

Bid No.: D – 11018/22/10/Addendum A – UIDAI/IT

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA
PLANNING COMMISSION
GOVERNMENT OF INDIA
NEW DELHI**

BID DOCUMENT

Request for Proposal (RFP) for “Hiring of Data Center Space & Facilities for Unique Identification Authority of India (UIDAI) at Bengaluru”.

April, 2010

Date of Issue	Issued To (Name & Address)	Cost of Bid Document	Payment Details				Signature of Issuing person
			DD No.	Name of the Bank	Branch	Date	
		Rs. 10,000					

CHECK LIST

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

1. Pre-Qualification Bid

(Please refer to Clause 20 & 41 of Section II – Instructions to Bidders)

Sl. No.	Description of Pre-Qualification Condition	Yes/ No
1	Bid Security of Rs. 10,00,000 (Rupees Ten Lakhs only).	
2	Audited Average Annual Turnover of the company in last three (3) years.	
3	Audited Average Annual Revenue of the company in last three (3) years from the Activity related to Data Centre facilities/services excluding internet/ connectivity bandwidth services for the last 3 financial years.	
4	Details for at least two (2) customers either from Industry/ Government/ State Government/ PSU/ Bank availing Data Center hosting and managed services for a period of at least six (6) months, i.e. from October 1, 2009 till March 31, 2010.	
5	No. of years of proven experience in the areas of providing Data Centre facilities of similar nature.	
6	Whether the Firm / Company has any valid ISO 27001 certification.	
7	Whether the Firm/ company has any other accreditation rating received from an internationally accredited third party rating / certification agency for the Data Centers at Bengaluru and also indicate alternate equivalent standards and practices being followed at these Data Centers.	
8	Details on contiguous space of at least 2000 SqFt available with the Firm/ Company.	
9	Details of proposed Data Center on terminations of at least two (2) telecom carriers with redundant path for fulfilling UIDAI WAN requirement.	
10	Details confirming DCSP's current Tier III Level Data center space aggregates to atleast 20,000 sq. feet.	

Important Note: This list should be duly filled, signed and placed in the cover containing letter of Pre-qualification.

2. Check List of Annexe 4.1.1 to 4.1.11 of Section IV enclosed in the Technical Bid

Sl. No.	Description of Annexe for Technical Bid	Yes/ No
1	Technical Bid	
2	Technical Bid Letter	
3	Bidder Profile	
4	Profile of Key Personnel	
5	Project Plan for Deliverable	
6	Escalation Matrix	
7	List of Documents to be Submitted by DCSP	
8	Response Sheet	
9	Details of Litigation	
10	Statement of Deviations from General Terms & Conditions	
11	Statement of Deviations from Schedule Requirements	

Important Note: This list should be duly filled, signed and placed in the cover containing letter of Pre-qualification.

3. Check List of Annexe 4.2.1 to 4.2.3 of Section IV enclosed in the Commercial Bid

Sl. No.	Description of Annexe for Technical Bid	Yes/ No
1	Commercial Bid	
2	Commercial Bid Letter	
3	Detailed Cost Sheet	

Important Note: This list should be duly filled, signed and placed in the cover containing letter of Pre-qualification.

SECTION I - Invitation for Bids

This invitation to Bid is for “**Hiring of Data Center Space & Facilities for Unique Identification Authority of India at Bengaluru.**”

1. Bidders are advised to study the Bid Document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications. Sealed offers prepared in accordance with the procedures enumerated in **Clause 1 of Section II** should be submitted to the **Deputy Director General, UIDAI** not later than the date and time laid down, at his address given in the **Schedule for Invitation to Bid under Clause 4.**
2. All Bids must be accompanied by a **Bid Security of Rs. 10,00,000 (Rupees Ten Lakhs only).**
3. This Bid document is not transferable.
4. **Schedule for Invitation to Bid**

a) Name of the Purchaser:

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

b) Addressee and Address at which Bids to be submitted:

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

c) Latest time and date for receipt of Bid

On or before 1500 hours of June 14th, 2010.

d) Place, Time and Date of opening of Letters of Prequalification:

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

At 1600 hours of June 14th, 2010.

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

Unique Identification Authority of India (UIDAI),
Planning Commission, Govt. of India (Gol),
3rd Floor, Tower II, Jeevan Bharati Building,

Connaught Circus,
New Delhi – 110001

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

f) Name of the contact person for any clarification:

Shri. B B Nanawati
Deputy Director General
Unique Identification Authority of India (UIDAI),
Queries should be submitted via E-mail and followed by paper copy in post.
E-mail – dcspbid@uidai.gov.in and copy to bbnanawati@uidai.gov.in,

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

120 days from the date of opening of the Letters of Pre-Qualification.

h) Important dates:

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

Activity	Date
Release of Addendum A	25 th May 2010
Pre-Bid Conference	N.A.
Last date for submission of written queries for clarifications	1700 hours on 28 th May 2010
Date of Issue of Clarifications	31 st May 2010
Last date for submission of Bids	14 th June 2010
Opening of Letters of Pre-qualification	14 th June 2010

Note: The Purchaser shall not be responsible for non-receipt / no-delivery of the Bid documents due to any reason whatsoever.

SECTION II - Instructions to Bidders**Table of Contents**

1.	Procedure for Submission of Bids	3
2.	Cost of Bid	4
3.	Contents of the Bid Document	4
4.	Clarification of Bid Document	5
5.	Amendment of Bid Document	5
6.	Language of Bids	5
7.	Documents Comprising the Bids	5
8.	Bid Prices	6
9.	Firm Prices	7
10.	Discount	7
11.	Bidder Qualification	7
12.	Bid Security	8
13.	Period of Validity of Bids	9
14.	Format and Signing of Bid	9
15.	Revelation of Prices	9
16.	Income Tax Clearance Certificate	10
17.	Terms & Conditions of Bidders	10
18.	Local Conditions	10
19.	Headings	10
20.	Conditions for Pre-Qualification of Bidders	11
21.	Sealing and Marking of Bids	11
22.	Last Date for Receipt of Bids	12
23.	Late Bids	12
24.	Modification and Withdrawal of Bids	12

25.	Address for Correspondence	12
26.	Opening of Bids by Purchaser	12
27.	Clarifications	13
28.	Preliminary Examination	13
29.	Contacting the Purchaser	13
30.	Post Qualification	14
31.	Evaluation of Bids	14
32.	Purchaser's Right to Vary Scope of Contract at the time of Award	18
33.	Purchaser's Right to Accept Any Bid and to Reject Any or All Bids	18
34.	Notification of Award	18
35.	Signing of Contract	19
36.	Performance Security	19
37.	Confidentiality of the Document	19
38.	Financial Model	19
39.	Bidder related conditions	20
40.	Rejection Criteria	20
41.	Information for Pre-Qualification	22

1. Procedure for Submission of Bids

- 1.1. The Bidder is required to pay Rs. 10,000/- (Rupees Ten Thousand Only) towards Bid **Document Fee** in the form of Demand Draft drawn in favor of “**PAO, UIDAI, New Delhi**” and payable at **New Delhi**. The Bid Document Fee is Non-Refundable. The Bidder, who purchases the hard copy of the Bid Document from the UIDAI office (**against payment of Rs. 10,000/-**), is not required to furnish the Bid Document Fee again at the time of submission of Bids.
- 1.2. It is proposed to have a **Two Bid System** for this Bid.
 - a) Technical Bid (2 copies) in one cover.
 - b) Commercial Bid (2 copies) in one cover.
- 1.3. Each copy of Technical Bid and Commercial Bid of the Bid should be covered in separate sealed covers super scribing the wordings “**Technical Bid**” and “**Commercial Bid**” respectively. Each copy in each Bid should also be marked as “**Original**” and “**First copy**”. All the two copies of each Bid should be put in a single sealed cover super scribing the wordings “**Technical Bid**” and “**Commercial Bid**” as the case may be. **Please Note that Prices should not be indicated in the Technical Bid and should only be indicated in the Commercial Bid.**
- 1.4. The cover containing two copies of Technical Bid and the cover containing two copies of Commercial Bid should be put in another single sealed envelope clearly marked “**Hiring of Data Center Space & Facilities for Unique Identification Authority of India at Bengaluru**” This envelope is to be super scribed with Bid Number, Due Date, Item and the wordings “**DO NOT OPEN BEFORE 16:00hrs of June 14th, 2010**”.
- 1.5. The cover thus prepared should also indicate clearly the name, address and telephone number of the Bidder, to enable the Bid to be returned unopened in case it is declared “**Late**”.
- 1.6. Each copy of the Bid should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Different copies must be bound separately. The deficiency in documentation may result in the rejection of the Bid.
- 1.7. A letter, **in a separate sealed cover**, containing **Bid Security** in the form of a Bank Guarantee (**Appendix A**) describing the **Pre-qualifying technical competence and experience of the Bidder** and also certifying the period of validity of Bids for **120 days** from the date of opening of the Letters of Pre-Qualification in accordance with **Clause 7.3 and Clause 20**, should also be submitted with the Bid.
- 1.8. As part of the Bid, Bidder should also provide the Technical and Commercial Bid in soft copy, in the form of a non-re-writeable CD (Compact Disc).
 - Two copies of CD containing the Technical Bid
 - Two copies of CD containing the Commercial Bid

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

- 1.9. The CD's would be sealed along with the hard copies of the respective Technical and Commercial Bids. All CDs submitted by the Bidder must be in sealed covers. The sealed covers as well as the CD media must be duly signed by the Bidder using a “Permanent Pen/Marker”, should be super scribed with “Technical Bid” / “Commercial Bid” (as the case may be) and should bear the name of the Bidder.

- 1.10. Bidder must ensure that the information furnished by him in respective non-rewriteable CD-ROMs is identical to that submitted in the Original Paper Bid Document. In case of any discrepancy observed by the Purchaser in the contents of the CDs and Original Paper Bid Documents, the information furnished on Original Paper Bid Document will prevail over the Soft Copy.
- 1.11. Bidder must ensure that Technical Bid CDs do not contain any Commercial Items / Prices.

2. Cost of Bid

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

3. Contents of the Bid Document

- 3.1. The Schedule of Requirements of the Services required, Bid procedures and contract terms are prescribed in the Bid Document. In addition to **Section I - Invitation for Bids**, the Bid Document includes:
 - a) **Section II** - Instructions to Bidders;
 - b) **Section III** - General Conditions of Contract;
 - c) **Section IV** – Contents of the Bid
 - **Technical Bid**
 - **Commercial Bid**
 - d) **Section V** - Schedule of Requirements;
 - e) **Section VI** – Appendices;
 - i. Proforma for Bid Security Form (**Appendix A of Section VI**)
 - ii. Proforma for Bank Guarantee for Contract Performance Guarantee Bond (**Appendix B of Section VI**)
 - iii. Draft Contract Form (**Appendix C of Section VI**)
 - iv. Non Disclosure Agreement (**Appendix D of Section VI**)
 - f) **Section VII** – Service Level Agreement (SLA).
- 3.2. The Bidder is expected to examine all instructions, forms, Terms & Conditions, and Schedule of Requirements in the Bid Document. **Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.**

4. Clarification of Bid Document

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

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

Sr. No	Section No.	Clause No.	Reference/ Subject	Clarification Sought

5. Amendment of Bid Document

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

6. Language of Bids

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

7. Documents Comprising the Bids

The Bids prepared by the Bidder shall comprise of the following components (*Refer Section IV, Section VI, Clause 20 and Clause 41*):

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

- a. Technical Bid (**Annexe 4.1.1 of Section IV**)
- b. Technical Bid Letter (**Annexe 4.1.2 of Section IV**)
- c. Bidder Profile (**Annexe 4.1.3 of Section IV**)
- d. Profile of Key Personnel (**Annexe 4.1.4 of Section IV**)
- e. Project Plan and Deliverables (**Annexe 4.1.5 of Section IV**)
- f. Escalation Matrix (**Annexe 4.1.6**)
- g. List of Documents to be Submitted by DCSP (**Annexe 4.1.7 of Section IV**)
- h. Response Sheet (**Annexe 4.1.8 of Section IV**)
- i. Details of Litigation (**Annexe 4.1.9 of Section IV**)
- j. Statement of Deviations from General Terms & Conditions of the contract (**Annexe 4.1.11 of Section IV**)
- k. Statement of Deviations from Schedule of Requirements (**Annexe 4.1.11 of Section IV**)

A blank copy of the Commercial Bid should be enclosed with the Technical Bid with the price column of the Commercial Bid format blanked out. A tick mark (✓) shall be provided against each item of the Commercial Bid Format to indicate that there is a quote against this item in the Commercial Bid.

7.2. The Commercial Bid should comprise of the following:

- a. The Commercial Bid (**Annexe 4.2.1 of Section IV**)
- b. Commercial Bid Letter (**Annexe 4.2.2 of Section IV**)
- c. Detailed Cost Sheet (**Annexe 4.2.3 of Section IV**)

7.3. Letter describing the Pre-Qualifying Technical Competence – refer to Clause 20

A letter, in a separate sealed cover, describing the **pre-qualifying technical competence** and experience of the Bidders. This sealed cover should contain the following documents:

- a. Bid Security of the prescribed amount and validity as stipulated in **Clause 12**.
- b. Explicit documentary evidence in support of Pre-Qualification conditions prescribed in **Clause 20**.
- c. Information for Pre-Qualification (As per format in **Clause 41**)

8. Bid Prices

- 8.1. The Bidder shall indicate in the proforma prescribed at **Annexe 4.2.3 of Section IV**, the unit prices and total Bid Prices of the facilities/services, it proposes to provide under the Contract.

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

9. Firm Prices

- 9.1. Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in **Annexe 4.2.3 of Section IV** enclosed with the Bid. The Bid Prices shall be indicated in **Indian Rupees (INR)** only.
- 9.2. The Commercial Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should to be shown separately in **Annexe 4.2.3 of Section IV**. However, should there be a change in the applicable taxes; Purchaser reserves the right to negotiate with the Bidder.
- 9.3. The Purchaser reserves the right to review and negotiate the charges payable for the Data Center Hire, its Facilities, Maintenance and Management at the beginning of the each year or at any time at the request of Purchaser whichever is earlier to incorporate downward revisions as applicable and necessary.

10. Discount

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

11. Bidder Qualification

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

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

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

a) Constituted attorney, if it is a company.

OR

b) The Principal Officer or his duly Authorized Representative,

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

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

The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid. **Purchaser may reject outright any Bid not supported by adequate proof of the Signatory's Authority.**

12. Bid Security

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

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

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

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

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

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

12.7. The Bid Security may be forfeited:

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

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

- i. to sign the Contract in accordance with **Clause 35**; or
- ii. to furnish Performance Security in accordance with **Clause 36**.

13. Period of Validity of Bids

- 13.1. Bids shall remain valid for **120 days** from the date of opening of Letters of Pre-Qualification prescribed by the Purchaser. **A Bid valid for a shorter period may be rejected by the Purchaser as non-responsive.**
- 13.2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the Period of Validity. The request and the responses thereto shall be made in writing (or by fax). The validity of Bid Security provided under **Clause 12** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required nor permitted to modify its Bid.

14. Format and Signing of Bid

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

15. Revelation of Prices

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

16. Income Tax Clearance Certificate

- 16.1. Not required. [ITCC provisions are deleted in the Income tax Act].

17. Terms & Conditions of Bidders

- 17.1. Printed Terms & Conditions (General Conditions) of the Bidders will not be considered as forming part of their Bids. In case the General Terms & Conditions of the Contract (**Section III**) applicable to this Invitation of Bid are not acceptable to any Bidder, he should clearly specify deviation in his Technical Bid (**Annexe 4.1.10 of Section IV**).
- 17.2. Similarly, in case the Services being offered has deviations from the Schedule of Requirements laid down in **Section V**, the Bidder shall describe in what respects and to what extent the Services being offered differ/deviate from the Schedule of Requirements, even though the deviations may not be very material. Bidder must state categorically whether or not his offer conforms to Bid Schedule of Requirements and indicate deviations, if any, in his Technical Bid (**Annexe 4.1.11 of Section IV**)

18. Local Conditions

- 18.1. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors at the respective Data Center locations, which would have any effect on the performance of the contract and / or the cost.
- 18.2. The Bidder is expected to obtain for himself on his own responsibility all information that may be necessary for preparing the Bid and entering into contract. Obtaining such information shall be at Bidder's own cost.
- 18.3. Failure to obtain the information necessary for preparing the Bids and entering into contract will in no way relieve the Successful Bidder from furnishing any material, facility or performing any work in accordance with the Bidding Documents, as a lump sum turnkey contract.
- 18.4. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the Bidding Documents. The Purchaser shall not entertain any request for clarification from the Bidder regarding such local conditions.
- 18.5. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bidding Documents will be entertained by the Purchaser and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Purchaser on account of failure of the Bidder to appraise themselves of local laws / conditions.

19. Headings

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

20. Conditions for Pre-Qualification of Bidders

- 20.1. Pursuant to **Clause 1.7 and Clause 7.3**, the prospective Bidder shall have to enclose along with the letter describing the Pre-qualifying Technical Competence, documentary evidence in support of following conditions, in the absence of which the **Bid will be rejected summarily at the Pre-qualification Stage**.
- i. Bidder should submit Bid Security of the prescribed amount and validity pursuant to **Clause 12**.
 - ii. The Bidder should have an average annual turnover not less than Rs. 200 crores for the last 3 Financial years till FY.2009-10.
 - iii. The Bidder should have average minimum annual revenue of Rs. 10 crore from datacenter related activities for the last 3 financial years.
 - iv. The bidder should currently have Tier III Level Data center space aggregating to atleast 20,000 sq. feet.
 - v. Bidder should be an established, reputed and reliable Service Provider in the field of providing Data Center hosting and managed services preferably for the past 3 financial years.
 - vi. Bidder should have at least 2 customers either from Industry/ Government/ State Government/ PSU/ Bank availing Data Center hosting and managed services for a period of at least six (6) months, i.e. from October 1, 2009 till March 31, 2010.
 - a. should comply to the Uptime Institutes guidelines of Tier III.
 - b. should have had consistent availability of 99.99% in the past six (6) months, i.e. from October 1, 2009 till March 31, 2010.
 - vii. Bidder shall hold a valid ISO 27001 Certification for the facility. Alternatively, if the Bidder does not have a valid ISO Certification, then the Bidder should give an undertaking, as part of the response to this RFP, that the Bidder would obtain the ISO Certifications within 4 months from the Date of Signing of the Contract. The Bidder should also indicate of any other accreditation rating received from an internationally accredited third party rating / certification agency for the Data Centers at Bengaluru and also indicate alternate equivalent standards and practices being followed at these Data Centers.
 - viii. Bidder should offer a contiguous space of 2000 SqFt of Data Centre of Tier III standards.
 - ix. The proposed Data Center should have terminations of at least two (2) telecom carriers with redundant paths for fulfilling the UIDAI WAN requirements.

The Bidder should provide detailed information as stipulated in **Clause 41** and conformance to the requirements stated in the RFP document.

21. Sealing and Marking of Bids

- 21.1. The Bidders shall seal and mark the original and the copy of each Bid strictly in accordance with **Clause 1**.

- 21.2. If the outer cover of the Bid is not sealed and marked as required by **Clause 1**, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

22. Last Date for Receipt of Bids

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

23. Late Bids

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

24. Modification and Withdrawal of Bids

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

25. Address for Correspondence

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

26. Opening of Bids by Purchaser

- 26.1. On the basis of information furnished in the **letter describing Pre-qualifying Technical Competence and Technical Bid**, pursuant to **Clause 20**, Bidders will be pre-qualified. The Bids of Bidders, who do not qualify at this stage, will not be taken up

for further evaluation, and the sealed Commercial Bids of such Bidders will be returned unopened immediately.

- 26.2. Bids of only Pre-qualified Bidders will be taken up for further evaluation.
- 26.3. The Purchaser will open the **Letter describing Pre-qualifying Technical Competence and Technical Bid**, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in **Clause 4(c) of Section I** of this Document.
- 26.4. The Bidders' names, modifications, Bid withdrawals and the presence or absence of the requisite Bid Security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the Bid opening.
- 26.5. The Purchaser will prepare minutes of the Bid opening.

27. Clarifications

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

28. Preliminary Examination

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

29. Contacting the Purchaser

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

30. Post Qualification

- 30.1. The Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the best evaluated responsive Bid is qualified to satisfactorily perform the Contract.
- 30.2. This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities. It will also include an examination of the documentary evidence submitted by the Bidder pursuant to **Clause 41**, as well as such other information as the Purchaser deems necessary and appropriate.
- 30.3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event; the Purchaser will proceed to the next best evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

31. Evaluation of Bids

- 31.1. The Bidder must possess the requisite experience, strength and capabilities in commissioning, maintaining and managing the Data Center for meeting the Purchaser's requirements, as described in the Bid Document. The Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully commission, maintain and manage the Data Center facility and provide the services sought by the Purchaser, for the entire period of the contract. The Bidder's Bid must be complete in all respects and covering the entire Schedule of Requirements as stipulated in the Bid Document.
- 31.2. The evaluation process of the Bid proposed to be adopted by the Purchaser is indicated under this clause. The purpose of this clause is only to provide the Bidder an idea of the evaluation process that the Purchaser may adopt. However, the Purchaser reserves the right to modify the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change.
- 31.3. **Preliminary Examination**
 - i. The Purchaser will examine the Bids to determine whether they are complete, whether the Bid format conforms to the Bid requirements, whether any computational errors have been made, whether required Bid Security has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
 - ii. The Purchaser may waive any informality or nonconformity or irregularity in a Bid which does not constitute a material deviation according to the Purchaser, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
 - iii. **Site Visit to the proposed Data Center Facility** – The Bidder shall arrange for a site visit to the proposed Data Center Facility. The purpose of the site visit is to review the proposed facility as per the Response Sheet provided at **Annexe 4.1.8 of Section IV**. If case the Purchaser finds and discrepancies in facility as proposed by the Bidder during the site visit, the Bidder must give a confirmation for compliance to those discrepancies within a stipulated period which shall be

decided by UIDAI. The schedule for site visit will be communicated to the Bidders in advance by the Purchaser.

31.4. Evaluation of Technical Bids

In this part, the Technical Bid will be reviewed for determining the eligibility of the Bidder for the Project and to ascertain Compliance of the Technical Bids with the Bid Terms & Conditions, technical requirements and Schedule of Requirements as defined in this Bid.

Based on the ‘**Evaluation Parameters**’ as tabulated below, points shall be awarded and Total Technical Score (S_T) computed for each Bid. **It is mandatory for the Bidders to secure at least the Minimum Qualifying Points for each of the “Evaluation Parameters”** as defined hereunder in order to be **Technically Qualified** and for being considered for opening of their Commercial Bid and evaluation thereof:

31.5. Evaluation format

Sl. No.	Description	Max Points	Minimum Qualification Points
1	Technical Compliance to Data Center Parameters	60	42
2	Commercial Parameters	40	
	Total	100	

31.6. Technical Compliance to Data Center Parameters:

Clause 3 Section V	Evaluation Parameter	Max Points	Minimum Qualifying Points
3.2	Architecture and Structural	100	70
3.2.1	Location	25	18
3.3.2	Building	25	18
3.2.3	Telco/ Communication Room	15	11
3.2.6	Server Hall	20	14
3.2.7	Services/ Utility Rooms	15	11
3.3	Electrical Systems	100	70
3.3.1 & 3.3.2	Power and Transformers	25	18
3.3.3	Diesel Generators	25	18
3.3.4 & 3.3.6	Main LT Panel and Distribution Panel	15	11
3.3.5	Un-interruptible Power Supply System	25	18
3.3.7	Earthing	10	7
3.4	Heat ventilation and Air-conditioning	100	70
3.4.2	Precision Air conditioning		
3.4.2.2	The PAC should have a redundancy of N+1.	25	18
3.4.2.4	The temperature of the hall should be in the range 22 degree centigrade +/- 2	20	14

	degrees centigrade.		
3.4.2.5	The relative humidity should be 50% +/- 5%.	20	14
3.4.2.12	The rack layout should be designed to achieve hot and cold aisle.	20	14
3.4.2.14	Temperature and humidity sensing and monitoring should be done on a continuous basis and should be fed to the BMS System.	15	11
3.5	Fire Systems	100	75
3.5.1	Fire Alarm	50	38
3.5.2	Fire Suppression System	50	38
3.6	Security Systems	100	75
3.6.1	Access Control Systems	35	26
3.6.2	Closed Circuit Television Systems	35	26
3.6.3	Physical Security	30	23
3.7	BMS Systems	100	75
3.7.1, 3.7.2 & 3.7.5	BMS system should be integrated with all the critical systems such as fire alarms water leak detection system, PAC, etc.	40	30
3.7.3	Generation of Reports of Power Consumption from PDU's	35	26
3.7.4	BMS should be monitored 24/7	35	26
3.8	Network Systems, Racks and cages	100	70
3.8.4	The cable should be laid and terminated as per TIA 942 standards	25	18
3.8.7, 3.8.8 & 3.8.9	The server racks should be of 600*1000mm and network racks should be of 800* 1000mm. all the racks should be 42U and they should have a base frame firmly rested on the first floor	25	18
3.8.10	The racks should have 55% proliferation for sufficient flow of air	25	18
3.8.13 & 3.8.17	The cage of MS should be provided for the space allotted to UIDAI and with Biometric access control	25	18
3.2, 3.9	Office Space, Store Room, and other related spaces	40	60
3.9.1, 3.9.2 & 3.9.6	The office space should have a capacity of 15 persons with each workstation having three (3) UPS point and one (1) raw power point. Access control to UIDAI	15	9
3.2.5.1	Store room should be of 100 SqFt exclusive for UIDAI with independent access control	10	6
3.2.4.4 & 3.2.4.5	Minimum of two seats with PC and LAN connectivity should be available for the personnel to upload applications and test the servers.	15	9

	Fire alarm, fire suppression, air conditioning and access control should be provided in the room.		
3.10	Operational Procedures	30	60
3.10.1, 3.10.3, 3.10.6 & 3.10.7	For all systems like fire alarm, fire fighting, PAC, etc and also emergency operating procedures for critical situations should be documented and available for review.	15	9
3.10.4 & 3.10.5	Maintenance procedure and schedules with documentations should be available for UIDAI's preview	15	9
3.11	MIS Report	30	60
3.11.1 & 3.11.2	Visitor details for Data Center including name, time of entry and exit, entry authorized by purpose of visit, etc as applicable. & Material movement for all material entering / exiting from the Data Center	10	6
3.11.3 to 3.11.8	Uptime report of all equipments such as UPS, PAC, access control, fire management, etc to be provided on the monthly bases	10	6
3.11.10	Helpdesk report including details of each call, time of call, defect reported, time of call resolution, action taken, etc.	10	6

Bidders shall note that **inputs for the above evaluation** shall be derived from the **respective responses to the Bid Document** as specified in **Section V** of the Bid Document, as applicable.

31.7. Opening of Commercial Bids

The Purchaser will open the Commercial Bids of only Technically Qualified Bidders, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as decided by the Purchaser.

31.8. Evaluation of Commercial Bids

- i. The Commercial Bids shall be evaluated by the Purchaser for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- ii. The Commercial Bid shall contain the total cost of all services, comprising of all items as mentioned in **Annexe 4.2.3 of Section IV**, proposed to be charged by the Bidder.
- iii. The overall Bid Price, computed as above, shall be used by the Purchaser for the purpose of commercial evaluation of Bids.

- iv. Based on the Evaluation Criteria mentioned in the following clause a Commercial score (S_F) shall be assigned to each Bid.

31.9. Evaluation Criteria and Identification of Best Evaluated Bid

Evaluation Criteria proposed to be adopted will be **Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 60 and Commercial Bid Score a weightage of 40.**

Description of variables used:

- S_T is the Total Technical Score for each Bid
- F is the Total Bid Price quoted in the Bid under consideration
- F_L is the value of lowest Commercial Bid

Commercial Bid Score (S_F) for each Bid shall be computed as follows:

$$S_F = 40 \times (F_L / F)$$

Total Score (T_S) for each Bid shall be computed as follows:

$$T_S = S_T + S_F$$

The Bid, that obtains the highest Total Score (T_S) value, will be rated as the **Best Evaluated Bid**.

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

- 32.1. The Purchaser may at any time, by a written order given to the Bidder pursuant to **Clause 36 of Section III**, make changes within the general scope of the Contract.
- 32.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or Stipulated Time Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the Purchaser's changed order.

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

- 33.1. The Purchaser reserves the right to accept any Bid, and to annul the Bid process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

34. Notification of Award

- 34.1. Prior to the expiration of the period of Bid Validity, the Purchaser will notify the Successful Bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its Bid has been accepted.

- 34.2. The notification of award will constitute the formation of the Contract.
- 34.3. Upon the Successful Bidder's furnishing of performance security pursuant to **Clause 36**, the Purchaser will discharge Bid Security of Unsuccessful Bidders, pursuant to **Clause 12**.

35. Signing of Contract

- 35.1. At the same time as the Purchaser notifies the Successful Bidder that its Bid has been accepted, the Purchaser will send the Bidder the Contract Form (**Appendix C of Section VI**) provided in the Bid Document, incorporating all agreements between the parties.
- 35.2. Within 15 days of receipt of the Contract Form, the Successful Bidder shall sign and date the Contract and return it to the Purchaser.

36. Performance Security

- 36.1. Within 15 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at **Appendix B of Section VI**.
- 36.2. Failure of the Successful Bidder to comply with the requirement of **Clause 35 or Clause 36** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may award the Contract to the next Best Evaluated Bidder or call for new Bids.

37. Confidentiality of the Document

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

38. Financial Model

- 38.1. The Bidders should note that in the event of selection it shall be their responsibility to offer a guaranteed service as per requirements of the Purchaser indicated within the Schedule of Requirements.
- 38.2. The entire investment for the Schedule of Requirements detailed in **Clause 2 of Section V** and Annexes thereon of the Bid Document, including but not limited to, all related ongoing services, statutory payments and insurance coverage etc., is required to be borne by the selected Bidder. The period of contract between the Purchaser and the selected Bidder will be for an initial period of 1 year excluding the period involved in the commissioning of facilities for the Data Center. The period of contract may be further extended at the Terms & Conditions mutually agreed upon subject to the terms and conditions as specified in **Section III** of the Bid Document.
- 38.3. This Bid Document envisages the Data Center requirements as specified under the Schedule of Requirements. However, it is likely that the Data Center requirement

covered as a part of scope may undergo a change during the process of implementation or at a later date. Such a change would be executed through a change order process. For this purpose it is mandatory that the Bidder is required to provide the applicable unit rates (**Annexe 4.2.3 of Section IV**) failing which the Bid will be considered as incomplete.

39. Bidder related conditions

- 39.1. The Bidder should confirm unconditional acceptance of full responsibility of completion of job and for executing the 'Schedule of Requirements' of this Bid. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.
- 39.2. The Bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. The Bidder should not have been black-listed by any Central / State Government or Public Sector Undertakings. If at any stage of Bidding process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the Purchaser, the Purchaser shall have the right to reject the Bid or terminate the contract, as the case may be, without any compensation to the Bidder.
- 39.3. The Bidders whose proposal for the purpose of this Bid involves technical collaboration / joint venture with foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Government's approval is necessary, should submit a copy of Government's approval to the Purchaser, prior to the Date of Opening of Commercial Bid.
- 39.4. Bids fulfilling partial requirements would be summarily rejected.

40. Rejection Criteria

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

40.1. Technical Rejection Criteria

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

- Only the Bids of Bidders, who quote for the complete Schedule of Requirements as stipulated in the Bid Document, addendum (if any) and any subsequent information given to the Bidder, shall be considered. Incomplete Bids may be rejected outright.
- Failure to furnish all information required as per Bid Document or submission of Bid not substantially responsive to the Bid Document in every respect may lead to rejection of Bid.
- The Bidder shall be deemed to have complied with all clauses in the Bid Document under all the sections/chapters of the Bid Document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, Technical Specifications and General / Special Terms & Conditions unless otherwise stated in the deviation statement.

- Bids must conform to the timelines stipulated in the Bid.
- The Technical Bid shall contain no commercial details/items/values.
- Prices in any form or by any reason before opening the Commercial Bid should not be revealed.
- The Bidder should confirm unconditional acceptance of full responsibility of providing services and facilities in accordance with the 'Schedule of Requirements' of this Bid.
- The Data Center offered should be state-of-art and the equipment/material to be supplied as under the Schedule of Requirements of this Bid should be new, unused and recently manufactured. The Data Center along with the required facilities/infrastructure/equipment/material should conform fully to the requirement and specifications as laid down in the Bid Document.

40.2. Commercial Rejection Criteria

- Incomplete Commercial Bid.
- Bids which do not conform to Bid's Commercial Bid format.
- Bids where prices are not firm during the entire duration of the contract and / or with any qualifications.
- Total lump sum price quoted by the Bidder is not inclusive of all statutory taxes and levies applicable.
- If there is an arithmetic discrepancy in the Commercial Bid calculations the Purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected. The following vital commercial conditions should be strictly complied with failing with the Bid will be rejected.

40.3. General Rejection Criteria

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

41. Information for Pre-Qualification

1	Name of the Bidder			
2	Mailing Address in India			
3	Telephone and Fax number			
4	E-mail address			
5	Name and designation of the person authorised to make commitments to the Unique Identification Authority of India (UIDAI)			
6	Year of establishment and constitution of organization			
SI No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
1	Audited Average Annual Turnover of the company in last three (3) years.	<i>Audited Annual Report of the company.</i>		
2	Audited Average Annual Revenue of the company in last three (3) years from the Activity related to Data Centre facilities/services excluding internet/ connectivity bandwidth services for the last 3 financial years.	<i>Audited Annual Report of the company. In case the Report does not reflect the Average of Data Centre facilities/ services, Bidder shall have to furnish a certificate from his auditors or by the Chief Executive Officer/ Managing Director but with necessary supporting documents from audited accounts.</i>		
3	Details for at least two (2) customers either from Industry/ Government/ State Government/ PSU/ Bank availing Data Center hosting and managed services for a period of at least six (6) months. i.e. from October 1, 2009 till March 31, 2010.	<i>customer certification or copies of the Work Order.</i>		
4	No. of years of proven experience in the areas of providing Data Centre facilities of similar nature.	<i>duly certified statement as in Point No.2 above, declaring/ confirming that Firm/ Company has been providing similar Data Center facilities.</i>		

5	Whether the Firm / Company has any valid ISO 27001 certification.	<i>copy of the certificate.</i>		
6	Whether the Firm/ Company has any other accreditation rating received from an internationally accredited third party rating / certification agency for the Data Centers at Bengaluru and also indicate alternate equivalent standards and practices being followed at these Data Centers.	<i>copy of the certificate.</i>		
7	Details on contiguous space of at least 2000 SqFt available with the Firm/ Company.	<i>Submit duly certified statement as in Point No. 2 above on availability of contiguous space of at least 2000 SqFt for the Purchaser</i>		
8	Details of proposed Data Center on terminations of at least two (2) telecom carriers with redundant path for fulfilling UIDAI WAN requirement.	<i>submit duly certified statement asin Point No.2 above declaring/ confirming on terminations.</i>		
9	Details confirming DCSP's current Tier III Level Data center space aggregating to atleast 20,000 sq. feet.	<i>submit duly certified statement as in Point No. 2, declaring/ confirming on terminations.</i>		

The Bidder should provide the following particulars along with relevant supporting documentation.

SECTION III - GENERAL CONDITIONS OF CONTRACT**TABLE OF CONTENTS**

1.	Definitions	3
2.	Interpretation	5
3.	Conditions Precedent	5
4.	Scope of the Contract	6
5.	Key Performance Measurements	6
6.	Commencement and progress	6
7.	Standards of Performance	7
8.	Sub – Contract	7
9.	DCSP’s obligations	8
10.	Contract administration	13
11.	Purchaser’s Right of Inspection and Periodic Audit	14
12.	Purchaser’s Obligations	14
13.	Payments	15
14.	Intellectual Property Rights	17
15.	Ownership and Retention of Documents	18
16.	Data and Hardware	18
17.	Indemnity	18
18.	Representations and Warranties	19
19.	Confidentiality	21
20.	Events of Default by the DCSP	22
21.	Consequences of Event of Default	23
22.	Stipulated Time Schedule	24
23.	Term and Extension of the Contract	24
24.	Termination	24

25.	Consequences of Termination	25
26.	Dispute Resolution	26
27.	Time is of the essence	27
28.	Conflict of interest	27
29.	Publicity	27
30.	Force Majeure	27
31.	General	28
32.	Application	29
33.	Performance Security	30
34.	Technical Assistance	30
35.	Currency of Payment	30
36.	Change Orders/Alteration/Variation	30
37.	Governing Language	33
38.	“No Claim” Certificate	33
39.	DCSP’s Personnel	34
40.	Project Manager and Facilities Manager	34
41.	Completion of Contract	34
42.	Responsibility of the Purchaser	34
43.	Insurance to be taken out by the DCSP	34
44.	Limitation of the DCSP’s Liability towards the Purchaser	35
45.	Payment Schedule	35
46.	Severance	36
47.	Firm Prices	36
48.	Suspension of Work	36
49.	Liquidated Damages	37

1. Definitions

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

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

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

XXI. “**The Contract Price/Value**” means the price payable to the DCSP under the Contract for the full and proper performance of its contractual obligations.

2. Interpretation

2.1 In this Contract unless a contrary intention is evident:

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

3. Conditions Precedent

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

Furnishing of an unconditional and irrevocable and continuing Contract Performance Bank Guarantee for the sum of Rs. _____/- (15% of the total contract value), in a form and manner acceptable to the Purchaser (**Refer Clause 36 of Section II and Clause 33**) which would remain valid until such time and be renewable as may be stipulated by the Purchaser.

- a. Execution of a Deed of Indemnity in terms of **Clause 17** of this Contract.
- b. Obtaining of all statutory and other approvals required for the performance of the Services under this Contract.
- c. Furnishing of such other documents, including definitive documents as the Purchaser may specify.
- d. Where the designated DCSP is a subsidiary of a company or a member of a group of companies or is a joint venture company or is special purpose vehicle (SPV) [formed to execute the obligations under this Contract] and

where the Purchaser may specify (on account of the DCSP's failure to fulfill all selection criteria specified in the Bid), the parent or flagship company/ majority shareholder of such DCSP having furnished an unconditional, irrevocable and continuing guarantee of an amount equivalent to Rs ___/- on behalf of the DCSP in a form and manner acceptable to the Purchaser which would remain valid until such time, beyond the term of the Contract, as may be stipulated by the Purchaser.

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

4. Scope of the Contract

- 4.1. Scope of the Contract shall be as defined in **Section V and Annexes 4.1.8** thereto of this Bid.
- 4.2. Purchaser has engaged the DCSP for “**Hiring of Data Center Space & Facilities for Unique Identification Authority of India (UIDAI) at Bengaluru**” which the Purchaser intends to perform all its business operations. The DCSP is required to provide such services, support and infrastructure as the Purchaser may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the Bid and this Contract and are deemed necessary by the Purchaser, in order to meet its business requirements (hereinafter 'Schedule of Requirements').

5. Key Performance Measurements

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

6. Commencement and progress

- 6.1. The DCSP shall subject to the fulfillment of the conditions precedent set out in **Clause 3** above, commence the performance of its obligations in a manner as specified in the Contract/ Schedule of Requirements & Service Specifications on the Effective Date.
- 6.2. The DCSP shall proceed to carry out the Services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.

- 6.3. The DCSP shall be responsible for and shall ensure that all Services are performed in accordance with the Contract/ Schedule of Requirements & Service Specifications and that the DCSP's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.

7. Standards of Performance

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

8. Sub – Contract

- 8.1. The DCSP will not in the ordinary course be permitted to appoint any delegate/subcontractor (Such lists should be declared within 15 days from the date of award of the contract). However, subject to the final discretion and prior written consent of the Purchaser the DCSP may seek the appointment of a delegate /sub-contractor for any specific task or the performance of any Service to enable execution of the Schedule of Requirements as stipulated under the Contract. Provided that such a delegate/subcontractor meets the technical and financial pre-qualifications prescribed by the Purchaser. The terms of the contracts proposed to be entered into with the sub-contractors shall require the prior written approval of the Purchaser and shall be in conformity with the terms of the Contract. Where the Purchaser deems necessary, it may refuse to consent to the delegation/sub-contacting of any process or function.
- 8.2. The DCSP shall immediately upon execution of the contract(s) to be entered into with such delegate/sub-contractor provide a copy of the same to the Purchaser and shall not review, amend, modify or terminate the terms of such contracts without the prior written consent of the Purchaser.
- 8.3. Prior to executing any contract or entering into any Contract or understanding with a delegate/sub-contractor, the DCSP shall ensure that each delegate/sub-contractor appointed by the DCSP executes a Deed of Adherence and a performance Undertaking. A copy of the detailed agreement with prices blanked shall be submitted to the Purchaser within 15 days from the date of signing the Contract.
- 8.4. The DCSP shall ensure that the delegate/subcontractor appointed is competent and professional and possess the requisite qualifications and experience appropriate to the tasks they will perform under this Contract.
- 8.5. Any change in the Sub-contractor(s) after the arrangement is firmed up, will be made by Contractor only with the prior written approval of the Purchaser which approval shall not be unreasonably withheld and only from amongst those sub-contractor(s) as proposed by the Contractor in his Bid and as are found technically acceptable.

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

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

9. DCSP's obligations

- 9.1. The DCSP would be required to own, develop, maintain and manage the requisite Data Center facilities to enable the UIDAI to meet the operational requirements. It will be the

DCSP's responsibility to ensure compliance to the requirements of the Data Center and continued operation of the Data Center in accordance with and in strict adherence to the terms of his Bid, the Bid and this Contract.

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

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

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

9.4. DCSP's Representative

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

9.5. Access Rights to the Data Center

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

9.6. Installation/Relocation

- a. Prior to taking up installation of any major component of work at the Data Center that is likely to have an impact on the services offered to the Purchaser; the DCSP shall submit to Purchaser his proposed procedures and obtain Purchaser's approval in writing. If no response is provided by the Purchaser to the DCSP within 10 working days after receipt by the Purchaser, then the proposed procedure shall be deemed to be approved by the Purchaser.

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

9.7. Reporting Progress

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

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

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

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

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

9.8. Knowledge of site conditions

The DCSP’s undertaking of this Contract shall be deemed to mean that the DCSP possesses the knowledge of all data center related requirements for Bangalore as stipulated in the Bid Document including but not limited to environmental, demographic and physical conditions and all criteria required to meet the design of the data centers.

The DCSP shall be deemed to have understood the requirements and have satisfied himself with the data contained in the Bidding Documents, the quantities and nature of

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

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

9.9. Programme of Work

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

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

9.10. DCSP'S Organisation

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

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

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

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

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

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

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

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

9.11. Adherence to safety procedures, rules regulations and restriction

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

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

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

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

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

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

9.12. Statutory Requirements

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

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

10. Contract administration

- 10.1. Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:
- a. exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and
 - b. bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- 10.2. The DCSP along with the members of Sub-Contractors/third parties shall be bound by all undertakings and representations made by the authorized representative of the DCSP and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
- 10.3. For the purpose of execution or performance of the obligations under this Contract, the Purchaser's representative would act as an interface with the nominated representative of the DCSP. The DCSP shall comply with any instructions that are given by the

Purchaser’s representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Bid.

10.4. Contract Period/ Extension

Space (Sq. ft)	Description	Period (months)	Tenure (months)	
			From	To
2000	Contract start date		T	
	Rent Free Period	2	T	T+2
	Initial Contract Period	14	T	T+14
	1 st extension, if any	6	T+14	T+20
	2 nd extension, if any	6	T+20	T+26
	3 rd extension, if any	6	T+26	T+32

T = LOI Issue Date

11. Purchaser’s Right of Inspection and Periodic Audit

11.1. The Purchaser reserves the right to inspect and monitor/assess the progress/performance/maintenance of the project/Data Center at any time during the course of the Contract, after providing due notice to the DCSP. The Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.

11.2. The Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the DCSP of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the DCSP undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all Documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the DCSP failing which the Purchaser may, without prejudice to any other rights that it may have issue a notice of default.

12. Purchaser’s Obligations

12.1. The Purchaser’s Representative shall interface with the DCSP, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.

12.2. Purchaser shall ensure that timely approval is provided to the DCSP, where deemed necessary, which should include physical data center diagram/plans and all specifications related to equipment/material required to be provided as part of the Schedule of Requirements.

12.3. The Purchaser shall approve all such documents as per **Clause 12.2**

13. Payments

13.1. Purchaser shall make payments to the DCSP at the times and in the manner set out in the Payment schedule as specified later in this document (Refer to **Clause 45**) to this Contract subject always to the fulfillment by the DCSP of the obligations herein.

13.2. No invoice for extra work/change order on account of change order will be Submitted by the DCSP unless the said extra work /change order has been authorized/approved by the Purchaser in writing in accordance with Clause on Change order.

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

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

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

13.3. In the event of Purchaser noticing at any time that any amount has been disbursed wrongly to the DCSP or any other amount is due from the DCSP to the Purchaser, the Purchaser may without prejudice to its rights to recover such amounts by other means after notifying the DCSP or deduct such amount from any payment falling due to the DCSP. The details of such recovery if any, will be intimated to the DCSP. The DCSP shall receive the payment of undisputed amount under Subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Purchaser or the DCSP.

13.4. The Purchaser shall not be responsible/ obligated for making any payments or any other related obligations under this Contract to the DCSP's sub-contractor/vendors. The DCSP shall be fully liable and responsible for meeting all such obligations and all payments to be made to its sub-contractors/vendors and any other third party engaged by the DCSP in any way connected with the discharge of the DCSP's obligation under the Contract and in any manner whatsoever.

13.5. All payments agreed to be made by Purchaser to the DCSP in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance and up gradation of systems, if any and Purchaser shall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services.

13.6. Purchaser shall make all payments under this Contract, as set out in the Payment clause to the DCSP and shall not be liable to make any payments to any other party including but not limited to the DCSP's Team.

13.7. Deductions

All payments to the DCSP shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, the DCSP is liable, the same shall be deducted by Purchaser from any dues to the DCSP. All payments to the DCSP shall be made after making necessary deductions as per terms of the Contract,

including recovery of mobilization advance, if any, and recoveries towards facilities, if any, provided by the Purchaser to the DCSP on chargeable basis.

13.8. Duties and Taxes and Statutory levies

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

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

The DCSP agrees that he and his sub-contractors(s) shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.

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

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

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

Note: It is clarified that Corporate Tax Act, wherever mentioned in the Contract refer to Indian Income Tax Act.

14. Intellectual Property Rights

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

14.4. Information Security

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

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

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

access to perform the services required by this agreement. DCSP shall use such information only for the purpose of performing the said services.

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

14.5. Records of Contract Documents

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

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

15. Ownership and Retention of Documents

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

16. Data and Hardware

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

17. Indemnity

- 17.1. The DCSP shall execute and furnish to the Purchaser, a Deed of Indemnity in favour of the Purchaser in a form and manner acceptable to the Purchaser, indemnifying the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
 - a. any negligence or wrongful act or omission by the DCSP or the DCSP's Team or any sub-contractor/ third party in connection with or incidental to this Contract; or
 - b. any breach of any of the terms of the DCSP's Bid as agreed, the Bid and this Contract by the DCSP, the DCSP's Team or any sub-contractor/ third party.

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

18. Representations and Warranties

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

- (a) That the selected DCSP is a company which has the requisite experience in providing services related to Data Center facilities, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully commission, maintain and manage the required data center facility and to enter into this Contract and provide the Services sought by the Purchaser, for the purposes of this Contract.
- (b) That the DCSP is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the delivery of Services of this Contract.
- (c) That the representations made by the DCSP in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Bid and unless the Purchaser specifies to the contrary, the DCSP shall be bound by all the terms of the Bid.
- (d) That the DCSP has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the Schedule of Requirements stipulated in the Bid and this Contract.
- (e) That the DCSP shall ensure that all assets including but not limited to equipment, licenses, etc. developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.
- (f) That the DCSP shall indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits. The DCSP shall also indemnify the Purchaser against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Software and related services or any part thereof.
- (g) That the DCSP shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Bid or this Contract. The DCSP shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- (h) That during the term of this contract, the DCSP shall procure insurance policies for all its present and future property and assets that are developed, procured and created for fulfillment of obligations under this Contract with financially

sound and reputable insurers to the satisfaction of the Purchaser and shall pay all premia in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable. The DCSP shall also furnish to the Purchaser a certificate evidencing such insurance, risks covered, names of beneficiaries, expiration dates, names of insurers and all other features of the insurance policy, both original and renewed and shall keep the same alive during the term of this Contract

- (i) That the DCSP shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.
- (j) That all the representations and warranties as have been made by the DCSP with respect to its Bid, Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
- (k) That the execution of the Services and the Schedule of Requirements herein is and shall be in accordance and in compliance with all applicable laws.
- (l) That it has not been initiated nor is it pending nor are there threatened any legal proceedings against any DCSP or any sub contractor/third party or its Team which adversely affect/may affect performance under this Contract.
- (m) That the DCSP has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorise the execution, delivery and performance by it of the Contract.
- (n) That all conditions precedent under the Contract have been satisfied.
- (o) That neither the execution and delivery by the DCSP of the Contract nor the DCSP's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the DCSP, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the DCSP is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the DCSP.
- (p) That the DCSP certifies that all registrations, recordings, filings and notarisations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the DCSP which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- (q) That the DCSP confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.
- (r) That the DCSP owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the DCSP on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear

of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.

- (s) That the DCSP owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the DCSP does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the DCSP or which the DCSP is licensed to use, which are material in the context of the DCSP's business and operations are being infringed nor, so far as the DCSP is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the DCSP by any person. All Intellectual Property Rights (owned by the DCSP or which the DCSP is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto.

19. Confidentiality

- 19.1. The DCSP shall not use Confidential Information, the name or the logo of the Purchaser except for the purposes of providing the Services as specified under this Contract;
- 19.2. The DCSP may only disclose Confidential Information in the following circumstances:
- i. with the prior written consent of the Purchaser;
 - ii. to a member of the DCSP's Team ("Authorised Person") if:
 - A. the Authorised Person needs the Confidential Information for the performance of obligations under this contract; and
 - B. the Authorised Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.
- 19.3. The DCSP shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the members of the, subcontractors and other service provider's team members to the satisfaction of the Purchaser.
- 19.4. The DCSP shall notify the Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Purchaser.
- 19.5. The DCSP shall be liable to fully recompense the Purchaser for any loss of revenue arising from breach of confidentiality. The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the DCSP in relation to a dispute arising out of breach of obligation by the DCSP under this clause.

20. Events of Default by the DCSP

20.1. The failure on the part of the DCSP to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the DCSP. The events of default as mentioned above may include inter-alia the following:

- a. the DCSP has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the Schedule of Requirements under the Contract, or
- b. the DCSP has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measurements/ Contract, or if the DCSP has fallen short of matching such standards/targets as the Purchaser may have designated with respect to any task necessary for the execution of the Schedule of Requirements under this Contract. The above mentioned failure on the part of the DCSP may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the Purchaser;
- c. the DCSP has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of the DCSP to comply with any stipulations or standards as laid down by the Purchaser; or
- d. the DCSP/DCSP's Team has failed to conform with any of the Service/Facility Specifications/standards as set out in the Schedule of Requirements of this Bid document or has failed to adhere to any amended direction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the Schedule of Requirements under this Contract
- e. the DCSP has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Bid and this Contract
- f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the DCSP.
- g. The DCSP/DCSP's Team has failed to comply with or is in breach or contravention of any applicable laws.

20.2. Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the DCSP, setting out specific defaults / deviances / omissions and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.

20.3. Where despite the issuance of a default notice to the DCSP by the Purchaser the DCSP fails to remedy the default to the satisfaction of the DCSP, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser.

21. Consequences of Event of Default

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

21.1. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of Services and the project which the DCSP shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the DCSP hereunder. The DCSP shall in addition take all available steps to minimize loss resulting from such event of default.

21.2. The Purchaser may, by a written notice of suspension to the DCSP, suspend all payments to the DCSP under the Contract, provided that such notice of suspension:

- (i) shall specify the nature of the failure; and
- (ii) shall request the DCSP to remedy such failure within a specified period from the date of receipt of such notice of suspension by the DCSP

21.3. Where the Purchaser deems necessary, it shall have the right to require replacement of any of the DCSP's sub-contractors / vendors with another suitable member. The DCSP shall in such case terminate forthwith all their agreements/contracts other arrangements with such member and find of the suitable replacement for such outgoing member with another member to the satisfaction of the Purchaser, who shall execute such Contracts with the Purchaser as the Purchaser may require. Failure on the part of the DCSP to find a suitable replacement and/or terminate all agreements/contracts with such member, shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the DCSP all losses/ or other damages that may have resulted from such failure.

21.4. Terminate the Contract.

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

22. Stipulated Time Schedule

22.1. The key milestone dates (“critical dates”)* as anticipated by the Purchaser are

Activity	Timelines in days
Commencement of activities for Data Center facilities	T+5
Supply and Installation of racks in Communications Room	T+7
Preparation and handing over of secure storage space (store room)	T+10
Installation and Commissioning of Office Space	T+15
Installation Testing and Commissioning of ISP connection	T+25
Supply and Commissioning of Racks, Trays, Structured Cabling, Cage and Access control for Data Center	T+30

*T = Date of issue of Letter of Intent/ Purchase Order

* May be amended by the Purchaser from time to time

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

23. Term and Extension of the Contract

23.1. The term of this Contract shall be initially for a period of one (1) year from the date of the Commissioning of Data Center (that is, after the end of the rent free period), according to the Stipulated Time Schedules specified in **Clause 22**. Thereafter the contract may be extended by the UIDAI on six monthly basis.

23.2. The Purchaser shall reserve the sole right to grant any extension to the term abovementioned and shall notify in writing to the DCSP, at least 3 months before the expiration of the Term hereof, whether it will grant the DCSP an extension of the Term. The decision to grant or refuse the extension shall be at the Purchaser’s discretion

23.3. Where the Purchaser is of the view that no further extension of the term be granted to the DCSP, the Purchaser shall notify the DCSP of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, the DCSP shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Purchaser shall either appoint an alternative agency/ service provider or create its own infrastructure to operate such Services as are provided under this Contract.

24. Termination

24.1. The Purchaser may, terminate this Contract in whole or in part by giving the DCSP a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- (a) Where the Purchaser is of the opinion that there has been such Event of Default on the part of the DCSP which would make it proper and necessary to terminate this Contract and may include failure on the part of the DCSP to respect any of its commitments with regard to any part of its obligations under its Bid, the Bid or under this Contract.
- (b) Where it comes to the Purchaser's attention that the DCSP (or the DCSP's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the DCSP's Bid, the Bid or this Contract
- (c) Where the DCSP's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the DCSP, any failure by the DCSP to pay any of its dues to its creditors, the institution of any winding up proceedings against the DCSP or the happening of any such events that are adverse to the commercial viability of the DCSP. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency/service provider, and to ensure business continuity.
- (d) **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the DCSP, without compensation to the DCSP, if the DCSP becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- (e) **Termination for Convenience:** The Purchaser, may, by prior written notice sent to the DCSP at least 6 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

25. Consequences of Termination

- 25.1. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated Term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the DCSP shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/ or the successor agency/ service provider, as may be required, to takeover the obligations of the DCSP in relation to the execution/continued execution of the requirements of this Contract.
- 25.2. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the DCSP or due to the fact that the survival of the DCSP as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser, through unilateral re-determination of the consideration payable to the DCSP, shall pay the DCSP for that part of the Services which have been

authorized by the Purchaser and satisfactorily performed by the DCSP up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the DCSP as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the DCSP. In case of any loss or damage due to default on the part of the DCSP in performing any of its obligations with regard to executing the Schedule of Requirements under this Contract, the DCSP shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the subcontractor / other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the DCSP as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of the DCSP's Bid, the Bid and this Contract.

- 25.3. Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law.
- 25.4. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

26. Dispute Resolution

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

26.7. Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

27. Time is of the essence

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

28. Conflict of interest

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

29. Publicity

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

30. Force Majeure

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

obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

31. General

31.1. Relationship between the Parties

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

31.2. No Assignment

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

31.3. Survival

The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the DCSP of its release from those obligations.

31.4. Entire Contract

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

31.5. Governing Law

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

31.6. Jurisdiction of Courts

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

31.7. Compliance with Laws

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

31.8. Notices

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

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

To Purchaser at:

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

To DCSP at:

Attn:
[Phone:]
[Fax:]

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

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

31.9. Waiver

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

31.10. Modification

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

32. Application

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

33. Performance Security

- 33.1. Within 15 days after the receipt of notification of award of the Contract from the Purchaser, the successful Bidder shall furnish Performance Security to the Purchaser, which shall be equal to **15%** of the value of the Contract and shall be in the form of a Bank Guarantee Bond from a Nationalised/ Scheduled Bank in the Proforma given at **Appendix B of Section VI**.

34. Technical Assistance

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

35. Currency of Payment

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

36. Change Orders/Alteration/Variation

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

36.1. Change Order

- a) The change order will be initiated only in case (i) the Purchaser directs in writing the DCSP to include any addition to the Scheduled Requirements covered under this Contract or delete any part of the Schedule Requirements under the Contract, (ii) DCSP requests to delete any part of the work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by the Purchaser and for which cost and

time benefits shall be passed on to the Purchaser, (iii) the Purchaser directs in writing the DCSP to incorporate changes or additions to the Design Criteria requirements already covered in the Contract.

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

36.2. Procedures for Change Order

- a) During detailed Engineering and subsequently, if the DCSP observes that any new requirement which other than that required for meeting the design criteria is not specific or intended by the Contract has been stipulated by the Purchaser, while approving the specifications, calculations, purchase requisitions, other documents etc. he would verbally discuss the matter with Purchaser’s Representative.
- b) In case such requirement arises from the side of the DCSP, he would also verbally discuss the matter with Purchaser’s Representative giving reasons thereof.

- c) In either of the two cases as explained in **Clause 36.2 (a) and (b)** above, the representatives of both the parties will discuss on the new requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not.
- d) If it is mutually agreed that such Requirement constitutes a “Change Order” then a joint memorandum will be prepared and signed by the DCSP and Purchaser to confirm a “Change Order” and basic ideas of necessary agreed arrangement.
- e) DCSP will study the work required in accordance with the joint memorandum under **Clause 36.2. (d)** and assess Subsequent schedule and cost effect, if any.
- f) Upon completion of the study referred to above under **Clause 36.2. (e)**, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Purchaser to enable the Purchaser to give a final decision whether DCSP should proceed with the change order or not in the best interest of the works.

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

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

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

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

The DCSP shall submit necessary back up documents for the change order showing the break-up of the various elements (e.g. Data Center Space facilities provisioning, Engineering, Procurement, Development, Installation, etc.) constituting the change order for the Purchaser’s review. If no agreement is reached between the Purchaser and DCSP within 60 days after Purchaser’s instruction in writing to carry out the change concerning the

increase or decrease in the Contract price and all other matters described above, either party may refer the dispute to arbitration.

36.3. Change of Size/Quantities

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

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

36.4. Conditions for extra work/change order

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

37. Governing Language

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

38. "No Claim" Certificate

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

forms as shall be required by the Purchaser after the services provided under the Contract are finally accepted.

39. DCSP's Personnel

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

40. Project Manager and Facilities Manager

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

41. Completion of Contract

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

42. Responsibility of the Purchaser

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

43. Insurance to be taken out by the DCSP

- 43.1. The DCSP
 - i. shall take out and maintain at its own cost, on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverages, as specified below;

- a. at the Purchaser’s request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
 - b. Employer's liability and workers' compensation insurance in respect of the Personnel of the Firm/Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- 43.2. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the DCSP’s property used in the performance of the Services, and (iii) any documents prepared by the DCSP in the performance of the Services.

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

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

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

45. Payment Schedule

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

Payment Head	Payment Terms (Quarter - 3 months)		
	Q1	Q2 to Q4	Q5 onwards
Fixed Recurring Cost [A*] + One Time Fixed Cost [B*]	40% of year 1 of the contract	20% year 1 of the contract	50% of the Extended Contract Value for each quarter there after
Power [C*]+ Bandwidth [C*] + Managed Services [E*]	Monthly on actuals, as mentioned in Annexe 4.2.3 Section IV		

*For A, B, C and E refer to **Annexe 4.2.3 Section IV** of the Commercial Bid

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

46. Severance

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

47. Firm Prices

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

48. Suspension of Work

- 48.1. The DCSP shall, if ordered in writing by the Purchaser’s Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The DCSP shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the DCSP, if request for same is made and that the suspension was not consequent to any default or failure on the part of the DCSP. In case the suspension of works, is not consequent to any default or failure on the part of the DCSP, and lasts for a period of more than 2 months, the DCSP shall have the option to request the Purchaser to terminate the Contract with mutual consent.
- 48.2. In the event that the Purchaser suspends the progress of work for any reason not attributable to the DCSP for a period in excess of 30 days in aggregate, rendering the DCSP to extend his performance guarantee then Purchaser shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the DCSP producing the requisite evidence from the bank concerned.

49. Liquidated Damages

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

SECTION IV - CONTENTS OF BIDS**TABLE OF CONTENTS**

Annexe 4.1.1: TECHNICAL BID.....	2
Annexe 4.1.2: TECHNICAL BID LETTER	3
Annexe 4.1.3: BIDDER PROFILE	5
Annexe 4.1.4: PROFILE OF KEY PERSONNEL	6
Annexe 4.1.5: PROJECT PLAN FOR DELIVERABLES.....	8
Annexe 4.1.6: ESCALATION MATRIX.....	9
Annexe 4.1.7: LIST OF DOCUMENTS TO BE SUBMITTED BY DCSP	10
Annexe 4.1.8: RESPONSE SHEET	11
Annexe 4.1.9: DETAILS OF LITIGATION (S).....	19
Annexe 4.1.10: STATEMENT OF DEVIATIONS FROM GENERAL TERMS & CONDITIONS	20
Annexe 4.1.11: STATEMENT OF DEVIATIONS FROM SCHEDULE REQUIREMENTS	21
Annexe 4.2.1: COMMERCIAL BID.....	22
Annexe 4.2.2: COMMERCIAL BID LETTER	23
Annexe 4.2.3: DETAILED COST SHEET	25

Annexe 4.1.1: TECHNICAL BID

Bid Particulars for Bid No. - D – 11018/22/10/Addendum A – UIDAI/ IT

1	Name of the Bidder	
2	Address of the Bidder	
3	Bidder's bid number and date	
4	Name of the person to whom all references shall be made regarding this bid	
5	Designation of the person to whom all references shall be made regarding this bid	
6	Address of the person to whom all references shall be made regarding this bid	
7	Telephone No. (with STD Code)	
8	E-Mail of the contact person:	
9	Fax No. (with STD Code)	

Witness:

Signature -----

Name -----

Address -----

Date -----

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

Annexe 4.1.2: TECHNICAL BID LETTER

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

Sir,

Sub: “Hiring of Data Center Space & Facilities for Unique Identification Authority of India (UIDAI) at Bengaluru”.

Ref: Bid No. - D – 11018/22/10/Addendum A – UIDAI/ IT

1. We, the undersigned Bidder/s, having read and examined in detail all the bidding documents in respect to **Hiring of Data Center Space & Facilities for Unique Identification Authority of India (UIDAI) at Bengaluru** do hereby propose to provide the services specified in the bid document.
2. **BID SECURITY**
We have enclosed a bid security in the proforma as per the bid security form in the form of a bank guarantee for a sum of _____. This bid security is liable to be forfeited in accordance with the provisions of bid documents.
3. **DEVIATIONS**
We declare that all the services shall be performed strictly in accordance with the bid documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary any where else in our bid:
 - a. Statement of Deviations from General Terms and Conditions of the contract (**Annexure 4.1.10**)
 - b. Statement of Deviations from Schedule of Requirements (**Annexure 4.1.11**)Further we agree that additional conditions, if any, found in the bid documents, other than those stated in deviation schedule, shall not be given effect to.
4. **QUALIFYING DATA**
We confirm having submitted the information as required by you in your Instruction to Bidders. This is enclosed in **Annexe 4.1.1 to Annexe 4.1.11 Section IV**. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.
5. **CONTRACT PERFORMANCE SECURITY**
We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed at **Appendix B of Section VI** as specified in **Clause 33 of Section III**.
6. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
7. We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

Thanking you,

Yours faithfully,

Seal.
Date:
Place:

(Signature of the Bidder)
Printed Name:
Designation:

Business Address:

Witness:

Signature -----

Name -----

Address -----

Date -----

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

Annexe 4.1.3: BIDDER PROFILE

1	Name of the Company	
2	Year Established	
4	Address of Office	
5	Telephone No. with STD Code Fax No. E-mail Address	
6	Name & details of the CEO with his professional qualification and experience	
7	Sectors' in which the company has provided / been providing Data Centre facilities e.g. information technology, telecom, bank etc.	(i) (ii) (iii) (iv)
8	No. of full time personnel currently under employment with reference to Data Centre design, implementation & maintenance	(i) (ii) (iii)
9	Name of the affiliated Firms	(i) (ii)
10	No. of years of Proven experience in the areas of providing Data Centre facilities of similar nature	
16	Any accreditation / certification / rating from an internationally reputed third party agency	

As of this date the information furnished in all parts of this form is accurate and true to the best of my knowledge.

Witness:

Signature -----

Name -----

Address -----

Date -----

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

Annexe 4.1.4: PROFILE OF KEY PERSONNEL

The Bidder is required to provide the profiles of key personnel who are proposed to be deployed for UID Project. The DCSP should have conducted background check of the proposed personnel prior to assigning them on the UID project.

1. Project Manager
2. Facility Manager(s)
3. Personnel for Managed Services
(For coordinating during equipment delivery till commissioning and subsequent ongoing upkeep of facilities. Thereafter for providing Managed Services)

CVs of the Project Manager, Facility Manager(s) and other personnel have to be submitted in the below format:-

Proposed position on the team:	
Proposed Data Centre location:	
Name of the Company:	
Name of Staff:	
Profession:	
Date of Birth:	
Years with company:	
Proficiency in English/Hindi Language:	
Detailed Tasks Assigned: < The tasks would be those which can be attributed to the proposed position in the team, in bullets> (In not more than 5 lines)	
Key Qualifications (experience): Please note that the experience in implementation and maintenance of Data Centre facilities will be given special weight age	
<i>< Please use one page per project with focus on the staff member's contribution to the project. Please limit this to a maximum of 5 (five) projects/ assignments. ></i>	
Name of Assignment:	
Location:	Dates: <MMYY to MMYY>

Name of Client:					
Degree of responsibility:					
Contribution to the project:					
Education: <i>Names of the institutes with dates and degrees obtained (Use one-quarter of a page)</i>					
Name of institute with address		Dates		Degree obtained	
Specialized/management/professional education					
Name of Institute with address		Dates		Name of program	
Employment record: Start with present position List in reverse order every employment held during the last 10 years. List all positions held by the individuals giving dates, names of employing organizations, titles of position held, and locations of assignments. <i>(Three quarters of a page.)</i>					
Name of employing organizations	Dates	Titles of position held	Locations of assignments	Types of activities per-formed [in bullets]	Client reference s
Certification: I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experience, and me.					
Signature of Key Staff			Signature of Authorized Representative of the Company:		
Full name of Key Staff:					
Full name of authorized representative:					

Annexe 4.1.5: PROJECT PLAN FOR DELIVERABLES

Bidder should cover details of the methodology proposed to be adopted for providing services relating to Hiring, Maintaining and Managing of Data Centre space at Bangalore.

Activity-wise Timelines		
Project Plan		
Sl.	Activity	Duration in days
1	Layout Design indicating the location of server racks and network racks	
2	Revision of design incorporating UID inputs	
3	Procurement of Racks	
4	Delivery and installation of Racks	
5	Installation of PDU and Sockets under floor / above rack	
6	Installation of power sockets in the Racks	
7	Installation of Cage	
8	Installation of Access control for Cage	
9	Procurement of data Cables	
10	Delivery of data cables and trays	
11	Installation of cable trays	
12	Laying and termination of data cables From communication room to DC	
13	Laying of cables with the DC between racks as per design submitted by UID	
14	Commissioning of DC	
15	Demarking and allotting space for stores	
16	Preparation of Office space	
17	Providing tables and chairs	
18	Installation of power and LAN sockets	
19	Commissioning of power and LAN sockets	
20	Installation and commissioning of telephones.	
21	Procurement and installation of Fire rated file cabinet	
22	Installation and commissioning of access control and CCTV for vault room.	
23	ITC of Bandwidth from two (2) service providers	
<p>Note 1. The above activity chart and timelines are just for the purpose of illustration. Bidders are requested to provide detailed activity & phase wise timelines for executing the project with details of deliverables & milestones.</p> <p>Note 2. Please attach the deliverables for each of the Service required under Managed Services.</p>		
<p>Suggested Activity and Phase wise Methodology:</p>		

Witness:

Signature -----
 Name -----
 Address -----
 Date -----

Bidder:

Signature -----
 Name -----
 Designation -----
 Company -----
 Date -----

Annexe 4.1.6: ESCALATION MATRIX

DCSP to indicate the names (Mention clearly incase the same person/s / team/s are responsible for projects and operations.)

	Severity	Time	Responsibility	Contact Details
	Escalation Matrix during initial Project Phase for (i) Data Center (ii) Managed Services	Level 1	Immediate	Site Engineer
Level 2		After 2 Hrs.	Project Manager	Name: Office No.: Mobile No.: Email id.:
Level 3		After 4 Hrs.	Senior Manager	Name: Office No.: Mobile No.: Email id.:
Level 4		After 6 Hrs.	Head of the DC Infrastructure/ Head of Managed Services	Name: Office No.: Mobile No.: Email id.:
Level 5		After 8 Hrs.	Executive Management Name	Name: Office No.: Mobile No.: Email id.:
Level 6		After 10 Hrs.	Country Head Name	Name: Office No.: Mobile No.: Email id.:
	Severity	Time	Responsibility	
Escalation Matrix for (i)Data Center – Facilities & Office Space Administration (ii) Managed Services	Level 1	Immediate	Facility Engineer / Admin. Executive/ Engineer – Managed Services	Name: Office No.: Mobile No.: Email id.:
	Level 2	After 2 Hrs.	Facility Manager/ Engagement Manager for Managed Services	Name: Office No.: Mobile No.: Email id.:
	Level 3	After 4 Hrs.	Senior Facility Manager/ Operations Incharge – Managed Services	Name: Office No.: Mobile No.: Email id.:
	Level 4	After 6 Hrs.	Head of that DC Infrastructure/ Head of Managed Services	Name: Office No.: Mobile No.: Email id.:
	Level 5	After 8 Hrs.	Executive Management	Name: Office No.: Mobile No.: Email id.:
	Level 6	After 10 Hrs.	Country Head Name, Office No., Mobile No. and email id.	Name: Office No.: Mobile No.: Email id.:

- DCSP to submit similar escalation matrix for Managed Services.
- DCSP to submit the details of Onsite Help-desk.

Annexe 4.1.7: LIST OF DOCUMENTS TO BE SUBMITTED BY DCSP

1. **Building Ownership:** Registration Certificate or Lease Agreement as applicable.
2. **Building Insurance:** Copy of Insurance document
3. **Building Structure:** Seismic Compliance of the building
4. **Building Design:**
 - a. Compliance Certificate for floor strength
 - b. Certificate of compliance from fire department
 - c. Certificate indicating completion of termite treatment and pest control
 - d. Layout drawing indicating the overall campus
 - e. Layout drawing indicating the data center location, DG sets, UG Tank etc.
 - f. Explosive License copy for UG storage tank
5. **Interior Design**
 - a. Fire Rating Certificate for Doors in Data Center
 - b. Fire Rating Certificate for Glass used in Data Center
 - c. Floor Loading Certificate for False Floor
 - d. Fire Rating Certificate for paints used.
 - e. Interior layout indicating the data center, communications room (indicate fibre route and separate entry points of fibre), store room, unloading area, staging and other facilities.
 - f. Data center layout indicating the vacant space intended to be allotted to UID
6. **Electrical System**
 - a. Clearance Certificate from Electrical Inspector.
 - b. SLA with Fuel supplier.
 - c. Single Line Diagram of the whole electrical scheme
 - d. Single Line Diagram from UPS and down stream indicating the redundancy
7. **Other Services**
 - a. Layout indicating fire-escape routes and fire suppression approach.
 - b. Schematic diagram of air conditioning, WLDS, aspiration, CCTV, Access control, PA, Rodent repellent systems, fire detection and suppression system.
8. **Operations**
 - a. Security operation process and procedures.
 - b. Material movement policy
 - c. Preventive Maintenance Schedule and Process
 - d. Breakdown / Emergency process
 - e. Fire evacuation procedure.
 - f. Process and procedure for fire suppression system.
 - g. Access issuance, governing and re-certification policy.
 - h. SOP & ESOP of all critical equipments.
 - i. Uptime reports of all equipments.
9. **Miscellaneous**
 - a. Municipal receipts of all taxes paid
 - b. NOC for deploying CISF at the premises.
 - c. Certificate of fire management system

Annexe 4.1.8: RESPONSE SHEET

Sl.	Check Points	Complied Yes/No	Detailed Answers and Remarks
A	<i>Architectural and Structural</i>		
1	Location		
2	No. of storey's in the Building		
3	Age of the Building		
4	Total Building area in Sqft		
5	Raised floor (Data Center) Area in Sqft		
6	Is the building owned by the Service Provider?		
7	Is the data center space owned by the Service Provider?		
8	Is the building leased? If so for how many years?		
9	Is the building insured?		
10	What are the setback distances to neighboring structures?		
11	Is the site surrounded by perimeter fencing?		
12	Is there adequate space for emergency vehicles, fire bids to access the building in case of emergencies?		
13	Are there proper fire exits provided as per the statutory guidelines?		
14	What is then distance to nearest airport and flight path?		
15	What is the distance to nearest highway?		
16	What is the distance to nearest railway station and line?		
17	Is the building subjected to any potential flooding risk, especially to basement plant rooms?		
18	Is the data centre subjected to any potential flooding risk?		
19	Is the building situated on high ground?		
20	What is the earthquake zone of the building location?		
21	Is the building designed for earthquake?		
22	Is the Data Center building stand-alone or is it shared?		
23	Is the building protected from Lightening		
24	Is the building protected from EMI & RFI		
25	Are there any potentially hazardous facilities, operation, business or natural occurrence, such as petrochemical processing, prisons, toxic waste sites, gas pipeline, etc. If so, What is the distance?		
26	Does the building have a unloading dock?		
27	Structural floor load designed (kg/sqm)		
28	Construction type (e.g. Beam-Column, Flat Slab etc.)		
29	Height from true floor to underside of beam		
30	Height from true floor to underside of slab		
31	Are there any windows in the data centre?		
32	Are there any water seepage in the data center from the time of commissioning		
33	Is there any vapor barrier (membrane) built in to the wall to prevent moisture migration?		

Sl.	Check Points	Complied Yes/No	Detailed Answers and Remarks
34	Is there any major electrical equipment directly above or below the data center space?		
35	Are there any hazardous materials located on site or in the building (i.e. soil contamination, asbestos, etc.)?		
36	Is there any false ceiling? (describe type)		
37	Height of the raised floor from the true floor (mm)		
38	Clear height between raised floor and ceiling / false ceiling		
39	Load bearing capacity of raised floor (kg/sqm)		
40	What is the type of raised floor installed?		
41	What is total available space currently in Data Center?		
42	Can cage be provided to separate from other clients?		
43	Is the building treated for pest control?		
42	Is the Data center treated for pest control		
43	Are rodent repellents installed in the DC?		
44	What is the make of the rodent repellents?		
B	Electrical Systems		
1	No. of incomers from the power supply company?		
2	Are they from single or different sub-stations?		
3	Capacity of each incomer		
4	Redundancy of incomers		
5	Are the cables laid in two different routes from outside into the building, and within the building?		
6	How many transformers are installed?		
7	What is the designed redundancy of transformers? (N, N+1...)		
8	What is the capacity of the Transformer?		
9	What is the type of Transformer?		
10	What is the location of the transformer?		
11	Is there space for expansion?		
12	No. of DG sets installed.		
13	DG installed Capacity (kVA)		
14	Fuel tank capacity (litres, & running hours at full load)		
15	Location of generator		
16	Is the generator shared with other clients in the building or dedicated?		
17	What is the current load on the emergency generators?		
18	What is the designed redundancy of generators (N, N+1....)		
19	Is there space for adding generator in case it is required?		
20	What is the redundancy of fuel pump/fuel pipe?		
21	Are there any SLA signed with fuel refill company?		
22	How many LT panels are installed?		
23	Location of LT panels (if more than one, are they at separate locations?)		
24	Are there spare breakers in main LT panel to serve our space?		
25	What is make of UPS employed?		

Sl.	Check Points	Complied Yes/No	Detailed Answers and Remarks
26	What is the UPS Capacity?		
27	UPS Redundancy (N+1, N+N.....)		
28	Location of UPS. Are they in single room?		
29	No. of UPS installed.		
30	UPS Battery Make		
31	Battery Type (eg. VRLA, SMF)		
32	What is the battery backup duration in full load?		
33	What is the type of earthing provided for UPS neutral? (Cu,GI)		
34	Is the UPS system dedicated to UID space(s) or shared with other clients?		
35	Are there any single point of failure?		
36	Is any isolation transformer installed?		
37	Indicate the power flow from the Isolation transformer		
38	Total power required for the data centre		
39	What is the size of the standard server rack?		
40	What is the type of rack?		
41	What is the make of the server rack?		
42	What is the designed power provision per rack (kVA)?		
43	What is the designed power provision per Sqft (kW)?		
44	What is the Maximum power available per rack (kVA)?		
45	At what level the power consumption is monitored?		
46	Is there a possibility of monitoring power consumption at the rack level		
47	What is the no. of outlets provided in the Rack PDU?		
48	Is MCB provided in the Rack PDU?		
49	What is the rating of the MCB provided in the Rack PDU?		
50	Does each rack have two sources of power?		
51	Is any STS provided?		
52	At what level is the STS provided? (UPS, Panel, Rack etc)		
53	What is the configuration of neutral downstream of UPS?		
54	What is the lighting level in the data center (Lux)		
55	Is dedicated earthing provided for the data center?		
56	Is Single Reference Grid provided in the data center?		
57	Is the body earth separated from dedicated earth in the data center?		
58	How is the body of the Rack earthed?		
59	Does the earthing comply with IS code?		
60	Are the power cable trays laid below the false floor?		
C	Heat Ventilation and Air Conditioning		
1	What is the temperature maintained in the data center?		
2	What is the relative humidity maintained in the data center?		
3	What is the type air conditioning used in DC? (CW/DX)		
4	Precision Air Conditioning Manufacturer		
5	What is the cooling design? (Overhead / Under floor)		
6	What is the rating of the AC units? (Tr)		

Sl.	Check Points	Complied Yes/No	Detailed Answers and Remarks
7	What is the designed redundancy?		
8	What is the designed CFM for each rack?		
9	What is the type of air filters employed?		
10	What is the filtering capability? (microns)		
11	Air delivery distance (from CRAC outlet to furthest point served in the data centre)		
12	Is any floor slab (above or below) thermally insulated?		
13	Is there any humidity control in the equipment?		
14	At what location is the temperature and humidity measured in DC?		
15	What is the type of air distribution grilles provided?		
16	Are the grills provided with control dampers?		
17	What is the location of the pipes laid inside the data center?		
18	Are the pipes insulated within the data center?		
19	What material is used for insulation?		
20	What is precaution employed to detect leak in the pipelines?		
21	Drainage philosophy- Gravity, pumping etc		
22	Is the data centre provided with exhaust system?		
23	Is there space to add additional AC units in the DC in case of requirement?		
24	Main Central Plant Location		
25	Plant Type (e.g. water-cooled chillers)		
26	Number of units & capacity of each		
27	Redundancy Designed (N, N+1...)		
28	Outdoor Main Plant Location		
29	Outdoor Type (e.g. open type cooling towers)		
30	Outdoor number of units & capacity of each		
31	Redundancy of Outdoor units (N+1?)		
32	What is the expected Building Peak Cooling Load (TR)		
33	How many pumps are installed?		
34	Redundancy configuration of pumps (N,N+1...)		
35	Are there any single points of failure in the central plant system (e.g. common header; single switchboard; etc)		
36	What is the water storage location and capacity?		
37	What is the peak consumption of water?		
38	Is the water storage separate for air conditioning, potable and fire extinguishing?		
39	What system of air conditioning is adopted in office area?		
40	What is the make of the system? (AHU, Packaged Units etc)		
41	What is the quantity of fresh air supplied at each floor/area?		
42	Is the fresh air preconditioned?		
43	Are the AC ducts provided with fire dampers?		
44	What is the location at which the fire dampers are provided?		
45	Is the AC provided with controls in the office area?		

Sl.	Check Points	Complied Yes/No	Detailed Answers and Remarks
D	Fire Alarm & Suppression System		
1	Is the data center fire rated?		
2	Is the data center provided with fire rated door?		
3	Are openings in the walls properly sealed with fire sealants?		
4	Are Fire detectors installed in the Building		
5	What is the make of Fire Detectors?		
6	What are the types of detectors employed? (Smoke, Heat etc.)		
7	Are the fire detectors addressable type?		
8	What cable is used for connecting the detectors?		
9	Are the cables laid in conduits?		
10	What is the type of conduits employed?		
11	Where is the fire panel located?		
12	Is the DC Fire alarm system integrated with the building alarm system?		
13	Is the alarm system hooked to the PA system?		
14	Is the DC equipped with early smoke detection system?		
15	What is the make of the system? (VESDA, HSSD, etc)		
16	What is sampling frequency?		
17	What is the type of fire extinguishing system adopted?		
18	What gas is employed for fire suppression?		
19	What is the design standard? (NFPA, etc)		
20	Where is the gas cylinder bank located?		
21	Where is the gas release panel installed?		
22	Is the gas release panel integrated with fire panel?		
23	In a gas flooding system, is there a method adopted to prevent excessive pressure build-up?		
24	What is the estimated time to exhaust the gas released in the data center?		
25	Is the data center provided with water sprinkler system?		
26	Is the building provided with fire hydrant system?		
27	What is the redundancy on the fire pump?		
28	What is the capacity of the water storage for fire?		
29	Are portable fire extinguishers provided?		
30	What are the types of portable extinguishers?		
31	Where are the portable extinguishers located?		
32	How many fire exit staircase exists?		
33	Are the exits as per building codes?		
E	Security System		
1	Does the campus have 24hr patrolling?		
2	Does the building have 24hr patrolling?		
3	Is it common security deployed for both building & data center?		
4	Is any screening done for the bags and parcels ?		
5	Are metal detectors used for screening?		
6	Is the site surrounded by fencing?		
7	What is the height of the perimeter fencing?		

Sl.	Check Points	Complied Yes/No	Detailed Answers and Remarks
8	Are CCTV installed for monitoring the periphery?		
9	What is the make of CCTV?		
10	What is the type of CCTV?		
11	Is external lighting sufficient to capture the pictures in CCTV?		
12	No. of cameras for periphery monitoring		
13	No. of cameras installed in the data center		
14	Are the CCTV's monitored 24x7?		
15	What is the access control system employed?		
16	Does the data center have two levels of security?		
17	What is the type of access for data center? (Finger, palm etc.)		
18	What is the make of the access equipment?		
19	Is the access and CCTV integrated with the building security system?		
20	What is the software brand used for access control?		
21	Is the data center provided with dedicated security room for monitoring?		
22	What is the location of the dedicated monitoring room?		
F	BMS System		
1	Is the BMS employed in the building		
2	Is the BMS of DC integrated with the BMS of the building		
3	Confirm the list of equipments monitored through BMS		
	a) DG sets		
	b) Transformers		
	c) Chillers		
	d) AHU		
	e) Precision Air conditioners		
	f) Fire Alarm System		
	g) CCTV		
	h) Access Control system		
	i) Energy meters		
	Others (Specify)		
4	BMS make installed		
5	Is the BMS monitored 24x7		
6	Who monitors the BMS?		
7	What is the frequency of reports generated from BMS?		
8	What is the backup duration of data stored of		
	a) Access logs		
	b) CCTV		
	c) Power consumption		
	d) Alarms generated		
9	What is the system of escalation from BMS - SMS, Mails, etc		
G	Network System		
1	What is the area of Telkom / communication room?		
2	Is a dedicated room provided for telecom / communication equipments?		

Sl.	Check Points	Complied Yes/No	Detailed Answers and Remarks
3	How many service providers are hosted in the facility?		
4	Name of the Internet Service Providers		
5	What is the capacity / bandwidth available on each ISP.		
6	Is there space for installing additional racks for new service providers		
7	What is size of type of racks provided? (Two post, Closed Rack, etc)		
8	What is the size of the rack?		
9	What is the make of the rack?		
10	What is the designed power for the network rack?		
11	How many cable paths are used to bring the fiber inside the communication room?		
12	Are the data cable trays in data center laid below false floor?		
13	What is the type of tray used for laying data cables?		
14	What is the standard followed for network design and equipments?		
15	Is it possible to supply, install, test and commission cables between the telecom room and network equipments?		
16	Is it possible to supply, install, test and commission cables between the network racks and server racks?		
17	Are separate battery back up provided for the equipments?		
18	What is the cooling system employed?		
19	What is the fire extinguishing system installed?		
20	Does this room have access control?		
21	Is the room monitored through surveillance system?		
H	Office Space		
1	What is the total office area?		
2	What is the office space available for UID currently?		
3	How many seats can be allotted on Day 1?		
4	Are cabins provided in the office space?		
5	What is the size of the table?		
6	What is the size of the storage?		
7	What is the designed area per person?		
8	What is the lighting lux level?		
9	What is the type of air conditioning installed?		
10	What is the temperature maintained?		
11	Is the office area provided with fire alarm system?		
12	What is the extinguishing system? (Sprinkler, portable, etc)		
13	Is the office provided with rodent repellent system?		
14	Is the office being allotted to UID have separate access?		
15	Is it possible to install access system for UID in the office area?		
16	How many UPS power points are provided per workstation?		
17	How many LAN points are provided per workstation?		
18	Are telephones provided for each workstation?		

Sl.	Check Points	Complied Yes/No	Detailed Answers and Remarks
19	Is it possible to provide dedicated telephone per workstation?		
20	Is the office area provided with emergency lights?		
21	Are there any meeting rooms?		
22	What is the seating capacity of the meeting room?		
23	Is video conference available?		
24	Can UID utilize this facility?		
25	What will be the process and procedure?		
26	Is cafeteria / pantry on the same floor?		
27	What is the location of the cafeteria?		
28	What is the seating capacity of the cafeteria?		
29	Is cooking allowed in the cafeteria?		
30	Is adequate space available for extension of the office?		
31	If no, what is the alternate plan?		
32	Is there a fire exit in the office area?		
33	What is the parking space available for UID?		

Important Note: This checklist will be used by the Purchaser or it's authorized representative/agency for reviewing the proposed site for Data Center as mentioned in Clause 31.3. (iii) Section II.

Annexe 4.1.9: DETAILS OF LITIGATION (S)

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

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

Witness:

Signature -----

Name -----

Address -----

Date -----

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

Annexe 4.1.10: STATEMENT OF DEVIATIONS FROM GENERAL TERMS & CONDITIONS

Dear Sirs,

Following are the deviations and variations from General Terms & Conditions for “Hiring of Data Center Space & Facilities for Unique Identification Authority of India at Bengaluru” against Bid document. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your requirements and documents.

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

Witness:

Signature -----

Name -----

Address -----

Date -----

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

Annexe 4.1.11: STATEMENT OF DEVIATIONS FROM SCHEDULE REQUIREMENTS

Dear Sirs,

Following are the deviations and variations from Schedule of Requirements for “Hiring of Data Center Space & Facilities for Unique Identification Authority of India at Bengaluru” against Bid document. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your requirements and documents.

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

Witness:

Signature -----

Name -----

Address -----

Date -----

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

Annexe 4.2.1: COMMERCIAL BID

Bid Particulars for Bid No. - D – 11018/22/10/Addendum A – UIDAI/ IT

1	Name of the Bidder	
2	Address of the Bidder	
3	Bidder's bid number and date	
4	Name of the person to whom all references shall be made regarding this bid	
5	Designation of the person to whom all references shall be made regarding this bid	
6	Address of the person to whom all references shall be made regarding this bid	
7	Telephone No. (with STD Code)	
b8	E-Mail of the contact person:	
9	Fax No. (with STD Code)	

Witness:

Signature -----

Name -----

Address -----

Date -----

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

Annexe 4.2.2: COMMERCIAL BID LETTER
(Please see Clause 7 of Section II - Instructions to Bidders)

COMMERCIAL BID LETTER

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

Sir,
Sub: “Hiring of Data Center Space & Facilities for Unique Identification Authority of India at Bengaluru”

Ref: Bid document D – 11018/22/10/Addendum A – UIDAI/IT

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

2. PRICE AND VALIDITY

- 2.1. All the prices mentioned in our bid are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this bid are valid for a period of 120 calendar days from the date of opening of the bids.
- 2.2. We are an Indian Company and do hereby confirm that our bid prices include all taxes including income tax and professional tax.
- 2.3. We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

3. UNIT RATES

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

4. BID SECURITY

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

5. DEVIATIONS

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

6. BID PRICING

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

7. BID PRICE

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

8. CONTRACT PERFORMANCE SECURITY

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

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

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

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

Thanking you,

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal.

Date:
Place:
Business Address:

Witness:

Signature -----
Name -----
Address -----
Date -----

Bidder:

Signature -----
Name -----
Designation -----
Company -----
Date -----

Annexe 4.2.3a: DETAILED COST SHEET – Recurring Cost

Sl.No	Particulars	Unit	Qty	Unit Rate per month (INR)	Amount per month (INR) (6) =(4)*(5)	Taxes per month (INR)	Total Amount per month (INR) (8)=[(6)+(7)]
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
A	Recurring Cost						
A1	Rental charges for DC space (Year 1)	Sqft	2000				
	Rental charges for DC space for first extension of Six months	Sqft	2000				
	Rental charges for DC space for second extension of Six months	Sqft	2000				
	Rental charges for DC space for third extension of Six months	Sqft	2000				
A2	Rental charges for Office Space including power, AC etc for the 1 st years	Sqft	600				
	Rental charges for Office Space including power, AC etc for first extension of six months	Sqft	600				
	Rental charges for Office Space including power, AC etc for second extension of six months	Sqft	600				
	Rental charges for Office Space including power, AC etc for third extension of six months	Sqft	600				
A3	Rental charges Telco / Comm. Room for the Year 1	Sqft	100				
	Rental charges Telco / Comm. Room for first extension of six months.	Sqft	100				
	Rental charges Telco / Comm. Room for second extension of six months.	Sqft	100				
	Rental charges Telco / Comm. Room for third extension of six months.	Sqft	100				
A4	Rental charges for DCSP supplied Full Size Fire retardant Filing Cabinet for media storage for the first year	No.	1				
	Rental charges for Full Size Fire retardant Filing Cabinet for media storage for the first extension of 6 months	No.	1				
	Rental charges for Full Size Fire retardant Filing Cabinet for media storage for the second extension of 6 months	No.	1				
	Rental charges for Full Size Fire retardant Filing Cabinet for media storage for the third extension of 6 months	No.	1				
A5	Rental charges for store room for the 1 st Year	Sqft	100				
	Rental charges for store room for the first extension of six months.	Sqft	100				

	Rental charges for store room for the second extension of six months.	Sqft	100				
	Rental charges for store room for the third extension of six months.	Sqft	100				
A6	Any other recurring costs not covered in A1 to A5 (please provide precise brief description)						
A7	Any other recurring costs not covered in A1 to A5 (please provide precise brief description)						

Annexe 4.2.3b: DETAILED COST SHEET – One Time Fixed Cost

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Particulars	Unit	Qty	Unit Rate (INR)	Amount (INR) (6) =(4)*(5)	Taxes (INR)	Total Amount (INR) (8)=[(6)+(7)]
B	One Time Fixed Cost						
B1	Server Racks 600mm x 1000mm	Nos	40				
B2	Network Racks 800mm x 1000mm	Nos	6				
B3	Comm. Racks (2post racks)	Nos	2				
B4.1	Supply and Installation of Cage for 2000 sq. feet of DC space	Sq. feet	Lumpsum				
B5	Access system						
	1. Palm Geometry for entry and proximity reader for exit in the Caged area in DC	Set	2				
	3. Proximity reader for entry and push button for exit in the Office area, communication Room and Store Room	Set	3				
B6	Supply, Installation, Testing and Commissioning of Structured Fiber Cabling						
	1. Design, Implementation and minimum 15 years certification of Structured Fiber cabling for count of ports as indicated	Set	960				
	2. Supply of Fiber Patch Cords 3 meters as per the quantity indicated	Set	960				
B7	Supply, Installation, Testing and Commissioning of Structured Copper Cabling						
	1. Design, Implementation and minimum 15 years certification of Structured Copper cabling for count of ports as indicated	Set	960				
	2. Supply of Copper Patch Cords 3 meters as per the quantity indicated	Set	960				
B8	Other one time fixed cost like 32A circuit provision (please provide precise brief description)						
B9	Other one time fixed cost (please provide precise brief description)						
	Total (B)						

Annexe 4.2.3c: DETAILED COST SHEET – Variable Recurring Cost

SI.No	Particulars	Unit	Qty	Unit Rate per month (INR)	Amount per month (INR) (6) =(4)*(5)	Taxes per month (INR)	Total Amount per month (INR) (8)=[(6)+(7)]
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
C1	Variable Recurring Cost for Power						
C1.1	Power charges for 16 lakhs units for Year1	kWh	1600000				
C1.2	Power charges for 16 lakhs units for first extension of 6 months.	kWh	1600000				
C1.3	Power charges for 16 lakhs units for second extension of 6 months.	kWh	1600000				
C1.4	Power charges for 16 lakhs units for third extension of 6 months.	kWh	1600000				

SI.No	Particulars	Unit	Qty	Unit Rate per month (INR)	Amount per month (INR) (6) =(4)*(5)	Taxes per month (INR)	Total Amount per month (INR) (8)=[(6)+(7)]
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
C2	Variable Recurring Cost for Bandwidth						
C2.1	Bandwidth charges for 100 Mbps burstable to 300 Mbps by provider 1 for the 1 st year	Mbps	100				
C2.2	Bandwidth charges for 100 Mbps burstable to 300 Mbps by provider 1 for the first extension of 6 months	Mbps	100				
C2.3	Bandwidth charges for 100 Mbps burstable to 300 Mbps by provider 1 for the second extension of 6 months	Mbps	100				
C2.4	Bandwidth charges for 100 Mbps burstable to 300 Mbps by provider 1 for the third extension of 6 months	Mbps	100				
C2.5	Bandwidth charges for 200 Mbps burstable to 500 Mbps by provider 1 for the 1 st year	Mbps	200				
C2.6	Bandwidth charges for 200 Mbps burstable to 500 Mbps by provider 1 for the first extension of six months	Mbps	200				
C2.7	Bandwidth charges for 200 Mbps burstable to 500 Mbps by provider 1 for the second extension of six months	Mbps	200				
C2.8	Bandwidth charges for 200 Mbps burstable to 500 Mbps by provider 1 for the third extension of six months	Mbps	200				

C2.9	Bandwidth charges for 500 Mbps burstable to 1 Gbps by provider 1 for the 1 st year	Mbps	500				
C2.10	Bandwidth charges for 500 Mbps burstable to 1 Gbps by provider 1 for the first extension of six months.	Mbps	500				
C2.11	Bandwidth charges for 500 Mbps burstable to 1 Gbps by provider 1 for the second extension of six months.	Mbps	500				
C2.12	Bandwidth charges for 500 Mbps burstable to 1 Gbps by provider 1 for the third extension of six months.	Mbps	500				
C2.13	Bandwidth charges for 100 Mbps burstable to 300 Mbps by provider 2 for the 1 st year	Mbps	100				
C2.14	Bandwidth charges for 100 Mbps burstable to 300 Mbps by provider 2 for the first extension of six months	Mbps	100				
C2.15	Bandwidth charges for 100 Mbps burstable to 300 Mbps by provider 2 for the second extension of six months	Mbps	100				
C2.16	Bandwidth charges for 100 Mbps burstable to 300 Mbps by provider 2 for the third extension of six months	Mbps	100				
C2.17	Bandwidth charges for 200 Mbps burstable to 500 Mbps by provider 2 for the 1 st year	Mbps	200				
C2.18	Bandwidth charges for 200 Mbps burstable to 500 Mbps by provider 2 for the first extension of six months.	Mbps	200				
C2.19	Bandwidth charges for 200 Mbps burstable to 500 Mbps by provider 2 for the second extension of six months.	Mbps	200				
C2.20	Bandwidth charges for 200 Mbps burstable to 500 Mbps by provider 2 for the third extension of six months.	Mbps	200				
C2.21	Bandwidth charges for 500 Mbps burstable to 1 Gbps by provider 2 for the 1 st year	Mbps	500				
C2.22	Bandwidth charges for 500 Mbps burstable to 1 Gbps by provider 2 for the first extension of six months.	Mbps	500				
C2.23	Bandwidth charges for 500 Mbps burstable to 1 Gbps by provider 2 for the second extension of six months.	Mbps	500				
C2.24	Bandwidth charges for 500 Mbps burstable to 1 Gbps by provider 2 for the third extension of six months.	Mbps	500				

Sl.No	Particulars	Unit	Qty	Unit Rate per month (INR)	Amount per month (INR) (6) = (4)*(5)	Taxes per month (INR) (7)	Total Amount per month (INR) (8)=[(6)+(7)]
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Other Variable Costs if any							
C3	Any other Variable Recurring Cost (please provide precise brief description)						
C4	Any other Variable Recurring Cost (please provide precise brief description)						

Annexe 4.2.3d: DETAILED COST SHEET – Unit Rate Cost

Sl.No	Particulars	Unit	Qty	Unit Rate (INR)	Amount (INR) (6) = (4)*(5)	Taxes (INR) (7)	Total Amount (INR) (8)=[(6)+(7)]
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
D Unit Rate Cost (for the purpose of change order if any)							
D1	Fiber Structured Cabling additional ports	Per port	1				
D2	Copper Structured Cabling additional ports	Per port	1				
D3	Additional Fiber Patch Cord	Per Cord	1				
D4	Additional Copper Patch Cord	Per Cord	1				
D5	Server Racks 600mm x 1000mm	Nos.	1				
D6	Network Racks 800mm x 1000mm	Nos.	1				
D7	Comm. Racks (2 post racks)	Nos.	1				

Annexe 4.2.3e: DETAILED COST SHEET – Managed Services

SI.No	Resources	Numbers	Unit Rate per month (INR)	Amount per month (INR) (5)=(3)*(4)	Taxes per month (INR)	Total Amount per Year (INR) (7)=(5)+(6)*12
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Operation and Maintenance - UIDAI Tech Office					
	Shift Manager	3				
	Inventory Manager	1 (across Shifts)				
	Electrician	1 (across Shifts)				
2	Operation and Maintenance - Data Center					
	Network engineer	2				
	Storage engineer	4				
	System administrator	10				
	Database administrator	4				
	Application administrator	6				
	Security engineer	4				
	NOC engineer	4				
	Service engineer	8				
	Quality Assurance staff	2				
3	No. of seats in Non DC (Office Space)					
	Seats with Telephone Connection, PC covering the following minimum configuration: Intel Core 2 Duo processor, 2 GB RAM, 300 GB HDD, 15" Colour TFT Monitor, Keyboard, mouse, etc. with OS as Windows XP or higher version and MS Office 2007.	15				

Annexe 4.2.3f: DETAILED COST SHEET - NOTES

Note:-

1. The variable recurring cost (power) shall be paid on actual consumption measured on the meter installed on the PDU/UPS dedicated to UIDAI
2. The rates quoted for Power component for the first year shall be fixed. UIDAI reserves the right to renegotiate the power component rates for the subsequent period of contract extension keeping the prevalent Industry standards at that time.
3. The bandwidth also shall be paid as per actual usage. It will be computed based on monitoring at interval of 5 mins each over 24 hours period and will be calculated on monthly basis for 95th percentile of the usage across the month.
4. The payment for structured cabling shall be on actual no. of ports commissioned.
5. Please indicate bandwidth charges as per Annexure 4.2.3c. Under any of the options, the technology should support burstability beyond 1 Gbps for each of the two providers.
6. The rates for bandwidth will be fixed for the first one year and UIDAI reserves the right to negotiate the rates thereafter. DCSP has to offer prices to UIDAI as the most preferred Customer Status.
7. The initial contract shall be signed for one year. The same shall be extendable in steps of six months each.
8. UIDAI will evaluate the commercial bids in respect of managed services on the basis of requirement assessment arrived by the UIDAI in terms of number of resources required. UIDAI will evaluate the cost of managed services on the basis of unit rates quoted by the bidder in Section 4.2.3e in respect of each resource.

SECTION V – SCHEDULE OF REQUIREMENTS

Table of contents

1. INTENT	2
1.1. STRUCTURE OF DOCUMENT.....	2
1.2. OVERVIEW	2
2. SCHEDULE OF REQUIREMENTS	4
2.1. DATA CENTER SPACE	4
2.2. COMMUNICATION ROOM.....	5
2.3. OFFICE SPACE	5
2.4. OTHER REQUIREMENTS.....	6
3. TECHNICAL SPECIFICATIONS.....	8
3.1. GENERAL TECHNICAL	8
3.2. ARCHITECTURAL AND STRUCTURAL	8
3.3. ELECTRICAL SYSTEMS.....	12
3.4. HEAT VENTILATION AND AIR CONDITIONING	16
3.5. FIRE ALARM & FIRE SUPPRESSION SYSTEM.....	17
3.6. SECURITY SYSTEMS	18
3.7. BMS SYSTEM.....	19
3.8. NETWORK SYTESM, RACKS & CAGE	19
3.9. OFFICE SPACE	20
3.10. OPERATIONAL PROCEDURES	21
3.11. MIS REPORTS	21
4. PROPOSED TIME SCHEDULE	22

1. Intent

The Director General of Unique Identification of Authority of India (UIDAI) is inviting this **Bid** for Data Center Space and Facilities for Unique Identification Authority of India at Bengaluru.

1.1. Structure of Document

1.1.1. This document is divided into following three parts

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

1.2. Overview

1.2.1. This Bid Document has been prepared solely for the purpose of enabling Unique Identification Authority of India (UIDAI) to select a service provider for Data Center in Bengaluru.

1.2.2. The Bid Document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the UIDAI and any successful Bidder as identified by the UIDAI, after completion of the selection process as detailed in this document.

1.2.3. UIDAI invites proposal from Data Center Service Provider (DCSP) for primarily undertaking inter-alia the activities for UIDAI in respect of co-hosting services spread over in the following manner.

The Bidder should offer a contiguous space of 2000 sq. feet of Data Center of Tier III space at the stage of bidding.

1.2.4. The above mentioned space should be readily available at the time of bidding.

1.2.5. UIDAI will at no point bear any additional cost for any Data Center facility that DCSP may have to incur on account of repair, upgrade, power, capacity enhancement etc. to support UIDAI equipments unless UIDAI requests for any additional power requirements or brings in additional major equipments that would impact the infrastructure allocated to UIDAI by DCSP for the period of the contract.

1.2.6. The DCSP has to factor in the infrastructure for the UIDAI requirement. UIDAI will not accept any plea from the DCSP for any additional costs. The DCSP is expected to factor the power cost escalation in the commercial

- bid quoted. UIDAI will not bear any changes or escalations in the power tariff in the first one (1) years of the contract.
- 1.2.7. The DCSP should provide all necessary infrastructure components that would be necessary as per the defined requirements; manage and maintain the same throughout the period of the contract.
 - 1.2.8. The Bidder shall hold a valid ISO 27001 Certification, for the facility. Alternatively, if the Bidder does not have a valid ISO Certification, then the Bidder should give an undertaking, as part of the response to this Bid, that the Bidder would obtain the ISO Certification within 4 months from Stipulated Date of Signing of the Contract. The Bidder should also indicate any other accreditation rating received from an internationally accredited third party rating/ certification agency for the Data Centers at Bengaluru and also indicate alternate equivalent standards and practices being followed at these Data Centers.
 - 1.2.9. The DCSP has to ensure that the desired objective of hosting the UIDAI IT infrastructure is completely met. The Bidder must be the owner of the proposed Data Center facility provided to UIDAI and sign Service Level Agreement for an uptime of 99.99%.
 - 1.2.10. The proposed Data Center building should be owned by DCSP. In case the building is leased then the available period of lease should not be less than 7 years without any interruption from the stipulated date of opening of bid. The DCSP shall pay all taxes & comply with the rules and regulations as laid by the Government. Copies of the documents establishing the same should be furnished as stipulated in **Clause 4.1.7 of Section IV**.
 - 1.2.11. The building/ property shall be insured on a comprehensive basis from all Natural, Manmade disasters or any other similar disasters. Copies of the Insurance documents should be furnished as stipulated in **Clause 4.1.7 of Section IV**.

SCHEDULE OF REQUIREMENTS

2. SCHEDULE OF REQUIREMENTS

2.1. Data Center Space

- 2.1.1. The DCSP should supply and install standard server racks of 42U height 600mm wide and 1000mm deep, aluminum extruded with perforated doors in the front and rear. The DCSP should provide racks of one of the following makes: **APW President, Rittal, APC.**
- 2.1.2. Each rack should be provided with dual power source of minimum 7kVA rated capacity through at two separate/isolated feeds from UPS systems feeding two (2) separate power strips.
- 2.1.3. The incoming power should be from two (2) separate feeders for individual UPS.
- 2.1.4. Each rack should be properly grounded; two PDU's and cable managers should be installed.
- 2.1.5. The space allocated to UIDAI shall be made secure by providing a metal cage with **Palm Geometry Access** at entry. One emergency exit door preferably at the diagonally opposite side.
- 2.1.6. The metal cage shall be properly secured to the floor and ceiling and should be of MS with not more than 1" spacing mesh.
- 2.1.7. The caged area earmarked for UIDAI should be provided with CCTV for surveillance and vigilance on 24/7 basis. The caging accounts for the DC space and also the Communication Room (if shared). However Access Control and CCTV surveillance and 24/7 vigilance is a mandatory requirement.
- 2.1.8. The space of 2000 sqft assigned to UIDAI shall be made ready for receiving equipment within a period of 30 calendar days from the Date of Issue of LOI. Subsequently, UIDAI would commence equipment installation related activities that is estimated to take another 30 days. This period of 60 days should be rent free.
- 2.1.9. Bidder should offer a contiguous space of 2000 SqFt of Data Center of Tier III standards, separately indicating scalability of additional space if available.
- 2.1.10. The additional space as indicated above, may be availed by UIDAI at its discretion.
- 2.1.11. In case the DCSP intends to rent out the above additional space to any other customer, he should check with UIDAI.

2.2. Communication Room

- 2.2.1. Dedicated communication room (some times referred as Meet Me Room) of 100 sq. feet shall be provided to accommodate minimum of two Internet service providers' equipments. The service providers should be ready with IP version 6 connectivity.
- 2.2.2. The DCSP shall also provide dedicated high bandwidth connectivity with termination equipment and route diversity from minimum two internet service providers. The service providers should be ready with IP version 6 connectivity. Such termination should be done in the dedicated communication room. The rates for the bandwidth need to be provided in the commercial bid.
- 2.2.3. Each communication rack provided by the DCSP should be 800mm in width and 1000mm in depth and 42U in height.
- 2.2.4. The Structured cabling for LAN should be provided and implemented by DCSP. This LAN should be designed for 10Gbps throughput. All the required passive components are to be provided by DCSP and with corresponding certifications for 15 years.. Each rack should have provision of 24 copper ports and 24 fiber ports. The active components will be supplied by UIDAI.
- 2.2.5. DCSP will conduct physical layer testing and test and confirm that all cross-connects are functioning normally to the patch panel in the Data Center.
- 2.2.6. DCSP will install and maintain the following within 24 hours of request from UIDAI:
 - i. Copper patch cords between devices in the UIDAI Area.
 - ii. Fiber patch cords between devices in the UIDAI Area;

2.3. Office Space

- 2.3.1. Seating space with LAN connectivity for minimum of 15 persons shall be provided for UIDAI and its representatives to monitor and upload the data.
- 2.3.2. The office space should have furniture like tables, storage units and space for printers and copier machines.
- 2.3.3. Minimum of 1 cabin should be provided for senior cadre to monitor the people deployed.
- 2.3.4. In case of additional space requirement for 15 more persons, the DCSP should have the space for scaling up and provide the same within the same building.
- 2.3.5. The office space shall have access control to allow only authorized personnel of UIDAI to enter.

2.4. Other Requirements

- 2.4.1. At UIDAI's request, DCSP will receive any UIDAI Materials on UIDAI's behalf. DCSP will store UIDAI Materials in the Secure Storage Space (store room) immediately upon delivery to the Facility and maintain a written log of a description, date and time of UIDAI Materials placed by Service Provider in the Secure Storage Space (store room).
- 2.4.2. DCSP will provide UIDAI all necessary assistance in preparing return materials authorization ("RMA") documentation and packing, returning and shipping such damaged UIDAI Materials to a location or manufacturer, service provider or other third party designated by UIDAI.
- 2.4.3. Along with the office space, a full sized (one number) Fire Retardant Filing Cabinet will have to be provided to store electronic media.
- 2.4.4. The keys of the Fire Retardant File Cabinet should be in the custody of UIDAI authorized personnel.
- 2.4.5. UIDAI may depute personnel from CISF at the DCSP location to strengthen the security of the data center. The DCSP should provide a No Objection Certificate along with the Bid for the same.
- 2.4.6. UIDAI would also conduct audit of the facility periodically to access the operations and to sign off the uptime report.
- 2.4.7. DCSP should have a Help-Desk operating on a 24/7 basis to login any calls and avail services under the scope of DCSP
- 2.4.8. UIDAI desires to avail Managed Services from DCSP. Bidder should confirm the availability of such services and also submit the standard deliverables for the following services. Operation window will be decided mutually. The NOC for these Managed Services should strictly be on-site. The Software required for the Managed Services would be provided and operated by the DCSP and would remain in their scope.
- 2.4.9. The staff strength required below is for steady state operations and is provided as a guideline for the bidders. Hence bidders may also submit an alternate staffing and **scaling** plan along with their proposal. Bidder may not require the entire staff proposed below on Day 1.
- 2.4.10. The Managed Services from DCSP shall be required to provide support for Linux and Java environment.

SI.No	Resources	Numbers
1	Operation and Maintenance - UIDAI Tech Office	
	Shift Manager	3
	Inventory Manager	1 (across Shifts)
	Electrician	1 (across shifts)
2	Operation and Maintenance - Data Center	
	Network engineer	2
	Storage engineer	4
	System administrator	10
	Database administrator	4
	Application administrator	6
	Security engineer	4
	NOC engineer	4
	Service engineer	8
	Quality Assurance staff	2
3	No. of seats in Non DC (Office Space)	
	Seats with Telephone Connection, PC covering the following configuration: Intel Core 2 Duo processor, 2 GB RAM, 300 GB HDD, 15" Colour TFT Monitor, keyboard, mouse, etc. with OS as Windows XP or higher version and MS Office 2007.	15

TECHNICAL SPECIFICATIONS

3. Technical Specifications

3.1. General Technical

The Data Center offered by the Date Center Service Provider (DCSP) should be of minimum Tier 3 standard (rated as per Uptime Institute Inc. guidelines). The DCSP is expected to provide sufficient network points, OFC links, telecom facilities, electrical connections, air conditioning, backup power through generator(s), access control, integrated fire detection and suppression, physical security and soft services etc as applicable for Data Center and as required for the proposed equipment on 24 x 7 basis in order to maintain uptime of all such facilities at as per SLA. DCSP to identify any Single Point of Failure in their infrastructure; reduce the same to absolute minimum and indicate any plan for future upgrade. DCSP shall submit necessary certificate and document to illustrate compliance in the aspects of building, electrical certification, fire certification, water treatment, safety and security.

3.2. Architectural and Structural

3.2.1. Location

The proposed DC should be located:-

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

3.2.2. Building

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

- 3.2.2.1. The building structure should be complying to IS 1893, IS 4326 and respective revisions thereon.

- 3.2.2.2. Preferably it should be a standalone structure. If the DC is located in a multi storied building then the height of the building should not be more than 40 meters.
- 3.2.2.3. In any case, the Datacenter should not be on the ground floor and the top most floor of the building.
- 3.2.2.4. Age of the building should be not older than 10 years on the stipulated date of opening of the bid. If the building is older, Structural Stability Certificate to be provided from a chartered structural Engineer issued within last 1 year.
- 3.2.2.5. Should be built to withstand seismic disturbances complying with Zone III intensity.
- 3.2.2.6. DC true floor should have a load bearing capacity of 900-950kgs/Sqmt and more.
- 3.2.2.7. Should have a freight elevator to carry the IT equipment to DC located in upper floors.
- 3.2.2.8. Should have adequate fire exit staircase as per the statutory norms.
- 3.2.2.9. Should be provided with Fire fighting, public address and surveillance system.
- 3.2.2.10. The periphery where the building is located should be provided with fencing and possible surveillance deployed.
- 3.2.2.11. It should be a concrete structure with brick walls to resist forcible attacks.
- 3.2.2.12. Should be protected from Electro-Magnetic Interference and Radio-Frequency Interference.
- 3.2.2.13. Separate redundant ducts / trenches for entry of power cables and fiber cables.

3.2.3. **Telco/ Communication Room**

- 3.2.3.1. The communication room should be of 100sq.ft exclusive for UIDAI and strategically located with independent access control. Shared Communication Room with dedicated Cage for UIDAI should be acceptable.
- 3.2.3.2. The room should be provided with adequate cooling preferably through the plenum of false floor.
- 3.2.3.3. The room should be provided with fire alarm and fire suppression system.
- 3.2.3.4. The room should be provided with CCTV for monitoring the activities of the external agencies.

- 3.2.3.5. The fiber entering into the communication room should be from two different distinct paths.

3.2.4. **Staging Room**

- 3.2.4.1. The staging room should be having enough room for unpacking the equipments
- 3.2.4.2. Should be provided with minimum 32A power points two to four nos. to enable testing of servers and storage equipments.
- 3.2.4.3. At least one rack should be provided for testing the equipments.
- 3.2.4.4. Minimum of two seats with PC and LAN connectivity should be available for the personnel to upload applications and test the servers.
- 3.2.4.5. Fire alarm, fire suppression, air conditioning and access control should be provided in the room.

3.2.5. **Secure Storage Space (Store Room)**

- 3.2.5.1. The Secure Storage Space (store room) should be of 500sq.ft exclusive for UIDAI and conveniently located with independent access control. There should be adequate space for unloading the IT equipments / materials and storing should be available
- 3.2.5.2. The Secure Storage Space (store room) should be a secure place with proper locking arrangement.
- 3.2.5.3. The movement of equipments from the unloading dock to the store and from store room to the staging should be carried out using proper material movement trolleys.
- 3.2.5.4. The Secure Storage Space (store room) should have minimum of 400 – 500lux illumination.

3.2.6. **Server Hall**

- 3.2.6.1. The Server hall should be on the first floor and above and made of brick walls without windows.
- 3.2.6.2. There should be an emergency exit preferably diagonally opposite in the server hall with clearly marked fluorescent signs.
- 3.2.6.3. Ramp should be provided at the entry of the server hall to facilitate movement of IT equipments without any hindrance.
- 3.2.6.4. The hall including the doors should be two hours fire rated.
- 3.2.6.5. Access control and CCTV systems should be provided.

- 3.2.6.6. Fire alarm, fire suppression and early smoke detection system should be installed.
- 3.2.6.7. The hall should be provided with cementitious tile false flooring system.
- 3.2.6.8. The minimum distance between the true floor and the false floor should be 600mm.
- 3.2.6.9. The false floor tile should be 600mm x 600mm.
- 3.2.6.10. The false floor should be provided with anti-static laminate.
- 3.2.6.11. The false floor should have a load bearing capacity of minimum 900-950 kgs/Sqmt.
- 3.2.6.12. All openings in the hall should be sealed with fire rated material.
- 3.2.6.13. The hall should be treated for termite and rodent menace.
- 3.2.6.14. The walls and the slab should be treated appropriately for water ingress.
- 3.2.6.15. Partitions within the hall should be fire retardant preferably fire resistant.
- 3.2.6.16. The false ceiling (if provided) should be 2hrs fire rated and also possess acoustic property.
- 3.2.6.17. The clear height between the false floor and the bottom of ceiling (True ceiling or False Ceiling – which ever is applicable) should not be less than 2.7mtrs.
- 3.2.6.18. The hall should not be housing water sprinkler system.
- 3.2.6.19. Glass where ever provided in the hall should be fire rated.
- 3.2.6.20. Cages provided should be properly anchored to the civil structure.

3.2.7. **Services/ Utility Rooms**

- 3.2.7.1. The electrical room should be strategically located to receive power and distribute the same to the building and the server hall.
- 3.2.7.2. The electrical room should be provided with fire alarm and fire suppression system.
- 3.2.7.3. The room should be provided with access control to circumvent unauthorized entry.
- 3.2.7.4. Proper ventilation should be provided.
- 3.2.7.5. Chiller & AHU rooms should be provided with proper slope to drain water out of the building.

- 3.2.7.6. There should not be water stagnation in the chiller and AHU rooms
- 3.2.7.7. Cafeteria, Pantry or Rest rooms should not be above the server hall.
- 3.2.7.8. No food shall be cooked in the cafeteria or pantry.
- 3.2.7.9. A full sized Fire Retardant Filing Cabinet for media storage should be provided with all keys to be handed over to authorised personnel of the Purchaser.

3.3. Electrical Systems

3.3.1. Power

- 3.3.1.1. The power from the electricity board should be a high tension supply
- 3.3.1.2. The power preferably should be from two different substations entering into the building / campus from two different distinct paths.
- 3.3.1.3. The power being received from the electricity board should be terminated in a HT breaker panel.
- 3.3.1.4. The HT panel should be properly earthed.
- 3.3.1.5. There should not be any joints employed in the HT cable from which the power is drawn.
- 3.3.1.6. The HT panel should be properly housed / protected against any damages.

3.3.2. Transformer

- 3.3.2.1. The transformer employed should be as per the designed capacity.
- 3.3.2.2. If a dry type transformer is employed it should be properly protected against rodents
- 3.3.2.3. The dry type transformer should be provided with winding temperature indicator for monitoring.
- 3.3.2.4. In case of oil type transformer it is preferred to be installed out doors.
- 3.3.2.5. The oil type transformer should be properly fenced and protected.
- 3.3.2.6. Separate earthing for neutral and body should be provided.
- 3.3.2.7. Adequate fire suppression system to be provided especially if the oil type transformer is housed with in the building.

3.3.2.8. Adequate protection against surge in voltage and current should be incorporated.

3.3.3. Diesel Generator

3.3.3.1. Backup diesel generator equal to the capacity of the transformer should be provided to supply power to the building in case of failure in main power from the Electricity board.

3.3.3.2. The diesel generator should be provided with acoustic enclosure to reduce noise level as CPCB directives.

3.3.3.3. The exhaust of the generator should be installed at an appropriate height as per the directive of the pollution control board.

3.3.3.4. Neutral and Body earthing should be provided through separate earth pits.

3.3.3.5. The generator should be cranked and take the full load immediately in the event of failure of the main power through AMF feature.

3.3.3.6. The generator should be provided with fuel tank of 990Ltrs.

3.3.3.7. Local control near the generator should be provided.

3.3.3.8. The generator capacity should fulfill the power requirement of both IT and air conditioning load of the data center.

3.3.3.9. Separate storage tank should be installed within the campus to supply continuous diesel to the fuel tanks.

3.3.3.10. The fuel should be sufficient to run all the generators required for at least 48 hrs.

3.3.3.11. Should have a SLA with a vendor / fuel company for re-filling the fuel tanks.

3.3.4. Main LT Distribution Panel

3.3.4.1. The Main LT distribution panel should be housed in an electrical room.

3.3.4.2. The panel should have minimum two incomers one for the main power from the electricity board and the other for the diesel generator.

3.3.4.3. The incomer should be a breaker of equivalent capacity to the transformer and generator installed.

3.3.4.4. The breaker should have earth fault, overload and thermal protections.

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

3.3.5. *Un-interrupted Power Supply (UPS)*

- 3.3.5.1. The UPS should be of adequate capacity to cater to the IT load.
- 3.3.5.2. The UPS should be N+N redundant in two different rooms.
- 3.3.5.3. The UPS should have harmonic filters to limit the Total Harmonic Distortion to less than 10% and protection against surge.
- 3.3.5.4. It should provide clean power to the servers and storage equipments.
- 3.3.5.5. The battery back up for the UPS should be of 20minutes at full load the Generator should take over the supply within one minute
- 3.3.5.6. The battery room should be maintained at a temperature of less than 30 degrees.
- 3.3.5.7. Separate UPS should be employed for catering to the office equipment like PC's, fax, printers etc.
- 3.3.5.8. In an N+N scenario the UPS should be synchronized.
- 3.3.5.9. The bypass should preferably be connected through isolation transformer.
- 3.3.5.10. Static transfer switches should be provided at appropriate locations to enable seamless transfer in case of the UPS maintenance or breakdown.
- 3.3.5.11. Dedicated earth system has to be provided for the neutral of UPS.
- 3.3.5.12. The down stream from UPS should be double neutral.
- 3.3.5.13. The UPS System should preferably be dedicated to UIDAI.
- 3.3.5.14. The UPS should be of reputed make like Emerson, Chloride, Socomec, APC.
- 3.3.5.15. The UPS should be able to handle leading power factor without degradation

3.3.6. *Distribution Panels*

- 3.3.6.1. UPS power distribution panels should be separate from raw power distribution panels.

- 3.3.6.2. Emergency lighting panel should be separate and connected from the separate UPS designated for lighting and office area.
- 3.3.6.3. The power supply to the air conditioning equipments should be achieved through a separate distribution panel.
- 3.3.6.4. The panels should be properly named and tags to be provided for the cables.
- 3.3.6.5. Panels should be IP 45 as per IEC guidelines.
- 3.3.6.6. During maintenance of panels the regular operations should not be disturbed.
- 3.3.6.7. Capacitor panel of adequate capacity should be employed for correction of power factor.
- 3.3.6.8. The downstream of UPS shall have double neutral including the PDU.
- 3.3.6.9. The power distribution units (PDU) installed in the server hall for catering power to the racks should have double pole MCB's of minimum 32 Amps.
- 3.3.6.10. The PDU should also have provision for 3 phase circuits to cater to any specific equipment requirement being deployed.
- 3.3.6.11. Industrial sockets of 32A from two different UPS should be provided below false floor feeding to each rack that will be housed in the cage and in the communication area.
- 3.3.6.12. The rack should be powered up from the industrial sockets through vertical / horizontal PDU comprising female sockets.

3.3.7. **Earthing**

- 3.3.7.1. Earthing shall be provided in accordance to IS 3043.
- 3.3.7.2. The cross sectional area of earthing conductor shall not be less than half that of the largest current carrying conductor
- 3.3.7.3. The resistance of the earthing system should be less than 1ohm.
- 3.3.7.4. All panels and equipments should be earthed to avoid accidents to the personnel.
- 3.3.7.5. Single reference grid should be laid below false floor.
- 3.3.7.6. The pedestals of the false floor should also be earthed.
- 3.3.7.7. Methods to control Electro static discharge should be adopted by employing hand straps, mats, etc.

3.3.8. **Lighting**

- 3.3.8.1. Lighting in the server hall should be of 350-400lux.
- 3.3.8.2. Regular lighting and emergency lighting should be provided in all locations of the building
- 3.3.8.3. Lighting fixtures used in the office area should be of low glare.
- 3.3.8.4. Wiring for lighting should be laid in MS conduits (if exposed).
- 3.3.8.5. Lightening arrestor should be provided for the building.
- 3.3.8.6. Minimum 10% of the lights should be on emergency inverter.

3.4. Heat Ventilation and Air Conditioning

3.4.1. *Comfort HVAC*

- 3.4.1.1. Comfort AC should be employed in the office area as well as Storage Room.
- 3.4.1.2. Fresh air should be routed to the AHU.
- 3.4.1.3. Grills for supply and return should be strategically located to provide a good environment for working.
- 3.4.1.4. The ducts should be properly insulated.
- 3.4.1.5. The ducts should be provided with fire dampers.

3.4.2. *Precision Air Conditioning*

- 3.4.2.1. PAC should be employed in the Server Hall.
- 3.4.2.2. The PAC should have a redundancy of N+1.
- 3.4.2.3. The PAC should be intelligent micro-processor based system.
- 3.4.2.4. The temperature of the hall should be in the range 22 degree centigrade +/- 2 degrees centigrade.
- 3.4.2.5. The relative humidity should be 50% +/-5%.
- 3.4.2.6. The PAC should have water leak detection to communicate any leak in the chilled water pipeline, humidifier pipe or drain pipe.
- 3.4.2.7. The refrigerant in the HVAC system should be CFC Free.
- 3.4.2.8. The air throw shall be bottom charged feeding through plenum. Floor grills wherever required should be installed.
- 3.4.2.9. Minimum of 600CFM should be available in front of the rack without booster fan.
- 3.4.2.10. In case of additional requirement of CFM provision for adding booster fans should be available.

- 3.4.2.11. Cable trays blocking the path of the air flow should be re-routed to provide proper cooling to the server racks.
- 3.4.2.12. The rack layout should be designed to achieve hot and cold aisle.
- 3.4.2.13. The PAC units should have High Efficiency Particle Filters for Air Filtration to 5 microns. The HVAC should be designed such that the air should not contain more than 5, 00,000 particles per cubic foot of air of size 5 micron or higher.
- 3.4.2.14. Temperature and humidity sensing and monitoring should be done on a continuous basis and should be fed to the BMS System.

3.5. Fire Alarm & Fire Suppression System

3.5.1. Fire Alarm

- 3.5.1.1. The Data Center should be protected from Fire using State-of-the-art Automatic Smoke/ Heat Detection Alarms & Fire Control mechanism as per National Fire Protection Association (NFPA) standards.
- 3.5.1.2. The fire detection system should be Analogue Addressable type.
- 3.5.1.3. The fire panel indicating the alarms shall to be monitored on a 24 x 7 basis & logged for providing reports.
- 3.5.1.4. Along with the fire alarm system the High Sensitivity Smoke Detectors (HSSD) or Very Early Smoke Detection Appliance (VESDA) should be deployed to allow swift detection of smoke or change in air quality.
- 3.5.1.5. The system should comprise a high sensitive smoke detector, aspirator, and filter.
- 3.5.1.6. The alarm system should be integrated to the building fire alarm system.

3.5.2. Fire Suppression System

- 3.5.2.1. Fire suppression system employed should be state-of the art and in accordance with NFPA.
- 3.5.2.2. The suppression should employ non toxic FM 200 gas based system.
- 3.5.2.3. The fire suppression agent shall not contain Ozone Depleting substances.

- 3.5.2.4. The smoke detector / heat detectors along with the fire panel should be programmed in a manner that they activate the suppression system.
- 3.5.2.5. Portable fire extinguishers should be provided in the building including office area, electrical room, utility areas etc.
- 3.5.2.6. The fire alarm system should be integrated with the PA system of the building.

3.6. Security Systems

3.6.1. Access Control System

- 3.6.1.1. Entry to all critical locations in the building should be through the Access Control system employing proximity cards.
- 3.6.1.2. The Server Hall should be provided with biometric access to enable entry of only authorized personnel.
- 3.6.1.3. A panic bar should be installed to the emergency exit and integrated with the alarm system.
- 3.6.1.4. Access control software has to be installed on a stand alone computer and the logs of movements have to be recorded.
- 3.6.1.5. Periodic reports of the logs have to be recorded and sent to UIDAI.
- 3.6.1.6. Minimum 4 level of physical and electronic scrutiny should be incorporated before a person can enter the Data Center.

3.6.2. Closed Circuit Tele Vision System (CCTV)

- 3.6.2.1. CCTV should be installed in strategic locations to monitor the movement of personnel in and out of all critical areas.
- 3.6.2.2. The CCTV should be fixed doom type with or without vary-focal lens.
- 3.6.2.3. PTZ cameras may be installed as required.
- 3.6.2.4. The CCTV should not only cover the movements within the building but also the periphery.
- 3.6.2.5. The DG area and the storage area should be covered through the CCTV.
- 3.6.2.6. The Digital Video Recorder should be IP based to allow accessibility for UIDAI to monitor remotely.
- 3.6.2.7. Camera recordings should be retained for a period of 90 days and should be available for UIDAI review as and when required.

3.6.3. Physical Security

- 3.6.3.1. The building should have physical security deployed 24x7.
- 3.6.3.2. The security personnel should be trained to scrutinize the personnel entering the premises and also to carry out combat activities.
- 3.6.3.3. The security should monitor all the entrances.
- 3.6.3.4. Patrolling of the total campus should be done round the clock.

3.7. BMS System

- 3.7.1. The Building Management System should be implemented to monitor the various systems installed.
- 3.7.2. The BMS software should be installed which can communicate with all the equipments at site.
- 3.7.3. The system should be capable of generating reports of power consumption from the PDU.
- 3.7.4. The BMS should be monitored 24x7.
- 3.7.5. The system should be integrated with all the other systems including fire alarm system and water leak detection systems.
- 3.7.6. Monthly reports should be submitted for access logs, CCTV recordings, alarms of critical equipments and power consumption.

3.8. Network Setup, Racks & Cage

- 3.8.1. The network system should be properly routed such that the cable laying can be carried out in short period of time
- 3.8.2. The network cable tray should be laid with a clearance of 300mm from the power cable trays to overcome interference.
- 3.8.3. The cable trays should be such that they can accommodate both fiber and copper cables.
- 3.8.4. The cables should be properly laid and terminated as per TIA 942.
- 3.8.5. The network cables shall be laid between the server racks and between the network rack and server racks as per requirement as per the design submitted by UIDAI as and when required.
- 3.8.6. Supply and laying of cables shall be the responsibility of the Service Provider.

- 3.8.7. The server racks should be of 600 x 1000mm and the network racks should be of 800 x 1000mm.
- 3.8.8. Only 42U racks should be deployed as and when required by UIDAI.
- 3.8.9. The racks should have base frame and firmly rest on the false floor.
- 3.8.10. The racks should have at least 55% of perforation to facilitate sufficient flow of air to the servers.
- 3.8.11. The racks should have cable managers and ties for dressing of the cables.
- 3.8.12. Service Provider shall be responsible for supply and installation of racks in position
- 3.8.13. Cage made of MS should be provided for the space allotted to UIDAI.
- 3.8.14. The cage shall be properly anchored to the civil structure.
- 3.8.15. The cage shall not have mesh more than 1 inch spacing.
- 3.8.16. The caged area shall be provided with CCTV for surveillance.
- 3.8.17. The cage shall be provided with bio-metric access control.
- 3.8.18. Every Rack should be equipped with dual power strips with 24 sockets.

3.9. Office Space

- 3.9.1. The Office space should have a seating capacity of 15 scalable to 30 persons.
- 3.9.2. The office space provided should comprise of work stations, ergonomically designed chairs, storage space, lighting and access control.
- 3.9.3. The office space should be secure so as to allow only the UIDAI authorized personnel to enter.
- 3.9.4. Each work station shall be of 2feet x 4feet minimum along with keyboard tray and personal pedestal.
- 3.9.5. The office area should be provided with UPS power and DG backup.
- 3.9.6. The each work stations should have minimum 3 UPS and 1Raw power point.
- 3.9.7. Connectivity should be provided between the work stations and server hall including internet.
- 3.9.8. The office area should be provided with comfort air conditioning.
- 3.9.9. Each workstation should be provided with phones.
- 3.9.10. Cafeteria / pantry facility should be provided for having lunch/dinner.
- 3.9.11. Desktop / laptops shall be provided by the DCSP.

3.10. Operational Procedures

- 3.10.1. All operation procedures should be documented and available for review.
- 3.10.2. Security policy and procedures for movement of materials & men, within the building and the data center should be made available to UIDAI.
- 3.10.3. The operation procedure for the fire alarm and fire suppression system should be available for review.
- 3.10.4. Maintenance schedules of all equipments should be made available to UIDAI.
- 3.10.5. Maintenance process should be explained to UIDAI and the documents available for review.
- 3.10.6. Operation procedures for critical situations like power failure, water leak, damage of fuel line, short circuit, etc should be available for review.
- 3.10.7. There should be a robust emergency response plan backed up with trained team members and communication system.
- 3.10.8. The earth resistance should be measured periodically and monitored.
- 3.10.9. The access logs should be available for at least 180 days.
- 3.10.10. The power consumption logs should be updated every 15 days and intimated to UIDAI.
- 3.10.11. The Managed Service Logs to be provided on a weekly basis and the Change Request Summary/ approvals to be taken from the Purchaser before any activity. Incident ticket Numbers to be generated, shared and escalated on an immediate basis and their resolution and closure should be at the earliest.
- 3.10.12. Shared Helpdesk is acceptable for the Data center Facilities.

3.11. MIS Reports

The DCSP should provide

- 3.11.1. Visitor details for Data Center including name, time of entry and exit, entry authorized by purpose of visit, etc as applicable.
- 3.11.2. Material movement for all material entering / exiting from the Data Center
- 3.11.3. Uptime Report for Input AC Power supply (AC input from Transformer / DG set)
- 3.11.4. Uptime Report for UPS system including load variations on an intraday basis.
- 3.11.5. Uptime Report for Air-conditioning system
- 3.11.6. Uptime and availability of CCTV Surveillance system

- 3.11.7. Uptime and availability of Access Control (Biometric & Proximity readers)
- 3.11.8. Uptime Report for Fire Management System
- 3.11.9. Incident reports leading to disruption, downtime, security violations or any such reports.
- 3.11.10. Helpdesk report including details of each call, time of call, defect reported, time of call resolution, action taken, etc,
- 3.11.11. SLA compliance reports

Proposed Time Schedule

4. Proposed Time Schedule

Activity	Timelines in days
Commencement of activities for Data Center facilities	T+5
Supply and Installation of racks in Communications Room	T+7
Preparation and handing over of secure storage space (store room)	T+10
Installation and Commissioning of Office Space	T+15
Installation Testing and Commissioning of ISP connection	T+25
Supply and Commissioning of Racks, Trays, Structured Cabling, Cage and Access control for Data Center	T+30

***T = Date of issue of Letter of Intent/ Purchase Order**

SECTION VI: Appendices**TABLE OF CONTENTS**

1.	Bid Security Form (Appendix A)	2
2.	Proforma for Bank Guarantee for Contract Performance Guarantee Bond (Appendix B)	3
3.	Contract Form (Appendix C)	5
4.	Non-Disclosure Agreement (Appendix D)	7

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

1. BID SECURITY FORM

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

KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto the Deputy Director General of Unique Identification Authority of India (hereinafter called "Purchaser") to the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____2010.

THE CONDITIONS of this obligation are:

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

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

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

This bank guarantee shall be valid upto _____

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

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

(Authorized Signatory of the Bank)

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

APPENDIX B: PROFORMA OF BANK GUARANTEE

For Contract Performance Guarantee Bond

Ref : _____

Date _____

Bank Guarantee No. _____

To

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

1. Against contract vide Advance Acceptance of the Bid No. _____ dated _____ covering **“Hiring of Data Center Space & Facilities for Unique Identification Authority of India (UIDAI) at Bengaluru”** (hereinafter called "the Bid") to Unique Identification Authority of India (UIDAI) (hereinafter called the said 'contract') entered into between the Deputy Director General of Unique Identification Authority of India (hereinafter called "Purchaser") and _____ (hereinafter called the **Data Center Service Provider 'DCSP'**) this is to certify that at the request of the DCSP we _____ Bank Ltd., are holding in trust in 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 the DCSP of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the DCSP and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the DCSP i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the DCSP in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

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

5. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the DCSP from time to time or to postpone for any time of from time to time any of the powers exercisable by the Purchaser against the said DCSP and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said DCSP or for any forbearance by the Purchaser to the said DCSP or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
6. Notwithstanding any thing contained herein above ,Our liability under this bank guarantee shall not exceed Rs _____/- (Rupees _____ only).
This bank guarantee shall be valid upto -----.We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before -----before 14.30 hours (Indian Standard Time) whereafter it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the DCSP.

Date _____

Place _____

Witness _____

Signature _____

Printed name _____

(Bank's common seal)

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

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2010

BETWEEN

A.

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

AND

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

WHEREAS

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

- (b) the General Conditions of Contract:
 - (c) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the DCSP as hereinafter mentioned, the DCSP hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 4. The Purchaser hereby covenants to pay the DCSP in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

SCHEDULE FOR PROVISION OF DATA CENTER SERVICES: _____

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

Signed, Sealed and Delivered for & on behalf of M/s _____

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

Signed Name: _____

Signed Name: _____

Designation: _____

Designation: _____

Date:

Date:

Place: New Delhi

Place: New Delhi

In the presence of: _____

In the presence of: _____

Signed Name: _____

Signed Name: _____

Designation: _____

Designation: _____

Date:

Date:

Place: New Delhi

Place: New Delhi

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

APPENDIX D: NON-DISCLOSURE AGREEMENT

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

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

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

IT IS HEREBY AGREED AS UNDER:

- a) The BIDDER agrees to hold in trust any confidential information received by the BIDDER, as part of the Biding process or otherwise, and the BIDDER shall maintain strictest of confidence in respect of such confidential information. The BIDDER also agrees:
- (i) to maintain and use the confidential information only for the purposes of bidding for this Bid and thereafter only as permitted herein;
 - (ii) to only make copies as specifically authorized by the prior written consent of UIDAI and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - (iii) to restrict access and disclosure of confidential information to such of their employees, agents, consultants and representatives strictly on a "need to know" basis, to maintain confidentiality of the confidential information disclosed to them in accordance with this clause; and
 - (iv) to treat confidential information as confidential unless and until UIDAI notifies the Bidder of release of its obligations in relation to the said confidential information.
- b) Confidential information does not include information which:
- (i) the BIDDER knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - (ii) is independently developed by the BIDDER without breach of conditions under this Bid;
 - (iii) information in the public domain as a matter of law;
 - (iv) is received from a third party not subject to the obligation of confidentiality with respect to such information;
 - (v) is released from confidentiality with the written consent of UIDAI.

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

- c) Notwithstanding the foregoing, the BIDDER acknowledges that the nature of activities to be performed as part of the Bidding process or thereafter may require the BIDDER’s personnel to be present on premises of UIDAI or may require the BIDDER’s personnel to have access to software, hardware, computer networks, databases and storage media of UIDAI while on or off premises of UIDAI. It is understood that it would be impractical for UIDAI to monitor all information made available to the BIDDER’s personnel under such circumstances and to provide notice to the BIDDER of the confidentiality of all such information. Therefore, the BIDDER agrees that any technical or business or other information of UIDAI that the BIDDER’s personnel, representatives or agents acquire while on UIDAI premises, or through access to UIDAI computer systems or databases while on or off UIDAI premises, shall be deemed confidential information.
- d) Confidential information shall at all times remain the sole and exclusive property of UIDAI. Upon completion of the Bidding process and/or termination of the contract, confidential information shall be returned to UIDAI or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of UIDAI. Nothing contained herein shall in any manner impair rights of UIDAI in respect of the confidential information.
- e) In the event that the BIDDER hereto becomes legally compelled to disclose any confidential information, the BIDDER shall give sufficient notice to UIDAI to enable UIDAI to prevent or minimize to the extent possible, such disclosure. BIDDER shall not disclose to a third party any confidential information or the contents of this Bid without the prior written consent of UIDAI. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the BIDDER applies to its own similar confidential information but in no event less than reasonable care.
- f) The obligations herein shall survive the completion or cancellation of the Bidding process.

For and on behalf of: _____ (BIDDER)

Authorised Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

SECTION VII – Service Level Agreement**Table of Contents**

1.	Purpose of this Agreement	2
2.	Definitions	2
3.	Description of Services Provided	2
4.	Service Level Agreements & Targets	3
5.	SLA Change Control	10
6.	SLA Change Process	10
7.	Issue management procedures	10
8.	Responsibilities of the Parties	11
9.	Management Escalation Procedures & Contact Map	12
10.	Acceptance of SLA	12

1. Purpose of this Agreement

- 1.1. The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the DCSP to UIDAI for the duration of this contract.
- 1.2. **The benefits of this SLA are to:**
 - a) Trigger a process that applies UIDAI and the DCSP management attention to some aspect of performance when that aspect drops below an agreed upon threshold, or target.
 - b) Makes explicit the expectations that UIDAI has for performance.
 - c) Helps UIDAI control the levels and performance of DCSP services.
- 1.3. The DCSP and UIDAI shall maintain a monthly contact to monitor the performance of the services being provided by the DCSP and the effectiveness of this SLA
- 1.4. This Service Level Agreement is between the DCSP and UIDAI.

2. Definitions

- 2.1. For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:
 - a) **"Availability"** shall mean the time for which the services and facilities offered by the DCSP are available for conducting operations from the equipment hosted in the Data Centre.
 - b) **"Downtime"** is the time the services and facilities are not available to UIDAI and excludes the scheduled outages planned in advance for the Data Centre.
 - c) **"Helpdesk Support"** shall mean the DCSP's 24x7x365 centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.
 - d) **"Incident"** refers to any event / abnormalities in the functioning of the Data Centre Equipment / Services that may lead to disruption in normal operations of the Data Centre services.

3. Description of Services Provided

- 3.1. The DCSP will provide following services for Site Preparation & Supply, Installation, Maintenance and Operations of basic Infrastructure for the establishment of UIDAI Data Centre at the proposed site.
 - a) Site Preparation of the proposed Data Centre in terms of the electrical and mechanical work required to populate the Data Centre.
 - b) Supply, installation and setting up of the necessary basic Infrastructure (state of Art UPS and air-conditioning system, transformer, fire management, Lighting system, Fire Detection and Control system, cabling, etc.).
 - c) Supply, installation and setting up of the physical security like CCTV surveillance systems.

- d) Three years on-site maintenance of all the equipments and their components supplied in setting up the basic infrastructure in the proposed Data Centre.
 - e) Onsite support for Data Centre Infrastructure Operations on 24*7*365 basis by qualified engineers/ personnel for a period of Three years to ensure 99.99% availability.
- 3.2. The exact scope and boundaries of services provided as part of this Contract Agreement are detailed in **Section V – Schedule of Requirements** and annexure therein of this tender.

4. Service Level Agreements & Targets

- 4.1. This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The DCSP shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels.
- 4.2. The services provided by the DCSP shall be reviewed by the UIDAI and UIDAI shall:
- a) Check performance of the DCSP against this SLA over the review period and consider any key issues of the past period's performance statistics including major incidents, service trends, etc.
 - b) Discuss escalated problems, new issues and matters still outstanding for resolution.
 - c) Review of statistics related to rectification of outstanding faults and agreed changes.
 - d) Provide suggestions for changes to improve the service levels.
- 4.3. In case desired, UIDAI may initiate an interim review to check the performance and the obligations of the DCSP. The SLA may be reviewed and revised in accordance to the procedures detailed in **Clause 5 - SLA Change Control**. The procedures in **Clause 4.1.4** will be used if there is a dispute between UIDAI and the DCSP on what the performance targets should be set.
- 4.4. The SLA has been logically segregated in the following categories:
- 1. Definition of Performance Related Service Levels and Severity.
 - 2. Classification of Downtime
 - 3. Uptime calculations, permissible downtime calculations and Penalty Calculations
 - 4. Compliance Reports and Procedures
 - 5. Periodic Facility Audits
- 4.5. The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract.
- 4.6. **Measurements & Targets**

4.6.1. Implementation Phase related Performance Levels

Measurement	Definition	Target	Liquidation damage
Commencement of Work			
1. Team mobilization and commencement of work	The Bidder is expected to mobilize the team for commencement of work for this project.	For Bidder related services : Within 5 calendar days from the date of Contract	0.5% of the Contract value for every one week delay
Installation and Commissioning			
2. Installation and Commissioning of system	Delivery, installation, integration, testing of all hardware components / equipments / devices / software applications etc required for the system after a comprehensive integration testing to the satisfaction of the UIDAI and conforming to the Service Levels defined	For Bidder related services : Within 30 calendar days from the date of Contract	1% of the Contract value for every one week delay

4.6.2. Definition of Performance Related Service Levels and Severity.

Definitions of Severity

Level 1	Low	Least Severe Incident	This is defined as a non disruption event to the Business Line
Level 2	Medium	Minor disruption to Business	This is defined as a minor disruption event to the Business Line(s).
Level 3	High	Disruption to Business but does not invoke a BCP	This is defined as a disruption event to the Business Line(s), but does not invoke the BCP.
Level 4	Severe	Most Severe Incident may result in involving a BCP	This would be defined as a major Disruption event to the Business line(s) and activates the BCP.

a. Downtime calculations and Liquidated damages charges

The downtime calculations and liquidated damages charges shall be as per Clause 51 Section 3 of general terms and conditions:

Downtime in minutes					
Downtime in a month	4.32	8.64	17.28	25.92	34.56
Severity Level	0	1	2	3	4

Severity Level	Liquidated Damages as a percentage of MRC for the first occurrence
1	12.5
2	25
3	50
4	100

Notes:-

1. MRC are the monthly recurring charges computed for DC space and infrastructure by apportioning the latter as detailed in **(Clause 13 of Section III - Payment Terms)**
2. The BMS Logs and hourly records would be considered for the Uptime calculations, however the Logs provided by the MSP would be considered as full and final.
3. Once the liquidation charges are levied then subsequent down time computation will recommence.
4. Reoccurrences of incidences resulting in varying degrees of severity in a given month will attract additional Liquidated damages in the given month. The first occurrence of the event would be treated as per the table above; second occurrence will attract liquidated damage 1.5 times of the penalty as in the table. Third such occurrence in a given month will attract 2.5 times penalty as in table above. 4th occurrence in a given month will attract 5 times as in the table above.

4.6.3. Compliance & Reporting Procedures

S.No	Measurement	Definition	Measurement Interval	Target	Penalty
1.	Incident Reporting	Any failure/ incident on any part of the Data Centre infrastructure or its facilities shall be communicated immediately to UIDAI as an exceptional report giving details of downtime, if any.	Immediate	100% incidents to be reported to UIDAI within 1 hour with the cause, action and remedy for the incident.	No Penalty
				Delay beyond an hour	1% of the quarterly service charges for every hour's delay on an incremental basis.
			Quarterly	100% incident log to be submitted to UIDAI that comprises exceptional & normal reportable activities by 5 th day of beginning of every Quarter for the previous quarter.	No Penalty
2.	Change Management	Measurement of quality and timeliness of changes to the Data Centre facilities	Quarterly	100% of changes should follow formal change control procedures. All changes need to be approved by UIDAI.	0.01% of the quarterly service charges for every non-compliance.
			Quarterly	All changes should be implemented on time and as per schedule & without any disruption to business.	0.01% of the quarterly service charges for every non-compliance.
3.	Scheduled Maintenance	Measures timely maintenance of the equipment installed at the Data Centre. The DCSP shall provide a detailed equipment maintenance plan on commissioning of UIDAI area in the DC.	Quarterly	100 % of scheduled maintenance should be carried out as per maintenance plan submitted by the DCSP. Any scheduled maintenance needs to be planned and intimated to UIDAI at least 2 working days in advance.	0.1% of the quarterly service charges for every non-compliance
4.	Implementation of Audit Recommendations	Implementation of audit recommendations by UIDAI or its auditor which have been agreed by DCSP & UIDAI to be implemented.	Half-yearly	100% on time to be implemented as per timelines agreed upon with UIDAI.	0.1% of the quarterly service charges for every non compliance

4.6.4. Periodic Facility Audits

UIDAI would at its discretion conduct half-yearly audits to check for the compliance of the Data Centre Facility with all the technical specifications as outlined in **Section V – Schedule of Requirements**. Any non-compliance to the specifications would qualify the DCSP for a penalty.

Apart from above, surprise checks may be conducted anytime and for any number of times. Any non-compliance observed during the surprise checks would also qualify the DCSP for a penalty

S.No	Requirement	Measurement	Penalty
1.	CCTV Surveillance & Security	UIDAI would audit a randomly selected sample of the CCTV records. The DCSP should be able to produce all the records at the time of such audit. Backup of such records be retained at least for one year for any audit requirements.	0.1% of the applicable quarter's payout for every missing record in the randomly selected sample.
2.	Fire Prevention, detection & Suppression	UIDAI would audit randomly selected Fire Extinguishers in the Data Centre. The DCSP is expected to maintain the gas levels as per specifications laid out on the Fire Extinguishers.	0.1% of the applicable quarter's payout for every non-compliance

4.6.5 Quality of Managed Services

Measurement	Definition	Target	Severity Level
Manpower Availability			
Resource availability for MSP Services	No. of shift days for which resource present at the designated location / Total no. of shift days	99% averaged over all resources designated for MSP services and calculated on a monthly basis	
		>=97 % to < 99% averaged over all resources designated for MSP services and calculated on a monthly basis	6
		>=95 % to < 97% averaged over all resources designated for MSP services and calculated on a monthly basis	7
		< 95 % averaged over all resources designated for MSP services and calculated on a monthly basis	8
Audits			
Implementation of recommendations of previous Half yearly infrastructure audit at Data Centre.	Implementation of recommendations given by the Infrastructure auditor and which have been agreed upon to be implemented by the DCSP & Purchaser	100% on time, for the recommendations agreed upon with the purchaser, to be implemented in the said quarter	5
Outcome of Half Yearly IT Security Audit	The third party auditor shall rate the performance of the DCSP on IT Security implementation. The three ratings for the performance shall be: Satisfactory Requires Improvement	Unsatisfactory rating	6
		Unsatisfactory	Requires Improvement rating
Implementation of recommendations of previous Half yearly IT Security audit	Implementation of recommendations given by the IT Security auditor and which have been agreed upon to be implemented by the DCSP & Purchaser	100% on time, for the recommendations agreed upon with the purchaser, to be implemented in the said quarter	5
Adherence to Backup Policy	Based on the backup policy of the Purchaser	100% backups taken on time at the Data Centre Sites as per the Purchasers backup policy	5
		100% backups shipped to off-site location on schedule in accordance to the Purchasers backup policy	4

		100% backup restoration testing on time in accordance to the Purchasers backup policy	3
BCP Drill	Based on the BCP / DR policy of the Purchaser	100% of the time the drill happens as per schedule mentioned in the Purchaser's BCP / DR policy	5
Reporting			
MIS reporting	Refer Annexure – 1, Section V – Scope of Work	100% adherence to time lines specified in Clause 19.7 of Section V, Scope of Work	6
Incident Reporting	Refer Annexure – 1, Section V – Scope of Work	100% incidents to be provided to Purchaser with in 1 hour with the cause, action and remedy	5

4.6.6a Trouble Ticket/Issue Resolution

“Resolution Time” means time taken (after the trouble call has been logged on the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level to respective Vendors, getting the confirmatory details about the same from the Vendor and conveying the same to the end user), the Services related troubles during the first level escalation.

Provisioning of standby, if required, should be done along with associated data being restored, services reinitiated and SLA conditions being met. Final Resolution shall be deemed to be complete only after the original equipment is replaced / reinitiated along with data being restored to the correct state and services are resumed.

Resolution Time	Target	Severity Level
30 minutes	Resolution of 98% of the total calls within the specified limit	
	Resolution of >= 97 to < 98 % of the total calls within the specified limit	4
	Resolution of >= 96 to < 97 % of the total calls within the specified limit	5
	Resolution of >= 95 to < 96 % of the total calls within the specified limit	6
	Resolution of < 95 % of the total calls within the specified limit	7

4.6.6b Resolution Notes

“Resolution Time” means time taken (after the trouble call has been logged on the helpdesk), in resolving

Footnotes

- Non working days = All Sundays and Public Holidays as declared by the Purchaser
- 24*7 means three shifts of 8 hours every day, for all seven days of the week, without any Non working days
- 16*6 means two shifts of 8 hours every day except for the Non working days

First Shift : 7.00 am to 3.00 pm
Second Shift: 3.00 pm to 11.00 pm

- ▶ DMZ LAN includes perimeter firewalls, internet routers, network switches, fiber channel switches
- ▶ DMZ Servers includes web servers, load balancer, RADIUS server, SMS gateway, messaging servers, anti-virus servers, application servers
- ▶ DMZ storage includes the DMZ SAN
- ▶ DMZ platform consists of the Operating System, File System, virtualization software, RDBMS (if applicable)
- ▶ Backup server

5. SLA Change Control

5.1. General

It is acknowledged that this SLA may change as UIDAI's business needs evolve over the course of the contract period. This document also defines the following management procedures:

1. A process for negotiating changes to the SLA.
2. An issue management process for documenting and resolving difficult issues.
3. UIDAI and DCSP management escalation process to be used in the event that an issue is not being resolved in a timely manner by any 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 confusion or conflict between this document and the Contract, the Tender and its addenda, the Contract will supersede.

6. SLA Change Process

- 6.1. The parties may amend this SLA by mutual agreement in accordance with terms of this contract. Changes can be proposed by either party. **The DCSP can initiate an SLA review with the UIDAI.** Normally, the forum for negotiating SLA changes will be UIDAI's monthly meetings. Unresolved issues will be addressed using the issue management process.
- 6.2. The DCSP shall maintain and distribute current copies of the SLA document as directed by UIDAI. Additional copies of the current SLA will be made available at all times to authorized parties.

7. Issue management procedures

7.1. General

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not

reached between Purchaser and DCSP. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.

7.2. Issue management process

- a. Either Purchaser or DCSP may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- b. Purchaser and the DCSPs representative will determine which committee or executive level should logically be involved in resolution. A chain of management escalation is defined in **Annexe 4.1.6 of Section IV**.
- c. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- d. Management of Purchaser and DCSP will develop a temporary, if needed, and the permanent solution for the problem at hand. The DCSP will then communicate the resolution to all interested parties.
- e. In the event a significant business issue is still unresolved, the arbitration procedures described in the Contract will be used.

7.3. Version Control

All negotiated SLA changes will require changing the version control number. 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.

8. Responsibilities of the Parties

8.1. DCSP

DCSP is responsible for executing this contract and delivering the services, while maintaining the specified performance targets.

Additionally the DCSP is responsible for:

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

DCSP shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible.

8.2. UIDAI

UIDAI is responsible for:

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

9. Management Escalation Procedures & Contact Map

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

9.1. Escalation Procedure

Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

- a. Either UIDAI or DCSP can initiate the procedure
- b. The “moving party” should promptly notify the other party that management escalation will be initiated
- c. Management escalation will be defined as shown in the contact map below
- d. Escalation will be one level at a time and concurrently
- e. The detailed Escalation Matrix Template is provided in the **Annexe 4.1.6 of Section IV.**

10. Acceptance of SLA

IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement vide **Bid No. D – 11018/22/10/ Addendum A – UIDAI/ IT Dated _____** to be executed by their respective authorized representatives.

For and on behalf of:

For and on behalf of:

_____ **DCSP**

_____ **UIDAI**

Place: _____

Place: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Office Seal: _____

Office Seal: _____