

REQUEST FOR PROPOSAL



RFP For Upgrading Data Centres

No. T-11014/138/2019-Tech

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

MINISTRY OF ELECTRONICS & INFORMATION TECHNOLOGY (MEITY)

GOVERNMENT OF INDIA

NEW DELHI

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1 SECTION I – INVITATION TO BID

1.1 Preamble

This invitation to bid is for “Upgrading Data Centres” at Bengaluru and Manesar for UIDAI Data Centres (DC). The successful bidder will be required to upgrade the in-scope data centres as per the scope of work mentioned in this RFP. The successful bidder shall also be required to provide DC maintenance services for the upgraded facilities at and as per sole discretion of UIDAI.

- i. Manesar Data Center – UIDAI Data Centre Complex, Sector M2, IMT Manesar, Gurugram, Haryana 122052
 - ii. Bengaluru Data Center - UIDAI Aadhaar Data Centre, Aadhaar Complex, 1st Main Rd, Nti Layout, Tatanagar, Kodigehalli, Bengaluru, Karnataka 560092
- a) Bidders are advised to study the Bid document carefully. Online submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Offers prepared in accordance with the procedures enumerated in Clause 2.2 should be submitted online only on CPP Portal: <https://eprocure.gov.in/eprocure/app> not later than the date and time mentioned on the CPP portal. Tenderer/Contractor are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
 - b) Manual bids shall not be accepted. Only the list of documents enlisted to be delivered to UIDAI office in sealed cover shall be accepted in physical form. Such documents should reach UIDAI's office (details mentioned in section 1.2) before the last date of bid submission.
 - c) Bidder, who has downloaded the bid document from UIDAI website www.uidai.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and bid securing declaration would be invoked and bidder is liable to be banned from doing business with UIDAI.
 - d) Intending bidders are advised to visit UIDAI website www.uidai.gov.in and CPP portal <https://eprocure.gov.in/eprocure/app> at least 3 days prior to the closing date of submission of tender for any corrigendum/addendum/amendment.
 - e) The detailed Scope of Work has been included in the RFP for selection of Bidder for “**Upgrading Data Centres**”. The eligibility criteria for the bidders should be fulfilled for consideration of the bid.
 - f) Bids shall be submitted online only at CPP portal: <https://eprocure.gov.in/eprocure/app>.

- g) This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. UIDAI reserves the right to withdraw RFP at any stage without assigning any reason.

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

1.2 Important Information

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

h)	Language of Bid Submission	Proposals should be submitted in English only. (refer clause 2.8)
i)	Currency	Quoted price of the bidder and payment will be processed in INR only.

1.3 Checklist

Please check whether the documents mentioned in section 4.1.1 and section 4.2.1 have been enclosed in the respective covers, namely **Technical Bid** and **Commercial Bid**. All pages of the bids need to be serially numbered before uploading and the relevant page number of the bid document is to be mentioned in the checklist.

2 SECTION II – INSTRUCTION TO BIDDER

2.1 General

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

2.2 Procedure for Online Submission of Bids

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

- a) The bid shall be submitted online in the form of –

Packet-1 having viz.,

- (i) Duly filled, scanned and uploaded Checklist format mentioned in Clause 4.1.1
- (ii) All documents scanned and uploaded as per check list Clause 4.1.1
- (iii) Ink-signed BSD

Packet-2 having viz.,

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

Note: Additionally, the following documents must be submitted in sealed cover to the address mentioned in Clause 1.2 (B):

- (i) Duly filled checklist format mentioned in Clause 4.2.1
 - (ii) All documents mentioned in clause 4.2.1 along with hard copy of the proposed BoQ (hard copy of the MS Excel format)
- b) This RFP process will be administered through the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). The Bidders are required to submit soft copies of their proposals electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, preparing their proposals in accordance with the requirements defined in this RFP and submitting their proposals on the CPP Portal. More information for submitting the Bids online on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.
- c) The Bidders are required to enrol on the e-procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). Enrolment on the CPP Portal is free of charge. As part of the enrolment process, the Bidders will be required to choose a unique username and a password for their accounts. Upon enrolment, the Bidders will be required to register their valid digital signature certificate (Class II or Class III certificates with signing key usage) issued by any Certifying Authority recognized by the Controller of Certifying Authorities, India with their profile. Only one valid DSC should be registered by a Bidder. The DSC should be in the name of the person duly authorized by the Bidding entity to do all acts necessary for submitting the Proposal and execution of work under this RFP. The Bidders are responsible to ensure that only the authorised persons may use the DSCs. The Bidder then logs in to the site through the secured log-in process by entering the user ID / Password and the Password of the DSC / eToken.
- d) All pages of the Bid must be sequentially numbered and must contain list of contents with page numbers. Any deficiency in the documentation may result in rejection of the Bid. Bids submitted after the bid submission time, would be rejected. The Purchaser will not accept delivery of the Bid by fax/e-mail or any other electronic/non-electronic means other than uploading on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>).
- e) There are various search options available on the CPP Portal to facilitate the Bidders to search active RFPs by several parameters. These parameters include RFP ID, organization name, location, date, value etc. There is also an option for advanced search for active RFPs, wherein the Bidders may combine a number of search parameters such as organization name, location, date, etc. to search for an RFP published on the CPP portal. Once the Bidders have selected the RFP they are interested in, they may download the required documents / RFP schedules. These RFP documents can be moved to the respective "My Tenders" folder. This will enable the CPP Portal to intimate the Bidders through SMS / e-mail in case there is any Corrigendum issued to the RFP document. The Bidder should make note of the unique RFP ID assigned to each RFP, in case they want to obtain any clarification / help from the Helpdesk.

- f) The Bidder should consider any Corrigendum to this RFP document that may have been published before submitting their Bids.
- g) The Bidders are requested to go through the RFP details and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid. The Bid documents can generally be in the PDF/ XLS/ RAR formats. The Bid documents may be scanned with 100 dpi with black and white option.
- h) The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time will be as mentioned on the CPP portal. The Bidder will not be allowed to submit the Bid after the Bid submission time. The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in this RFP. The Bidder shall furnish, as part of its Bid, the Bid Securing Declaration (BSD) Form as mentioned.
- i) A standard BoQ format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their financial Bids in the format provided and no other format will be acceptable. The BoQ format for this RFP can be downloaded from the CPP Portal.
- j) All the documents being submitted by the Bidders will be encrypted using PKI encryption techniques to ensure the secrecy of data. The data entered cannot be viewed by unauthorised persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured socket layer 128-bit encryption technology. Data storage encryption for sensitive fields is done. The uploaded Bid documents become readable only after the Bid opening by authorized Bid openers.
- k) Upon successful and timely submission of Bids, the portal will give a successful Bid submission message and a bid summary will be displayed with the Bid number and the date and time of submission of the Bid with all other relevant details
- l) The Bidder is allowed to re-submit the Bid and related Bid documents before the last date of Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.
- m) The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.
- n) Any queries relating to this RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority and the relevant contact person indicated in this RFP. Any queries relating to the process of online Bid submission or queries relating to the CPP Portal in general may be directed to the 24*7 CPP Portal Helpdesk. The national toll-free number for the helpdesk is 18002337315.
- o) Bidders are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in clause 2.2(a) should be submitted online only through CPP portal: <https://eprocure.gov.in/eprocure/app> not later than the date and time mentioned on the CPP portal.

2.3 Compliant Proposals/ Completeness of Response

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

2.4 Bid Securing Declaration Form (BSD)

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

2.5 Contents of the Bid Document

- a) The Schedule of Requirements of the Services required, bid procedures and contract terms are prescribed in the Bid Document. The Bid Document includes:
 - (i) Section I – Invitation to Bid;
 - (ii) Section II – Instructions to Bidders;
 - (iii) Section III- General Conditions of Contract;
 - (iv) Section IV – Contents of the Bid
 - a.iv.1 Technical Bid
 - a.iv.2 Commercial Bid
 - (v) Section V- Scope of Work
 - (vi) Section VI – Service Level Agreements
 - (vii) Section VII – Appendices
 - a.vii.1 Contract Form (Appendix-A)
 - a.vii.2 Performance Bank Guarantee form (Appendix-B)
 - a.vii.3 Bid Securing Declaration Form (Appendix-C)
 - a.vii.4 NDA (Appendix-D)
 - a.vii.5 Manufacturer’s Authorization Form (Appendix – E)
 - a.vii.6 Compliance to Functional and Technical Specifications (Appendix – F)
- b) The Bidder is expected to examine complete bid document including all instructions, forms, general terms & conditions, and Schedule of requirements in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder’s risk and may result in the rejection of the Bid.

- c) The RFP, all the corrigendum, Notification of Award/Letter of Intent, Acceptance of award by successful bidder and any other communication issued from publication of RFP and before signing of agreement will be deemed as part of contract agreement.
- d) The Manufacturer’s Authorization Form, at minimum, have to be submitted for UPS Systems and other electrical and power equipment, In-Row Cooling Systems, HVAC Systems, Chillers systems proposed to be supplied by the bidder. UIDAI at its own discretion may ask the bidder to furnish MAF from OEMs of other equipment/ solution/ systems/ software.

2.6 Clarification of Bid Document and Pre-bid Meeting

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

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

- b) UIDAI will respond, to request for clarifications of the Bid Document as per format specified in clause 2.6 only, received not later than the date prescribed by UIDAI.
- c) UIDAI shall hold a pre-bid meeting with the prospective bidders on date and time as prescribed by UIDAI on CPP portal.
- d) In case of any discrepancy in the queries received on the CPP portal and in writing form, the queries received on the CPP portal shall supersede.

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

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

2.8 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and UIDAI, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as the same is accompanied by an

English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

2.9 Documents Comprising the Bids

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

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

2.10 Bid Prices

- a) For commercial bid evaluation, the cost mentioned in "Commercial bid" BOQ Excel, submitted on CPP portal, shall only be considered.
- b) Comparison of cost mentioned in "Commercial Bid" Annexure 4.2.2 to Annexure 4.2.4 submitted in .pdf format with "Commercial Bid" BOQ Excel.xls submitted in .xls format on CPP portal will be done. In case of any discrepancy during the comparison of .pdf format of "Commercial bid" Annexure 4.2.2 to Annexure 4.2.4 with .xls format of "Commercial Bid" BOQ Excel.xls, the lower value of component shall take precedence over the higher value of the same component as follows:
 1. If value of a component in "Commercial Bid" BOQ Excel.xls is higher than the value in the respective component sheet of "Commercial bid" Annexure 4.2.2 to Annexure 4.2.4, then value in the respective component sheet of "Commercial bid" Annexure 4.2.2 to Annexure 4.2.4 would be considered as Final cost. Unit cost of the same component will be adjusted proportionately from each item of the BOQ Excel.xls sheet to match the value of "Commercial Bid" Annexure 4.2.2 to Annexure 4.2.4.
 2. If value of component in "Commercial Bid" BOQ Excel.xls is lower than the value in the respective component sheet of "Commercial bid" Annexure 4.2.2 to Annexure 4.2.4, then value of the respective component of "Commercial Bid" BOQ Excel.xls would be considered as Final cost. Unit cost of the same component will be adjusted proportionately from each item of the applicable Annexure 4.2.2 to Annexure 4.2.4 to match the value of "Commercial Bid" BOQ Excel.xls.
- c) The Bidder shall indicate in the proforma prescribed at clause 4.2.2 to 4.2.4 of Section IV, the total Bid Value and the unit cost of the services, it proposes to provide under the contract.
- d) The unit prices quoted in the above mentioned proforma will be used to calculate charges for 'change orders', if any. The unit prices shall be used only for items where payout is mentioned to be on actuals. The unit price would not be applicable for circumstances where in the bidder has to supply or provide goods/ services at no extra cost to UIDAI.
- e) In the absence of any information, as requested above, a bid may be considered incomplete and summarily rejected.
- f) The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the study of the bill of material in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document in entirety.

2.11 Firm Prices

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

2.12 Discount

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

2.13 Bidder Authorized Signatory

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

2.14 Bidder Qualification Criteria

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

#	Parameter	Qualification criteria Description	Evidence required
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UIDAI: RFP for Upgrading Data Centres

#	Parameter	Qualification criteria Description	Evidence required
(i)	Document	Bid Securing Declaration (BSD)	Bid Securing Declaration Form as per Appendix C.
(ii)	Legal Entity/Registration of Company	<p>Bidder shall be</p> <ul style="list-style-type: none"> A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto; <p>Or</p> <p>A partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their registered office in India.</p> <ul style="list-style-type: none"> In operation in India for at least the last five years from the last date of Bid submission 	a) Copy of Certificate of Incorporation to showcase evidence for being a Company/ Partnership
(iii)	Registration Certificates	The Bidder must have a valid PAN and GSTN registration	Copy of PAN Card & Copy of GSTN Certificate
(iv)	Debarment	The bidder should not be debarred from carrying out business with UIDAI or the Ministry of Electronics & IT (MeitY) or any Central or State Government entity at the time of the submission of the bid. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify	Undertaking to this effect on company's letter head signed by company's authorized signatory.

UIDAI: RFP for Upgrading Data Centres

#	Parameter	Qualification criteria Description	Evidence required
		the bidder.	
(v)	Support office in Delhi NCR and Bengaluru	The Bidder should have a Support office in Delhi NCR and Bengaluru region.	<p>Self-declaration, duly signed by the authorized signatory, to prove that the bidder has support office in Delhi NCR and in Bengaluru. The bidder should also submit GSTN Registration,</p> <p>The self-declaration should from Authorized Signatory should clearly have the full address details of the support offices in Delhi NCR and Bengaluru and number of people employed in each support office(20 Minimum)</p>
(vi)	Bidder net Turnover	The Bidder must have an annual turnover of minimum INR 200 Crores during each of the last 3 financial years ending 31st March 2019. The turnover refers to the turnover of the company and not the composite turnover of its subsidiaries/sister concerns, etc.	Audited Annual Accounts of respective financial year is to be enclosed. Refer to table Clause 4.1.4 FORM TECH-4 (Financial Information –Bidder) row no 1 and provide suitable details.
(vii)	Bidder Turnover from Data Centre Build/ Upgradation Services	The Bidder must have an annual turnover of minimum INR 50 Crores each year during the last 3 financial years ending 31 st March 2019 from Data Centre Build/ Upgradation services	Audited Annual Accounts of respective financial year is to be enclosed along with turnover certificate clearly mentioning the turnover from Data Centre Build/ Upgradation services. In case revenues from Data Centre Build/ Upgradation services are not separately mentioned in the annual accounts, a Certificate from the bidder's statutory auditor/Company Secretary shall be provided, specifying the relevant turnover for respective years.

UIDAI: RFP for Upgrading Data Centres

#	Parameter	Qualification criteria Description	Evidence required
			Refer Clause 4.1.4 FORM TECH-4 (Financial Information –Bidder) row No 2 and please provide suitable details
(viii)	Bidder experience in Data Centre Build/ Upgradation	<p>Bidder must have executed minimum</p> <p>a. ‘two contracts of Build/ Upgradation of Data Centre with 80 or more IT racks or 800 or more Servers each’</p> <p>or</p> <p>b. ‘one contract of Build/ Upgradation of Data Centre with 100 or more IT racks or 1000 or more Servers’</p> <p>during the last 5 (Five) years.</p> <p>The built/ upgraded Data centres with Certification/compliance for Tier-III/Rated-3 or above will only be considered for evaluation.</p> <p>The bidder should clearly highlight the status of each facility (own-use OR co-hosting OR third party) furnished</p>	<p>a) Completion certificate from the client clearly specifying the details to ensure compliance to this criterion</p> <p>OR</p> <p>b) Certificate from Company Secretary mentioning all the details to ensure compliance to this criterion</p> <p>The evidence list mentioned above are to be enclosed in order to ensure that the furnished credentials pertain to Data Centre(s) that are Tier-III/Rated-3 or above</p> <p>Bidder’s in-house Data Centers (for internal consumption) shall not be considered</p> <p>In case the bidder owns and manages a co-hosting Data Centre facility then a certificate to this effect from the authorised signatory of the bidder and a copy of Tier-III/Rated-3 or above certification or compliance certificate from Authorized certification/Audit Agency to be enclosed. Such facilities would only be considered if the total racks deployed for a third party (who has availed the co-hosting service from the bidder) constitute at least 25% of the total racks deployed in the facility.</p> <p>Refer Clause 4.1.5 FORM TECH-5 (experience in Data Centre maintenance service) and please provide suitable details.</p>
(ix)	Compliance to Functional &	The bidder must comply to the all the functional &	Self-declaration, duly signed by the authorized signatory, to prove line-wise

#	Parameter	Qualification criteria Description	Evidence required
	Technical Specifications	technical specifications mentioned in Appendix F – Compliance to Functional & Technical Specifications	Compliance to Functional & Technical Specifications mentioned in Appendix F (table)

- d) UIDAI may visit bidder’s client site to ascertain the capability of the bidder in Data Centre build/ upgradation & maintenance and bidder should arrange client interaction as well if requested by UIDAI. On visiting the site if UIDAI is not satisfied as per the qualification criteria then the bid may be rejected as per the discretion of UIDAI.

2.15 Period of Validity of Bids

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

2.16 Format and Signing of Bid

- a) Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate as per clause 2.13 of RFP must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of the company.
- b) Bids not complying to point (a) of section 2.14 shall not be accepted.
- c) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.
- d) All pages of the bid being submitted must be legible and sequentially numbered by the bidder irrespective of the nature of the content of the documents before uploading. Ambiguous bids shall be out rightly rejected.

2.17 Revelation of Prices

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

2.18 Terms and Conditions of Bidders

- a) Terms and conditions of the Bidders will not be considered as forming part of their Bids.
- b) In case of submission of conditional bid or submitting conditions in bid which are not in conformity to the bid conditions, such bids are liable for rejection. However, if such bid(s) has/have not been rejected or no clarification or query or confirmation of acceptance of conditions has been explicitly

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

2.19 Local Conditions

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

2.20 Headings

Headings of conditions hereto shall not affect the construction thereof.

2.21 Last Date of Submission of Bid

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

2.22 Modification and Withdrawal of Bids

- a) The Bidder may modify or withdraw its bid after the Bids' submission on the portal till last date of submission.
- b) No option will be there to modify the bid subsequent to the last date and time for submission of bids.
- c) No submitted bid may be withdrawn after the last date and time of bid submission and till the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval shall result in the invoking of Bidder's BSD.

2.23 Address for Correspondence

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

document.

2.24 Opening of Bids by UIDAI

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

2.25 Clarification

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

2.26 Contacting the UIDAI

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

2.27 Procedure for Evaluation of Bids

- a) Lowest cost system (LCS) will be used for the selection of Bidder. The evaluation will be done in 2 phases by the Evaluation Committees setup by UIDAI.
- b) To meet the requirements of UIDAI, as spelt out in the Bid Document, the successful bidder must have the requisite, the technical know-how, and the financial wherewithal that would be required to provide the Services sought by UIDAI, for the entire period of the contract. The evaluation process of the Bid proposed to be adopted by UIDAI is indicated below so as to provide the Bidders an idea of the evaluation process that UIDAI may adopt. Any time during the process of evaluation UIDAI may seek specific clarifications from any or all Bidders.
- c) UIDAI will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders. The Proposal Evaluation Committee constituted by the UIDAI shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals
- d) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations or accept any or all deviations highlighted in the technical bid.

2.27.1 Technical Evaluation

Phase I: Evaluation of Technical Bids. A detailed technical evaluation will be carried out by the UIDAI as mentioned in clause 2.14 and in clause 4.1.1. In this phase, the Technical Bids will be reviewed for compliance of the Bid requirements with reference to the responses to the eligibility requirements in the RFP. Technical Bids which meet the criteria will be eligible for consideration in the subsequent rounds. If required, UIDAI may seek specific clarifications from any or all Bidder(s) at this stage. UIDAI

shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s). Evaluation Committee while evaluating the Technical Proposals will have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation.

2.27.2 Commercial Evaluation

Phase II: Evaluation of Commercial Bids. In this phase, the Commercial Bids of the Bidders, who are technically qualified in Phase-I shall be opened. The Financial Proposal shall be prepared by the bidder using the attached Standard Forms (Section IV, Clause 4.2) and separately in the BOQ Excel file to be uploaded on CPP portal. It shall list all costs associated with the assignment, including remuneration for all resources. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.

UIDAI will award the Contract to the successful Bidder whose bid has been determined to be technically qualified and achieving the Lowest Commercial Value (LCV). The LCV, for the purpose of commercial evaluation, would be the Net Cost of Ownership i.e. the sum of all line items (mandatory scope of work such as upgradation services, certification services etc. and optional scope of work such as AMC & Support services) MINUS the amount quoted for Buy-Back i.e. SubTotal J of the BoQ Excel. UIDAI will however not bind itself to accept the lowest evaluated bid or any bid and reserves the right to accept or reject any bid.

Please note that TCV, however, shall only include the mandatory scope of work and shall not include the part of scope of work that bidder may fulfil only if is requested by UIDAI (such as scope during the AMC and Support phase).

2.28 Rejection Criteria

- a) **Technical Rejection Criteria:** The following vital technical conditions should be strictly complied with, failing which the bid will be rejected:
- (i) Only the Bidders who quote for the complete Scope of Work and provision of Services as indicated in this Bid Document, addendum thereof (if any) and any subsequent information given to the Bidder shall be considered. Incomplete bids will be rejected 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, Schedule of Requirements, Timelines and General Terms and Conditions of Contract. Evaluation will be carried out on the information available in the bid.
 - (iii) If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process the bid will be rejected and BSD will be invoked.
 - (iv) Any breach of Confidentiality clause.
 - (v) Offers made without BSD.
- b) **Commercial Rejection Criteria:** The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.
- (i) Any commercial quote, if found in any part of the bid other than commercial bid, will lead to

disqualification of bidder and the bid shall be rejected outright.

- (ii) Offers of following kinds will be rejected:
 - A. Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening of bid.
 - B. Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
 - C. Offers which do not conform to price bid format as mentioned in the RFP.
 - D. Offers which do not confirm to the completion period indicated in the bid.
- (iii) Total lump sum price quoted by the Bidder must be inclusive of all taxes, levies, duties etc. including excise duty and GST, sales tax etc.
- (iv) Bidder shall bear, within the quoted rates, all the taxes and duties as levied on them including the Personnel Tax as applicable. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract. However, tax rate to be mentioned separately.

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

- a) UIDAI reserves the right to make changes within the scope of the Contract as per Clause 3.9. UIDAI, at its sole discretion may add additional items in the scope of work for an amount less than or equal to 20% of the Total Contract Value.
- b) UIDAI shall reserve the right, not to purchase all or partial Services quoted by the bidder in this invitation to bid.

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

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

2.31 Post Qualification

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

2.32 Notification of Award

- a) UIDAI will notify through Notification of Award (NOA) the successful Bidder in writing by letter or by email, to be confirmed by the bidder in writing by letter or by email, that its bid has been accepted.

The bidder has to render his acceptance of notification of this award within 10 days of receipt of this NOA.

- b) The acceptance of Notification of Award by the bidder will constitute the formation of the Contract.
- c) In case of failure to submit the acceptance of notification of this award, the bidder would be given additional 10 days to submit the acceptance of notification of this award. In case the bidder still doesn't submit the acceptance of notification of this award, UIDAI may invoke the BSD as per section 2.4.

2.33 Signing of Contract

The successful Bidder shall sign the Contract (**Appendix A of Section VII** provided in the Bid Document, incorporating all agreements between the parties) and submit it to UIDAI within **30 calendar days** from the date of Notification of Award.

In case of failure to sign the Contract, the bidder would be given additional 30 days to sign the Contract. In case the bidder still doesn't sign the Contract, UIDAI may invoke the BSD as per section 2.4.

2.34 Performance Bank Guarantee (PBG)

- a) The successful Bidder shall furnish the performance bank guarantee within **30 calendar days** from the date of Notification of Award in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at Appendix-B Section-VII.
- b) Failure of the successful Bidder to comply with the requirement of Clause 2.31, 2.32&2.33(a) shall constitute enough grounds for the annulment of the award and invoking of the BSD held as bid security.
- c) Performance Bank Guarantees amount **equal to 10% of Total Contract Value and valid up to T0 + 21 months** will be submitted by the successful bidder. The Validity of the PBG will be with respect to T0, where T0 is the date of start of the contract.
- d) In case the contract is extended due to any delay, for instance a delay in the Upgradation Phase, the bidder should extend the validity of the PBG for 2 months beyond the last date of the extended contract duration.
- e) In case the contract is extended by UIDAI, the successful bidder shall have to submit a fresh Performance Bank Guarantees with amount equal to 10% of "Total Amount for the Extended Period" and should valid up to 2months beyond the last date of the extended contract duration.
- f) PBG shall be invoked by UIDAI in the event the successful bidder:
 - A. Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of UIDAI,
 - B. Misrepresentations of facts/information submitted to UIDAI.
 - C. Change or removes their key resources at any locations to enable the successful transition
 - (i) During the contract duration, the substitution of key resources identified for the project will not be allowed unless such substitution becomes unavoidable to overcome (such as employee exiting the organization etc.) or that such changes are critical to meet the obligation. In such circumstances, the Successful Bidder, as the case may be, can do so only with the prior written concurrence of UIDAI and by providing the replacement staff of

the same level of qualifications and competence. If UIDAI is not satisfied with the substitution, UIDAI reserves the right to insist the bidder to replace the resource. Further, UIDAI reserves the unconditional right to insist the Successful Bidder to replace any team member with another (with the qualifications and competence as required by UIDAI) during the course of assignment pursuant to this RFP. UIDAI may allow any such substitution of key staff only with its written consent with similar experience and expertise.

- (ii) Bidder is required to carry out due background verification for the all the resources deployed against this Contract. UIDAI may at its discretion interview the resources.
- g) The performance bank guarantee may be discharged/returned by UIDAI upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- h) In the event of the Bidder being unable to service the contract for whatever reason, UIDAI would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of UIDAI under the contract in the matter, the proceeds of the PBG shall be payable to UIDAI as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. UIDAI shall notify the bidder in writing of the exercise of its right to receive such compensation indicating the contractual obligation(s) for which the bidder is in default.
- i) UIDAI shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to it, an equivalent value of any payment made to it due to inadvertence, error, collusion, misconstruction or misstatement.
- j) On satisfactory performance and completion of the order in all respects and duly certified to this effect by Project Coordinator of UIDAI, Contract Completion Certificate will be issued and the PBG will be returned to the Bidder, after 60 days of contractual obligations date.

2.35 Confidentiality of the Document

- a) Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder.
- b) UIDAI may ask the successful bidder to additionally submit an NDA if required.

2.36 Fraud and Corruption

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

- a) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the Evaluation Committee, in the selection process or in contract execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- b) Will reject a proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

3 SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) "Appendix": means an Appendix attached to this Contract/Agreement and made a part hereof.
- b) "Bidder's Team" means the respective successful Bidder along with all its sub-contractor(s), who must provide services to the Purchaser under the scope of this Tender/ Contract. This definition shall also include any and/or all the employees of the authorized service providers/partners/agents/sub- contractors and representatives or other personnel employed or engaged either directly or indirectly by the bidder for the purposes of this Tender / Contract.
- c) "Bidder/tenderer" means the Company/firm/proprietor participating in bid/RFP
- d) "Clause": means a clause of this Contract and the term "Clauses" means more than one clause.
- e) "Calendar Day": means any day of the calendar month.
- f) "Calendar Month": means any of the twelve months of the Calendar Year.
- g) "Calendar Year": means a period of twelve consecutive Months according to the Gregorian calendar, commencing with the first day of January and ending with the thirty- first day of December.
- h) "Conditions Precedent": means all such conditions that are a pre-requisite for the contract to be entered and shall collectively mean UIDAI conditions precedent, the bidder conditions precedent and the common conditions precedent.
- i) "Contract" means the Agreement entered into between the bidder together with the Purchaser as recorded in the Contract form signed by the Purchaser and the bidder including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
- j) "Contract Term": means Five (5) consecutive calendar years counted from the Effective Date (which will be the date as mentioned in the Notification of award for starting the services), subject to yearly extension as per the terms on Clause 3.19.
- k) "DCUA/ Successful Bidder" means the Company/firm/proprietor to whom the RFP would be awarded
- l) "Default" means:
 - (i) a breach, default or violation,
 - (ii) the occurrence of an event that with or without the passage of time or the giving of notice, or both, would constitute a breach, default or violation or

- (iii) with respect to any Contract, the occurrence of an event that with or without the passage of time or the giving of notice, or both, would give rise to a right of termination, renegotiation or acceleration or a right to receive damages or a payment of penalties.
- m) "Dispute": means any dispute/ differences/ controversy/ disagreements which arise "between the parties to this Contract/ Agreement in relation to/ in connection with/ the terms of/ ambit hereof.
- n) "Document" means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer-generated micro fiche.
- o) "Effective Date" means the date as mentioned in Notification of Award for starting the Services.
- p) "Force Majeure": means events that find mention/ have been described as per the terms of Clause 3.26.
- q) "Goods" means all the equipment, units, systems, sub-systems, hardware, software, products accessories and/or other material / items which the bidder is required to support under the contract.
- r) "Government Authorities": means the Government of India (GOI) and provincial, state or local government in India and any political subdivision thereof.
- s) "Intellectual property" shall mean all intellectual property related to the Assets of either the Purchaser or the Bidder and the project, including without limitation:
- (i) any and all rights, privileges and priorities arising under the laws or treaties of India, any state, territory, any other country, relating to intellectual property, including patents, copyrights, trade names, trademarks, designs, service marks, mask works, trade secrets, inventions, databases, names and logos, trade dress, technology, know-how, and other proprietary information and licenses from third persons granting the right to use any of the foregoing, including all registrations and applications for any of the foregoing that have been issued by or filed with the appropriate authorities, any common-law rights arising from the use of the foregoing, any rights commonly known as "industrial property rights" or the "moral rights" of authors relating to the foregoing, all rights of renewal, continuations, divisions, extensions and the like regarding the foregoing and all claims, causes of action, or other rights arising out of or relating to any actual or threatened Infringement by any person relating to the foregoing;
 - (ii) all computer applications, programs and other software, including without limitation operating software, network software, firmware, middleware, and design software, all design tools, systems documentation and instructions, databases, and related items and physical infrastructure components
 - (iii) all cost information and related data, customer lists, registrar's records, customer and vendor data, correspondence and lists, project literature, artwork, architectural design, development and

manufacturing files, formulations and specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents

- t) "Notice" means:
 - (i) an information, announcement, message, notification, warning etc. which is in writing; or
 - (ii) Consent, approval or other communication required to be in writing under this Contract.
- u) "OEM" means the Original Equipment Manufacturer of any equipment / system / software / product.
- v) "Parties" means the Purchaser and the bidder including sub-contractor(s), if any and "Party" means either of the Parties.
- w) "Purchaser's Project" means all the obligations of the bidder specified under Section V – Scope of Work, which collectively secures the objectives of the Purchaser in supporting the Data Centre Sites physical infrastructure components.
- x) "Purchaser's Representative" means the person or the persons appointed by the Purchaser from time to time to act on its behalf for overall co-ordination, supervision and project management.
- y) "Quarterly AMC and Support Charges" means one fourth of the yearly AMC and Support Charges
- z) "Quarterly Warranty and Support Charges" means one fourth of the yearly Warranty and Support Charges
- aa) "Quarterly Support Cost" means one fourth of the yearly Warranty & Support Charges during the Warranty & Support Phase and means one fourth of the yearly AMC & Support Charges during the AMC & Support Phase
- bb) "Services" means all Technology and On-Site Operation and Maintenance Services that are required to be provided by the bidder as per the terms of reference outlined in Section V.
- cc) "The Purchaser" means the Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India (GoI).
- dd) "Total Contract Value" means the total cost of the project for the mandatory scope of work (across the 19 months as mentioned in the section 3.19) and does not include the cost of items which may be paid for upon extension of contract for instance (for instance the AMC and support cost).
- ee) "Total Cost of Ownership" means the sum of all line items (mandatory scope of work such as upgradation services, certification services etc. and optional scope of work such as AMC & Support services)
- ff) 'Transition' means any event/series of activities with prior written approval from UIDAI which results in transfer of any/all data/ knowledge/ operations/ processes/ documentation/ assets/ personnel, etc from any pre-existing contract of the Purchaser to the bidder

- gg) "UIDAI" means the Unique Identification Authority of India or any other representative authorized by the Unique Identification Authority of India.
- hh) "Working Day": means days of the calendar month excluding Sundays or designated government holidays i.e. gazetted holidays.

3.2 Interpretation

In this Contract unless the context otherwise requires:

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

- o) If the Contract / Service Specification include more than one document then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.

3.3 Conditions Precedent

- a) This Contract is subject to the fulfilment of the following conditions precedent to be satisfied by the Bidder.
 - (i) Furnishing by the bidder, an unconditional, irrevocable and continuing Bank Guarantee towards contract performance as per Clause 2.34.
 - (ii) Obtaining of all statutory and other approvals required for the performance of the Services under this Contract from time to time. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract e.g. clearances from Government authorities for importing equipment, exemption of Tax/ Duties/ Levies, work permits/ clearances for bidder/ its sub-contractor(s)
 - (iii) Where the designated bidder is a subsidiary of a company or a member of a group of companies or is a joint venture company or is special purpose vehicle (SPV) [formed to execute the obligations under this Contract] and where the Purchaser may specify (on account of the bidder's failure to fulfil all selection criteria specified in the Tender), the parent or flagship company/ majority shareholder of such bidder having furnished an unconditional, irrevocable and continuing guarantees of an amount as per Clause 2.34 on behalf of the bidder in a form and manner acceptable to the Purchaser which would remain valid until such time, beyond the term of the Contract, as may be stipulated by the Purchaser.
 - (iv) Furnishing of such other documents as the Purchaser may specify/ demand
- b) The Purchaser reserves the right to waive any or all of the conditions specified in Clause 3.3 above in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have.

3.4 Scope of Work

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

3.5 Key Performance Measurements

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

3.6 Commencement and Progress

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

3.7 Sub-Contract

- a) Only part of scope of work as contained in this Contract may be sub-contracted by the bidder, provided that prior written permission is given for the same by the Purchaser and shall be subject to the provisions of Clause 3.7(b) herein under. Any such sub-contract shall in no manner whatsoever relieve the bidder of its obligations and/ or liabilities, in respect of the services/ obligations so sub contracted, under this Contract. It is clarified that the bidder shall remain liable and responsible for any/ all acts, omissions or defaults of the sub-contract(s) and shall indemnify the Purchaser in respect thereof. Further, in case of omission of UIDAI's approval leading to such a default, the PBG may be invoked.
- b) Bidder shall ensure that Sub-Contractors have prior proven experience of similar work.
- c) Bidder expressly agrees that all the terms & conditions of the sub-contract shall be submitted to the Purchaser for prior written approval. The bidder may not share the commercial portions of the sub-contract documents.

3.8 Bidder's Obligation

- a) The bidder shall be the sole point of contact for all matters relating to the Tender/ this Contract.
- b) It will be the bidder's responsibility to ensure the proper and successful maintenance and continued operation of the data centre in accordance with and in strict adherence to the terms of its Bid/Tender. Bidder shall be responsible for supporting the Data Centre site's Physical Infrastructure Component as per the SLAs specified in Section-VI.
- c) Bidder should adhere to safety procedures, rules regulations and restriction as follows:
 - (i) Bidder's Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and bidder's Team shall abide by these laws.
 - (ii) The bidder shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India.
 - (iii) Access to the Data Centre Sites and Purchaser Locations shall be strictly restricted. No access to any person except the essential members of the bidder's Team who are genuinely required

for execution of work or for carrying out management/maintenance who have been explicitly authorised by the Purchaser shall be allowed entry to the Data Centre Sites and Purchaser Locations. Even if allowed, access shall be restricted to the pertaining equipment of the Purchaser only. Bidder shall maintain a log of all activities carried out by each of its team personnel.

- (iv) The bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Bidder's Team shall adhere to all security requirement/regulations of the Purchaser during the execution of the work. Purchaser's employee also shall comply with safety procedures/policy.
 - (v) The bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- d) Statutory Requirements: During the tenure of this Contract nothing shall be done by the bidder or his team in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard.

3.9 Contract Administration

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

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

3.10 Purchaser's Obligation

- a) The Purchaser shall ensure that timely approval is provided to the bidder as and when required, which may include any document necessary in fulfilment of this contract.
- b) The Purchaser's Representative shall interface with the bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser

shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.

- c) Purchaser, on bidder's request, may provide particulars/information/documentation that may be required by the bidder for providing services covered under this contract and for which the bidder may have to coordinate with respective vendors.

3.11 Payments

- a) Purchaser shall make payments to the bidder only at the times and in the manner set out in the Payment schedule as specified in Clause 3.11.1 subject to the fulfilment of the bidder's obligations herein. Purchaser will make all efforts to make payments to the bidder within 30 days of receipt of full and complete invoice(s) (ready for payment) along with all necessary supporting documents.
- b) Purchaser shall make all payments under this Contract, as set out in the Payment clause to the bidder only and shall not be liable to make any payments or for any other related obligation under this contract to any other party including but not limited to the bidder's sub-contractor(s) / vendors or any other member of bidder's Team or any sub- contractor(s) / third party engaged by the bidder in any way connected with the discharge of the bidder's obligation under the Contract and in any manner whatsoever. The bidder shall be fully liable and responsible for meeting all such obligations and all payments to be made to the aforesaid entities/parties.
- c) All payments agreed to be made by Purchaser to the bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and Purchaser shall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services. In case of change in taxes under change in law during the period of contract, appropriate parties shall pass the impact/ benefit / burden, if any, of the same to the other party.
- d) In the event of Purchaser noticing at any time that any amount has been disbursed wrongly to the bidder or any other amount is due from the bidder to the Purchaser, the Purchaser may without prejudice to its rights recover such amounts by other means after notifying the bidder or deduct such amount from any payment falling due to the bidder. The details of such recovery, if any, will be intimated to the bidder. The bidder shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Purchaser or the bidder.
- e) Deductions:
 - (i) Purchaser shall be at liberty to deduct such amounts from the invoices raised by the bidder as calculated by application of the provisions for liquidated damages as specified in Section-VI – Service Level Agreements.
 - (ii) All payments to the bidder shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, the bidder is liable, the same shall be deducted by Purchaser from any dues to the bidder. All payments to the bidder shall be made after making necessary

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deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Purchaser to the bidder on chargeable basis.

3.11.1 Payment Schedule

Payment will be made as per the following schedule:

Phase	% of Payment	Criteria
Upgradation Services (Bengaluru)	30% of Subtotal A+B for Bengaluru DC	On delivery, to UIDAI facilities, of items equivalent to at least 70% of the total equipment/ infra/ solution/ software etc. mentioned in the “supply” section of the BoQ for Bengaluru facility i.e. Sub Total A
	50% of Subtotal A+B for Bengaluru DC	On successful installation and commissioning of all in-scope solutions/ softwares/ equipment/ system/ infrastructure for Bengaluru facility AND on delivery of the Tier III Design Certificate for Bengaluru facility Installation and commissioning would be considered as achieved when the enhanced data center would be operationalized and ready for ISAT.
	20% of Subtotal A+B for Bengaluru DC	On issuance of Final Acceptance Certification for Bengaluru facility
Upgradation Services (Manesar)	30% of Subtotal C+D for Manesar DC	On delivery, to UIDAI facilities, of items equivalent to at least 70% of the total equipment/ infra/ solution/ software etc. mentioned in the “supply” section of the BoQ for Manesar facility i.e. Sub Total C
	50% of Subtotal C+D for Manesar DC	On successful installation and commissioning of all in-scope solutions/ softwares/ equipment/ system/ infrastructure for Manesar facility AND on delivery of the Tier III Design Certificate for Manesar Facility Installation and commissioning would be considered as achieved when the enhanced data center would be operationalized and ready for ISAT.
	20% of Subtotal C+D for Manesar DC	On issuance of Final Acceptance Certification for the Manesar facility
Certification Service (Bengaluru)	100% of Subtotal E for Bengaluru DC	On submission of Tier III Compliance Certificate (both facility and design certificates) to UIDAI for both in-scope facilities.
Certification Service (Manesar)	100% of Subtotal F for Manesar DC	On submission of Tier III Compliance Certificate (both facility and design certificates) to UIDAI for both in-scope facilities.

Phase	% of Payment	Criteria
Warranty and Support phase (Bengaluru)	100% of Quarterly Warranty and Support fee for Bengaluru DC	Quarterly (after completion of the quarter)
Warranty and Support phase (Manesar)	100% of Quarterly Warranty and Support fee for Manesar DC	Quarterly (after completion of the quarter)
AMC and Support phase (Bengaluru)	100% of Quarterly AMC and Support fee for Bengaluru DC	Quarterly (after completion of the quarter)
AMC and Support phase (Manesar)	100% of Quarterly AMC and Support fee for Manesar DC	Quarterly (after completion of the quarter)

For warranty and Support phase and for AMC and Support phase, the payout would be done quarterly upon the completion of the corresponding quarter. Each quarter will comprise of three months and first quarter will start from the date of Final Acceptance Certificate for the corresponding in-scope facility. Quarterly cost of any service is equal to the annual cost quoted by the bidder divided by four. Quarterly cost may be calculated for each year since year-wise cost may be different. The payment will be released upon completion of every applicable quarter and submission of Quarterly Services Acceptance Report as approved by UIDAI or its designated agency and Quarterly SLA Compliance Report as approved by UIDAI or its designated agency.

3.12 Intellectual Property Rights

- a) The intellectual property rights to all the deliverables shall remain sole and absolute property of the “Purchaser”.
- b) The intellectual property rights of all the tools, processes, utilities, and methodology used in the provision of Services hereunder and/or development of any deliverables hereunder which were existing (**Pre-existing work**) with Bidder prior to this Contract shall remain property of the bidder. All new ideas, inventions, innovations, or developments conceived, developed or made by Bidder or its consultants/employees under this contract, shall remain the property of the purchaser. Bidder grants the Purchaser a non-exclusive, non-transferable, worldwide, perpetual, paid up license to use the Software Consultant Materials to the extent the same have been incorporated in the deliverables or are required for the use of deliverables in terms of this Contract

3.13 Audit

The bidder shall keep and maintain until 5 years or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it and all payments made by the Purchaser under this contract. The bidder shall on request provide the Purchaser or the Purchaser’s representative’s access to all such records as may be requested by the Purchaser in connection with the Contract.

The frequency of audits shall be a (maximum) half yearly, provided always that the Purchaser or its representative shall endeavour to conduct such audits with the lowest levels of inconvenience and

disturbance practicable being caused to the bidder. Any such audit shall be conducted by with adequate notice of 2 weeks to the bidder.

The Purchaser or its representative may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the bidder, a security violation, or breach of confidentiality obligations by the bidder, provided that the requirement for such an audit is notified in writing to the bidder a reasonable period time prior to the audit stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based.

3.14 Ownership & Retention of Documents

All documents relating to the project shall be owned exclusively by the Purchaser. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the bidder shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

3.15 Indemnity

- a) Subject to Clause 3.15(d) below, Implementation Agency (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. The Indemnifying Party, for assessing such Loss, shall also be responsible for solution/ equipment/ infrastructure etc. that is currently operational at UIDAI's in-scope data center and that constitute a part of the solution to deliver the scope of work.
- b) If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
- c) Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by
 - (i) Indemnified Party's misuse or modification of the Service;
 - (ii) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
 - (iii) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either:
 - (i) Procure the right for Indemnified Party to continue using it
 - (ii) Replace it with a non-infringing equivalent
 - (iii) Modify it to make it non-infringing.

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

- d) The indemnities set out in Clause 3.15 shall be subject to the following conditions:
- (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
 - (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
 - (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - (v) all settlements of claims subject to indemnification under this Clause will: a). be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b). include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
 - (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
 - (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
 - (ix) if a Party makes a claim under the indemnity set out under Clause 3.15(a) above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
- e) The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement.
- f) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause 3.15.a) even if it has been advised of their possible existence.
- g) The allocations of liability in this Clause 3.15 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

3.15.1 Risk

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

3.16 Representations & Warranties

- a) In order to induce the Purchaser to enter into this Contract, the bidder hereby represents and warrants as of the date hereof. The following representations and warranties shall survive the term:
 - (i) The bidder is a company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto; or A partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their registered office in India and has been properly constituted and is in continuous existence since incorporation. The bidder shall at all point of time, during the term of contract and during such extended period as the Purchaser may approve, maintain a registered office within the territory of INDIA.
 - (ii) That the bidder along with its sub-contractor(s) have the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by the Purchaser under this contract.
 - (iii) That the bidder and its sub-contractor(s) are not involved in any litigation or legal proceedings, pending, existing, and potential or threatened, that may have an impact of affecting or compromising the performance of its obligations or delivery of Services under this Contract.
 - (iv) That the representations and warranties made by the bidder in its Bid, Tender and Contract are and shall continue to remain true and correct throughout the term of this Contract and bidder shall fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless the Purchaser specifies to the contrary, the bidder shall be bound by all the terms of the Bid/Tender/Contract.
 - (v) That the bidder and its team have the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the Tender and this Contract.
 - (vi) That the bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted/ patented process/ product, as are specifically mentioned by the bidder in its Bid or agreed in writing by the bidder during the Contract term,

- free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.
- (vii) That the execution of the scope of work and the Services herein is and shall be in accordance and in compliance with all applicable laws.
- (viii) That the bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorise the execution, delivery and performance by it of the Contract.
- (ix) That all conditions precedent under the Contract have been satisfied.
- (x) That neither the execution and delivery by the bidder nor the bidder's compliance with or performance of the terms and provisions of the Contract
- A. shall contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the bidder,
 - B. shall conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or
 - C. shall violate any provision of the Memorandum and Articles of Association of the bidder.
- (xi) That the bidder certifies that all registrations, recordings, filings and notarisations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be affected or made by the bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- (xii) That the bidder confirms that there has not and shall not occur any execution, amendment or modification of any of its agreement/ contract/ sub-contract without the prior written consent/ approval of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.
- (xiii) That the bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- (xiv) That the bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the performance of the project under this contract and regarding the same the bidder does not, so far as the bidder is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the bidder is aware, none of the Intellectual Property Rights owned or enjoyed by the bidder or which the bidder is licensed to use, which are material in the context of the bidder's business and operations for the performance of this contract are being infringed nor, so far as the bidder is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the bidder by any person. All Intellectual Property Rights (owned by the bidder or which the bidder is licensed to use) required by the bidder for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and the bidder shall keep the Purchaser indemnified in relation thereto.
- (xv) That the bidder shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied equipment, hardware and software to meet the requirements of the solution design.

- (xvi) No sum of money or no Payment in kind has been made or promised to be made or accepted by any person (s) or will be made or accepted by any person (s) or on its/ his/ her behalf by way of fees/ commission or in any other form whatsoever to induce the Purchaser to enter into this Contract or to keep the Contract in continuance or to settle the terms of the agreement/ contract.
- (xvii) Neither the bidder nor any of its sub-contractor(s) etc. have withheld any material information/ document from the Purchaser, the nondisclosure of which would have a material and adverse effect on the evaluation and/ or the acceptance of the terms of this Contract.

3.17 Events of Default by the Bidder

- a) The failure on the part of the bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the bidder. The events of default as mentioned above may include but not restricted to inter-alia the following:
 - (i) The bidder/ bidder's Team has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work or provide services under this Contract; and/or
 - (ii) The bidder/ bidder's Team has failed to conform/adhere to any of the Service Level Agreements as defined in Section 6 for two consecutive quarters and as per the Penalties defined in Section VI, or if the bidder has fallen short of matching such standards / benchmarks / targets as the Purchaser may have designated with respect to the system, tasks or services, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned failure on the part of the bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Purchaser; and / or the bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Purchaser from time to time, despite being served with a default notice which laid down the specific deviance on the part of the bidder/ bidder's Team to comply with any stipulations or standards as laid down by the Purchaser; and / or
 - (iii) The bidder/ bidder's Team has failed to adhere to any amended directions, instructions, modifications, notifications or clarifications as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract; and / or
 - (iv) The bidder/ bidder's team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract; and / or
 - (v) There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the bidder; and / or
 - (vi) The bidder/bidder's team has failed to comply with or is in breach or contravention of any applicable laws; and/ or
 - (vii) The bidder/ bidder's team has failed to comply with or adhere to any of the terms & conditions of this contract.
- b) Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.
- c) Where despite the issuance of a default notice to the bidder by the Purchaser the bidder fails to remedy the default to the satisfaction of the Purchaser, the Purchaser may, where it deems fit,

issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser.

3.18 Consequences of Event of Default

Where an Event of Default subsists or remains uncured till the end of the notice of default, the Purchaser shall be entitled to:

- a) Impose any such obligations and conditions and / or issue any directions / notifications / clarifications as may be necessary to inter alia ensure smooth continuation of the project and the services which the bidder shall be obliged to comply with that may include re- determination of the consideration payable to the bidder as agreed mutually by Purchaser and bidder or through a third party acceptable to both parties. The bidder shall in addition take all available steps to minimize loss resulting from such event of default.
- b) Suspend all payments to the bidder under the Contract by a written notice of suspension to the bidder, provided that such notice of suspension: (i) shall specify the nature of the failure; and (ii) shall request the bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the bidder.
- c) Require replacement of any of the bidder's Sub-Contractor(s) / bidder's team member(s) with another suitable member(s) where the Purchaser deems necessary. The bidder shall in such case find suitable replacement for such Sub-Contractors/member(s) to the satisfaction of the Purchaser, who shall execute such Contracts with the Purchaser as the Purchaser may require. Failure on the part of the bidder to find a suitable replacement, shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the bidder all losses/ or other damages that may have resulted from such failure.
- d) Terminate the Contract in part or in full. Terminate the contract or a portion or part of the work thereof. The purchaser shall give 30 days' notice to the bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the bidder initiates remedial action acceptable to the Purchaser. This 30 days' notice is in addition to 30 days' notice mentioned in clause 3.17 (b)
- e) Retain such amounts from the payment due and payable by the Purchaser to the bidder as may be required to offset any losses caused to the Purchaser as a result of such event of default and the bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall affect the continued obligation of the bidder and bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
- f) Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Indemnity, recover such other costs/losses and other amounts from the bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.
- g) Require the bidder to make such payments as may be incurred by the Purchaser in getting such work done through any third party as a result of any default on the part of the bidder. Bidder agrees to compensate the Purchaser for the differential costs incurred by the Purchaser in this regard. The differential costs may be limited to (ten) 10 percent of the Total Contract Value for which such option is exercised by the Purchaser.

3.19 Term and Extension of the Contract

- a) The contract period will commence from the date of start of the contract. The term of the contract shall be 19 months. This period of 19 months would constitute of seven (7) months of facility upgradation phase {including the DC rating certification phase} followed by twelve (12) months of warranty and support phase. Post the warranty and support phase, UIDAI, at its sole discretion may extend the contract to take AMC and Support services. Such extensions shall be given on an annual basis for a maximum of four years (i.e. four times on an annual basis).
- b) The warranty and support phase will start post issuance of Final Acceptance Certificate. The AMC and Support phase, if required and approved by UIDAI, shall start post the completion of the warranty and support phase.
- c) In case any delay attributable to the bidder results in the delay of the facility upgradation phase (the initial 7 months), the contract period would be accordingly increased to ensure the completion of the facility upgradation phase and to accommodate the entire 12-month warranty and support phase. Such delay attributable to the bidder, hence, would not lead to a reduced warranty and support phase.
- d) On completion of 7 months of upgradation phase (i.e. upon the issuance of Final Acceptance Certificate), there would be a warranty and support phase for 12 months.
- e) The Purchaser shall have the right to grant any extension of the above-mentioned term of 19 months at its sole discretion and shall notify the bidder in writing, at least 3 months before the expiration of the term of this contract, whether it will grant the bidder an extension of the term. The decision to accept or refuse the extension shall be at sole discretion of UIDAI.
- f) Where the Purchaser is of the view that no further extension of the term be granted to the bidder, the Purchaser shall notify the bidder of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, the bidder shall continue to perform all its obligations hereunder, until such reasonable time (3 months) beyond the Term of the Contract within which, the Purchaser shall either appoint an alternative agency/vendor or create its own infrastructure to operate such Services as are provided under this Contract. The Purchaser shall pay for the bidder's services for the period beyond the term of this contract as per the terms and conditions of this contract.
- g) For first year AMC and Support phase i.e. after the completion of Warranty & Support Phase, the bidder will be paid as per the amount quoted in BoQ of BoQ Excel i.e. constituents of Sub-Total H. For subsequent years, an 8% year-on-year escalation would be considered to determine the payout of Yearly AMC and Support phase. For instance, if the Amount quoted of Annual AMC & Support Phase for Bengaluru Data Center is Rupees Hundred Only, then the Annual AMC & Support phase would be as follows:

Year 1 of AMC & Support	Year 2 of AMC & Support	Year 3 of AMC & Support	Year 4 of AMC & Support
100	108	116.64	125.97

The payout of the AMC & Support phase would be as per the provisions of section 3.11

3.20 Termination

- a) The Purchaser may, terminate this Contract in whole or in part by giving the bidder a prior and written notice of 90 days indicating its decision to terminate the Contract under the following circumstances:

- (i) Where the Purchaser is of the opinion that there has been such Event of Default on the part of the bidder / bidder's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of the bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.
 - (ii) Where it comes to the Purchaser's attention that the bidder (or the bidder's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the bidder's Bid, the Tender or this Contract.
 - (iii) Where the bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the bidder, any failure by the bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the bidder or the bidder becomes bankrupt or otherwise insolvent or the happening of any such events that are adverse to the commercial viability of the bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary including the right to terminate the contract by giving written notice to the bidder, without compensation to the bidder, 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, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.
- b) The bidder may, subject to approval by the Purchaser, terminate this Contract before the expiry of the term by giving the Purchaser a prior and written notice at least 90 days in advance indicating its intention to terminate the Contract.

3.21 Consequences of Termination

- a) In the event of termination of this Contract pursuant to Clause 3.20, [whether consequent to the stipulated Term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/or the successor agency, as may be required, to take over the obligations of the erstwhile bidder in relation to the execution/continued execution of the scope of this Contract, even where such assistance is required to be rendered for a reasonable period (3 months) that may extend beyond the contract term/ termination hereof.
- b) Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the bidder /bidder's Team or due to the fact that the survival of the bidder as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser through re-determination of the consideration payable to the bidder as agreed mutually by Purchaser and bidder or through a third party acceptable to both parties may pay the bidder for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the bidder up to the date of termination. Without prejudice to any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the bidder as may be required to offset any proven losses caused to the Purchaser as a result of the Termination or due to any acts/omissions of the bidder. In case of any loss or damage due to default on the part of the bidder in performing any of its obligations with regard to executing the scope of work under this Contract, the bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the bidder's Team and/or all third parties appointed by the bidder shall continue to perform all their obligations and responsibilities as stipulated under this

Contract, and as may be proper and necessary to execute the scope of work under the Contract in terms of the bidder's Bid, the Tender and this Contract, in an identical manner as were being performed before the collapse of the bidder as described above in order to execute an effective transition and to maintain business continuity of the Purchaser

- c) Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law.
- d) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- e) Purchaser agrees to pay bidder for all charges for Services, Deliverables and/or system (or part thereof) bidder provides and delivers through termination at rate mentioned under this contract, for extension period beyond termination, with effect from termination orders are issued, for a period of 3 months.

3.22 Dispute Resolution

- a) During the subsistence of this Contract or thereafter, in the event of any dispute, claim, question, or disagreement arising out of or in relation to this contract, disputes between the Parties shall include, without limitation of the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the parties shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, shall endeavour to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives to the other Party a thirty (30) days' notice in writing, to refer the dispute to arbitration.
- b) The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- c) The Arbitration proceedings shall be held at Delhi, India.
- d) The Arbitration proceeding shall be governed by the substantive laws of India.
- e) The proceedings of Arbitration shall be in English language.
- f) All disputes and/ or differences remaining unresolved after endeavours under Clause 3.22(a) failed shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who will be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.
- g) In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/ Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the Delhi High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.
- h) The Arbitrator on behalf of the Purchaser shall be the CEO of UIDAI.
- i) If any of the Arbitrators so appointed expires/ resigns/ is incapacitated or withdraws for any reason whatsoever from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint

another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

- j) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration in its notice, at the time of invocation of arbitration and not thereafter.
- k) It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- l) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- m) The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- n) Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
- o) Continuation of the Contract: Notwithstanding the fact that settlement of dispute(s)/ arbitration (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

3.23 Time is the Essence

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

3.24 Conflict of Interest

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.

3.25 Publicity

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

3.26 Force Majeure

- a) The Purchaser or the bidder as the case may be are entitled to suspend or excuse their respective performance of their respective obligations under this agreement to the extent that the Purchaser or the bidder as the case may be is unable to render such performance by an event of Force Majeure.
- b) In this agreement Force Majeure means any event or circumstance or a combination of events and circumstances, which satisfy all the following conditions: -
 - (i) materially and adversely affects the performance of an obligation;
 - (ii) are beyond the reasonable control of the affected party;
 - (iii) such party could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill or care;

- (iv) do not result from the negligence or misconduct of/ from/ by such party/ their representatives/ employees/ agents as the case may be, or the failure of such party to perform its obligation hereunder; and
- (v) or any consequence of which have an effect described in Clause 3.26 a)
- c) Force Majeure includes the following events and/ or circumstances to the extent that they or their consequences satisfy the requirements set forth in Clauses 3.26 a) and 3.26 b):
 - (i) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India;
 - (ii) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
 - (iii) nuclear explosion, radioactive and chemical contamination or ionising radiation, directly affecting the area, unless the source and the cause of explosion, contamination, radiation or hazardous thing is brought to or near the area by the bidder or anyone affiliated to bidder or any contractor or sub-contractor of bidder or any of their employees or servants or agents
 - (iv) strikes or working to rule, go- slows and/ or lock outs which are on each case wide spread nation wise or political;
 - (v) any effect of the natural elements including lighting, fire, earthquake, unprecedented rains, cloud bursts, flash floods, landslides, storms, cyclone, tsunami, typhoon or tornado within India;
- d) Explosion (other than a nuclear explosion or an explosion resulting from an act of war) within India;
 - (i) epidemics and plague within India;
 - (ii) any major accident or breakdown which is not brought about by an act of sabotage by the bidder or anyone affiliated to bidder or any contractor or sub-contractor of bidder or any of their employees or servants or agents;
 - (iii) any fire, which is not the effect of natural element;
 - (iv) Any event or circumstances of a nature analogous to any events set forth in paragraphs (i) to (v) of Clause 3.26 (c) above within India.
- e) Procedure for Force Majeure
 - (i) If a party claims relief on account of or under the Force Majeure event, then such party claiming to be affected by the Force Majeure event, immediately on becoming aware of the Force Majeure event must give notice thereof and describe in detail herein under:
 1. the Force Majeure event (s) that have occurred;
 2. the obligations affected as described in Clause 3.26;
 3. the date of commencement and estimated cession of such event of Force Majeure; and
 4. the manner in which the Force Majeure event(s) affect the party's obligations under this contract/ agreement
 5. No party shall be able to suspend or excuse the non- performance of its obligations herein unless such party has given the notice specified above.
 - (ii) The affected party shall have the right to suspend the performance of obligations affected as described in Clause 3.26 upon delivery of the notice of the occurrence of Force Majeure event in accordance with sub clause (1) above
 - (iii) The time for performance by the affected party of any obligation or compliance by the affected party with any time limit affected by Force Majeure, and for the exercise of any right affected thereby, shall be extended by the period during which such Force Majeure continues and by such additional period thereafter as is necessary to enable the affected party to achieve the level of activity prevailing before the event of Force Majeure.
 - (iv) The party receiving the claim and relief under the Force Majeure shall, if it wishes to dispute the claim, give a written notice of dispute to the party making the claim within 50 days of receiving of the notice of claim. If the notice of claim is not contested within 50 days as stated above, all

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

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

3.27 General

- a) Relationship between the Parties
 - (i) Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and bidder/bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the Purchaser and bidder.
 - (ii) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
 - (iii) The Purchaser has no obligations to the bidder's Team except as agreed under the terms of this Contract.
- b) Survival: The provisions of the clauses of this Contract in relation to documents, data, ownership of data, processes, property, Intellectual Property Rights, indemnity, publicity, warranties, disputes, and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the bidder of its release from those obligations.
- c) Entire Contract: The terms and conditions laid down in the Tender and all annexure, addendum thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.
- d) Governing Law: This Contract shall be governed in accordance with the laws of India as applicable from time to time.
- e) Jurisdiction of Courts: The Courts of India at Delhi have exclusive jurisdiction to determine any proceeding in relation to this Contract.
- f) Compliance with Laws: The bidder / bidder's Team, its employees/ representatives/ agents/ sub-contractor(s)/ sub-contractors shall comply with the laws in force in India in the course of performing this Contract.
- g) Waiver
 - (i) Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
 - (ii) A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
 - (iii) The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

3.28 Application

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

3.29 Modification

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

3.30 Currency of Payment

Payment shall be made in Indian Rupees only.

3.31 Change Orders/ Alteration/ Variation

3.31.1 Basic Details

- a) Purchaser may at any time during the contract duration i.e. post the execution of the contract, by a written change order given to the bidder, make changes within the scope of the contract. The Purchaser will have the option to increase or decrease specifications of the equipment to be serviced, as mentioned in the Contract, at any time during the contract period.
- b) Terms and conditions and the rate would be as provided in the contract. In case of decrease in quantity or specifications of goods or services requirements, the bidder shall give a reduction in price at the rate mentioned in the contract (also refer clause 2.32).
- c) In case applicable rates for the increase/decrease in question are not available in the Contract then the rates as may be mutually agreed shall apply.
- d) The bidder shall not be entitled to any claim by way of change of price, damages, losses, delays, etc. The bidder shall be compensated at actual for any cancellation charges provided the claim is duly supported by documentary evidence of having incurred cancellation charges, which results from Purchaser's action in reducing/ cancelling scope of work.

3.31.2 Conditions for Change Order

- a) Any change order comprising an alteration which involves change in the cost of the goods and/or services (which sort of alteration is hereinafter called a "Variation") shall be subject of an amendment to the contract by way of an increase or decrease in the Total Contract Value.
- b) If required, a study may be conducted along with all relevant details including the estimated time and cost effect thereof with supporting documents and should be submitted to the Purchaser to enable the Purchaser to give a final decision whether bidder should proceed with the change order or not in the best interest of the works
- c) The estimated cost and time impact indicated by bidder shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order.
- d) In case bidder fails to submit all necessary substantiation/calculations and back up documents, the decision of the Purchaser regarding time and cost impact shall be final and binding on the bidder.
- e) The provisions of the contract shall apply to change order as if the change order has been included in the original Scope of work.

3.32 Governing Language

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

3.33 “No-Claim” Certificate

The bidder 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 bidder after having signed a “No claim” certificate in favour of the Purchaser in such forms as shall be required by the Purchaser.

3.34 Assignment/ Novation

- a) The bidder shall under no circumstance transfer any interest, right, benefit or obligation under this Contract to any third party, without the prior written consent of the Purchaser.
- b) The Purchaser reserves the right to assign any/ all of its rights and obligations under this contract to any of its representatives during any stage of the contract term.

3.35 Limitation of bidder’s Liability towards the Purchaser

- a) The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the Total Contract Value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 3.15.
- b) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause 3.15(1) even if it has been advised of their possible existence.
- c) The allocations of liability in this Clause and clause 3.15 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

3.36 Severance

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

3.37 Liquidated Damages

- a) Subject to Clauses of Section-VI Service Level Agreements, the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract recover from the bidder, as liquidated damages, a sum as calculated based on the clauses of Section-VI. The maximum amount of damages that can be recovered during each phase of the contract are mentioned in the table below:

UIDAI: RFP for Upgrading Data Centres

Phase	Maximum Amount
Upgradation Phase	20% of cost quoted for Upgradation Services for the corresponding data center (SubTotal A + B for Bengaluru) (SubTotal C + D for Manesar)
Certification Phase	20% of cost quoted for Certification Services for the corresponding data center (SubTotal E for Bengaluru) (SubTotal F for Manesar)
Warranty and Support Phase (For each quarter) AND AMC and Support Phase (For each quarter)	20% of Quarterly Support Cost for the corresponding in-scope data center

- b) The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the bidder in its hands (which includes the Purchaser's right to claim such amount against bidder's Bank Guarantee) or which may become due to the bidder. Any such recovery or liquidated damages shall not in any way relieve the bidder from any of its obligations to complete the service or from any other obligations and liabilities under the Contract.
- c) Delay not attributable to the bidder will be considered for exclusion for the purpose of computing liquidated damages. Authority to decide the delays which are not attributable to the bidder lies with UIDAI.

4 SECTION IV–CONTENTS OF BID

4.1 Technical Bid

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

Technical Proposal

TECH-1	<ul style="list-style-type: none"> • Technical Checklist (populated table mentioned in section 4.1.1)
TECH-2	<ul style="list-style-type: none"> • Technical Proposal Submission Form
TECH-3	<ul style="list-style-type: none"> • Details of Bidder’s Organization
TECH-4	<ul style="list-style-type: none"> • Bidder’s Financial Information
TECH-5	<ul style="list-style-type: none"> • Experience in Data Centre Maintenance Service
TECH-6	<ul style="list-style-type: none"> • Information on Bidder’s Manpower

4.1.1 FORM TECH – 1: Checklist – Technical (List of Documents to be Uploaded in Technical Bid)

S. No.	Description	Whether Uploaded (Y/N)	Page No.
(i)	BSD as per Appendix C		
(ii)	Certification of incorporation/ Legal Entity/ Registration of company, Clause 2.14 c(ii)		
(iii)	Registration Certification (Relevant Certificate for compliance with Tax Authorities), Clause 2.14 c(iii)		
(iv)	Undertaking against debarment, Clause 2.14 c(iv)		
(v)	Details of support office in Bengaluru and Delhi NCR, Clause 2.14 c(v)		
(vi)	Certificate of authorization for Bid signing as per Clause 2.13		
(vii)	Technical proposal submission form - FORM TECH2, Clause 4.1.2		
(viii)	Details of Bidder’s Organization- FORM TECH 3, Clause 4.1.3		
(ix)	Bidder’s Financial Information – FORM TECH 4, Clause 4.1.4		
(x)	Experience in Data Centre Build/ Upgradation Service - FORM TECH 5, Clause 4.1.5		
(xi)	Information on Bidder’s Manpower - FORM TECH 6, Clause 4.1.6		
(xii)	MAF as per Appendix E		
(xiii)	Compliance to Functional & Technical Specifications as per Appendix F		

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

4.1.2 FORM TECH – 2: Technical Proposal Submission Form

To:

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

Ref: Request for Proposal #.....for “**Upgrading Data Centres**”

Dear Sir:

We, the undersigned, offer to provide **Data Centre Upgradation Services** in accordance with your Request for Proposal for “**Upgrading Data Centres**” at Bengaluru and Manesar Data Centers dated _____. We are hereby submitting our Proposal which includes this Technical Proposal as per eProcurement system.

We hereby declare that we are submitting our Proposal as a single Bidder/ company and have not formed or intend to form or execute the contract with any other entity, sub-contractors or consortiums.

We hereby declare that all the information and statements made in this Technical Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to provide Data Centre Upgradation services related to the assignment as per the conditions of the RFP.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Company:

Address:

Location:

Date:

4.1.3 FORM TECH – 3: Detailed Information of Bidder

Details of the Organization – Bidder	
Name	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Support Office in Bengaluru	
Address of the Support Office in Delhi NCR	
Contact details 1 (name, address, phone no. and email)	
Contact details 2 (name, address, phone no. and email)	

4.1.4 FORM TECH – 4: Financial Information of Bidder

Financial Information – Bidder				
		FY 2018-19	FY 2017-18	FY 2016-17
1	Net Turnover (in INR Crores)			
2	Turnover from Data Centre Build or Upgradation (in INR Crores) #			
3	Other Relevant Information			

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

#In case revenues from Data Centre Upgradation services are not separately mentioned in the audit reports, a Certificate from the Bidder’s statutory auditor/Company Secretary shall be provided, specifying the relevant turnover for respective years.

4.1.5 FORM TECH – 5: Experience in Data Centre Build/ Upgradation Service

- a) Bidder must have executed minimum(during the last 5 (Five) years)
 - (i) **‘two contracts of Build/ Upgradation of Data Centre with 80 or more IT racks or 800 or more Servers each’ or**
 - (ii) **‘one contract of Build/ Upgradation of Data Centre with 100 or more IT racks or 1000 or more Servers’**
- b) Data centres with **Certification/compliance for Tier-III/Rated-3** and above will only be considered for evaluation.
- c) For each credential the bidder must submit Completion certificate from the client clearly specifying the details to ensure compliance to this criterion OR Certificate from Company Secretary mentioning all the details to ensure compliance to this criterion
- d) The evidence list mentioned above are to be enclosed to ensure that the furnished credentials pertain to Data Centre(s) that are Tier-III/Rated-3 or above
- e) Bidder’s in-house Data Centers (for internal consumption) shall not be considered.
- f) In case the bidder owns and manages a co-hosting Data Centre facility then a certificate to this effect from the authorised signatory of the bidder and a copy of Tier-III/ Rated-3 or above certification or compliance certificate from Authorized certification/Audit Agency to be enclosed. Such facilities would only be considered if the total racks deployed for a third party (who has availed the co-hosting service from the bidder) constitute at least 25% of the total racks deployed in the facility.

Sl. No.	Details of the Client along with address, telephone and email Id/Fax numbers	Scope of Work	Amount of Contract. (Rs. in Crores)	Duration of Contract.	
				From	To

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

4.1.6 FORM TECH – 6: Information on Human resource of Bidder

<On letter head of the firm>

To:

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

Ref: Request for Proposal #.....for **“Upgrading Data Centres”**

Dear Sir:

We, the undersigned, certify that <name of the Bidder> has more than 300 employees on its payroll for last one year from the date of bid submission.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]:*

Name and Title of Signatory:

Name of Company:

Address:

Location:

Date:

4.2 Commercial Bid

Commercial Proposal

FIN-1	• Commercial Checklist (populated table mentioned in section 4.2.1)
FIN-2	• Financial Proposal Submission Form
FIN-3	• Summary of Costs
FIN-4	• BOQ in Excel file Format

4.2.1 FORM FIN – 1: Checklist – Commercial (List of Documents to be uploaded in the Commercial Bid)

S. No.	Description	Whether Enclosed (Y/N)	Page No.
(i)	Financial Proposal FORM FIN 2, Clause 4.2.2		
(ii)	Summary of cost FORM FIN 3, Clause 4.2.3		
(iii)	Summary of Cost – BOQ in Excel file Format FORM FIN 4, Clause 4.2.4		

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

4.2.2 FORM FIN – 2: Financial Proposal Submission Form

<On letter head of the firm>

To:

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

Ref: Request for Proposal #.....for **“Upgrading Data Centres”**

Dear Sir:

We, the undersigned, offer to provide Data Centre Upgradation Services to UIDAI in accordance with the Request for Proposal dated _____ and our Technical Proposal. Our attached Financial Proposal is for the sum of _____ [Insert amount including taxes in words and figures]. The amount of the local taxes, as identified/estimated is shown in the summary separately.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal i.e. as per clause 2.15 regarding bid validity.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Company: _____

Address: _____

Location: _____

Date:

Notes:

- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2 and total in Form FIN-3
- 2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.”

4.2.3 FORM FIN – 3: Summary of Costs

Financial Proposal for providing Data Centre Upgradation services

S No	Item	Category Code	Cost In INR	Taxes and other duties in INR	Total Cost (Including taxes)
1	Upgradation Services *Bengaluru Data Center" – SUPPLY	Sub Total A			
2	Upgradation Services *Bengaluru Data Center" – SERVICES	Sub Total B			
3	Upgradation Services *Manesar Data Center" – SUPPLY	Sub Total C			
4	Upgradation Services *Manesar Data Center" – SERVICES	Sub Total D			
5	Certification Services *Bengaluru Data Center"	Sub Total E			
6	Certification Services *Manesar Data Center"	Sub Total F			
7	Warranty & Support Services	Sub Total G			
8	AMC & Support Services	Sub Total H			
	Total Cost of Ownership including Taxes (A+B+C+D+E+F+G+H) (in figures)				
	Total Cost of Ownership including Taxes (A+B+C+D+E+F+G+H) (in words)				
10	Total Price for Buy-Back	Sub Total J			
	Net Cost of Ownership including Taxes (A+B+C+D+E+F+G+H-J) (in figures)				
	Net Cost of Ownership including Taxes (A+B+C+D+E+F+G+H-J) (in words)				

Where,

	Total Contract Value including Taxes (A+B+C+D+E+F+G) (in figures)	
	Total Contract Value including Taxes (A+B+C+D+E+F+G) (in words)	

Please note: The bidder is expected to also enclose the detailed break-up of cost for each line item mentioned in the BoQ Excel.

4.2.4 FORM FIN – 4: BOQ in Excel file Format

Please note that FORM FIN 4 is the BOQ in MS Excel uploaded in Excel file Format along with the RFP.

5 SECTION V - SCOPE OF WORK

5.1 Introduction

This section of the RFP describes the upgradation work to be undertaken at at Bengaluru and Manesar for UIDAI Data Centres (DC). The successful bidder will be required to upgrade the in-scope data centres and thereafter maintain the same as per the scope of work mentioned in this section. The minimum specified work to be undertaken by the successful bidder for upgrading and maintaining DC has been categorized as under:

- (i) Upgradation Phase
- (ii) Support phase (across Warranty and Support phase followed by an AMC and Support phase)

5.1.1 Geographical Scope

The two in-scope facilities where in the scope of work needs to be delivered are:

- (i) Manesar Data Center
- (ii) Bengaluru Data Center

Please refer section 1.1 for details of the two in-scope data centers mentioned above.

5.1.2 Objective of this RFP

Presently, both the in-scope data centers mentioned in section 5.1.1. above are divided in to 3 areas i.e. medium density area, high density area and very high-density area. **Only High Density (HD) area needs to be upgraded to an Ultra High-Density Area.**

The high-density area is further bifurcated into 4 rows of 20 racks each. Currently, the load of each rack is approximately 9.5KVA. The successful bidder shall have to upgrade this portion of the data center such that each rack can take a load of 25KVA. Further, the successful bidder can consider a peak load of 300KVA per Rack-Row (each rack row shall comprise of 20 racks). Thus, UIDAI, through this RFP envisages to upgrade the current High-Density Area to Ultra High-Density Area (with 80 racks) at both the in-scope facilities.

Further, UIDAI envisages the upgradation to result into **Tier III** compliant data centers.

- a) The successful bidder should ensure that all appropriate solutions, equipment, infrastructure and services are delivered and operationalized to fulfil the objective of UIDAI.
- b) The quantity mentioned in the BOQ Excel file is the minimum quantity that the bidder may supply to meet the objective of the RFP.
- c) The successful bidder should factor all costs to ensure that the objective of RFP is met. In case additional solutions, equipment, infrastructure and services are required or quantity of solutions, equipment, infrastructure and services mentioned in the BoQ is assessed to be inadequate, the successful bidder may appropriately add the list of solution(s)/ equipment/ software etc along with quantity AND/ OR enter the increased quantity in column E of the sheets in the BoQ Excel sheet for the line items where quantity is found to be less in the BOQ MS Excel file. For SubTotal A and SubTotal C, in case the bidder considers that the minimum quantity mentioned in Column D for any

line item is sufficient then the bidder may enter 0 (“zero”) in the column M for that corresponding row.

- (i) For items where the minimum quantity is mentioned as 0 (“zero”), the bidder is expected to assess the requirement of the corresponding item and enter the quantity accordingly in Column M of the corresponding row.
 - (ii) Hence, the total quantity of each line item to be supplied or served by the bidder would be the sum-total of quantity mentioned in Column D and in Column M for each corresponding line item.
- d) In case the final BoQ submitted by the bidder is still found to be inadequate to meet the objective of this RFP, the successful bidder shall have to deliver and operationalize the additionally required solution(s)/ equipment/ software etc at no extra cost to UIDAI.**
- (i) As exception to the clause above (5.1.2 (d)), pay out would be made on actuals for cable items i.e. for item code Code_1.23 to Code_1.29 and for Code_3.23 to Code_3.29
- e) In case the bidder is proposing solution(s)/ equipment/ software/ services etc over and above the quantity mentioned in the BoQ Excel, the bidder is expected to furnish a detailed split for such items along with the printed BoQ Excel (printed BoQ Excel as requested as per section 2.2 of this RFP).

5.1.2.1 Solution Sizing Guidelines

Following are the minimum constraints/ considerations that bidder may assume while proposing the bill of material:

- a) A power factor of 0.9 may be considered.
- b) For equipments pertaining to UPS and other electrical components, a maximum load of 80% may be considered.
- c) BBT current may considered as 1.5 times the circuit current.
- d) The minimum cooling capacity of each in-row units should be 27KW.
- e) For PAC units, 1+1 configuration may be adhered to (where 25 tonnage should be the minimum capacity of each unit). Hence, 2 units of 25 tonnage each is the minimum requirement for each in-scope facility.
- f) A PUE of 1.6 has to be considered while design for each in-scope facility. Total PUE shall be measured and assessed as a part of ISAT testing.
- g) Only modular UPS may be proposed as part of the solution.
- h) The existing Chiller systems shall have to be reused. In case the bidder considers the existing capacity of Chiller to be inadequate, the bidder may propose additional chillers to meet the load requirements.
- i) Adequate redundancy for each component in the overall solution may be considered in order to ensure compliance to Tier III standards.

5.2 Duration of Contract

The contract period will commence from date of start of the contract and shall be as mentioned in section 3.19 of this RFP document. Following is an illustrative representation of the duration of contract.



Please note: The first two months of the Warranty & Support phase would constitute stabilization phase. Subsequently, there would be transition period of one month.

5.3 Upgradation Services

5.3.1 Summary for Data Center Design Requirements

The bidder is required to assess, construct, commission & implement the required solutions, packages and infrastructure to upgrade the in-scope data centres in terms Civil & Interior works, Electrical, Mechanical & HVAC systems. The successful bidder is expected to ensure that the upgraded data centers are complete in all respects. The bidder's activities would include, but not be limited to the following:

- a) **Civil & Interior works** – Removing of existing doors and windows, if required, construction of brick wall, providing Fire rated Gypsum partition, false flooring & false ceiling including, other works like doors & painting inside the Data Centre.
- b) **Electrical and Power Works:** Electrical works in terms of electrical distribution from the main Data Centre electrical main panel up to rack level distribution.
- c) **UPS System:** UPS system catering to critical loads to be provided with battery back-up.
- d) **In-Row Cooling Units:** Plan, supply, delivery, implementation, testing and documentation of the In-Row cooling system for the in-scope data center facilities and decommissioning of the existing units
- e) **Chiller Low Side Works:** Couple the chiller-low side with In-Row units as per the design-certified drawings
- f) **HVAC Works:** The cooling unit for the cold aisle area must be INROW units. For remaining server room, the cooling units must be Precision Air conditioning (PAC) units.
- g) **Fittings & Fixtures:** Dismantle, remove, upgrade and create the fabricated structure for electrical panels and cables
- h) **Safety and Security System:** De-Humidifiers. All the other existing safety & security systems (such as lighting, emergency lighting, rodent repellent, smoke detector, automatic fire suppression etc.) shall have to be uninstalled, safely stored and again re-installed, re-configured such that these systems are operationalized to be in the same state as they were before uninstillation
- i) **BMS Integration:** Ensure that all the current and newly added equipment/ solutions are integration with the BMS solution, and all corresponding data is captured.
- j) **DCIM Integration:** Ensure that all the current and newly added equipment/ solutions are integration with the DCIM solution, and all corresponding data is captured.
- k) **Project Management:** The Bidder shall be doing Project Management for the upgradation phase and perform the same till the successful completion of ISAT testing and issuance of the Final Acceptance Certificate.
- l) **Deep cleaning** of the in-scope facilities after the upgradation activities are completed

The successful bidder shall also be responsible to make good all losses/ damages to UIDAI property/ assets resulted by the bidder during the upgradation phase. The successful bidder shall have to replenish the damaged assets (same make and model) at no extra cost to UIDAI.

UIDAI: RFP for Upgrading Data Centres

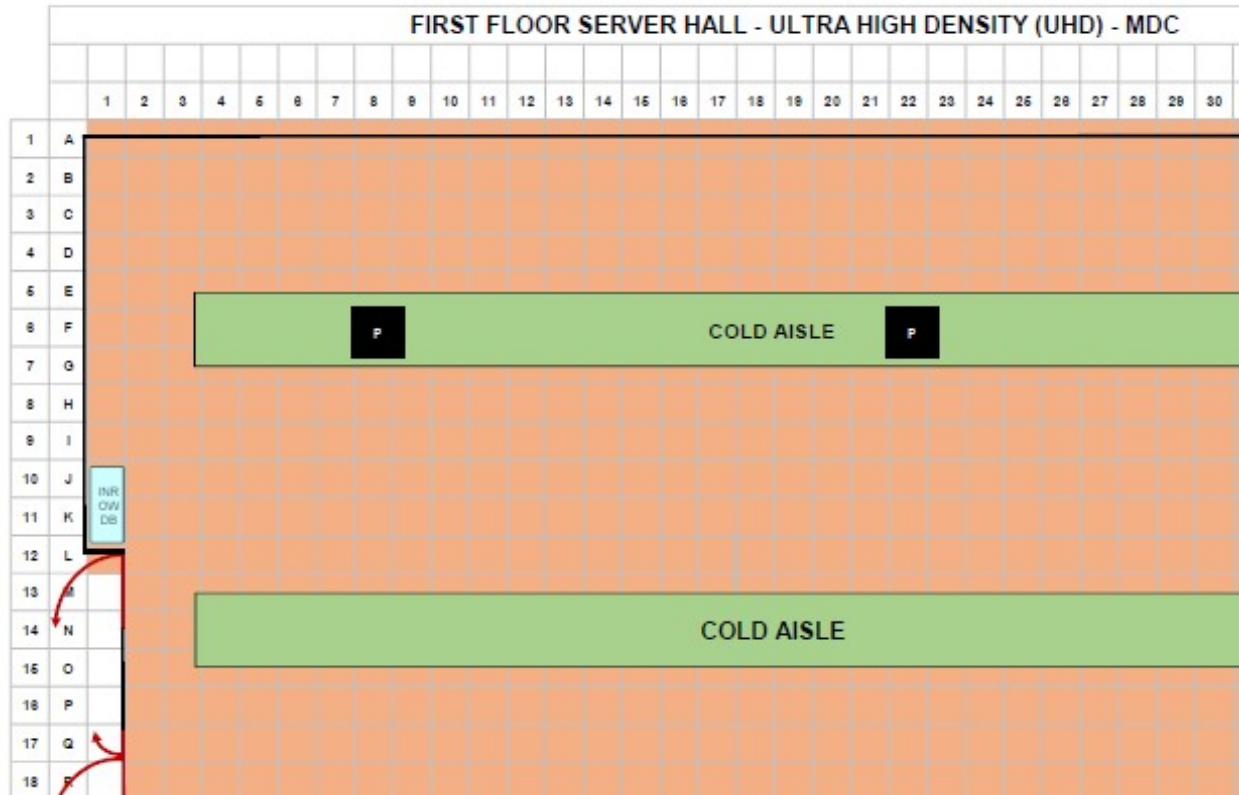
5.3.1.1 Buy-Back

The bidder is expected to mandatorily buy-back all the equipment/ solution/ system/ assets etc. as identified by UIDAI. The list of items available for buy-back shall be shared with the bidders upon submission of the Requisition Form for Information as per Appendix G. The bidder may perform its own due diligence while quoting a value for buy-back (SubTotal J in the BoQ Excel).

- a) UIDAI will hand-over the items mentioned for buy-back after successful completion of the upgradation phase i.e. upon issuance of the FAC to the successful bidder.
- b) The bidder is expected to quote for the buy-back items after proper due diligence. UIDAI shall not be responsible for change of state of any item available for buy-back.
- c) The successful bidder shall be responsible for picking up the buy-back items from respective locations.

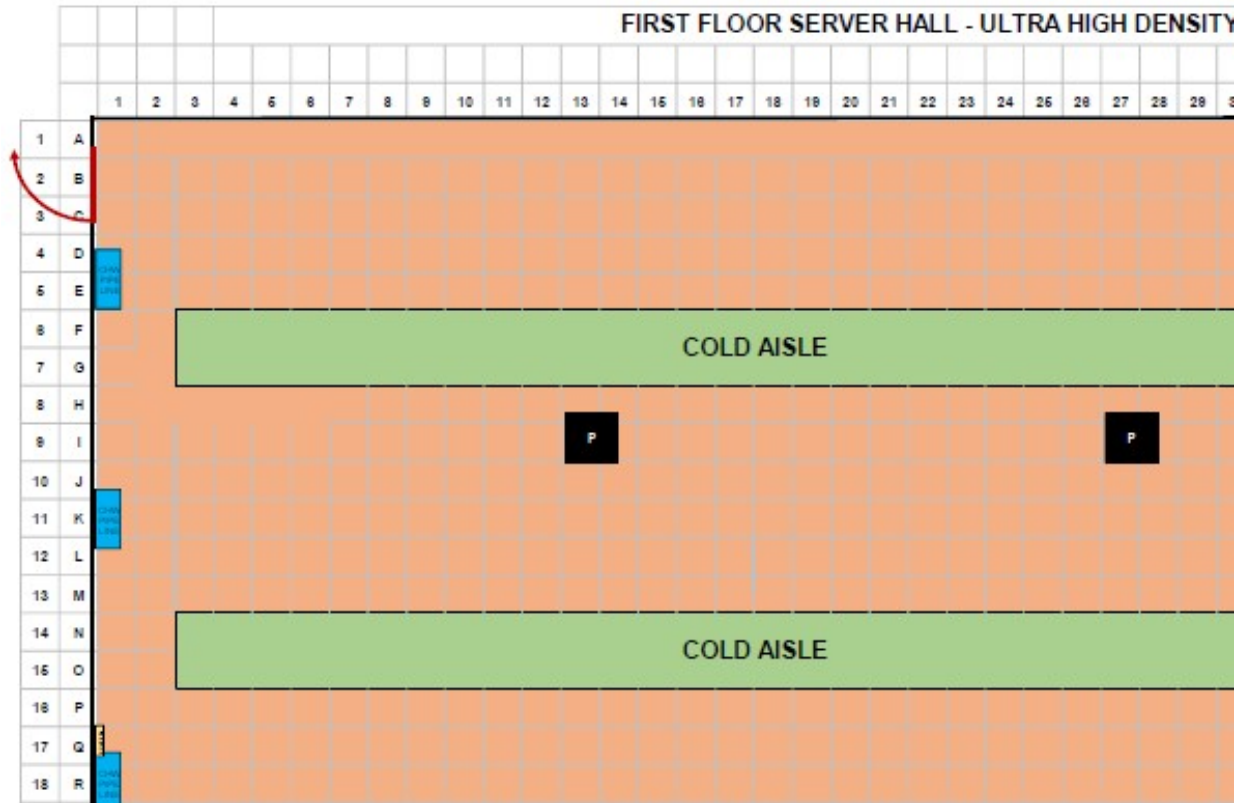
5.3.2 Data Center Layout

5.3.2.1 Manesar Data Center



Scale: Each small square represents 600mm x 600mm

5.3.2.2 Bengaluru Data Center



Scale: Each small square represents 600mm x 600mm

5.3.3 Data Center Setup - Supply of Required Systems/ Packages/ Hardware/ Other Equipment

5.3.3.1 Civil & Interior Works

The successful bidder shall be responsible for civil and interior works as part of the data center upgradation phase. Following is the minimum set of activities that the successful bidder shall be responsible for:

- a) Dismantle work as required and moving the dismantled items to a designated area in the DC complex
- b) Supply & Fixing of Antistatic Laminate skirting matching with floor tiles with thick MDF Board / Bison Board
- c) Providing, making & fixing an enclosure for gas cylinder of Shutters and sidewalls, Partitions along with wooden support and MDF board along with approved laminate colour outside and 2 coat of enamel paint inside the shutter as and where required
- d) Providing and applying acrylic plastic emulsion paint of approved make and shade to give an even shade over a primer coat as per manufacturers recommendations for gypsum and walls
- e) All existing systems (such as lighting, emergency lighting, rodent repellent, smoke detector, automatic fire suppression etc.) shall have to be uninstalled, safely stored and again re-installed, re-

configured such that these systems are operationalized to be in the same state as they were before uninstallation

- f) Upgradation (replacement/ repair) of Gypsum board partitioning for datacenter space
- g) Performing any brick work, if required
- h) Ensuring that walls for in-scope HD section of Data Center (section being upgraded to UHD) that are Fire-Rated as per Tier III standards to prevent any spread of fire
- i) Ensure Galvanized coating for materials such as ceiling grids, raised floorsupports, etc. should be electroplated galvanized. This is to avoid zinc whiskers or metallic contamination
- j) Ensure that no water or drain piping is routed through the data Centre that is not associated with data Centre equipment. Water or drain piping, if required, should be routed within the data Centre and should be either encased or provided with a leak protection jacket.
- k) Any realignment works
- l) Paint work (the paint used should be “fire-rated”)
- m) Epoxy Paint work inside Data center (server room, UPS room, Power room)
- n) Installation and commissioning of all components proposed against this section of scope of work
- o) Supplied equipment, services and solutions must comply with Tier III compliance in all aspects

Should the bidder identify any other requirement (solution/ equipment/ infrastructure etc.) to make the in-scope data center tier III compliant, the bidder should mention the same in the bill of material and factor in the cost for the same.

5.3.3.2 Electrical and Power Works

This successful bidder shall be responsible for delivery, upgradation, testing and documentation of the agreed electrical system. Following is the minimum set of activities that the successful bidder shall be responsible for:

- a) Supply, install and commission the required cables, BBT, cable trays, raceways, PDUs, sockets, distribution boards etc as per the design-certified drawings
- b) Mount and upgrade all the electrical panelson the floor or wall as per SLD and bill of material.
- c) Mount the light fixtures and other components and complete all connections
- d) Cut chases, provide clamps hangers etc. for fixing the cable/cable tray earth strip / earth wire in position
- e) Perform testing on installed electrical system as per bill of material.
- f) Perform cable dressing and labelling

The key requirements for Data centers are availability and efficiency. It is expected that the Successful Bidder shall operate at optimal efficiency for physical infrastructure component like Power and cooling infrastructure of the Data Centre. It is expected that the Bidder shall carry out continuous measurement of power usage (during the stabilization and transition phase) by all these elements to monitor the health, operating cost, and relative efficiency of Data centers. Bidder shall adopt the best practices defined by the Green Grid in monitoring, measuring and managing PUE.

5.3.3.2.1 Under Raised Floor Cabling Management Solution

Following is the minimum requirement for under-raised floor cable tray for power system:

- a) The cable tray should be of stainless steel.
- b) It should have clips/hole to hold the cables.
- c) It should have the mechanism of holding the cable, which comes out from the bottom of the Racks.
- d) The cable tray should not be laid on the floor and should be attached with the raised floor legs or could have its own legs.
- e) The tray should pass under all the Racks in the datacenter.
- f) Ensure aluminum foil face nitrile rubber insulation under the raised floor
- g) Should coordinate and facilitate MSIP during cabling laying process such as removing the tiles, tile cutting etc.
- h) The supplied equipment must comply with Tier III compliance in all aspects

5.3.3.2.2 Other Miscellaneous Requirements for Electrical Works

- a) Point Wiring should include with circuit wiring (2.5 sq. mm.) of light / fan / outlets of any length from the distribution board via switch to the point
- b) All the light fixtures, ceiling fans, exhaust fans, third pin of outlets, switch and outlet boxes shall be earthed with 1 mm dia. Insulated copper wire
- c) All accessories necessary to complete the wiring related work and requirements
- d) All wires should be FRLS rated

5.3.3.3 UPS System

Following is the minimum requirement for UPS Systems:

- a) The successful bidder shall be responsible for planning, supplying, delivering, implementing, testing and documentation of UPS system for the proposed in-scope data center facilities
- b) The solution should be automatic with power supply from the transformer as the primary source and automatic switchover (with an option to manual switchover) to DG set as a secondary source for the data Centre. Earthing should be provided from the electrical room control panel to the Earthing pits. All electrical cabling for integration of DG, UPS and row power should be done by successful bidder.
- c) The successful bidder should ensure UPS in N+1 redundant configuration as per Tier III standards and the loop-in mechanism is built as required
- d) The UPS shall operate as an ON-LINE transfer system in the following modes:
 - (i) **Normal** - The UPS inverter continuously supplies the critical AC load. The rectifier / charger derives power from AC Input source either from utility power or from DG sets and supplies DC power to the Inverter while simultaneously load charging power reserve battery.
 - (ii) **Emergency** (Failure of AC Input) – Upon failure of AC Input power, the critical AC load will be supplied by the Inverter, which without any switching obtains power from the battery. There shall be no interruption in power to the critical load upon failure or restoration of the AC input source.
 - (iii) **Recharge** – Upon AC power restoration the rectifier / charger shall automatically restart and assume the inverter and battery recharge loads. Paralleling Operations: The output of UPS systems should be directly connected at the load distribution panel through individual

circuit breakers (part of the distribution panel). The load at the output should be shared equally by all the UPS systems. The paralleling control mechanism should be available with individual UPS. The battery circuit breaker MCCB shall have O/L and U/V protection. The UPS shall have built in isolation transformer at the output.

- e) Lithium Ion Battery Bank should be designed to provide 15 min back up at full load on each UPS. Battery should be sealed and maintenance free type. The UPS Module should have the battery circuit breaker mounted near to the batteries. When this breaker is opened no battery voltage should be present in the enclosure. The UPS module should be automatically disconnected when the battery reaches to minimum discharge voltage level or when signalled by other control functions. Remote tripping of Battery circuit breaker facility shall be also incorporated. The batteries should be housed in suitable Racks. Battery installation should, to avoid fire hazard, happen in a separate room.
- f) The successful bidder should consider 550KVA UPS units for the DC.
- g) The successful bidder should plan for and integrate the DG sets with the in-scope data centers.

5.3.3.4 In-Row Cooling Units

Following is the minimum requirement for In-Row Cooling Units:

- a) The success bidder shall be responsible for planning, supplying, delivering, implementing, testing and documentation of the In-Row cooling system for the proposed in-scope data center facilities.
- b) The successful bidder shall supply new in-row units as per the bill of materials submitted.
- c) The successful bidder shall be responsible for unloading, lifting & shifting of new In-Row to their designated location.
- d) As part of the data center upgradation process, the successful bidder shall also be responsible for installing the in-row units as per the upgraded floor design layout (design-certified drawings).
- e) Post installation, the successful bidder shall be responsible to implement and operationalize the in-row systems (existing and new) as per the approved layout (design-certified drawings).

5.3.3.5 Chiller Low Side Works

- a) The successful bidder shall be responsible for coupling Chiller Low side with In-Row units as per the design-certified drawings.

5.3.3.6 HVAC Package

- a) The cooling for server room must be facilitate by Precision Air-conditioning systems (PAC) with humidity control which are specifically designed for critical area cooling (Server Rooms) and shall operate 24 X 7.
- b) The proposed Precision AC should be of down flow type (bottom discharge unit) which shall deliver the cold air into false flooring and it shall be delivered behind the racks with the help perforated grills with volume-controlled dampers. The refrigerant used in the PAC should have zero ozone depleting potential (R – 407 C / equivalent).
- c) Based on the load, bidder needs to asses the PAC unit capacity and quote accordingly
- d) Following information shall be available on the display on the PAC units:
 - (i) Room temperature and humidity.

- (ii) Supply fan working status.
 - (iii) Compressor working status.
 - (iv) Electric heaters working status.
 - (v) Manual / Auto unit status.
 - (vi) Temperature set point.
 - (vii) Humidity set point.
 - (viii) Working hours of main component i.e. Compressor, fan, heater, humidifier.
 - (ix) Unit working hours.
 - (x) Current date and time.
 - (xi) Type of alarm (with automatic reset or block)
 - (xii) The last 100 intervened alarms
- e) The systems and hardware within the PAC system should at minimum be able to:
- (i) Testing of the working of display system.
 - (ii) Password for unit calibration values modification.
 - (iii) Automatic reset of program.
 - (iv) Cooling capacity control.
 - (v) Compressor starting timer.
 - (vi) Humidifier capacity limitation.
 - (vii) Date & time of last intervened alarm.
 - (viii) Wrong password alarm.
 - (ix) Start / Stop status storage
 - (x) management of the CW/DX switching by a digital input contact;
 - (xi) management of the CW/DX switching by a serial card – supervision
- f) Following alarms shall be displayed on screen of microprocessor unit:
- (i) Airflow loss.
 - (ii) Compressor low pressure.
 - (iii) Compressor high pressure.
 - (iv) High / low room temperature.
 - (v) High / low room humidity.
 - (vi) Filter Clogged alarm
- g) To improve the air-flow cooling optimisation, the successful bidder shall be responsible to make a containment system for the Cold Aisle. The Cold Aisle containment with Plexi glass top covering and CRCA (cold rolled close anneal) sliding doors on both sides with window arrangement may be used with complete accessories and fittings.
- h) In order to effectively operationalize the HVAC package, the successful bidder shall at minimum be responsible for ensuring proper fixing of refrigerant piping, inline fans, sheet metal ducting with support dampers etc., required insulations, duct acoustic lining, slot diffusers, volume control dampers, fire dampers, sequence controllers, earthing continuity conductors etc. as per TIER III standards and design-certified drawings.

5.3.3.7 *Fittings & Fixtures*

- a) The successful bidder is responsible for preparing and submitting the fittings and fixtures' general layout diagram.
- b) The general layout diagram should also include room and raised floor layout.
- c) The successful bidder shall be responsible for submitting a detailed bill of material with respect to fittings & fixtures required to fulfil the scope of work mentioned in this RFP.
- d) The successful bidder shall be responsible for dismantling, removing, upgrading and creating the fabricated structure for electrical panels and cables.

5.3.3.8 *Safety & Security System - Dehumidifier*

- a) The successful bidder should consider the following features while proposing the appropriate quantity of dehumidifiers required to meet the objective of the RFP:
 - (i) 3 in 1 – Dehumidifier, Air – Purifier and Dryer
 - (ii) Moisture Removal: 20 litres / Day
 - (iii) Water Tank Capacity: 5 Litres
 - (iv) Power Controls: LED Display
 - (v) 12 Hours Timer
 - (vi) Extremely Silent
 - (vii) Air – Purifying Filter
 - (viii) Power Rotary Compressor
 - (ix) Automatic Humidity Control
 - (x) Auto Frost Control
 - (xi) Full Water Tank Warning Signal
 - (xii) Continuous Drainage
 - (xiii) Easier Mobility with Convenient Wheels
 - (xiv) Recyclable materials for Environmental Conservation
 - (xv) Running Temperature: 50C – 350C
- b) The successful bidder shall be responsible for Installation, Testing & Commissioning of the proposed solution.
- c) The supplied equipment must comply with Tier III compliance in all aspects.

5.3.4 Integration Scope

5.3.4.1 *Integration with Building Management Systems*

- a) The successful bidder shall be responsible for integrating the existing and newly supplied equipment/ solution/ system etc. with the existing building management system
- b) The successful bidder should ensure that all the respective parameters are captured in the BMS dashboard as per the latest configuration.
- c) This integration will be deemed as completed when final dashboard and reports are generated.

5.3.4.2 *Integration with DCIM Solution*

- a) The successful bidder shall be responsible for integrating the existing and newly supplied equipment/ solution/ system etc. with the existing DCIM solution.

- b) The successful bidder should ensure that all the respective parameters are captured in the DCIM dashboard as per the latest configuration.
- c) This integration will be deemed as completed when final dashboard and reports are generated.

5.3.5 Project Management

The successful bidder shall be responsible for performing the following activities:

- a) Develop detailed project plan
- b) Review the High-Level ISAT Plan with UIDAI
- c) Manage the agreed project plan, resources, risks and issues
- d) Conduct regular progress meeting to monitor project details, identify and act upon any potential deviations
- e) Plan project kick-off meeting with key stakeholders.
- f) Govern the change management procedures including issues management
- g) Manage to complete the activities as per processes defined in this SOW
- h) Comply with all reasonable health, safety and security procedures of UIDAI
- i) Create and track project plan considering the drawing, Layout and project time schedule
- j) Create resource responsibility matrix, communication and escalation matrix
- k) Manage the delivery of all material and equipment at site
- l) Manage the execution of works to quality standards
- m) Develop risk mitigation plans as appropriate for risks and issues identified within the project
- n) Resolve deviations from the project plan along with UIDAI
- o) Review project tasks, schedules, and resources and make changes or additions, as appropriate and conduct regularly scheduled meetings with UIDAI to review project status

5.3.6 Manuals & Documents

The successful bidder should provide system administration manual(s), user / operational manual(s) and all related manual(s), service guides and handbooks of every equipment supplied, which shall be used by UIDAI to operate the in-scope data center facilities. This should include how the various parameters should be monitored / tuned to operate the in-scope data center facilities.

All installation and configuration reports, documents, diagrams etc. are to be supplied before Commissioning /Installation of each equipment supplied. The successful bidder shall provide two sets of printed manuals and 2 sets in soft copy on DVD of each of the documents required as per this section.

5.3.7 Warranty & Maintenance

The successful bidder is required to provide one-year Comprehensive On-Site Warranty (including consumables at no extra cost) to UIDAI for each supplied equipment/Systems at in-scope UIDAI facilities or at any UIDAI premises for smooth running of the in-scope facilities. The Warranty period shall start from the date of issue of Final Acceptance Certificate (FAC). The cost for warranty may be factored in the Annual Charges for Warranty and Support Services i.e. SubTotal G.

The successful bidder, at the sole discretion of UIDAI, may also be required to provide On-Site and Off-Site annual maintenance contract services (including consumables at no extra cost) on an annual

renewal basis for a maximum of four years post the completion of the Warranty and Support phase. The successful bidder is requested to quote the cost pertaining to AMC such that all items supplied are considered in the costing. The detailed split of amount quoted for annual AMC fee is to be provided by the bidder. In case the bidder knowingly or unknowingly omits any items in the detailed schedule of AMC, UIDAI would assume the annual AMC charges for the omitted item(s) as zero rupees.

5.3.8 Integration & Site Acceptance Testing (ISAT)

The ISAT (and repeats of such tests limited to a maximum of two) shall be the primary responsibility of the successful bidder but shall be conducted with the full cooperation of UIDAI to ascertain whether the supplied System meets the standard of performance and complete functionality as desired by UIDAI. The intent of carrying out the ISAT test is to ensure the readiness of DC to take full load of the Server/Allied equipment.

For ISAT, each individual Equipment/System in an integrated manner shall be run for 72 hours of continuous working in confirmation to contractual specifications. The successful bidder shall conduct ISAT Test and establish 100% satisfactory performance of each Equipment/System supplied by them during this period. If the test is interrupted due to any reason attributable to the successful bidder, the ISAT shall have to be started again for 72 hours continuous testing. Any defect/malfunctioning found during this period shall be rectified and defective part, if any, shall be replaced immediately by the successful bidder without any extra cost to UIDAI. In such case the ISAT shall be demonstrated again for the next 72 hours on a continuous basis.

Following are the ISAT parameters for the in-scope data centers:

- a) The ISAT shall continue for 72 hours.
- b) The ISAT for individual system shall be conducted within a time schedule. Details of test procedure, test schedules shall be submitted by successful bidder and approved by UIDAI.
- c) Necessary instruments, tools, tackles, consumables, personnel and other facilities required for conducting ISAT shall be arranged by successful bidder at no extra cost to UIDAI. All the consumables required, up to successful commissioning shall be supplied by the successful bidder at no extra cost to UIDAI.
- d) All performance parameters are to be demonstrated during the ISAT test, as agreed between UIDAI and the successful bidder. If these are not achieved, the system may be accepted within acceptable limits specified for each parameter. Beyond acceptable limits, system shall be rejected.
- e) Precondition for ISAT if any, shall be clearly specified in the offer by Successful bidder.

5.3.9 Final Acceptance Certificate

Final Acceptance certificate for the in-scope Data Centres shall be issued after successful completion of ISAT, where performance has been established in an integrated manner with all the in-scope facilities of DC in normal operations, successful completion of Training to UIDAI personnel, delivery of all the required manuals and documentations along with asset inventory to the UIDAI personnel AND delivery of design Tier III certificates for the in-scope facility.

5.4 Certification Requirements

5.4.1 Design Certification

The success bidder shall get the updated design topologies of the in-scope data centers i.e. UIDAI Data Center in Manesar and the UIDAI Data Center in Bengaluru certified to obtain TIER III Certificates (no other standard shall be acceptable) from appropriate certifying authority. The certifying authority to issue TIER III Certificate should be Uptime Institute.

For each site, the certifying authority shall perform the following:

- a) Provide comprehensive document review of the 100% design drawing package
- b) Assess the required documents for assessment for Tier III Certification of Design Documents.
- c) This review will be conducted in offices of the certifying authority with participation in discussions via telephone. The authority as part of this review should at minimum:
 - (i) Examine the infrastructure topology to ensure compliance of current document package, on an each and every basis, with the Tier III performance objective.
 - (ii) Provide a report of findings outlining design deficiencies and requirements, if any, to achieve the Tier III objective. Comments should be classified categorically.
 - (iii) Participate in discussion(s) and/ or meeting(s) with the UIDAI and successful bidder's design team to ensure understanding of the report findings.
 - (iv) If no design deficiencies are identified, the certifying authority will award UIDAI Tier Certification of Design Documents.
 - (v) If deficiencies are identified, upon successful bidder's completion of revisions to the design, the certifying authority will complete a confirmation review to assess whether all issues detailed in the report have been addressed.
- d) The certifying authority will only award UIDAI Tier Certification of Design Documents once all issues detailed in report are addressed.
- e) The successful bidder shall be responsible to work on the deficiencies identified by the certifying authority and to ensure that all such deficiencies are address for the confirmation review.
- f) **The successful bidder should, at latest, furnish the design certification before the completion of installation and commissioning of the proposed solution(s)/ system(s)/ equipment and other infrastructure**

5.4.2 Facility Certification

The successful bidder shall be responsible to obtain the Tier III Certification for the upgraded (in-scope) facilities from an appropriate certifying authority. The certifying authority will perform the following tasks:

- a) Review and confirm that the commissioning documents, prepared by the successful bidder on behalf of UIDAI adequately demonstrate compliance to Tier III standards.
- b) Prepare a list of supplemental demonstrations of the site's functionality and distribute to the project team prior to the site visit.
- c) Perform an on-site visit to include:
 - I. Identify discrepancies between the previously reviewed design drawings and the installed site infrastructure equipment.

- II. Observe (on site) the selected demonstrations—prepared beforehand—of the site’s capability with regards to Electrical, UPS, Central Cooling Plant, Computer Room Cooling, and Engine-Generator Systems etc.
 - III. Observe the appropriate testing procedures, as performed by the successful bidder/ UIDAI/ any third party appointed by UIDAI.
- d) The site visit should be scheduled to minimize impact on ongoing operations of the facilities.
 - e) Subsequently, the certifying authority should document outcome of demonstrations and provide a formal report of findings.
 - f) Award Tier Certification to the in-scope facilities of UIDAI.

5.5 Support Services

5.5.1 Scope of Services

- a) The in-scope data centres facilities were being used and shall now be upgraded. The successful bidder shall upgrade the data center space as per the scope of work. After the upgradation phase (i.e. upon issuance of the FAC), there shall be a stabilization phase of two months wherein the successful bidder shall be responsible for Operations and Support of the equipment/ solution/ systems etc. supplied/ configured/ operationalized followed by a transition period of one month, during which the successful bidder (the same team as deployed during the upgradation phase and in the stabilization phase) shall give a hand-over of assets, knowledge transfer, learning and adoption of existing process and procedures to the existing DCMA. These activities shall also be applicable in case of reduction in scope of services if applicable.
- b) Post the transition phase the Successful Bidder shall deploy ONE (1) Multi-skilled Technical Onsite Engineer in a general shift in order to deliver SUPPORT SERVICES for each in-scope data center. The cost for this resource should be factored in the Annual Warranty & Support Charges and also in the Annual AMC & Support Charges. UIDAI shall only be liable to pay as per the cost quoted for yearly Warranty & Support Charges and for yearly AMC & Support Charges. No extra pay out would be made for the Multi-skilled Technical Onsite Engineer requested herein.
- c) Upon notification of termination of contract, the successful bidder shall be obliged to again hand-over (spanning not more than one month) the incremental knowledge, learning and adoption of existing process and procedures to the existing DCMA or to any other third party appointed by UIDAI.
- d) The successful bidder shall be responsible to submit signed copy of back to back contracts executed with all OEM’s to deliver Warranty and AMC services. The bidder may mask the commercials while sharing the same with UIDAI.
- e) The successful bidder shall also be responsible for the following activities during the support phases (both during warranty and AMC periods):
 - i. Proactive, reactive maintenance, repair and replacement of defective components which is installed in DC. The cost of repair and replacement shall be borne by the Successful Bidder.
 - ii. Provide & Maintain necessary documents on daily, weekly, fortnightly and monthly basis
 - iii. Bidder to ensure timely services, availability and delivery of spares & Warranty/ AMC contract services.

- iv. Adequate onsite & offsite spare parts/ component must be maintained by the Bidder to ensure that the uptime requirement as per SLA is met to provide the services. It is important for the Bidder to have back-to-back arrangement with all OEMs. The Bidder would be required to provide a copy of the respective SLA signed with the respective OEMs as and when required by UIDAI.
- v. Providing Tools, tackles, spares, skilled resources, safety & security arrangement, consumables for entire contract period shall be the responsibility of the Bidder.
- vi. Repair and maintenance including periodic, preventive & breakdown maintenance of all kind of equipment appliances of all capacities.
- vii. Day to day operation such as system routine health check-up, continuous monitoring, cleaning, preventive maintenance, etc.
- viii. Monitor and report all in-scope SLAs for Warranty & Support Phase for First Quarter for Warranty & Support Phase (i.e. during Stabilization Period & Transition Period). No penalty would be applied on the successful bidder during this quarter.
- ix. Monitor and report all in-scope SLAs applicable from Second Quarter of Warranty and Support Phase till the end of contract (end of warranty & support phase or end of AMC & support phase, whichever is later). Penalty would be applied on the successful bidder as mentioned in the SLA section.
- x. Adherence to UIDAI's environmental, health and safety Practices.

5.5.1.1 *Understanding of Relevant Third-Party Stakeholders*

The successful bidder shall have to closely work, at minimum, with the following stakeholders:

- a) **Managed Services – Infrastructure Provider (MSIP):** The MSIP has the role of management of infrastructure (servers, storage, network and security components) and management of licenses/AMCs for OS, management and monitoring tools, other system software, database products, security and network management products and middleware products as well as management and operations of the, data centers, NOC and SOC. The MSIP is responsible to establish and manage operations of the IT environment including security but excluding application security. This service provider is also be responsible to transform the current CIDR infrastructure into an exclusive UIDAI private cloud operated out of UIDAI data centers. The successful bidder is expected to the support the MSIP as and when required by UIDAI.
- b) **Data Centre Management Agency (DCMA):** The DCMA agency bidder is responsible to maintain all the Systems/ Assets through comprehensive AMC. The System/Assets as mutually agreed between the DCMA and UIDAI are maintained through comprehensive AMC by OEMs or OEM authorized vendors. The DCMA is also responsible for entire O&M services which includes monitoring, administration, management and maintenance of the entire Data Centre infrastructure (in medium density, high density and very-high-density zone). The scope of work of DCMA broadly covers AMC and O&M for the IT and Networking Assets, Electrical Package, Mechanical HVAC Package, Safety and Security Systems, Civil and Interior Works and for all resource requirements as required by UIDAI. The current infrastructure is mentioned in section 5.3.

After the successful completion of the upgradation phase (i.e. upon the issuance of Final Acceptance Certificate), the successful bidder would perform activities mentioned in the section 5.6.2. The DCMA would then be responsible for operating the maintaining the high-density area which is getting upgraded (through this RFP) to an ultra-high-density area also. The successful bidder would, after the completion of the upgradation phase i.e. upon issuance of the Final Acceptance Certificate, be responsible for ONLY support services during the “warranty & support” phase and during the “AMC & support” phase. As part of the support services, the successful bidder shall deploy one (1) Multi-skilled Technical Onsite Engineer in a general shift basis.

5.5.2 Transition Out Scope after Upgradation Phase

- a) The transition period shall begin after the stabilization phase when the successful bidder has completed the following:
 - (i) List of Hardware and Software equipment
 - (ii) Handover of Technical documentation
 - (iii) Handover of Configuration and design documents
- b) The bidder must provide knowledge transfer to UIDAI team (UIDAI personnel and/ or representatives from UIDAI’s other third parties) through workshops, discussion sessions and responses to queries.
- c) Three months of shadow Operations and Maintenance Support services (two months of stabilization phase and one-month transition phase – refer section 5.6.2), where the bidder’s operations team and UIDAI team (UIDAI personnel and/ or representatives from UIDAI’s other third parties) will work in parallel.
- d) The bidder must ensure that its team has handed over administration rights / passwords to the UIDAI team (UIDAI personnel and/ or representatives from UIDAI’s other third parties) on completion of the transition phase.
- e) The Bidder shall ensure that the infrastructure (both software and hardware) are handed over to UIDAI in a complete operational condition to the satisfaction of UIDAI. In case Successful Bidder is unable to address such issues, the successful bidder shall have to make good all such losses and UIDAI may invoke the Performance Bank Guarantee of the Successful Bidder.
- f) The Bidder shall ensure that all the documentation including diagrams, policies, procedures, asset registers, configuration documents, original licenses and all other documents in relation to the in-scope services as per the agreed terms are kept up to date and all such documentation is handed over to UIDAI. The successful bidder shall provide two sets of printed manuals and 2 sets in soft copy on DVD of each of the documents mentioned above.
- g) In addition, any information/ data gathered or generated by the successful Bidder during the upgradation phase would be the property of UIDAI and the same should be handed over to UIDAI in native format at the end of upgradation phase and again at termination of the Contract.
- h) UIDAI reserves the right to assign the contract for AMC and support phase to any third party on the completion of warranty & support phase.
- i) In case if UIDAI observes the lack of willingness to manage transit/ sharing of information or lack of support from Successful Bidder’s end (selected through this RFP), UIDAI shall have absolute discretion to invoke the performance bank guarantee.

- j) During transition phase, the successful Bidder shall not change or remove their key resources at any locations to enable the successful transition. In case of any such happening, UIDAI will have right to penalize the successful Bidder appropriately.
- k) The transition period being within the contract period, the bidder shall continue to be responsible for the in-scope activities under Warranty and Support phase.

5.5.2.1 Training

The successful bidder shall provide full Operational & User Level Training and provide Material / Manuals for all the equipment supplied through this RFP (such as UPS, PDU, BBT, PAC, HVAC systems etc.) used to upgrade the in-scope data center facilities to the UIDAI IT Personnel. The training shall not exceed a period of 10 days (02 weeks) and shall happen during the transition period.

The successful bidder shall arrange for training of the UIDAI personnel at UIDAI premises or as communicated by the UIDAI team. The training shall include suitable demonstrations and supported with full set of training material. The successful bidder must submit detail training schedule, covering each sectional area/ Equipment used to upgrade the Data Center (DC). However, the details with regards to imparting training shall be discussed and shall be as per mutual agreement between UIDAI and the successful bidder.

5.5.3 Coverage of Support Activities

The Support services mentioned above in this section shall have to be delivered by the bidder after the completion of the transition period and shall be delivered by the bidder till the completion of warranty and Support phase of 12 months. In case the contract is extend, as per the provisions of section 5.2 of this RFP, the successful bidder shall have to deliver the support services, in addition to AMC for all items supplied, during the extended contract period also.

5.5.4 Access to the Premises

The successful bidder shall ensure the following aspects regarding its personnel assigned to work in the premises of UIDAI:

- a) All the resources deployed by the Bidder at UIDAI premises should have undergone Background Verification Checks as per bidder company policy. Apart from this, valid Police Verification Certificates shall be submitted to UIDAI at the time of on-boarding the resources.
- b) Maintain a current and complete list of the person's names, address & other relevant details.
- c) Obtain a valid identification badge for each person from UIDAI and ensure that it is prominently displayed to gain access to and while in UIDAI's premises (it is UIDAI's policy to deactivate any such badge if not used for one month).
- d) Maintain a signed acknowledgment that each person will comply with UIDAI's Safety & Security Guidelines.
- e) At UIDAI's demand, remove a person from UIDAI's project/ operations and ensure that he/ she is not reassigned back (UIDAI is not required to provide a reason for such request).
- f) User Management and Card Activation in consultation with the Data Centre In-charge appointed by UIDAI.

5.5.5 General Business Activity Restrictions

Bidder will ensure that its officials assigned to work in UIDAI's premises: -

- a) will not conduct any non-UIDAI related business activities (such as interviews, hiring, dismissals or personal solicitations) on UIDAI premises;
- b) will not conduct Bidder's Personnel training in UIDAI premises except for on-the-job training;
- c) will not attempt to participate in UIDAI benefit plans or activities;
- d) will not send or receive non-UIDAI related mail through UIDAI mail systems; and
- e) Will not sell, advertise or market any products or distribute printed, written or graphic materials pertaining to UIDAI.

5.5.6 Audit Services

Appropriate internal governance and management of risk and compliance is one of the key responsibilities of the Bidder apart from the scope of work. This section outlines key responsibilities of the Bidder with respect to external/third party audits that may be conducted by UIDAI or an agency appointed by UIDAI.

- a) External audits: Operations of the Data Centre Facility shall be subjected to audit guidelines as may be prescribed by the Government of India from time to time. Bidder is expected to provide full and unconditional cooperation in conduct of such audits.
- b) On-Demand audits: In addition to the above, UIDAI may initiate optional audits on a need basis on any aspect of the Data Centre physical infrastructure Solution. These could include systems, special security audits, cost audits, energy efficiency audits etc.
- c) Bidder on the written instructions of UIDAI shall give full and complete access to all assets including data to any third party or authorized representative appointed by UIDAI for the purpose of audit. However, UIDAI shall have all the rights to access and request for information and data pertaining to all aspects of Data Centre Infrastructure solution and facility.
- d) Implement the recommendations of third party audits conducted: SLA compliance audits, Physical Infrastructure audit, Policy compliance audit, Site Assessment and others.

5.5.7 UIDAI's Safety & Security Guidelines

Bidder will ensure that its officials assigned to work in UIDAI's premises:

- a) Are provided with Health & Accident Insurance
- b) Do not carry weapons of any kind onto UIDAI's premises;
- c) Do not manufacture, sell, distribute, possess, use or be under the influence of drugs or any such controlled substances or alcoholic beverages while on UIDAI's premises;
- d) Do not have in their possession hazardous materials of any kind on UIDAI's premises without UIDAI's prior authorisation;
- e) Acknowledge that all persons, property, and vehicles entering or leaving UIDAI's premises are subject to search; and
- f) Remain in authorised areas only (limited to the work locations, cafeterias, rest rooms and, in the event of a medical emergency). Bidder will promptly notify UIDAI of any accident or security

incidents involving loss of or misuse or damage to UIDAI's intellectual or physical assets; physical altercations; assaults; or harassment and provide UIDAI with a copy of any accident or incident report involving the above. Bidder must coordinate with UIDAI during non-regular working hours.

5.5.8 Asset Control

In the event Bidder Personnel have access to information, information assets, supplies or other property, including property owned by third parties but provided to Bidder Personnel by UIDAI ("UIDAI Assets"), Bidder Personnel:

- a) Will not remove UIDAI Assets from UIDAI's premises without UIDAI's authorisation;
- b) Will use UIDAI Assets only for purposes of the Agreement and reimburse UIDAI for any unauthorised use;
- c) Will only connect with, interact with or use programs, tools or routines that UIDAI agrees are needed to provide Services;
- d) Will not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers, URL's, etc. and
- e) Will not copy, disclose or leave such assets unsecured or unattended. UIDAI may periodically audit Bidder's data residing on UIDAI Assets.

5.5.9 Supervision of Successful Bidder's Personnel

Bidder will provide continual supervision of its personnel provided under the Agreement, at no additional cost to UIDAI. Bidder's supervisor shall have full supervisory authority over all day-today employment relationship decisions relating to Bidder's personnel, including those decisions relating to wages, hours, terms and conditions of employment, hiring, discipline, performance evaluations, termination, counselling and scheduling. Bidder will conduct orientation sessions with its personnel before placement on an assignment with UIDAI, so that the Bidder officials are aware of the work environment. They must ensure that the policies as informed by UIDAI are followed from time to time.

5.5.10 Help Desk Support

The successful bidder shall use the existing centralized online Help Desk to receive queries/ complaints, which should be resolved as per the service levels stipulated by UIDAI. The queries/ complaints shall be logged by UIDAI, or any third party appointed by UIDAI.

- a) Helpdesk support is for logging calls related to support services and facilities for data centre such as Power, Air conditioning, Fire protection, Access control etc. which falls under the purview of the Bidder shall be operational on a 24x7 basis.
- b) Bidder shall keep DCMA, a third party appointed by UIDAI, informed about the progress by contacting them at regular intervals.
- c) Incidents shall be classified into various levels of priority mentioned in the SLA.

5.5.11 Reporting

The bidder should prepare and submit the reports as given in the sub-section. These reports should be made available to UIDAI as per the periodicity and on demand basis. The list of reports and their periodicity as given below:

5.5.11.1 Daily Reports

- a) Daily Shift Summary Report

5.5.11.2 Monthly Reports

The DCUA shall submit the reports on Monthly basis to UIDAI which shall include the following reports: -

- a) SLA Compliance Report-Consolidated Report on all the SLA Parameters as defined in the RFP in a prescribed format.
- b) Report on Scheduled Maintenance
 - (i) Monthly Scheduled Maintenance Plan
 - (ii) Summary of Periodic Service / Preventive Maintenance Report along with artefacts (Service or OEM reports).
 - (iii) All mails regarding advance intimation to UIDAI for the scheduled maintenance activity.
 - (iv) PPM activities scheduled in the quarter.
- c) Report on Resources Availability
 - (i) Duty Roster –In the last week (for subsequent month)
 - (ii) Monthly Attendance Report-In the first week of each month (for the previous month)
 - (iii) Access System generated Attendance Report
 - (iv) Employee Details
 - (v) Attrition Report
- d) Any other Report as required by UIDAI from time to time.

5.5.11.3 Quarterly Reports

- a) SLA audit report delivered using automated SLA reporting tools and implementation of recommendations.
- b) Any other Report as required by UIDAI from time to time.

5.5.11.4 Annual Reports

- a) Asset audit report and implementation plan for audit recommendations.
- b) Maintaining Warranty & AMC Contract for each Work/ Sub-Package.
- c) Business Compliance report stating that Bidder is not violating the terms of contract, statutory/ regulatory requirements to ensure & commit continued services as applicable.
- d) Remediation report of audit findings and recommendations for changes in process, policies, systems and procedures.
- e) Any other Report as required by UIDAI from time to time.

5.5.12 Management of Data Center Infrastructure

- a) All the devices that have been installed in the Data Centre are SNMP enabled. UIDAI, or any other third party appointed by UIDAI(AND NOT the SUCCESSFUL BIDDER) shall be responsible to centrally & remotely monitor and manage the devices on a 24x7x365 basis.
- b) The bidder would be responsible to manage the SLAs and transition in a time-bound manner by maintaining the continuity of service level agreements ONLY (as per the SLA adherence schedule/ requirement).
- c) The bidder shall be responsible to manage an inventory critical components and spares that are provisioned onsite and co- ordinate with the OEM to ensure replenishment of the same whenever required.
- d) Management reporting: DCIM tool is in place to record all the performance indicators. The bidder shall be extended this tool. The bidder may leverage this tool for periodic management reporting of key performance indicators in line with the SLA framework proposed.
- e) Technical support: The bidder should provide comprehensive onsite support to the UIDAI at the designated data centre on a 24x7 basis to meet the requirements and service levels in accordance with the SLA mentioned as part of this bid.
- f) The bidder should provide comprehensive technical support services for all the equipment installed for the entire period of the contract.

5.6 Project Governance

The successful bidder shall develop and implement a governance mechanism to institutionalize an effective approach towards upgrading the two in-scope data centers during the upgradation phase, warranty and Support phase and during the AMC and Support phase. The following table captures an indicative governance structure. The bidder should propose a detailed governance structure as a part of the technical proposal. It should clearly indicate the name and designation of the mentioned participants from the bidder’s side.

Governance Layer	Governance Participants		Responsibilities	Review frequency
	UIDAI	Successful Bidder		
Steering Committee	Executive Sponsor	Executive Sponsor	<ul style="list-style-type: none"> • Define strategic objectives • Performance reporting • Issue resolution (Final escalation level) • Resource allocation • Review SLAs 	Monthly (during upgradation phase) Quarterly thereafter
Project/ Program Management	Head, Data Center	Project/ Program Manager	<ul style="list-style-type: none"> • Monitor equipment delivery and implementation • Single point of contact for issue escalation • Issue resolution (Intermediate escalation) • Plan and track SLAs 	Weekly during upgradation phase Weekly/ Fortnightly thereafter
Operations Management	Service Owners/ Operations	Service Delivery Managers	<ul style="list-style-type: none"> • Issue resolution and escalation • Manage people issues • Plan and track time lines 	Ad-hoc Daily

Governance Layer	Governance Participants		Responsibilities	Review frequency
	UIDAI	Successful Bidder		
	Managers			

UIDAI currently has on-boarded a third-party agency for data center management services and a third-party agency for providing managed services for infrastructure management at both the in-scope data center facilities. The successful bidder, in the proposed governance mechanism, should also include the participation of the data center management agency.

The successful bidder shall also be expected to support/ enable the MSIP and DCMA as and when required by UIDAI.

The bidder should provide an escalation matrix for both Upgradation phase and both Support phases.

6 Section VI - SERVICE LEVEL AGREEMENTS

6.1 Overview of SLA

The purpose of this Service Level Agreement (herein referred to as 'SLA') sets the expectations between the UIDAI & Successful Bidder. SLA is the therefore the cornerstone of how the Bidder sets and maintains commitments on managing the UIDAI Data Centres. The purpose of this SLA is to clearly define the levels of service provided by the Bidder to UIDAI Data Centre, for the duration of the contract.

6.2 Benefits of SLA

Benefits of SLA are as follows: -

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

6.3 Definitions

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

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

6.4 SLA Coverage

The coverage of the SLA is as follows: -

SLA Code	SLA Name	Upgradation Phase	Certification Phase	From the Second Quarter of Warranty & Support Phase
SLA 1	Delivery Timeline SLA	✓	✗	✗
SLA 2	Installation & Commissioning Timeline SLA	✓	✗	✗
SLA 3	ISAT Timeline SLA	✓	✗	✗
SLA 4	Certification SLA	✗	✓	✗
SLA 5	Response Time	✗	✗	✓
SLA 6	Resolution Time	✗	✗	✓
SLA 7	Submission Quarterly Reports	✗	✗	✓
SLA 8	Scheduled Maintenance	✗	✗	✓
SLA 9	Resource Availability for Support Services	✗	✗	✓

6.5 Service Level and Targets

SLA provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. Bidder shall ensure provisioning of all required services while monitoring the performance and complying with the performance levels. UIDAI may initiate an interim review to check the performance and the obligations of the Bidder. The SLA may be reviewed and revised in accordance to the procedures. UIDAI shall check performance of the Bidder on a monthly for the contractual period. This includes: -

- a) Considering key issues of the past period's performance including deviations, statistics, minor/major incidents, service trends, etc.
- b) Discussing escalated problems, new issues and outstanding matters for resolution.
- c) Review of statistics related to rectification of outstanding faults and agreed changes.
- d) Obtain suggestions for changes to improve the service levels.

6.6 Performance Measurement & Targets

6.6.1 SLA 1: Delivery Timeline SLA

SLA Description	Delivery Timeline SLA
Definition of SLA	The bidder must deliver at least 70% (in terms of monetary value) of the total equipment/ infra/ solution/ software etc. mentioned in the “supply” section of the BoQ submitted by the bidder for the corresponding in-scope facility within 1 month from the date of start of the contract for each in-scope data center.
SLA Calculation	The total weeks of delay would be equal to the number of days of delay in delivering 70% (in terms of monetary value) of the total equipment/ infra/ solution/ software etc. mentioned in the “supply” section of the BoQ submitted by the bidder for the corresponding in-scope facility DIVIDED by 7
Penalty Calculation	Penalty will be applied separately for each data center (i) 2.0% of Total Supply Cost(Sub Total A) for Bengaluru data center for each week of delay (ii) 2.0% of Total Supply Cost (Sub Total C) for Manesar data center for each week of delay
Measurement Interval	One-time SLA

6.6.2 SLA 2: Installation & Commissioning Timeline SLA

SLA Description	Installation & Commissioning Timeline SLA
Definition of SLA	The bidder must ensure that installation and commissioning of all in-scope solutions/ softwares/ equipment/ system/ infrastructure for the corresponding in-scope facility finishes with 6 months from the date of start of the contract.
SLA Calculation	The total weeks of delay would be equal to the number of days of delay in completion of installation and commissioning of all in-scope solutions/ softwares/ equipment/ system/ infrastructure for the corresponding in-scope facility DIVIDED by 7
Penalty Calculation	Penalty will be applied separately for each data center 1. 2.0% of Total Services Cost(Sub Total B) for Bengaluru data center for each week of delay 2. 2.0% of Total Services Cost (Sub Total D) for Manesar data center for each week of delay
Measurement Interval	One-time SLA

6.6.3 SLA 3: ISAT Timeline SLA

SLA Description	ISAT Timeline SLA
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SLA Description	ISAT Timeline SLA
Definition of SLA	The bidder must ensure that integration and system acceptance as per section 5.4.9 of the RFP for the corresponding in-scope facility finishes within 7 months from the date of start of the contract.
SLA Calculation	The total weeks of delay would be equal to the number of days of delay in integration and system acceptance as per section 5.4.9 of the RFP for the corresponding in-scope facility DIVIDED by 7
Penalty Calculation	Penalty will be applied separately for each data center (i) 2.0% of Total Services Cost (Sub Total B) for Bengaluru data center for each week of delay (ii) 2.0% of Total Services Cost (Sub Total D) for Manesar data center for each week of delay
Measurement Interval	One-time SLA

6.6.4 SLA 4: Certification SLA

SLA Description	Implementation Timeline SLA
Definition of SLA	The bidder must that the Tier III Certificate (Facility Certification) from the approving authority for the in-scope data centers is submitted to UIDAI with 3 months from the date of Final Acceptance Certificate.
SLA Calculation	The total weeks of delay would be equal to the number of days of delay in submitting the Tier III certificate for the corresponding in-scope facility DIVIDED by 7
Penalty Calculation	Penalty will be applied separately for each data center (i) 1.5% of certification phase cost for Bengaluru data center for each week of delay (ii) 1.5% of certification phase cost for Manesar data center for each week of delay
Measurement Interval	One-time SLA

6.6.5 SLA 5: Response Time

SLA Description	Response time
Definition of SLA	Response time is the time taken by DCUA to respond to UIDAI once the problem/issue is logged with DCUA.
Process to capture raw data for SLA calculation	The raw data for calculation of this SLA are the Helpdesk (Service/Incident) tickets raised by DCUA in the Helpdesk Tool in response to any request raised by UIDAI representatives/other Stakeholders or by DCUA itself if any issue (Problem/Incident) is detected in any service/system under the domain of DCUA. In order to monitor this SLA, following points shall be considered:

SLA Description	Response time	
	<p>(i) A helpdesk tool is installed at the DC. UIDAI representatives/other stakeholders or even DCUA representatives may raise the request to Helpdesk Team of DCUA for service in a day to day routine in the form of Service Tickets.</p> <p>(ii) In case of Service Calls “Response time” will be the time taken by DCUA to create a Service Ticket for attending the Problem when the same is communicated to DCUA by email/SMS/telephonic call etc. by UIDAI/MSP/CISF/FMS/Housekeeping/Other stake holders concerned. An acknowledgement mail has to be sent to the UIDAI/concerned stakeholder immediately after generation of the Service Ticket.</p> <p>(iii) In case of Incidents, Response time shall be calculated from the time interval between the time of occurrence of Incident (as per system log) till the generation of Incident Ticket. An intimation mail has to be sent to UIDAI/concerned stakeholders immediately after generation of the Incident Ticket.</p>	
SLA Calculation	<p>The SLA to be calculated by obtaining the service /incident tickets from the helpdesk tool.</p> <p>(i) For Service Tickets: Calculate the difference between the time at which call/telephone/email from UIDAI/any other stakeholder was received by DCUA for raising a Service Ticket and the time till the generation of Service Ticket.</p> <p>(ii) For Incident Tickets: Calculate the time interval between the time of occurrence of Incident (as per system log) till the generation of Incident Ticket.</p>	
Penalty Calculation	Target	Penalty
	100% calls to be responded within 15 minutes	No Penalty
	Calls not responded	0. 1% of the Quarterly Support Cost for the corresponding in-scope data center for every 15 minutes of delay on an incremental basis for every service/incident not responded.
Measurement Interval	Quarterly	
Reports and data to be submitted	Report will be generated for service tickets from Helpdesk report	

6.6.6 SLA 6: Resolution Time

SLA Description	Resolution time
Definition of SLA	<p>“Resolution Time”, means time taken by the DCUA staff to troubleshoot and fix the problem from the time the call has been logged at the DC Service desk till the time the problem has been closed.</p>

SLA Description	Resolution time	
<p>Process to capture Raw Data for SLA Calculation</p>	<p>The raw data for calculation of this SLA is the service/incident tickets raised in helpdesk tool.</p> <p>In order to monitor this SLA, following points will be considered:</p> <ul style="list-style-type: none"> (i) The resolution time shall be the time difference between the time at which service ticket is opened for an incident and the time at which the same service ticket is closed. (ii) In case, the requests are raised via email from UIDAI to helpdesk team, the resolution time will be the time difference between the time at which Email request was sent and the time of resolution of incident. 	
<p>SLA Calculation</p>	<p>Steps to be followed while calculation of this SLA:</p> <ul style="list-style-type: none"> (i) Obtain the service tickets from the Helpdesk tool for a particular period (ii) Calculate the time difference between the time at which service ticket is opened for an incident and the time at which the same service ticket is closed OR the difference between the time at which email was sent by representative of UIDAI for a service request and the time at which the ticket was resolved. 	
<p>Penalty Calculation</p>	<p>Target</p>	<p>Penalty</p>
	<p>100% calls to be resolved within 6 hours for critical calls, within 24 hours for major and minor calls or as per respective SLA duration whichever is lower.</p>	<p>No Penalty</p>
	<p>For critical calls which are not resolved in 6 hours</p>	<p>1% of the Quarterly Support Cost for the corresponding in-scope data center for every 6 hours of delay on an incremental basis for every unresolved call.</p>
	<p>For Major calls which are not resolved in 24 hours</p>	<p>1% of the Quarterly Support Cost for the corresponding in-scope data center for every 24 hours of delay on an incremental basis for every unresolved call.</p>
<p>For Minor calls which are not resolved in 24 hours</p>	<p>0.5% of the Quarterly Support Cost charges for the corresponding in-scope data center for every 24 hours of delay on an incremental basis for every unresolved call.</p>	
<p>Measurement Interval</p>	<p>Quarterly</p>	
<p>Reports and data to be submitted</p>	<p>Report will be generated for service tickets from Helpdesk report</p>	
<p>Definition of Calls</p>	<p>Critical Incidents Calls – Incidents which may lead to business impact.</p>	

SLA Description	Resolution time
	<p>Major Incidents Calls– Incidents because of which monitoring of DC parameters or redundancy is at stake.</p> <p>Minor calls – Services calls are minor incidents and these does not impact the DC technical parameters</p> <p>The categorization of calls will be carried out by UIDAI and its decision will be final.</p>

6.6.7 SLA 7: Submission of Quarterly Reports

SLA Description	Submission of Quarterly Reports	
Definition of SLA	The bidder shall submit the defined MIS and quarterly reports as per the scope of work	
Process to capture Raw Data for SLA calculation	<p>Submission of Monthly Report by 7th day of the subsequent month of the reporting month quarter by mail.</p> <p>Submission of Quarterly Report by 10th day of the subsequent month of the reporting quarter by mail.</p>	
SLA Calculation	Calculation of the number of days of delay in submission of Monthly & Quarterly Report after 7 th day& 10 th of the month respectively.	
Penalty Calculation	Target	Penalty
	<p>Submission of Monthly Report by 7th day of the month after the reporting month.</p> <p>Submission of Quarterly Report by 10th day of the month after the reporting quarter.</p>	No Penalty
	Delay beyond the scheduled date of submission	0.1% of the Quarterly Support Cost for the corresponding in-scope data center for every day's delay on an incremental basis.
Measurement Interval	Monthly and Quarterly	
Reports and data to be submitted	MIS and quarterly Reports	

6.6.8 SLA 8: Scheduled Maintenance

SLA Description	Scheduled Maintenance
Definition of SLA	<p>Measures timely maintenance of the equipment installed at the data center. DCUA shall provide a detailed Planned Preventive Maintenance (PPM)Schedule for the entire calendar year for all equipment under DCUA scope.</p>

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SLA Description	Scheduled Maintenance
Process to capture raw data for SLA calculations	<p>The raw data for calculation of this SLA is the scheduled maintenance plan for each quarter against activities mentioned in the PPM plan.</p> <p>DCUA will share a PPM plan at the beginning of calendar year. DCUA also has to intimate UIDAI official 3 days in advance for the scheduled maintenance activity via Email.</p>
SLA Calculation	<p>All the PPM activities scheduled in the quarter with the scheduled start and end time needs to be submitted by the bidder.</p> <p>These activities should be mapped with the PPM plan shared at the beginning of the year along with AMC assurance from OEM.</p>
Penalty Calculation	0.1% of the applicable Quarterly Support Cost for the corresponding in-scope data center for every non-compliance.
Measurement Interval	Quarterly
Reports and data to be submitted	PPM Plan

6.6.9 SLA 9: Resource Availability for Support Services

SLA Description	Resource availability for Support Services	
Definition of SLA	No. of days for which resource is present at the designated location	
Process to capture raw data for SLA calculations	DCUA shall produce access logs from access control systems installed at the entry of DC. However, UIDAI may verify the same from the BMS installed at the entry of DC.	
SLA Calculation	<p>For General Shift, Total no of Leaves = (Total No of days in the month – Sundays-National Holidays as per UIDAI.)</p> <p>For any day to be considered as a General Shift, the resource should be present at the designated location for at least 8 hours in a day. Partial shifts would be considered as a Leave.</p> <p>Please note: The bidder may deploy a substitute resource to adhere to the SLA.</p>	
Penalty Calculation	Target	Penalty
	≤3 Leaves in a quarter	No Penalty

SLA Description	Resource availability for Support Services	
	>3 and <=5 Leaves in a quarter	0.5% of Quarterly Support Cost for the corresponding in-scope data center
	>5 and <=7 Leaves in a quarter	2.5% of Quarterly Support Cost for the corresponding in-scope data center
Measurement Interval	Quarterly	
Reports and data to be submitted	Access Control Log Report	

6.7 Problem Management

6.7.1 General

Problem Management process provides for an appropriate process towards orderly consideration and resolution of business and operational issues in the event of a desired consensus not reached between UIDAI and DCUA. Implementing such a process at the commencement of services shall significantly improve the probability of successful issue resolution. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at operational levels.

6.7.2 Problem Management Procedures

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

6.7.3 Contractual Service Levels and its Change Control

- a) **General.** Bidder shall note that the Contractual Service Levels would undergo changes based on UIDAI's business needs. Such changes may even be required in the negotiation stages and before the actual signing of the contract as well as during the contractual period. DCUA shall therefore note

and comply with these change requests, if any, at the appropriate stage/ periods. The following procedures are stipulated in managing the changes:

- (i) A process for negotiating changes to the SLA
- (ii) An issue management process for documenting and resolving difficult issues.
- (iii) UIDAI and DCUA management escalation process to be used if an issue is not being resolved in a timely manner by the lowest possible level of management.

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

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

b) SLA Change Process

- (i) The parties may amend this SLA through mutual agreement in accordance with terms of this contract. Changes can be proposed by either party. DCUA can initiate an SLA review with the UIDAI.
- (ii) The forum for negotiating SLA changes will be monthly reviews; however, a separate review for SLA content can be planned based on mutually agreed timelines.

c) Version Control

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

6.7.4 Responsibilities of the Parties

6.7.4.1 Bidder

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

- a) Management and Compliance of the Service Levels on an ongoing basis.
- b) Reporting problems to UIDAI within the stipulated time.
- c) Providing early warning of any organisational, functional or technical changes that might affect DCUA's ability to deliver the services.
- d) Assisting UIDAI to address and resolve issues on an ongoing basis. DCUA shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible.
- e) Record keeping of all the Statutory Licences & Clearances and will alert UIDAI regarding expiry of any Statutory Licence/Renewal Date at least 3 months in advance.
- f) Bidder shall provide all necessary support to the IT Partners of UIDAI in provisioning of all the Non-IT infrastructure up to the Tap off Box Level as well as help in installing the Racks in Data Center and provide all required physical infrastructure as per requirement for the duration of contract.

6.7.4.2 UIDAI

UIDAI shall be responsible for:

- a) Reporting defects and problems to the DCUA as soon as possible.
- b) Assisting DCUA in management of the Service Levels.

- c) Providing early warning of any organizational, functional or technical changes that might affect DCUA’s ability to deliver the services.
- d) Assisting DCUA to address and resolve issues from time to time.

6.8 Penalties

Penalties would be applicable on the cost as stated in Section-VI along with the following:

- a) Two quarterly deductions in a year is a case of alarm that the services are not up to the mark.
- b) Two consecutive quarterly deductions equal to or more than 25 % of the applicable fee on account of any reason will be deemed to be an event of default. Hence, UIDAI shall apply clauses of termination as per Section III - GCC. The consequences as provided in Section III - GCC shall follow.
- c) “The aggregate cap on the SLA penalties which UIDAI reserves a right to claim pursuant to this contract shall be capped to 10% of the Total Contract Value.”

6.9 Submission of AMC Certificates

SLA Description	Submission of AMC Certificates
Definition of SLA	Before the end of warranty phase (refer clause 5.2), bidder must submit the AMC certificates for all the system/sub-system issued by OEM or OEM authorized vendors
SLA Calculation	For submission of AMC certificates, delay days will be calculated as date on which all the AMC certificates have been submitted minus the date of end of warranty period of the given data center
Penalty Calculation	0.1% of Subtotal H for Bengaluru data center and 0.1% of Subtotal H for Manesar Data Center for each day of delay in submitting the AMC certificate for all the system/sub-system. For example: for a delay of 3 days at Bengaluru data center and a delay of 2 days at Manesar data center, penalty will be 0.5% of Subtotal H
Measurement Interval	One-time SLA

7 SECTION VII – APPENDICES

7.1 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 “Data Centre Upgradation Agency” or “DCUA”) which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators and Legal Representatives of the SECOND PART.

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

AND WHEREAS DCUA has agreed to provide 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 _____ 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)	Service Level Agreements	Section VI
(vii)	Appendix	Section VII

B. Clarifications issued by the Purchaser and successful bidder.

C. Pre-Qualification, Technical and Commercial proposals submitted by DCUA.

D. Order No. _____ dated _____ placed on DCUA.

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

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3. In consideration of the payments to be made by the Purchaser to DCUA as hereinafter mentioned, DCUA hereby covenants with the Purchaser to provide the services with effect from _____ at Bengaluru Data Centre and with effect from _____ at Manesar Data Centre and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.
4. The Purchaser hereby covenants to pay DCUA in consideration of the provision of the Services as listed in Table below and the remedying of defects therein, the Total Contract Value or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

S No	Item	Category Code	Cost In INR	Taxes and other duties in INR	Total Cost (Including taxes)
1	Upgradation Services *Bengaluru Data Center" - SUPPLY	Sub Total A			
2	Upgradation Services *Bengaluru Data Center" - SERVICES	Sub Total B			
3	Upgradation Services *Manesar Data Center" - SUPPLY	Sub Total C			
4	Upgradation Services *Manesar Data Center" - SERVICES	Sub Total D			
5	Certification Services *Bengaluru Data Center"	Sub Total E			
6	Certification Services *Manesar Data Center"	Sub Total F			
7	Warranty & Support Services	Sub Total G			
8	AMC & Support Services	Sub Total H			
	Total Cost of Ownership including Taxes (A+B+C+D+E+F+G+H) (in figures)				
	Total Cost of Ownership including Taxes (A+B+C+D+E+F+G+H) (in words)				
10	Total Price for Buy-Back	Sub Total J			
	Net Cost of Ownership including Taxes (A+B+C+D+E+F+G+H-J) (in figures)				
	Net Cost of Ownership including Taxes (A+B+C+D+E+F+G+H-J) (in words)				

5. **TOTAL CONTRACT VALUE (A+B+C+D+E+F+G):**(Rupees)

6. **TOTAL COST OF OWNERSHIP:**(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 _____

Signature -----

Name -----

Designation -----

Address -----

Date -----

Place-----

Signed, sealed and delivered for and on behalf

of the CEO, Unique Identification Authority of

India

Signature -----

Name -----

Designation -----

Address -----

Date -----

Place-----

In the presence of:

Signature-----

Name -----

Designation -----

Date -----

Place -----

In the presence of:

Signature-----

Name -----

Designation -----

Date -----

Place -----

7.2 Appendix B – Performance Bank Guarantee

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

Ref: _____ Date _____

Bank Guarantee No. _____

To

The Assistant Director General (Technical)

Unique Identification Authority of India (UIDAI),

8th Floor, UIDAI HQ,

Bangla Sahib Road, Gole Market,

New Delhi – 110001.

1. Against contract vide Advance Acceptance of the Bid No. _____ dated _____ covering _____ (hereinafter called the said "Contract") entered between the Unique Identification Authority of India (UIDAI) (hereinafter called the "Purchaser") and _____ (hereinafter referred to as the "Data Centre Upgradation Agency" or "DCUA") this is to certify that at the request of DCUA we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by DCUA 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 DCUA and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

2. We _____ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by DCUA i.e. till _____ (viz the date up to ___ years and ___ months after the date of commencement of service by DCUA) 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 DCUA in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

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

6. We _____ bank Ltd., further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by DCUA 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 DCUA 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 DCUA or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or DCUA.

Date _____

Place _____

Witness _____

Signature _____

Printed Name _____

(Bank's common seal)

7.3 Appendix C – Bid Securing Declaration Form

BID SECURING DECLARATION FORM

Date:
Bid No.:

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

We, the undersigned, declare that:

We, M/s..... (herein referred as vendor) understand that, according to bid Clause No. 2.4, bids may be supported with a Bid Securing Declaration, Vendor render the declaration that:- Vendor will automatically be suspended from being eligible for bidding in any contract with the Unique Identification Authority of India (herein referred as Purchaser) for the period of 3 years, starting on bid submission closing date, if Vendor are in breach of any of the following obligation(s) under the bid conditions: -

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

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

(Signature)
Authorized Signatory

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

7.4 Appendix D - Non-Disclosure Agreement

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

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

NOW THEREFORE,

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

It is hereby agreed as under:

- a) The confidential information to be disclosed by the Purchaser under this Declaration (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us through-out the contract period and will survive the contract period in case we are selected as a successful bidder.
- b) Confidential Information does not include information which:
 - (i) the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - (ii) information in the public domain as a matter of law;
 - (iii) is obtained by the Bidder from a third party without any obligation of confidentiality;
 - (iv) the Bidder is required to disclose by order of a competent court or regulatory authority;
 - (v) is released from confidentiality with the written consent of the Purchaser.The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.
- c) The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
 - (i) to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;

- (ii) to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - (iii) to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - (iv) to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
- d)** Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall ensure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.
- e)** The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
- f)** Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.
- g)** In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

Authorised Signatory Office Seal:

Name: Place:

Designation:

Date:

7.5 Appendix E - Manufacturer Authorization cum Undertaking Form

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

Date:
Bid No.:

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

Dear Sir,

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

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

I/We affirm that we shall make support available for the “Products” and provide support of parts for repair (or functionally equivalent replacements) thereof for a period of Eight (8) years from the closing date of bid submission.

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

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

<Signed and Sealed>

<Name of Authorised Signatory>

<Designation>

<Contact Details>

Cc: Bidder’s corporate name & Address

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

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

S. No.	Product Name (with Model No.)
1.	HVAC System
2.	Precision Air Conditioner
3.	Chiller, if proposed
4.	UPS
5.	PDU
6.	Busbar Trunking Units (BBT)
7.	Battery

Note: For battery, the MAF should be made available for 5 years (instead of 8 years for all other equipment mentioned above)

7.6 Appendix F–Compliance to Functional and Technical Specifications

S. No.	Requirement	Compliance (Yes/ No)	Deviations, if any, with justification	Reference Page No. in Data Sheet
1	Electrical Panels and Distribution board:			
1.01	All floor mounted panels shall be of form 3B construction.			
1.02	All ACB/MCCB upto 250 A shall have thermal magnetic release and above 250A shall have microprocessor-based release with Overload, short circuit and earth fault release.			
1.03	Supply, Installation, Testing and Commissioning of Panels and DB's should comply with IS standards.			
1.04	Main Panels and Sub Panels should have standard meters and phase indicators.			
1.05	All Panels should be connected with earthing system.			
2	BUSBAR TRUNKING			
2.01	Sandwich busbar trunking with Copper conductors			
2.02	Class F insulation			
2.03	Epoxy painted 2.5mm Al housing			
2.04	Uniblock joints between sections			
2.05	3Phase, 4Wire with 200% Neutral without Internal earth			
2.06	Degree of Protection Rating: 1250A with all supporting material			
3	UPS			
3.01	The online UPS should operate on 415V 3 phase input and 3 phase output			
3.02	Voltage: 380*1/400 V (-35 to +15%), 415 V (-35 to +10%), (battery assisted at -10% or less)			
3.03	Frequency: 50/60 Hz ±5%			
3.04	Power factor: >0.99			
3.05	THDi: <5%			
3.06	Number of phases: 3-phase, 4-wire			
3.07	Voltage: 415 V			
3.08	Voltage accuracy: <±1%			
3.09	Frequency: 50/60 Hz			
3.10	Frequency accuracy: ±0.01% (At self-oscillation)			
3.11	Load power factor: Rated 1.0 (0.7 to 1.0 delay)			
3.12	Transient voltage regulation: <±5%			
3.13	Voltage waveform distortion factor: < 2% (Linear load), < 5% (Non-linear load IEC62040-3)			
3.14	Overload capacity: 125% 10 min*2, 150% 1 min*2			
3.15	Peak-to-rms ratio: ≤3			
3.16	Rated voltage: 480 VDC (240 cells) to 528 VDC			

UIDAI: RFP for Upgrading Data Centres

S. No.	Requirement	Compliance (Yes/ No)	Deviations, if any, with justification	Reference Page No. in Data Sheet
	(264 cells)			
3.17	Safety: IEC62040-1			
3.18	Electromagnetic compatibility (EMC): IEC62040-2			
3.19	Performance: IEC62040-3			
3.20	Product declaration: CE Certification reservation			
3.21	Operating temperature: 0 to +40°C (at rated voltage, rated load)			
3.22	Altitude: Standard 1000 m or less			
3.23	Relative humidity: 5 to 95% (Non-Condensing)			
3.24	Audible noise level: < 75dB			
3.25	Cooling system: Forced air cooling			
3.26	Installation site: Indoors			
3.27	Protection class: IP20			
3.28	Soft-start function: Yes			
3.29	Efficiency: More than 95%			
3.30	Communication interface (option): Simple Network Management Protocol (SNMP), Modbus RTU			
3.31	UPS in N+1 redundant configuration as per Tire III standards			
3.32	Battery bank for UPS for should provide 15 min back up at full load on each UPS			
3.33	Battery charger and battery stand with enclosure should be included			
4	Cables and Termination			
4.01	Ensure proper and adequate connections at terminations.			
4.02	Ensure that provision is left in building components and trenches			
4.03	Ensure that all fixing accessories such as clamping devices, Tie's, nuts and bolts & crews			
4.04	Ensure proper supports for cable terminal boxes			
4.05	Ensure heavy duty copper lugs, insulation tape etc. at joints and terminations.			
4.06	Ensure that fixing accessories such as GI saddles, screws, raw plugs, suitable size Anchor Fasteners etc. are supplied			
5	PDU			
5.01	450 kVA - Dry Type - H classShield -CMRR 40 to 50 db			
5.02	Input 415 V & Output 415 V			
5.03	Incomer with Isolator and outgoing MCCB TPN of 800A			
5.04	Should include phase indicators, ON, OFF and Trip Indications & Load Manager with Surge protection			

S. No.	Requirement	Compliance (Yes/ No)	Deviations, if any, with justification	Reference Page No. in Data Sheet
5.05	Should include supporting frame for PDU			
6	Earthing and earthing strips			
6.01	Earthing of all new equipment will be connect to existing earthing network			
6.02	All the required tapping and connection to equipment shall be performed			
6.03	InRow Unit			
6.04	HD Room In-Row Unit of 27 KW Sensible Cooling Capacity at design conditions to maintain cold Aisle Temperature of 18-21 Deg C:			
7	Under Raised Floor Cable Management Solution			
7.01	The cable tray should be of stainless steel.			
7.02	It should have clips/hole to hold the cables.			
7.03	It should have the mechanism of holding the cable, which comes out from the bottom of the Racks.			
7.04	The cable tray should not be laid on the floor and should be attached with the raised floor legs or could have its own legs.			
7.05	The tray should pass under all the Racks in the datacenter and reach the MDB or the UPS.			
7.06	The supplied equipment must comply with Tier III compliance in all aspects			
8	Other Misc. Electrical Related Requirements			
8.01	Point Wiring should include with circuit wiring (2.5 sq. mm.) of light / fan / outlets of any length from the distribution board via switch to the point			
8.02	All the light fixtures, ceiling fans, exhaust fans, third pin of outlets, switch and outlet boxes shall be earthed with 1 mm dia. Insulated copper wire			
8.03	All accessories necessary to complete the wiring related work and requirements			
8.04	All wires should be FRLS rated			
9	HVAC Low Side Work			
9.01	Insulated Chilled Water Piping: chilled/hot water piping inside the building (with necessary clamps, vibration isolators and fittings but excluding valves, strainers, gauges etc.) duly insulated with 80 kg/cum density resin bonded fibre glass pipe section insulation covered with a layer of 120 gm/sqm polythene sheet (vapor barrier) and finally applying 0.63mm aluminum sheet cladding complete with type3, grade 1 roofing felt strip (as per IS: 1322 as amended upto date) at the joints repairing of damage to building etc. The Pipes size 150mm & below shall be M.S. 'C' class as per IS: 1239 and pipes size			

UIDAI: RFP for Upgrading Data Centres

S. No.	Requirement	Compliance (Yes/ No)	Deviations, if any, with justification	Reference Page No. in Data Sheet
	above 150mm shall be welded black steel pipe heavy class as per IS: 3589, from minimum 6.35mm thick M.S. Sheet for pipes upto 250 mm dia.			
10	PAC Units			
10.01	Supply & Installation of direction expansion (DX) type PRECISION AIR CONDITIONING UNITS as per the specifications complete with cabinet construction comprising of all four sides doubled skin sandwich panel with class A1(in accordance with EN13501), air cooled condenser with independent casing and stepless variable speed control on all fans for winter operation for each circuit, Brushless BLDC Inverter variable Speed scroll compressor crankcase heater, evaporator coil with hydrophilic coating, Indoor Fan should be Radial Flow Backward Curved Direct Driven Fan with EC Motor, Electronic Expansion Valve with option of Superheat Set Point Control stainless steel drain pan.			
10.02	Unit shall be suitable for 415 + 10% volts, 50 cycles, 3 phase AC supply.			
10.03	External static pressure should be 25 Pa.			
10.04	Outdoor unit motor protection should be with IP-54 protection and should be weather proof.			
10.05	Auto sequencing of the unit for equal run time should be integral part of the micro-processor.			
10.06	The unit should be designed to operate with R410A refrigerant.			
10.07	The Unit should have inbuilt: -Electric heater -Variable capacity auto-modulating humidifier			
10.08	Apart from above the refrigerant circuit should incorporate the following: • Liquid receiver • Oil separator • Solenoid valve for shutting off the refrigerant liquid • Refrigerant Sight Glass • Solid cartridge Filter Drier • Pressure Safety Valve • High pressure safety pressure switch with manual reset • Low pressure switch with automatic reset • Shut-off valves for both Liquid & Discharge Line			
10.09	The controller should display real-time parameters like: 1) Refrigerant Superheat			

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S. No.	Requirement	Compliance (Yes/ No)	Deviations, if any, with justification	Reference Page No. in Data Sheet
	2) Refrigerant Saturated Suction Pressure & Temperature 3) Refrigerant Saturated Discharge Pressure & Temperature. 4) Airflow Rate 5) Supply Air Temperature 6) All parameters mentioned in section 5.4.3.6			
10.10	Each unit should have inbuilt sequential controller for operating unit in N+1 configuration.			
10.11	Microprocessor should have inbuilt features of Team Mode and cascade mode incase required.			
10.12	<u>Air Flow Configuration: Bottom Discharge & Top Suction</u> <u>Return Air Condition: 30 Deg C/ RH 35%</u> <u>Outside Ambient Air: 44 Deg C</u>			
10.13	Actual Cooling Capacity at above condition: minimum 25 TR for each unit			
10.14	The solution should ensure that hot aisle us maintained at 30 to 35 degree and the cold aisle at 22 degree (<u>±2 degrees</u>)			

7.7 Appendix G–Requisition for Information

Date:
Bid No.:

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

Dear Sir,

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

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

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

1. Appendix H - List of Inventory available for Buy-Back
2. Appendix J - Existing Setup (Electrical and HVAC Components)

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

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

<Signed and Sealed>

<Name of Authorised Signatory>

<Designation>

<Contact Details>