such claim, within a period of 30 days from the date of receipt of such claim notification;
- iii. Notwithstanding anything contained herein, the vendor and the Purchaser agree and covenant that a notice by the Purchaser to the vendor in relation to the claim as aforesaid shall amount to express acceptance and consent by the vendor to indemnify the Purchaser for all losses in relation to such claim. Upon notice by the vendor, the Purchaser shall reasonably co-operate with the vendor at the sole costs of the vendor, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the

Purchaser. The Purchaser shall have the right, at its option, to participate in the defence of such claim;

- iv. If the vendor fails to take any action as per the above clause within the time period as specified therein, the Purchaser shall have the right, in its absolute discretion, to take such action as it may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any claim (including without limitation, making claims or counterclaims against third parties). If the vendor does not assume control of the defence of such claims (as mentioned above), the entire defence, negotiation or settlement of such claim by the Purchaser shall be deemed to have been consented to by, and shall be binding upon, vendor as fully as though the vendor alone had assumed the defence thereof and a judgement had been entered into by the vendor, for such claim in respect of the settlement or judgement.

3.37.4 Risk Purchase

If the vendor fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the Purchaser due to breach of any obligations of the vendor under this Agreement, the Purchaser reserves the right to procure the same or equivalent Goods / Services / Deliverables from alternative sources at the vendor's risk and responsibility. Any incremental cost borne by the Purchaser in procuring such Goods /Services/ Deliverables shall be borne by the vendor. Any such incremental cost incurred in the procurement of the such Goods /Services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable Payments /Security Deposit / Bank Guarantee provided by the vendor under this Agreement and if the value of the Goods /Services/Deliverables under risk purchase exceeds the amount of Security Deposit and / or Bank Guarantee, the same may be recovered, if necessary, by due legal process.

3.37.5 Limitation of Liability

1. Except in case of gross negligence or willful misconduct on the part of the Empaneled Agency or on the part of any person acting on behalf of the Empaneled Agency in carrying out the services, the Empaneled Agency, shall

not be liable to Purchaser for any indirect or consequential loss or damage and for any direct loss or damage that exceeds the Contract Value.

2. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims, other than those set-forth in Clause 1 above, even if it has been advised of their possible existence.

3.37.6 Allocation of liability

The allocations of liability represent the agreed and bargained-for understanding of the parties and compensation for the Services/Deliverables reflects such allocations.

3.38 Termination for Misrepresentations of facts

1. In case if any misrepresentation of fact/information, corrupt or fraudulent practices by successful bidder comes to the notice/information of UIDAI/purchaser after signing of the contract, in that case UIDAI/purchaser shall provide notice of thirty (30) days to successful bidder for providing the clarification.
2. Where issue is not resolved within 30 days of notice to successful bidder/ or if the satisfactory clarification is not rendered by successful bidder in 30 days in that case Purchaser may, without prejudice to any other remedy for breach of contract, by written notice to the successful bidder, terminate the Contract in whole or in part
 - i. If the successful bidder, in the judgment of UIDAI/purchaser, has engaged in misrepresentation of facts/information, corrupt or fraudulent practices in competing for the bid or in executing this Contract;

OR

- ii. If the successful bidder submits to UIDAI/purchaser a false statement/facts.

3. UIDAI/Purchaser may also forfeit the PBG/execute bid securing declaration and/or take appropriate legal action.

4 Section IV – Contents of Bids

4.1 Technical Bid

4.1.1 Bid Particulars

Bid No._____

Site name :

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information. In case documents are provided as per points mentioned under clause 2.18, same may be mentioned in details of proof submitted.

Vendor Profile			
Sr No.	Parameters	Response	Details of proof submitted
1	Name of the firm/Company		
2	Year of establishment		
3	Names of the Partners/Directors		
	Addresses		
	a) Head Office		
	b) Local Office in at location with contact number		
	c) Local Office in at location with contact number		
4	Contact person		
	a) Name		
	b) Telephone number		
	c) e-mail ID.		
5			

Signature & seal of the bidder

Name :

Full Address :

Telephone No :

Fax No :

Email ID:

4.1.2 Technical Bid Letter

To

**The Deputy Director General (Technology)
Unique Identification Authority of India (UIDAI)
Tower I, 9th Floor,
Jeevan Bharati Building,
Connaught Circus,
New Delhi – 110001.**

Ref : Bid No. _____

Sir,

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for Data Centre space for cohosting the UIDAI's DC at _____ as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP.

We hereby undertake that assistance in all infrastructure to be commissioned and provision of communications links as per requirement.

We hereby offer to supply the Goods/Services at the cost and rates determined through commercial bid.

All the appendix with other Technical documents duly filled in and signed are enclosed. We understand that the UIDAI is not bound to accept the offer either in part or in full and that the UIDAI has right to reject the offer in full or in part without assigning any reasons whatsoever.

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the Schedule to the Bid Document as given in clause 5.3 and that we shall perform all the incidental services.

The prices quoted are inclusive of all cost at the locations as proposed.

We enclose herewith the complete Technical Bid as required by you. This includes duly filled and signed Section IV.

We agree to abide by our offer for a period of 180 days from the date of opening of the bids.

We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to supply goods and services as per these terms and conditions of the bid document.

Bid Security (Earnest Money), in original, for an amount equal to Rs. _____ (Rupees _____ only))/Bid Securing Declaration is enclosed in the Cover containing Pre-Qualifying and Technical Bid.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.

Data centre is proposed at(location) .

Address of the proposed Data centre is as under

Dated this day of 2017

Signature & seal of the bidder

Name :

Full Address :

Telephone No :

Fax No :

Details of enclosures:

1.

Signature of Bidder

Date

Place

4.1.3 Design Layouts

Following detailed proposed layouts should be provided for evaluation

- a) Server and Communication rooms layouts - Submit the proposed Server and Communication rooms area layouts, clearly showing the placement of respective equipment along with indicative positioning of caging (only server room), BMS equipment like CCTV cameras, access control system, fire and smoke detectors (VESDA), WLD, etc. Bidder to ensure that CCTV cameras covers all the area of caging including hot aisle and cold aisle area.
- b) Office area layout - Submit the proposed Office area layout clearly indicating the total space being factored for the dedicated Office area.

4.2 Commercial Bid

4.2.1 Commercial Bid Letter

To

The Deputy Director General (Technology)
Unique Identification Authority of India (UIDAI)
Tower I, 9th Floor,
Jeevan Bharati Building,
Connaught Circus,
New Delhi – 110001.

Ref : Bid No. _____

Sir,

We declare:

- (i) That we are providers of -----

 - (ii) That we/our principals are equipped with adequate machinery for quality control and testing of offered services and that our proposed DC is open for inspection by the representatives of the Unique Identification Authority of India.
- 2.** We hereby offer to supply the Goods/Services at the prices and rates determined through commercial bid.
- 3. PERIOD OF DELIVERY**
We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the Schedule to the Bid Document as given in clause 5.3 and that we shall perform all the services.
- 4. TERMS OF DELIVERY**

The prices quoted are inclusive of all cost as mentioned in RFP in the UIDAI at _____.
- 5.** We enclose herewith the complete **Commercial Bid** as required by you. This includes duly filled and signed **Section IV**.

6. We agree to abide by our offer for a period of **180 days** from the date of opening of the technical bids.
7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to goods and services as per these terms and conditions.
8. Certified that the bidder is :
 - a) The Constituted attorney of the company and the person signing the bids is the constituted attorney of the Company.
OR
 - b) The Principal Officer or his duly Authorized Representative of the Company, and he has the authority to refer to arbitration disputes concerning the business of the Company by virtue of the general power of attorney.
(**NOTE:** Delete whatever is not applicable.)
9. Bid Security (**Earnest Money**), in original, for an amount equal to **Rs. _____ (Rupees _____ Only)** is enclosed in the Cover containing **Pre-Qualifying and Technical Bid**.
10. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.

Dated this day of 2017

Signature and seal of the bidder

Name :

Full Address :

Telephone No :

Fax No :

Details of enclosures:

- 1.
- 2.
- 3.

4.2.2 Cost Of Goods / Services Offered

Annexure 4.2.2

1) Annual recurring cost

Location of Data centre :Mumbai or Navi Mumbai or Pune (Bidder to mention only one location)

Address: (Bidder to mention address)

Sr. No .	Description	Base Cost per Unit per Year, exclusive of all taxes (Rs)	Quantity	Total cost for 1 year (Without Tax) (Rs) $E=C*D$	Total cost for 7 year (Without Tax) (Rs) $F=E*7$	Tax in % on Unit Rate	Total cost for one year (With Tax) (Rs) $H=E*(1+G/100)$	Total cost for 7 years (With Taxes) (Rs) $I=H*7$
A	B	C	D	E	F	G	H	I
1	Rental charges for Rack space (with racks), LAN cables, cooling, electrical points, etc per year at DC		10 Rack Space					
2	Rental charges for Rack space (with racks), LAN cables and		2 Rack Space					

	electrical points per year at Communication room							
3	Cost of seating space with LAN, electrical points, etc per year		2 Seat					
4	Cost per year for 100 Mbps point to point lease line to two existing DC of UIDAI		2 Links					
A1	Total recurring cost for 7 years (without tax) Rs							
B1	Total recurring cost for 7 years (with Tax) Rs							
5	One-time fixed charge (inclusive of taxes) Rs	40,00,000 (Forty Lacs)						
C1	Total Contract							

	Value without taxes for 7 years Rs	
--	---------------------------------------------------	--

Note : - a) Total Contract value doesn't include electricity charges

b) The Total recurring cost for 7 years (without tax) is total contract value for 7 years without taxes excluding onetime fixed charge

2) One time cost

UIDAI will pay total Rs 40,00,000/- (Rs Forty Lakhs Only) as one time cost for operationalization of DC. This includes cost for caging of area only for server room, Racks, IPDU, LAN cabling (Copper & Fiber cabling etc.), power cabling and power points upto racks, Biometric/Security/ Access control system for caging at DC space, Communication room and seating space, electricity charges till acceptance of site, any other miscellaneous cost, etc.

3) Power Cost

A separate power meter to be provided by successful bidder and power will be payable on actual usage (IT load) basis.

The following is the formula for calculating the power cost in a Data Center:

Metered units (MU) x power tariff (PT) x PUE (1.8)

The Power Tariff (PT) will be computed from the power bill received from the electricity board for the Data Centre

Power Tariff (PT) = (Total Cost of Power at DC/ Total no. of units at DC)

For recurring cost payment will be processed quarterly in arrears on submission of invoice

The power cost will be paid on actuals as per actual consumption .The meter reading to be taken in presence of UIDAI official and reading noted should be duly acknowledged by UIDAI official.

Signature & seal of the bidder

Name :

Full Address :

Telephone No :

Fax No :

5 Section V – Scope Of Work

5.1 Scope of Work

The Unique Identification Authority of India (UIDAI) is inviting bids for **“Data Centre Space To Co-Host UIDAI Services”**. The scope of work comprises co-located Data Centre site at Mumbai or Navi Mumbai or Pune (as UIDAI has existing DCs at Manesar, Bengaluru and upcoming DC at Amravati), for a period of 7 years. The proposed site should not only meet the current requirements but also should be expandable/scalable from a longer term perspective.

The requirements described in detail below should be complied with, in addition to the minimum Data Centre specifications for 99.982% uptime comprising full redundancy in terms of electrical circuits, cooling, network, etc.

5.1.1 Co-hosting requirement

- 5.1.1.1 The successful bidder shall provide required area to house the specified equipment, provide sufficient Electrical connections, precision Air-conditioning, Backup power through independent UPS and Generator, Network communication facilities, Surveillance, Access control system, Fire suppression system, Physical security etc. as applicable for Data Centre on 24x7x365 basis in order to maintain the required uptime of all such facilities per applicable SLA.
- 5.1.1.2 Successful bidder shall ensure no infiltration in UIDAI setup including its systems, network etc.
- 5.1.1.3 Successful bidder shall ensure protection of physical assets against all threats and vulnerabilities that can be exploited deliberately or accidentally by internal or external entities.

5.1.2 Area Requirement

- 5.1.2.1 The initial area and tentative layout requirements for 12 racks (10 in DC Room and 2 in communication room), for Data Centre site, are listed in Appendix E.
- 5.1.2.2 The racks needs to be provide by the successful bidder as per dimension mentioned in Appendix E.
- 5.1.2.3 UIDAI may require additional space for up to 10 more racks. The successful bidder should be able to provide the additional space within the same facility, contiguous to the existing rack spaces. This additional cost shall be billed separately on a prorated per rack cost basis when requested. In case successful bidder decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with the UIDAI.
- 5.1.2.4 The access to the Data Centre building and thereafter caged area of the Server and Communication Rooms is to be based on Biometric verification. All access logs are to be provided to UIDAI, in a readable format, on a monthly basis along with MIS reports.
- 5.1.2.5 The successful bidder shall provide the proposed Server and Communication rooms area layouts, clearly showing the placement of respective equipment along with indicative positioning of the BMS equipment like CCTV cameras, Fire/ smoke detectors (VESDA), WLD, access control system, rodent repellent etc.
- 5.1.2.6 In case UIDAI needs to monitor the Data Centre remotely, the successful bidder should be able to provide the feed for the same.

5.1.3 Electrical requirement

- 5.1.3.1 Initially, Data Centre to accommodate 12 racks, distributed between Data Centre area and Communication Room area, with a total power requirement up to 120 KVA. In case of additional power requirement, the successful bidder shall provide the same.
- 5.1.3.2 For some racks, the power requirement may go up to 12 KVA per rack, requiring corresponding cooling, tile strength, etc.
- 5.1.3.3 For the remaining racks, the power requirement is estimated to be 6-8 KVA per rack.

- 5.1.3.4 All racks require dual-power supply source and dual IPDU (Intelligent Power Distribution Unit with necessary power points per rack..
- 5.1.3.5 Power cabling shall be provisioned by the successful bidder in each rack. Power cabling for each rack requires dual 3-phase tap-off boxes with IEC60309 female sockets, MCB, and power meter..
- 5.1.3.6 Specifications of IPDU to be provided are as below -
3Ph, 415V, 32A, Horizontal standard 1-Urack mount power distribution unit with 3 X C13 & 9 XC 19, 5m power cord Inlet Plug IEC309 32A 4P +E plug, 16A MCB X for each C19 socket -. It shall support IPDU-level metering, (plug-and-play environmental sensors, metering current (amps), voltage, power (kVA, kW), kWh) and power factor. Temperature + humidity 2-in-1 sensor + 2m cord. It should be compatible for integrating with Enterprise management systems tool CA eco-meter
- 5.1.3.7 Sufficient cooling failover shall be built in Server Room area.
- 5.1.3.8 UIDAI requires a separate dedicated power meter for each rack, to be able to measure the exact power consumed and make the corresponding payment.

5.1.4 Network requirement

- 5.1.4.1 The successful bidder shall provide passive LAN cabling (Optical and Ethernet) among the racks. The cabling assumes required number of 25m cables terminated at both ends with connectors at patch panel. The number of copper ports, fibre ports and patch cords are estimated to be around 100 and 125, respectively. Successful bidder shall provide detailed cabling plan prior to deployment.
- 5.1.4.2 The successful bidder shall be responsible for the extension of links from Server to the Communication rooms, without any additional cost to UIDAI.
- 5.1.4.3 During the course of the contract, UIDAI may subscribe a leased line link from any service provider. Successful bidder shall be required to extend the same from the Communication Room to the Rack area within 30 days from date of requirement given by UIDAI, without any additional cost.
- 5.1.4.4 If the successful bidder fails to extend the link from communication room to UIDAI Network room within the stipulated time schedule or on extended date as may be communicated by the UIDAI, it will be treated as breach of contract.

5.1.5 Communication link between existing UIDAI Data Centres (Manesar and Hebbal) and proposed Data Centre

- 5.1.5.1 The successful bidder shall provide 1x100 Mbps point to point lease line between proposed Data Centre site and each of the UIDAI's existing Data Centres at Manesar (Haryana) and Hebbal (Karnataka).
- 5.1.5.2 Presently, UIDAI has links deployed in its existing DCs from all Telecom Service Providers (e.g. BSNL, Airtel, Reliance). The successful bidder has to assure that the termination of these links is feasible at the proposed site.
- 5.1.5.3 Successful bidder should be able to commission the links within a period of 4 weeks from the date of Purchase Order. The date of acceptance of Data Centre shall depend on the date of acceptance of these links by UIDAI, which in turn are dependent on the successful testing of links by the successful bidder.
- 5.1.5.4 In case the successful bidder so desires, UIDAI may place the purchase order for the links to Telecom Service Provider selected by the successful bidder as per rates discovered through this bid. However, the successful bidder shall be fully responsible for timely commissioning of the link and proactively maintaining the required SLA through TSP. For the same, a tripartite agreement shall be signed between DC service provider, Telecom Service provider and UIDAI and payments of bandwidth charges shall be made directly to Telecom Service provider.
- 5.1.5.5 Successful bidder shall provide minimum 99.982% uptime of network and provide required dedicated Helpdesk (Network Operations Centre) to support the same.
- 5.1.5.6 Successful bidder shall provide time bound escalation matrix for commissioning of the link and thereafter, manage and proactively maintain the link equipment throughout the contract period.
- 5.1.5.7 Successful bidder shall provide monthly bandwidth capacity usage report to UIDAI.
- 5.1.5.8 UIDAI may increase or decrease the bandwidth during the period of the contract as per its requirement. Cost of upgraded/downgraded bandwidth will be decided mutually based on the market rate or rate provided by the vendor whichever is lower.

- 5.1.5.9 UIDAI reserves the rights to terminate the links, after commissioning, at any time during the period of the contract by giving due notice of one month for termination.

5.1.6 Building Management System & Data Centre Infrastructure Management

- 5.1.6.1 The successful bidder shall provide Access cards, Gate pass to UIDAI's personnel, UIDAI appointed System Integrators as and when they visit the site. The access shall be available 24X7X365 and will not have any time restriction.
- 5.1.6.2 The successful bidder shall regularly monitor access to the UIDAI's Server room / cage by means of access control system, physical security, Biometric access and CCTV and should always make sure that they are functional 24X7X365.
- 5.1.6.3 There should be sufficient power backup in place for running Building Management System (BMS) and Data Centre Infrastructure Management (DCIM) on alternate supplies in case of power outage.
- 5.1.6.4 If required by the UIDAI, the successful bidder should be able to provide details of people accessing the UIDAI's Server room / cage by sharing the entries made in the Security Register, reports from access control system, CCTV video clips etc.
- 5.1.6.5 There should be CCTV monitoring for surveillance of Building entrance, exits and other critical areas where UIDAI's components are placed. Activities to be recorded and the archival should be kept for three month or more (as per specific request from UIDAI).

5.1.7 Seating Area

- 5.1.7.1 As described in Appendix E Office Area section, UIDAI shall require separate enclosed dedicated seating space at the proposed Data Centre site.
- 5.1.7.2 The successful bidder shall provide biometric Access Control System to the Office area which will be centrally monitored by the successful bidder through their BMS system.

- 5.1.7.3 The successful bidder shall provide the proposed seating area layout clearly indicating the total space being factored for the dedicated Office area in their technical bid submission.

5.1.8 Miscellaneous

- 5.1.8.1 The successful bidder shall provide Contact details and escalation matrix to log the complaints/problems faced in the facility by UIDAI.
- 5.1.8.2 Successful bidder shall also provide a Service Desk with contact details (Toll free Number/ Email-ID) for raising service requests and tickets
- 5.1.8.3 A temporary store room may be provided by the successful bidder on demand.
- 5.1.8.4 The successful bidder shall provide permission to UIDAI representative(s) for surprise visit(s)/audit(s) at anytime. The successful bidder shall implement UIDAI audit recommendations in a time-bound manner.
- 5.1.8.5 The successful bidder shall provide all necessary help to the UIDAI appointed System Integrator or Vendor(s) while moving the UIDAI equipment into the site, such as entry and parking permissions to vehicle carrying the Data Center equipment till equipment are offloaded, providing trolley to carry heavy equipment to the allocated space, use of lift services and assist in procedures documentation. The UIDAI shall not incur any extra cost for availing these said services. Storage/godown facility to be provided for a period of 2 months with exclusive access to UIDAI authorized personnel to meet the time gap between supply and installation.
- 5.1.8.6 Successful bidder shall seek prior approval from purchaser for any shutdown works in allotted co-located space (Equipments / services) affecting the purchaser.

5.2 Services Levels

The Data Centre service provider shall provide the relevant documents and system generated reports for computation of SLAs in timely manner.

5.2.1 Implementation Phase related Performance Levels

#	SLA Parameter	Definition & Target	Service Level	Liquidated Damages
1.	Delay in Availability of DC space (including Server Room, Communication Room and Office Areas)	Measured as the difference between the planned date and the actual date.	Upto 5 days	NIL
			> 5 days & ≤ 10 days	0.1% of annual DC space cost*
			> 10 days & ≤ 30 days	0.5% of annual DC space cost*
			> 30 days	1% of annual DC space cost* for every 30 days (or part thereof)
2	Delay in Availability of P2P(Point to point) Bandwidth	Measured as the difference between the planned date and the actual date.	Upto 5 days	NIL
			> 5 day & ≤ 10 days	0.1% of annual Bandwidth cost**
			> 10 day & ≤ 30 days	0.5% of annual Bandwidth cost**
			> 30 days	1% of annual Bandwidth cost ** for every 30 days (or part thereof)
3	Delay In successful Acceptance test	It is cumulative time taken by bidder to rectify the issue discovered during the acceptance phase	≤ 15 days	NIL
			For every day after 15 days	0.1% of annual DC space cost*

* DC space cost refers to sum of Yearly cost for Server Room, Communication Room and Office Areas in Col (E) of Annex 4.2.2

5.2.2 ** Bandwidth cost refers to total of Point to Point (P2P)

Communication links Yearly cost in Col (E) of Annex 4.2.2.Operation Phase Related SLAs

Measure ment	Definition	Measure ment Interval	Target	Liquidated Damage
Power Availability	Availability = $\{1 - [\text{Downtime}] / (\text{Total Time} - \text{Maintenance Time})\} \times 100$ Power availability recorded at all electrical point powering the Racks (Applicable for both sources simultaneously)	Monthly	$\geq 99.982\%$	NIL
			$\geq 99.972\%$ to $< 99.982\%$	5% of the monthly portion of the annual DC space cost*
			$\geq 99.962\%$ to $< 99.972\%$	7.5% of the monthly portion of the annual DC space cost*
			$\geq 99.932\%$ to $< 99.962\%$	10% of the monthly portion of the annual DC space cost*
			$< 99.932\%$	Event of Default. Penalty of 25% of monthly portion of the annual DC space cost*
Supply Air Temperature and Humidity	Measurement of Supply Air temperature & Humidity level in Cold Aisle (measured 1 meter above the raised floor perforated tile at Start, Middle and End of rack of Rows) Temp & RH sensors shall be installed by successful bidder to measure Temperature	Monthly	Temperature at all these locations shall be maintained at 22 ± 2 °C & RH % between 33.5% to 60% on all occasions for 30 minutes continuously	NIL
			Temperature at all these Locations, <u>if not</u> within the specified range of 22 ± 2 Degree Celsius and RH% between 33.5% to 60% on all occasions continuously for 30 minutes.	0.5% of the monthly portion of the annual DC space cost*, for each variation. Multiple instances during the day will add up.

Measure ment	Definition	Measure ment Interval	Target	Liquidated Damage
	and Humidity Levels in the Data Centre and also it shall be cross checked manually with sensors. Agency shall ensure that the Supply air temperature & Humidity at these sensors is maintained at 22±2 Degree Celsius and RH% between 33.5% to 60%			
CCTV Availability	System Availability = $\{1 - [(Downtime) / (Total Time - Maintenance Time)]\} * 100$ Availability shall be measured for all camera installed in DC (for use of UIDAI)	Monthly	$\geq 99.982\%$	NIL
			$\geq 99.972\%$ to $< 99.982\%$	0.25% of the monthly portion of the annual DC space cost*
			$\geq 99.962\%$ to $< 99.972\%$	0.5% of the monthly portion of the annual DC space cost*
			$< 99.962\%$	2% of the monthly portion of the annual DC space cost*
Availability of Access Control Devices	System Availability = $\{1 - [Downtime] / (Total Time - Maintenance Time)\} * 100$ Availability shall be measured for all access control devices	Monthly	$\geq 99.982\%$	NIL
			$\geq 99.972\%$ to $< 99.982\%$	0.25% of the monthly portion of the annual DC space cost*
			$\geq 99.962\%$ to $< 99.972\%$	0.5% of the monthly portion of the annual DC space cost*
			$< 99.962\%$	2% of the monthly portion of the annual DC space cost*

Measure ment	Definition	Measure ment Interval	Target	Liquidated Damage
	installed at DC (for use of UIDAI)			
DC internal works and BMS	Successful bidder should carry out civil and electrical, Air-conditioning repairs without any disruption to operations. It shall be measured for any repairing works which obstructs the regular IT service Operation of UIDAI.	Monthly	All repairs and replacements shall be done within 4 hours of reporting the problem	o. 1% of the monthly portion of the annual DC space cost* for a delay of every 30 minutes on an incremental basis. Additional 1% of the monthly portion of the annual DC space cost* for a delay of every 4 hours on an incremental basis.
Communication Link availability	Link Availability = {1- [Downtime]/(Total Time-Maintenance Time]}*100 Communication Link availability shall be measured on an aggregate monthly basis for each link	Monthly	>=99.5%	NIL
			>=99.0% and <99.5%	1% of the monthly portion of annual Bandwidth cost**
			>=98.5% and <99.0%	2% of the monthly portion of annual Bandwidth cost**
			>=98.0% and <98.5%	4% of the monthly portion of annual Bandwidth cost**
			>=97.5% and <98.0%	5% of the monthly portion of annual Bandwidth cost**
			<97.5%	10% of the monthly portion of annual Bandwidth cost** In case of default for three consecutive months, same may be considered for termination of links as per discretion of purchaser.
Packet	Packet Loss	Monthly	<0.1%	NIL

Measure ment	Definition	Measure ment Interval	Target	Liquidated Damage
Loss in communication links	shall be measured monthly		$\geq 0.1\%$ and $< 0.2\%$	0.1% of the monthly portion of annual Bandwidth cost**
			$\geq 0.2\%$ and $< 0.5\%$	0.2% of the monthly portion of annual Bandwidth cost**
			$\geq 0.5\%$ and $< 0.8\%$	0.4% of the monthly portion of annual Bandwidth cost**
			$\geq 0.8\%$ and $< 1\%$	0.5% of the monthly portion of annual Bandwidth cost**
			$> 1\%$	1% of the monthly portion of annual Bandwidth cost**
Latency in communication links	Round trip latency to the various locations within India: Target ≤ 60 millisecond	Monthly	≤ 60 ms	NIL
			> 60 ms and ≤ 63 ms	0.1% of the monthly portion of annual Bandwidth cost**
			> 63 ms and ≤ 66 ms	0.2% of the monthly portion of annual Bandwidth cost**
			> 66 ms and ≤ 69 ms	0.4% of the monthly portion of annual Bandwidth cost**
			> 69 ms and ≤ 72 ms	0.5% of the monthly portion of annual Bandwidth cost**
			> 72 ms	1% of the monthly portion of annual Bandwidth cost**
Issue Response Time (Service Tickets)	Response Time is the time taken by the successful bidder Support Staff to respond and acknowledge the reported problem / request during the respective month	Monthly	100% calls to be responded within 30 minutes	NIL
			Calls responded after 30 min or not responded	0.1% of the monthly portion of the annual DC space cost* for each problem
Issue Resolution Time	Resolution Time is the time taken by	Monthly	100% calls to be resolved within 2 Hours	NIL

Measure ment	Definition	Measure ment Interval	Target	Liquidated Damage
(Service Ticket)	the successful bidder Support Staff to resolve and close the reported concern / request during the respective month		Calls resolved after 2 Hrs	0. 2% of the monthly portion of the annual DC space cost* for each problem
Incident Reporting	Any Incident / problem/Security Breach at co-located DC space or its premises affecting the purchaser has to be reported immediately	Monthly	100% incidents to be reported within 30 minutes of such occurrence	NIL
			Incidents which are reported after 30 Minutes / Not reported	1 % of the monthly portion of the annual DC space cost* for each incident
Submission of MIS Reports	Successful bidder shall submit a MIS report to Purchaser at the end of each month. The MIS report shall contain comprehensive system generated reports for the month providing artefacts for various Operation Phase Service Level Agreements	Monthly	Successful bidder shall submit MIS Report to Purchaser within 7 th day of next calendar Month after completion of each month	1% of the monthly portion of the annual DC space cost* if submitted after 7 th day. No Payment will be disbursed until the submission of MIS reports to the Purchaser.

* DC space cost refers to sum of Yearly cost for Server Room, Communication Room and Office Areas in Col (E) of Annexure 4.2.2

** Bandwidth cost refers to Point to Point Communication links Yearly cost in Col (E) of Annexure 4.2.2

If the successful bidder fails to meet one or more of the above Service Levels within the Target time limit(s) as specified in the above **Table**, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract value, as liquidated damages.

5.3 Delivery Schedule

Sl No	Activity	Deliverable	Timeline for completion
Phase I – DC Services Provisioning			
1.	Project Initiation		To (To is the day of Letter of Intent (LOI)/NOA issued by UIDAI)
2.	Availability of DC space	Space, power and bandwidth is made available by successful bidder	To+ 4 Weeks
3.	Availability of Racks, LAN, Power in Racks,P2P communication link	Installation/ Commissioning of the requisite Infrastructure components in Racks.	To+ 5 Weeks
4.	Acceptance of DC by UIDAI		Within 4 weeks after Availability of DC Space, bandwidth, power, racks, LAN components, etc
Phase II – Maintenance and Support			
5.	Yearly Maintenance and support for DC and Bandwidth services		From acceptance of Notification of Award issued by UIDAI till 7 Years

6 SECTION VI – Appendix

6.1 Appendix A – Contract

CONTRACT

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

WHEREAS Purchaser is desirous of entering into a contract for Procurement of Data Centre Colocation Space and DC Services with the **Vendor**, for the Unique Identification Authority of India at _____, and has accepted to pay to the **Vendor** the contract amount for provisioning of those goods & related Services at a total value not exceeding (**Rupees**) (hereinafter referred to as "the Contract Value").

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the 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. Bid Document No _____ regarding “Data Centre Space To Co-Host UIDAI Services ” in the Data Centres of Unique Identification Authority of India, including

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

B. Clarifications issued by the **Purchaser and successful bidder.**

C. Pre-Qualification, Technical and Commercial proposals submitted by the **Vendor.**

D. Order No. _____ dated _____ placed on the **Vendor.**

E. Acceptance of the order vide No. _____ dated _____ by the Vendor.

3. In consideration of the payments to be made by the **Purchaser** to the **Vendor** as hereinafter mentioned, the **Vendor** hereby covenants with the **Purchaser** to provide the goods and services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.
4. The **Purchaser** hereby covenants to pay the **Vendor** in consideration of the provision of the Goods and Services as listed in Table below and the remedying of defects therein , the Contract value or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. TOTAL CONTRACT VALUE: (Rupees)

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

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

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

Signature -----

Name -----

Designation _____

Address -----

Date -----

Place : New Delhi

Signature -----

Name -----

Designation _____

Address -----

Date -----

Place : New Delhi

In the presence of:

Signature -----

Name -----

Designation _____

Date -----

Place : New Delhi

In the presence of:

Signature -----

Name -----

Designation _____

Date -----

Place : New Delhi

6.2 Appendix B – Performance Bank Guarantee

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

Ref : _____

Date _____

Bank Guarantee No.

To

**The Deputy Director General (Technology),
Unique Identification Authority of India (UIDAI),
Tower II, 3rd Floor,
Jeevan Bharati Building,
Connaught Place,
New Delhi – 110001.**

1. Against contract vide Advance Acceptance of the Bid No. _____ dated _____ covering “**Data Centre Space To Co-Host UIDAI Services**” at _____ (hereinafter called the said “Contract”) entered between the Unique Identification Authority of India (UIDAI) (hereinafter called the “Purchaser”) and _____ (hereinafter called the “Vendor”) this is to certify that at the request of the Vendor 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 Vendor 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 Vendor 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 Vendor i.e. till _____ (viz the date up to 7 years and 2 months after the date of successful acceptance by the Purchaser) 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 Vendor 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 thereunder and the Vendor 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 Vendor from time to time or to postpone for any time from time to time any of the powers exercisable by the Purchaser against the said Vendor 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 Vendor 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.** This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

Date _____

Place _____

Signature _____

Witness _____

Printed Name _____

(Bank's common seal)

6.3 Appendix C – Bid Security /Earnest Money Deposit Form

(To be stamped in accordance with Stamp Act)
The non-judicial stamp paper should be in the name of issuing Bank

Ref.....

Bank Guarantee No.....

Date.....

**The Deputy Director General (Technology),
 Unique Identification Authority of India (UIDAI),
 Tower II, 3rd Floor,
 Jeevan Bharati Building,
 Connaught Place,
 New Delhi – 110001.**

In accordance with Invitation to Bid for
 “_____

_____ [RFP Name]”
 under your Specification No..... M/s..... having its
 Registered/Head Office at..... (hereinafter called the „Bidder“) wish to
 participate in the said Bid or..... and you, as a special favour have
 agreed to accept an irrevocable and unconditional Bank Guarantee for an amount
 of..... valid upto on behalf of Bidder in lieu of the Bid deposit
 required to be made by the Bidder, as a condition precedent for participation in the
 said Bid.

2. We, the Bank at (local address) having our Head office at
 guarantee and undertake to pay immediately on demand by
 Unique Identification Authority of India, Ministry of Electronics & Information
 Technology, Government of India on behalf of the UIDAI acting through CEO,
 UIDAI, the amount of (in words & figures)
 without any reservation, protest, demur and recourse. Any such demand made by
 said „Owner“ shall be conclusive and binding on us irrespective of any dispute or
 difference raised by the Bidder.

3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).

4. Notwithstanding anything contained hereinabove:

(1) Our liability under this guarantee is restricted to Rs. (in words & figures).

(2) This Bank Guarantee will be valid upto; and

(3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....2017.....at.....

WITNESS
(Signature)

(Authorized Signatory of the Bank)
Attorney as per Power of Attorney
No..... Dated.....

6.4 Appendix D - Non-Disclosure Agreement

Non-Disclosure Declaration/Agreement

(To be provided on Non-judicial stamp paper of Rs.100/-)

WHEREAS, we the undersigned Bidder, _____, having our principal place of business/ registered office at _____, are desirous of bidding for Bid No..... covering **“Data Centre Space To Co-Host UIDAI Services ”** (hereinafter called the said 'RFP') to the Deputy Director General, Unique Identification Authority of India, having its office at 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001, hereinafter referred to as 'Purchaser' and, WHEREAS, the Bidder is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE,

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

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Declaration ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information

communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us through-out the contract period and will survive the contract period in case we are selected as a successful bidder.

2. Confidential Information does not include information which:

- a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- b. information in the public domain as a matter of law;
- c. is obtained by the Bidder from a third party without any obligation of confidentiality;
- d. the Bidder is required to disclose by order of a competent court or regulatory authority;
- e. is released from confidentiality with the written consent of the Purchaser.

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

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
- b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c. to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and

- d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

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

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.

6. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or

advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorised Signatory Office Seal:

Name:

Place:

Designation:

Date :

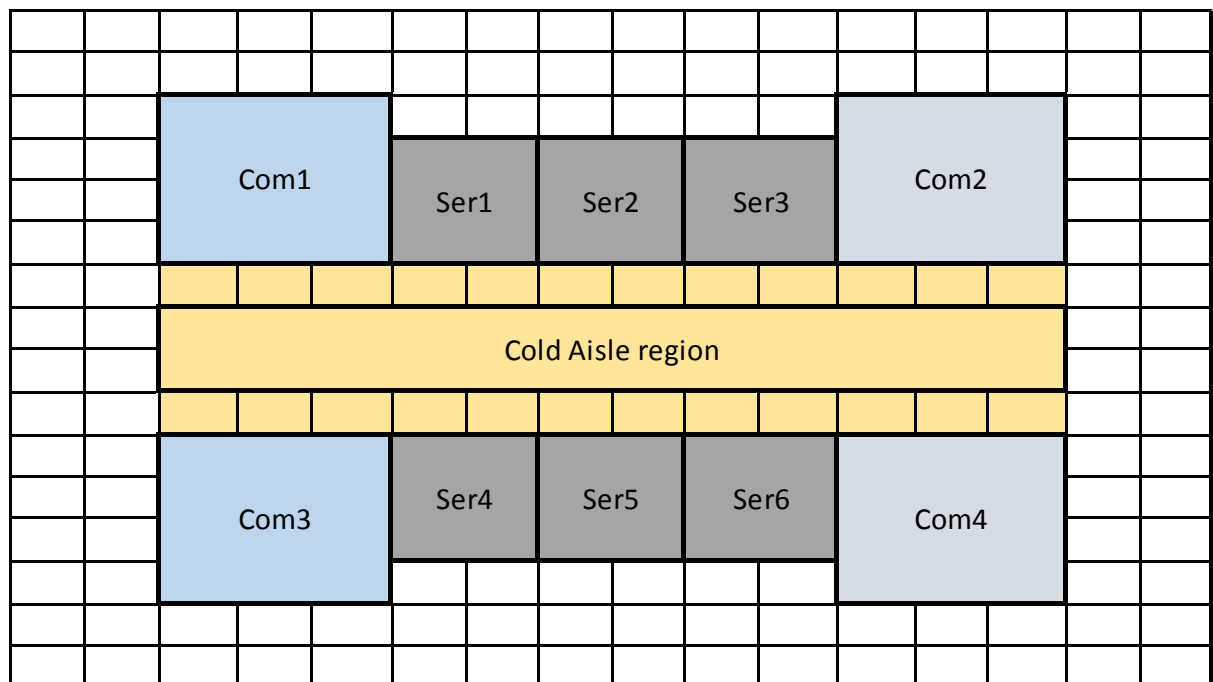
6.5 Appendix E –Data Centre Layout and Requirements for DC

Data Centre to have a **Total area of around 436 square feet**; with breakup as below.

6.5.1 Server Room Area

The Server Room Area tentatively of **256 sqft** shall provide a clear dedicated space for 10 **racks**, with the entire area caged via biometric access. Racks to be provided by the successful bidder.

6.5.1.1 **Sample Layout** of Server Room Area is as below where each cell corresponds to 1 sqft.



Area	Tentative Dimension
Server Rack (each)	600mm x 1000mm
Communication Rack (each)	800mm x 1200mm

- 6.5.1.2 The Server Rack to house IT equipments comprising Blade Servers, Rack Servers, Storage Equipment, etc.
- 6.5.1.3 The Communication Rack to house network and security components comprising Router, Switch, etc.
- 6.5.1.4 Racks should be arranged in Cold-Aisle/Hot-Aisle configuration; with cold air being pumped from under the floor and entering through vents to maintain the required temperature.
- 6.5.1.5 Each rack is separately lockable.
- 6.5.1.6 All Racks should be Front and Rear ventilated with patch panel termination.

6.5.2 Communication Room Area

The Communication Room tentatively of **80 sqft** shall provide a clear dedicated space for **2 racks**, with the entire area caged via biometric access.

- 6.5.2.1 **Sample Layout** of Communication Room is as below where each cell corresponds to 1 sqft.

	1	2	3	4	5	6	7	8	9	10
1										
2										
3			Communication Rack 5			Communication Rack 6				
4										
5										
6										
7			Cold Aisle region							
8										

Area	Tentative Dimension
Communication Rack (each)	800mm x 1200mm

- 6.5.2.2 The Communication Rack to house network and security components comprising Router, Switch, etc.
- 6.5.2.3 Successful bidder shall provide Telecom Junction Box/Multiplexers of various link service providers within the Communication room for use by UIDAI.
- 6.5.2.4 Successful bidder shall allow termination of links provided by UIDAI appointed Link Service Providers. If Telecom Junction Box/Multiplexers of these Link Service Providers are not available, then the successful bidder should allow commissioning of the same. Successful bidder shall allow laying of cables and associated works in their premises.
- 6.5.2.5 Racks should be arranged in Cold-Aisle/Hot-Aisle configuration; with cold air being pumped from under the floor and entering through vents to maintain the required temperature.
- 6.5.2.6 Each rack is separately lockable.
- 6.5.2.7 All Racks should be Front and rear ventilated with patch panel termination.

6.5.3 Office/Seating Area

- 6.5.3.1 The tentative secured Office area is **100 sqft**, comprising 2 seats with corresponding Tables/Chairs. The area shall have air conditioning and space to place fire safe cabinet (370 Liter).
- 6.5.3.2 Successful bidder shall provide required extensions for communicating with Server Room and Communication Room.
- 6.5.3.3 Successful bidder shall provide redundant network points (2 points) to enable network connectivity for the associated seats.
- 6.5.3.4 UIDAI may require additional 2 seats depending on requirement during the course of the contract and the corresponding payment shall be made on the prorate basis.

6.5.4 Other requirements

Additionally, the following requirements shall apply to Data Centre site.

- 6.5.4.1 Temperature at Rack air intake point should be 22 ± 2 Degree Celsius (all over front door surface of Rack). The Successful bidder shall monitor the temperature on a regular basis and report the same to UIDAI monthly.
- 6.5.4.2 Humidity shall be maintained between 33.5% to 60%
- 6.5.4.3 The proposed Data Centre site shall have 24 x 7 Gas-based Fire suppression system, Very early smoke detection apparatus (VESDA) installed, Water Leak Detection (WLD), Rodent repulsion system, and required CCTV coverage.

6.6 Appendix F - Bid Securing Declaration Form

Bid Securing Declaration Form

Date:

Bid No.:

To

**The Deputy Director General (Technology),
Unique Identification Authority of India (UIDAI),
Tower II, 3rd Floor,
Jeevan Bharati Building,
Connaught Place,
New Delhi – 110001.**

We, the undersigned, declare that:

We ,M/S.....(herein referred as vendor) understand that, according to bid clause No. 2.3, bids may be supported with a Bid Securing Declaration, therefore rather than submitting the **Earnest Money Deposit Form as attached**

at clause 6.3 (appendix ‘C’) of the RFP, Vendor render the declaration that:-

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

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

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

(Signature)

Authorized Signatory

Name : _____
Designation: _____
Office Seal: _____
Place: _____
Date: _____

6.7 Appendix G – List of Documents Submitted

List of Documents Submitted

Date:

Bid No.:

To

**The Deputy Director General (Technology),
Unique Identification Authority of India (UIDAI),
Tower II, 3rd Floor,
Jeevan Bharati Building,
Connaught Place,
New Delhi – 110001.**

We, the undersigned, declare that:

The following documents listed herein have been submitted –

Sr. No	Document Type	Fulfilling Clause No.	Page No. (Attached in the document)	Remarks

(Signature)

Authorized Signatory

Name : _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____